

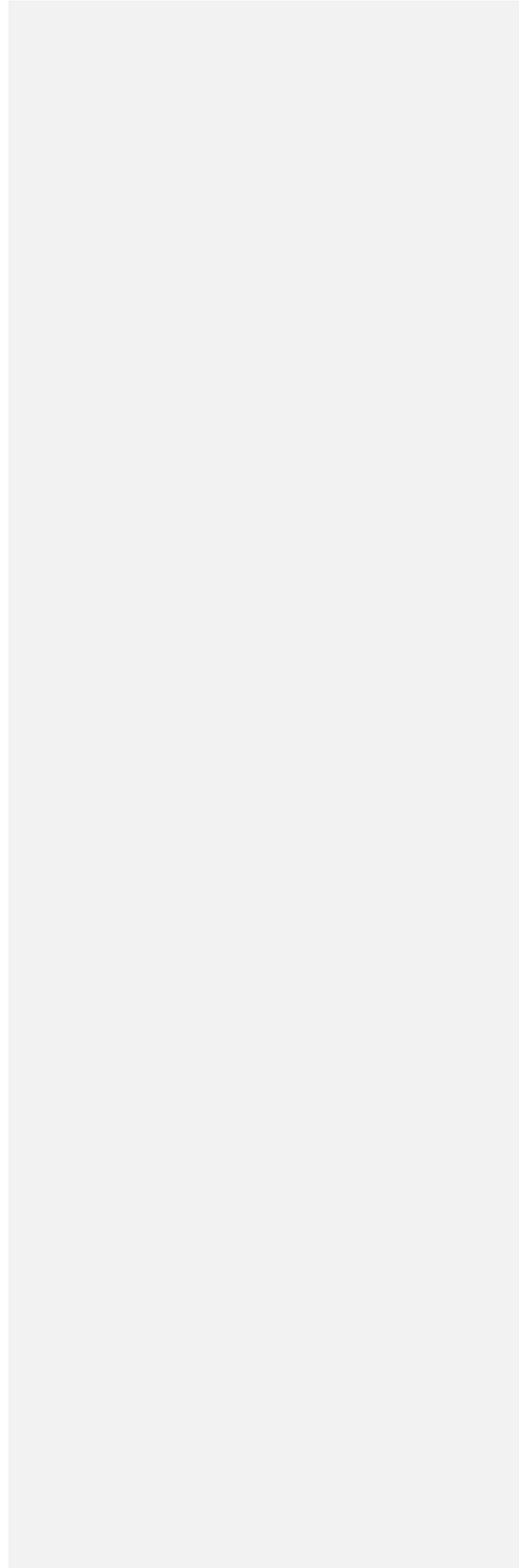
**APPENDIX A (DRAFT FOR INTERNAL REVIEW):
MAUI HIKINA – E HO‘OPONOPONO ‘ĀINA
(EAST MAUI – RESTORING BALANCE TO
THE LIVING ENVIRONMENT)**



Kumu Pono Associates LLC
Historical & Archival Documentary Research · Oral History
Interview Studies · Researching and Preparing Studies
from Hawaiian Language Documents · Māhele 'Āina, Boundary Commission & Land History Records
· Integrated Cultural Resources Management, Preservation & Interpretive Program Development

Kea'au, Hawai'i (ph.) 808.657.4141 www.kumupono.com, (e-mail) info@kumupono.com

KPA-MaHikina02 July 30, 2025



**APPENDIX A (DRAFT FOR INTERNAL REVIEW):
MAUI HIKINA – E HO‘OPONOPONO ‘ĀINA
(EAST MAUI – RESTORING BALANCE TO
THE LIVING ENVIRONMENT)**

Prepared by _____

- Kepā & Onaona Maly, Ethnographers
- J. Kamaho'i Mather, Ethnographer &
- Richard Mather, IT/GIS Specialist

Prepared for _____

- East Maui Water Authority (Aha Wai O Maui Hikina)

July 30, 2025 _____

© 2025 Kumu Pono Associates LLC



Historical & Archival Documentary Research · Oral History Interview Studies
Researching and Preparing Studies from Hawaiian Language Documents
Māhele 'Āina, Boundary Commission & Land History Records
Integrated Cultural Resources Management, Preservation & Interpretive Program Development

Kea'au, Hawai'i (ph.) 808.657.4141 www.kumupono.com, (e-mail) info@kumupono.com

Cover Figures:

- 1885 Island of Maui – Alexander & Dodge (UHM 77d4182d)
- 1897 ca. Kopiliula Stream and Falls East Maui (Bertram Collection, HSA PNL-228-07247)
- 1892 ca. Maliko Village-Bay East Maui (Bertram Collection, HAS)
- 1897 ca. Wailua Nui Stream-Village-Bay (Bertram Collection, HSA PPBER-2-2-013)
- November 8, 2001 Nākānelua Lo'i Kalo at Lākini Wailua, Maui (KPA2917)

TABLE OF CONTENTS

MAUI HIKINA – E HO’OPONOPONO ‘ĀINA (EAST MAUI – RESTORING BALANCE TO THE LIVING ENVIRONMENT)	1
Background – Technical Report	1
MAUI HIKINA AND WATERSHED ENVIRONMENT: A CULTURAL-HISTORICAL CONTEXT OF THE BIOCULTURAL LANDSCAPE	4
Formation of the Hawaiian Archipelago and Components of the Biological Environment	4
An Overview of Hawaiian Settlement	6
Ka Ho’oponopono Ana o ka ‘Āina– Hawaiian Land Use and Resource Management Practices	7
“Nakeke nā Iwi o Hua i ka Lā” (The Bones of Hua Rattle in the Sun) A Tradition of the Maui Hikina Forest Lands and Haleakalā	8
Overview of Agriculture and Water Use in Maui Hikina	10
Native Traditions Describing Management of Land, Water and Ocean Resources	13
Wahi Ilina (Places of Internment)	15
An Overview of Native Traditions and Customs of Water Management and Cultivation of the Land	15
Wai o ke Ola (Waters of Life)	21
Ka Honua Ola – The Living Biocultural Landscape	24
‘Ōlelo a me nā Mele Ho’ohiwahiwa	24
Kauapeepehalaohamakua (A rain of the Hāmākua Loa Region)	28
Maui Hikina, Inoa ‘Āina – Wahi Pana East Maui Place Names – Storied & Sacred Landscapes	28
MO’OLELO ‘ĀINA TRADITIONS AND HISTORY OF PLACE	54
He Moolelo no Kamapuaa	55
“He Moolelo Kaaō Hawaii no Laukaieie”	56
He Moolelo Kaaō no ka Puhī o Laumeki	61
Traditions of Fisheries and Sharks of Ko’olau	63

Kānehekili – A Tradition of Hāmākua Loa	65
Ka‘a‘awa He Wahi Ilina Ma Haleakalā	67
Maui Hikina–Traditions of the Pi‘ilani Line	67
Maui Hikina – In The Path Of Warring Chiefs	70
Naming Kapua‘i o Kamehameha (The Footprint of Kamehameha)	71
“Na Hunahuna no ka Moolelo Hawaii”	74
TRAVEL THROUGH MAUI HIKINA FOREIGN AND NATIVE VISITORS DESCRIBE THE LANDSCAPE AND COMMUNITIES (1779-1901)	75
The Journals of Captain James Cook (1779)	75
Commander Charles Wilkes: The United States Exploring Expedition of 1840-1841	79
Makawao and Hāmākua Poko Described in 1846	80
Travel Through Maui Hikina in 1880	91
Population Statistics – Maui Hikina	99
LAND TENURE ACROSS THE MAUI HIKINA REGION RECORDED IN MĀHELE ‘ĀINA – KULEANA DOCUMENTS, ROYAL PATENT GRANTS AND LATER LAND PATENT GRANTS ISSUED AFTER THE OVERTHROW OF THE HAWAIIAN MONARCHY IN 1893 (1830S-1930S)	105
Makawao and Districts on Maui Realigned	115
1848-1855: Maui Hikina The Māhele ‘Āina and Kuleana Holdings	116
Summary of Land Use Described by Applicants for Kuleana in Hāmākua Poko, Hāmākua Loa and Ko‘olau	123
Glossary of Hawaiian Words and Abbreviation Terms Cited in Kuleana Claims	126
(1847-1905) PALAPALA SILA NUI (ROYAL PATENT GRANTS) AND LAND PATENT GRANTS ISSUED IN HĀMĀKUAPOKO, HĀMĀKUALOA AND KO‘OLAU	266
Grant Lands – Notes of Survey	272
MAUI HIKINA 1871-1933: PROCEEDINGS OF THE BOUNDARY COMMISSION	320
Moku o Hāmākuapoko	321

Haliimaile Ahupuaa District of Hamakuapoko, Island of Maui Boundary Commission, Maui, Book No. 1:191-194	321
Moku o Hāmākualoa – West Kaupakulua	325
West Kaupakulua Ahupuaa Hamakualoa District, Island of Maui Boundary Commission, Maui, Book 3:496-528	325
‘Ōpana Ahupua‘a	350
Opana Ahupuaa District of Hamakualoa, Island of Maui Boundary Commission, Volume No. 1:101-104)	350
‘Ōpana Uka	358
Opana Uka District of Hamakualoa, Island of Maui, Boundary Commission, Volume 2, pages 245-250	358
Peahi Ahupua‘a Hāmākualoa, Maui	364
Peahi Ahupuaa District of Hamakualoa Island of Maui Boundary Commission, Maui, Volume No. 1 (pages 77-79)	365
Halehaku Ahupua‘a	370
Halehaku Ahupuaa District of Hamakualoa, Island of Maui Boundary Commission, Volume 2, pages 223-244	370
Moku o Ko‘olau Maui	384
Honomanu Ahupua‘a	384
Honomanu Ahupuaa District of Koolau, Island of Maui Boundary Commission, Maui Island, Book 2:55-56 No. 75	384
Ke‘anae Ahupua‘a	386
Keanae Ahupuaa District of Koolau, Island of Maui Boundary Commission Maui, Volume 2, pages 49-50 No. 76	386
Wailua Nui & Wailua Iki	388
Wailuanui & Wailuaiki Ahupuaa District of Koolau, Island of Maui Boundary Commission, Maui Island, Book 2:57-58 No. 71	388
Moku o Kula – Kalialinui Ahupua‘a (Shared Boundary with Hāmākuapoko & Adjoining Lands)	390
Kalialinui Ahupuaa District of Kula, Island of Maui Boundary Commission Maui, Volume No. 1 pages 105-107	392

Description of Boundary of “Kaliialinui” J.F. Brown, Surveyor, February 1877	392
AIA I HEA KA WAI OLA A KĀNE?” (WHERE ARE THE LIFE-GIVING WATERS OF KĀNE?) DEVELOPMENT AND LOSS OF WATER RESOURCES	395
E ‘Olā‘olā ‘ana ka Wai i nā ‘Auwai (The Water Murmurs in the Ditches) A Chronological History and Descriptions of the East Maui Ditch System	397
1880 – Description of Plantations and Extraction of Water from Maui Hikina	435
December 17, 2018 Alexander & Baldwin Convey Property and Water Rights to Mahi Pono	490
KA ULU NAHELE O MAUI HIKINA (THE FORESTS GROVES OF EAST MAUI)	542
A Historical Overview of Forestry in the Hāmākua-Ko‘olau Region	545
Ranching Interests Developed on the Hāmākua Lands (ca. 1830-1930)	571
MISCELLANEOUS ACCOUNTS AND CONVEYANCES (FEE-SIMPLE AND LEASE-HOLD) ACROSS MAUI HIKINA	575
Emergence of The Hui Kuai Aina (Land Purchase Associations)	602
ARCHAEOLOGICAL SITE DESCRIPTIONS IN MAUI HIKINA	611
Heiau of Maui - Recorded by Thrum (1909 & 1938)	611
Archaeology of Maui (Ms. 1931) and Sites of Maui (1998)	612
Kalo Kanu o ka ‘Āina (1995)	617
“KALO KANU O KA ‘ĀINA.” – TARO PLANTED ON THE LAND. NATIVES OF THE LAND FROM GENERATION BACK A COLLECTION OF KAMA‘ĀINA KNOWLEDGE RECORDED IN ORAL HISTORY INTERVIEWS	619
Review and Release of Interview Records	619
Water Matters – An Overview of Interviewee Comments and Recommendations	620
2025: MAUI HIKINA MEETING NOTES AND COMMUNITY-AGENCY RECOMMENDATIONS	622
REFERENCES CITED	623

FIGURES

Figure 1. Island of Maui (1885) As Ammended in 1906 General Region of Maui Hikina – Hāmākua Poko, Hāmākua Loa and Ko‘olau Districts (Hawaii State Survey Division)	2
Figure 2. “General geologic map of the Island of Maui. Lavas from East Maui Volcano are grouped by volcanic stage. Modified from Stearns, H. T. and Macdonald, G. A. (1942), “Geology and groundwater resources of the island of Maui, Hawaii. Hawaii Division of Hydrology, Bulletin 7:344. (www.soest.hawaii.edu/gg/hcv/data/maui_geo_color.jpg (1017×1361) (hawaii.edu)	5
Figure 3. Map of Maui, Area 728 Square Miles, Showing Distribution of Population in 1853, o=50 persons, Lahaina, 2,750 people (Coulter 1931, Figure 8)	103
Figure 4. Royal Patent Grant No. 187; John Richardson at Hamakuapoko	273
Figure 5. Royal Patent Grant No. 360 Kekahuna at Hamakuapoko	274
Figure 6. Royal Patent Grant No. 764 – R.W. Wood at Hamakuapoko, Maui	276
Figure 7. Royal Patent Grant 1081; Piohia at Honopou	277
Figure 8. Royal Patent Grant 1143; Kauwaha at Honokala	278
Figure 9. Royal Patent Grant 1164; Stephen Grant at Kaliae	279
Figure 10-a. Royal Patent Grant 1257; Kekahuna at Papaaea Komohana	281
Figure 10-b. Royal Patent Grant 1257; Kekahuna (Six Poalima Lois) at Hanawana	282
Figure 11. Royal Patent Grant 1259; Kolea at Holawa	283
Figure 12. Royal Patent Grant 1263; Puukoa at Honopou	284
Figure 13-a. Royal Patent Grant 1396; Luka et al, at Makaiwa, Mooloa & Punaluu (267.13 acres)	286
Figure 13-b. Royal Patent Grant 1396; Former Purchases Luka et al, at Makaiwa, Mooloa & Punaluu (124 ½ acres)	287
Figure 14. Royal Patent Grant 1457; Hanauwaha at Hanawana	288
Figure 15. Royal Patent Grant 1677; Kahaule at Makaiwa	290
Figure 16. Royal Patent Grant 1911; Malailua et al.	291
Figure 17. Royal Patent Grant 1915; Mauna at Makaiwa	293
Figure 18-a. Royal Patent Grant 2079; Kaiewe at Puolua & Waipio	294

Figure 18-b. Royal Patent Grant 2079; Kaiewe at Hanehoi	295
Figure 19. Royal Patent Grant 2080; Kauhaa at Puumaile	296
Figure 20. Royal Patent Grant 2081; Nakoa and Uilama at Hanawana & Hoalua	297
Figure 21. Royal Patent Grant 2137; Nahinu at Puumaile	298
Figure 22. Royal Patent Grant 2140; Hikiau at Makaiwa, Hamakua & Makaiwa, Koolau	299
Figure 23. Royal Patent Grant 2793; Kuikui at Kapehu	301
Figure 24. Royal Patent Grant 2797; Kewe at Waiohue and Kapehu	302
Figure 25. Royal Patent Grant 2916; Kekuahani et al. at Loiloa & Keopuka	304
Figure 26-a. Royal Patent Grant 3101; Kepani at Honopou	305
Figure 26-b. Royal Patent Grant 3101; Kepani (and remnant Government Lands) at Honopou	306
Figure 27. Royal Patent Grant 3177; Kaihaa at Lakini, Wailuanui (from Reg. Map No. 1760)	309
Figure 28. Royal Patent Grant No. 3202; Haleole at Mokupapaakua	311
Figure 29. Royal Patent Grant 3214; Papaiakea at Waipio	313
Figure 30. Royal Patent Grant 3223; Kaakuumoku and Kailiau at Pahoia-Pauwalu	314
Figure 31. Royal Patent Grant 3375; Uluhani at Hookuli, Keanae	315
Figure 32. Royal Patent Grant 4866; Hannah Awana, Ili of Kupau, Keanae	317
Figure 33. Sketch Map of Authorized Access between New Hana Road and Kupau (through Lakini) (T.F. Tom 1929)	319
Figure 34. Revised Survey of Opana (H. Howell, 1896) Hawaii State Archives	356
Figure 35. Ditch Alignments of the East Maui Irrigation Co. Ltd. (Ampersand Vol. VIII No. 3. – 1974:14-15)	400
Figure 36. Lands of Keanae-Nahiku Region, Covered in General Leases 520 B, 538 & 539 (1902)	453
Figure 37. Maliko Pipe Line Construction — Kauhikoa Ditch; 1915 (In Collection of EMI Co. Ltd.) For Scale, Note the Men Standing at Various Sections of the Pipe	466
Figure 38. CSF 7154 - Haiku Ditch ROW Honopou Maui (State Survey Division)	478

Figure 39. CSF 7156 Puolua Haiku & Lowrie Ditches ROW Maui (State Survey Division)	480
Figure 40. CSF 7157 Hanehoi Haiku Ditch ROW Maui (State Survey Division)	481
Figure 41. CSF 7158 Hanehoi-Hanawana Haiku-Lowrie Ditches ROW (State Survey Division)	483
Figure 42. CSF 7159 Papaea Lowrie & Spreckels Ditches ROW Maui (State Survey Division)	484
Figure 43. CSF 20505-HSS Plat 1067-B Nahiku-Halehaku Water License Map (State Survey Division)	487
Figure 44. CSF 20682-20685 HSS Plat 1067-C Nahiku-Huelo Water Lease Map (State Survey Division)	489
Figure 45-a. Rainfall Statistics from Pā'ia and Hāmākuapoko Maui (Lyons, 1902:31)	567
Figure 45-b. Rainfall Statistics from Hāna and Pu'uomalei, East Maui (Lyons, 1902:28)	568
Figure 45-c. Rainfall Statistics from Haleakalā Ranch, East Maui (Lyons, 1902:29)	569
Figure 46. Puuomalei Sketch Map (1867)	585
Figure 47. "Hui Land" Hamakuapoko (Registered Map No. 176. J.F. Brown, Surveyor; 1877)	591
Figure 48. 2004 Base Map of the East Maui Ditch System, Nāhiku to Māliko (R. M. Fukumoto Engineering), with Overlay of Historic Maps Identifying Additional Features and Property Rights as Surveyed between 1877 to 1909. Prepared by Richard Mather, July 16, 2025.	at end

TABLES

Table 1. A Collection of Selected Place Names and Wahi Pana of Maui Hikina	31
Table 2. Summary of Selected Land Use Activities Described in Māhele/Kuleana Records of Maui Hikina	123
Table 3. Synthesis of Kuleana Claims (Native Register and Testimony Volumes) From Maui Hikina	130
Table 4. Royal Patent Grants Issued in Maui Hikina	267

APPENDIX B:

**“KALO KANU O KA ‘ĀINA.” – TARO PLANTED ON THE LAND.
NATIVES OF THE LAND FROM GENERATIONS BACK.
A COLLECTION OF KAMA‘ĀINA KNOWLEDGE RECORDED
IN ORAL HISTORY INTERVIEWS (2001)**

APPENDIX C:

**MAUI HIKINA ARCHVIAL INVENTORY
OF TRANSFER DOCUMENTS
(July 21, 2025 – Kumu Pono Associates LLC Collection)**

MAUI HIKINA – E HO‘OPONOPONO ‘ĀINA (EAST MAUI – RESTORING BALANCE TO THE LIVING ENVIRONMENT)

Background – Technical Report

At the request of Ms. Gina Young, Director – East Maui Water Authority (Aha Wai O Maui Hikina), County of Maui, Kumu Pono Associates LLC (KPA)¹ conducted ethnographic research (compiling an overview of archival-historical records and selected oral history interviews) to support the development of a Maui Hikina (East Maui) Watershed Management Plan. The East Maui Water Authority seeks to:

- 1) Acquire and manage East Maui water licenses as directed by Maui County Charter Section 8-19.5 (1); and
- 2) Develop and implement a watershed management plan for each watershed providing water to a regional water system as directed by Maui County Charter Section 8-19.5 (8).

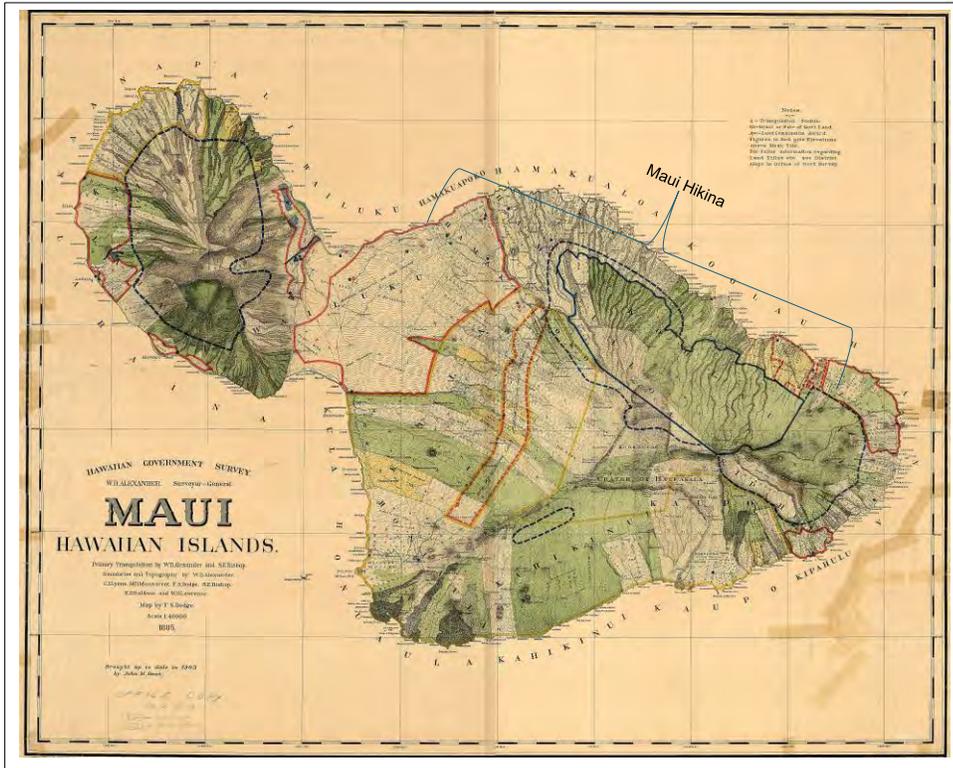
This manuscript is organized in several subsections that generally run chronologically in order, and are also summarized in a synthesis of archival-documentary resources assembled by us throughout our 45-plus years of historical and ethnographic research, providing the County of Maui and Maui Hikina stakeholders with documentation on the following primary topics:

- 1) The Maui Hikina biocultural landscape prior to, and in the early phase of water extraction for economic purposes;
- 2) The region of forest growth, water flow and traditional Hawaiian adaptive management of the living environment — mai ka piko o ke kuahiwi, i ke kahawai a me ka ‘āina kula, a i ke kai pōpolohua a Kāne (from the mountain summits, to the streams and the open lands, and to the dark depths of Kāne’s ocean);
- 3) Traditional practices and specific actions in caring for the watershed;
- 4) Population trends—how many people were in the community and where they resided; and
- 5) History of commercial water development and community Impacts and documentation of residents’ attitudes, advice to government authorities, and resistance to the granting of the license to private interests.

Also to be included is a subset of oral history interviews we conducted more than 20 years ago with kūpuna and elder kama‘āina (generally born between ca. 1910 to 1930), who generously shared their own experiences and “‘ike” (knowledge) as handed down over the generations. These interviews are an important link between the past and the continual, living cultural legacy.

We have integrated a fairly large range of historical literature—including primary Hawaiian language resources written by early residents and visitors (often witnesses to some of the histories being described) in the Maui Hikina region (*Figure 1*).

¹ Kumu Pono Associates LLC was established in 1995 by Kepā & Onaona Maly who prepared this manuscript in partnership with our Maui ‘ohana, Jen Kamaho‘i & Richard Mather.



**Figure 1. Island of Maui (1885) As Amended in 1906
General Region of Maui Hikina – Hāmākua Poko, Hāmākua Loa and Ko’olau Districts
(Hawaii State Survey Division)**

- Maui Hikina and Watershed Environment: A Cultural-Historical Context of the Biocultural Landscape;
- Travel Through Maui Hikina—Foreign and Native Visitors Describe the Landscape and Communities (1779-1901);
- Land Tenure Across the Maui Hikina Region Recorded in Māhele ‘Āina – Kuleana Documents, Royal Patent Grants and Later Land Patent Grants Issued After the Overthrow of the Hawaiian Monarchy in 1893 (1830s-1930s);
- Maui Hikina 1871-1933: Proceedings of the Boundary Commission;
- Development and Extraction of Water Resources and Changes in Land Tenure;
- Early Archaeological Site Descriptions In Maui Hikina
- ‘Ike Kūpuna (Traditional Knowledge): Excerpts from Oral History Interviews with Kūpuna and Elder Kama’āina of Maui Hikina

Any rendering of Hawaiian cultural subject matter requires that the original Hawaiian voices (through countless historical narratives) recorded in the Hawaiian language be made a part of such a technical document. For this reason, we have included several original Hawaiian texts as first recorded in the 'ōlelo makuahine (mother language). Unless otherwise indicated, all translations and/or summaries of Hawaiian texts were prepared by Kepā Maly. *Because of the broad scope of the narratives, the Hawaiian texts are not all translated in their entirety. Instead, we have endeavored to translate selected sections of the narratives that provide us with important insights and history of the biocultural landscape, which contributes to the wahi pana (storied and sacred landscape) within the boundaries of Maui Hikina.* The larger collection of Hawaiian texts, along with selected English-language accounts, will help those interested in more background locate additional important narratives to support the development of culturally grounded management and education programs.

The first-hand accounts also describe radical changes in the Hawaiian world and lifeways over the last 200-plus years. Secondary to the voices of kūpuna (Hawaiian ancestors and elders), we have included selected narratives written by non-native observers—many of whom were intolerant of Hawaiians and of their beliefs and practices. Even these accounts—written by those who established a governance of colonialism² over the Hawaiian Nation—offer us important insights into traditional and customary practices which were observed, and the nature of the living landscape.

The integrated and inclusive Hawaiian world-view of the honua ola (biocultural environment-landscape), challenges the western approach to managing lands, resources, and describing boundaries. *The tidy little “dot on the map” makes it easy to dissociate less tangible parts of the landscape—the beliefs, customary practices, living culture, traditions, and access—from the larger part of the landscape.* In words familiar to those who engage in traditional cultural properties studies, these other facets of the landscape are “contributing features” of a larger biocultural landscape that is comprised of both tangible and intangible cultural assets.

² There are many ways to interpret the meaning of “colonialism.” Among them, Merriam Webster includes: “domination of a people or area by a foreign state or nation; the practice of extending and maintaining a nation's political and economic control over another people or area” (<https://www.merriam-webster.com/dictionary/colonialism>; April 10, 2022). This definition just scratches the surface, and falls far short of capturing the impacts of colonialism on Native Hawaiians.

When looking further into colonialism as practiced by traders, merchant settlers, and American Board of Commissioners for Foreign Missions (A.B.C.F.M.) missionaries, along with their descendants, it becomes clear that foreigners' diseases, world-views and attitudes impacted the lives of every Native Hawaiian. As new microorganisms and ideas spread across the islands, they resulted in the steady and often forcible removal of Hawaiians from their dispersed areas of residence to centralized communities. In the first 100 years of colonization, nearly 9/10^{ths} of the native population died. At the same time there was demonization of traditional belief and practice systems, as well as alteration of customary land uses. These practices turned the native population towards the Christian faith, which colonizers used as a justification to repress other faiths, misuse natives, and exploit resources from the mountain tops to the ocean depths. (See https://en.wikipedia.org/wiki/Christianity_and_colonialism; April 10, 2022).

MAUI HIKINA AND WATERSHED ENVIRONMENT: A CULTURAL-HISTORICAL CONTEXT OF THE BIOCULTURAL LANDSCAPE

The narratives cited below represent a sampling of the rich archival-historical resources available across the legacy landscape of Maui Hikina. The reader will find authoritative descriptions of native traditions, customs and practices of resource management that are the basis of the sustainable relationship shared between the native Hawaiians, the ‘āina (land), wai (water), kai (ocean), their ‘ohana (family), and akua (gods).

In Hawaiian culture, natural and cultural resources are one and the same. Native traditions describe the formation (literally the birth) of the Hawaiian Islands and the presence of life on and around them, in the context of genealogical accounts. All forms of the natural environment—from the heavens and mountain peaks to the watered valleys, kula (flat sloping lands) and lava plains, and to the shoreline and ocean depths were believed to be embodiments of Hawaiian gods and deities. One Hawaiian genealogical account records that Wākea (the expanse of the sky—father) and Papa-hānau-moku (Papa—Earth-mother who gave birth to the islands)—also called Haumea-nui-hānau-wā-wā (Great Haumea—Woman-earth born time and time again)—and various gods and creative forces of nature, gave birth to the islands. Maui, the second largest of the islands, was the second-born of these island children. As the Hawaiian genealogical account continues, we find that these same god-beings or creative forces of nature (parents of the islands), were also the parents of Hā-loa-naka-lau-kapalili (long stalk quaking and trembling leaf). This Hāloa was born as a “shapeless mass” and buried outside the door of his parent’s house (cf. Pukui and Elbert, 1981:382), and from his grave grew the kalo (taro). And when the next child was born to these god-parents, he too was called Hāloa (the long stalk or breath of life), and is credited as being the progenitor of the Hawaiian race (cf. David Malo 1951:3, 242-243; Beckwith 1970; Pukui and Korn 1973). It is in this context of kinship, that the ancient Hawaiians addressed their environment and it is the basis of the Hawaiian system of land use.

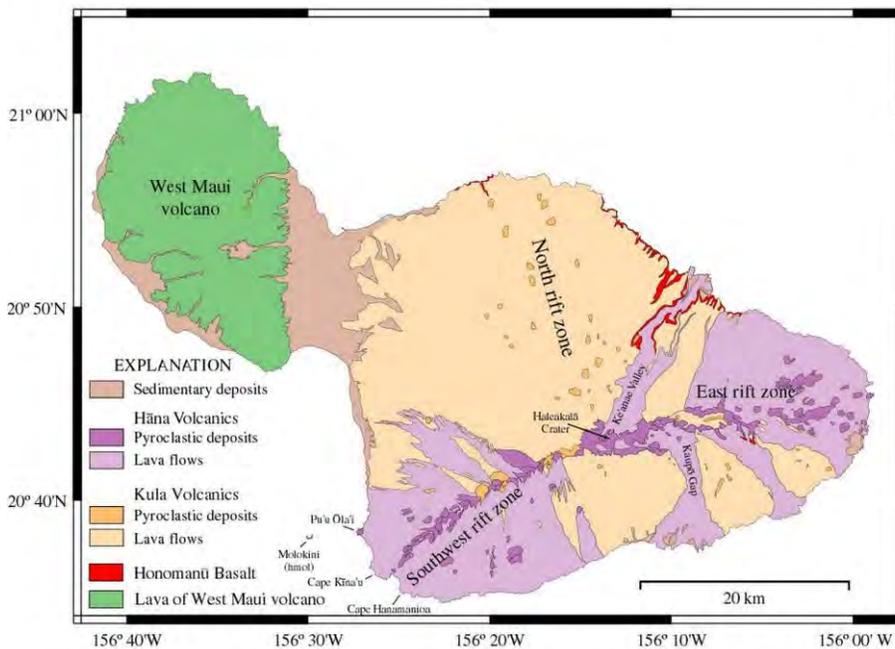
A rich collection of native traditions is cited later in this section of the manuscript, which describe the relationship of individual sites and resources—akua (gods-creative force of nature), kūpua (nature-formed deity), ‘āina (land), wai (potable water sources), kai (ocean and fisheries), wahi pana (storied and sacred places), and kānaka ‘ōiwi (native Hawaiians)—with one another, and as being more than a “dot” on a modern map. In the Hawaiian worldview, all things are related. Damage to one resource in a given area impacts the well-being of resources and kānaka ‘ōiwi across the landscape. This concept of integrated resources has been expressed by the po‘e kahiko (people of old) and kūpuna (honored elders) with whom we have spoken over the last 60 years in this saying: “Ho‘okāhi no ‘ohana, mai uka a i ke kai, mai kahi pae a kāhi pae!” (*There is but one family, from the mountains to the sea, from one boundary to the next boundary!*) (pers. comm. Mary Kawena Pukui).

Formation of the Hawaiian Archipelago and Components of the Biological Environment

All the islands of the Hawaiian Archipelago are volcanic in origin. Referencing Stearns and Macdonald (1942), we learn that the island of Maui was formed by two shield volcanoes and today is nearly 730 square miles in size. The East Maui region was formed by Haleakalā, which rises 10,025 feet above sea level. The West Maui region is formed by an older volcano, rising

approximately 5,788 feet above sea level, with Pu'u Kukui as its peak. The low isthmus between the two mountains was formed by the overlap of the lava flows. Geologists estimate that 15,000 to 18,000 years ago, similar isthmus features still connected Maui with its neighboring islands of Kaho'olawe, Lāna'i, and Moloka'i, making it at one time larger than the island of Hawai'i (pers. com. Jack Lockwood, USGS).

In East Maui, the oldest exposed lava flows are found in Honomanū, estimated to be nearly two million years old, having erupted from an area at the 8,000-foot elevation, and extending beyond the shore into the ocean. The last eruption along the windward slopes of Haleakalā, which formed the Hāmākualoa region, occurred a few hundred thousand years ago (Figure 2). (Stearns and Macdonald. 1942)



General geologic map of the Island of Maui. Lavas from East Maui Volcano are grouped by volcanic stages. Modified from Stearns H.T. and Macdonald G.A. (1942) *Geology and groundwater resources of the island of Maui, Hawaii. Haw Div Hydrogr Bull 7:344 pp*

Figure 2. “General geologic map of the Island of Maui. Lavas from East Maui Volcano are grouped by volcanic stage. Modified from Stearns, H. T. and Macdonald, G. A. (1942), “Geology and groundwater resources of the island of Maui, Hawaii. Hawaii Division of Hydrology, Bulletin 7:344. (www.soest.hawaii.edu/gg/hcv/data/maui_geo_color.jpg (1017×1361) (hawaii.edu)

The east rift zone of Haleakalā, formed much of the Hāmākua Loa-Hāmākua Poko region. Even though the islands are volcanic in origin, having been born out of the ocean and of fire, plants and a limited number of animals soon began to colonize the islands.

Each life form crossed the vast ocean-moat, at a minimum, 2,400 miles of open ocean, either carried by ocean currents, floating or rafting across the sea; or borne on wind currents, either floating, flying or as passengers, and if lucky, once every 25,000 to 30,000 years established a viable community of descendants—many of which adapted to and are only known in the Hawaiian Islands, with some of the life-forms only known on Maui.

With the passing of time, those lands facing the predominant tradewinds became heavily forested from nearshore to above the 7,000-foot elevation. The upper forest zone received some 400 inches of rain annually, while areas of the lower elevations received around 75 inches of rain annually over a period of 161 days in any given year. The lower lands, bisected by many gulches, were watered by streams across the entire region and were formed in the rain and cloud forests above.

The number of living things—plants, birds, insects, and aquatics—was greater than we know today, as many have become extinct, largely as a result of western land use practices and the introduction of grazing animals, diseases, and economic development, which extracted resources across the region. Among the common plants which grew across the landscape are the: ha'iwale (*Cyrtandra* sp.), hāpu'u (*Cibotium menziesii*), 'ie'ie (*Freycinetia arborea*), kawa'u (*Ilex anomala*), koa (*Acacia koa*), kōpiko (*Straussia*), kopiko'ula/'ōpiko'ula (*Straussia hawaiiensis*), loulou (*Pritchardia* sp.), 'ōhi'a hā/pā'ihī (*Eugenia sandwicensis*), 'ōhi'a lehua (*Metrosideros polymorpha*), olonā (*Touchardia latifolia*), māmaki (*Pipturis* spp.), pāpala kēpau (*Pisonia umbellifera*), 'ilihi (*Santalum* spp.), naio or 'a'aka (*Myoporum sandwicense*), uluhe (*Dicranopteris linearis*) fern; 'ama'u-'āma'uma'u (*Sadleria*) fern, pohole (*Diplazium arnottii* – also known as hō'i'o), and 'a'ali'i (*Dodonaea*). Scattered throughout the forest were also found clumps of maile (*Alyxia olivaeformis*) and several representatives of the *Lobelia* family like the 'ōhāwai, amid countless other species which adapted to the environment, filling niches previously unavailable to them in other parts of the world.

On the lower slopes and coastline, many other plants were also represented. Among these were: hau (*Hibiscus tiliaceus*), 'ilima (*Sida fallax*), kukui (*Aleurites moluccana*), naupaka (*Scaevola* sp.), pohole (*Diplazium arnottii*) fern, 'a'ali'i (*Dodonaea*), ko'oko'olau (*Bidens* spp.), vast groves of pū hala (*pandanus* trees), and 'ulu (*Artocarpus incisus*).

An Overview of Hawaiian Settlement

Archaeologists and historians describe the settlement of these islands as an outcome of purposeful, long-distance canoe voyages across vast stretches of the open ocean. Archaeologists have proposed that early Polynesian settlement voyages between Kahiki (the ancestral homelands of the Hawaiian gods and people) and Hawai'i were underway by ca. 400 A.D., with long-distance voyages occurring fairly regularly through at least the thirteenth century (cf. Cordy 2000). It has been generally reported that the sources of the early Hawaiian population—the Hawaiian "Kahiki"—were the Marquesas and Society Islands (Emory in Tatar 1982:16-18).

Over several centuries, areas with the richest natural resources became populated and perhaps crowded. By ca. 900 to 1100 A.D., the population on each island began expanding to the more arid and remote areas (see Cordy 2000:130), which was the case on Maui. Based upon early historical observations (ca. A.D. 1778-1850), settlement in the watered valleys and lower slope environments of Maui Hikina, consisted of permanent residences which centered near the shore and spread along the valley floors. Residences also extended inland along near-shore kula (flat lands or plateaus), and in fewer instances into the upper valleys. Temporary houses from which mountain resources (such as olonā, koa, and birds) were collected, extended into the upper valley areas, among fields on stream flats, and on adjacent slopes. Two primary forms of agricultural sites occur in these watered valley contexts, they are the lo'i kalo (irrigated and drainage taro farming field systems) on the valley floors and slopes; and the kula and kīhāpai dry land farming plots where crops such as 'uala (sweet potatoes), kō (sugar canes), kalo (taro), ma'i'a (bananas and plantains), and wauke (paper mulberry) were cultivated (see Māhele records in this manuscript).

Handy, Handy and Pukui (1972) report that there were five major population centers on the Island of Maui, the Maui Hikina region being one of them:

On the northeast flank of the great volcanic dome of Haleakala...the two adjacent areas of Ke'anae and Wailua-nui comprise the fourth of the main Maui centers and the chief center on this rugged eastern coast. It supported intensive and extensive wet-taro cultivation. Further eastward and southward along this windward coast line is the district of Hana, the fifth great center... [Handy, Handy and Pukui 1972:272].

Ka Ho'oponopono Ana o ka 'Āina— Hawaiian Land Use and Resource Management Practices

Over the generations, the ancient Hawaiians developed a sophisticated system of land and resource management practices. By ca. 1500, in the time of Kāka'e and Kaka'alaneo, the island (moku-puni) of Maui was divided into some eleven or twelve major districts or moku-o-loko, and smaller subdivisions, which were handed down through time (cf. Malo, 1951:16; Fornander, 1919 Vol. VI-2:313; Beckwith, 1970:383; and King 1942). These (moku-o-loko or moku) included Hāmākua Poko, Hāmākua Loa, Ko'olau, Hāna, Kīpahulu, Kaupō, Kahikinui, Honua'ula, Kula, Lāhainā, Kā'anapali, and Nāpoko or Wailuku. As was the practice, some of these large districts were subdivided into smaller 'okana or kālana (regions of land smaller than the moku-o-loko) yet comprising a number of smaller units of land. An example of this is Nāhiku, in the district of Ko'olau which was apparently an independent division (see Lyons 1875 and Coulter 1935).

The large districts (moku-o-loko) and sub-regions ('okana and kālana) were further divided into manageable units of land and were tended to by the maka'āinana (people of the land). Of all the land divisions, perhaps the most significant management unit was the ahupua'a. Ahupua'a are subdivisions of land that were usually marked by an altar with an image or representation of a pig placed upon it (thus the name ahupua'a or pig altar). In their configuration, the ahupua'a may generally be compared to wedge-shaped pieces of land that radiate out from the center of the island, extending to the ocean fisheries fronting the land unit. Their boundaries are defined by topographic or geological features such as pu'u (hills), ridges, gullies, valleys, craters, or areas of a particular vegetation growth (cf. Malo 1951:16-18; Lyons, 1875; and Boundary Commission testimonies in this manuscript).

The ahupua'a were also divided into smaller manageable parcels of land (such as the 'ili, kō'ele, māla, kīhāpai, mo'o and paukū, etc.), generally running in a mauka-makai orientation, and often marked by stone wall alignments. The 'ili land parcels were generally those on which the native tenants tended fields and cultivated crops necessary to sustain their family units. Through the 'ili, the tenants also supported the chiefly communities with which they were associated. As long as sufficient tribute was offered and kapu (restrictions) were observed, the common people, who lived in a given ahupua'a had access to most of the resources from mountain slopes to the ocean. These access rights were almost uniformly tied to residency on a particular land, and were earned as a result of responsible stewardship of the natural environment and supplying the needs of one's ali'i.³

Entire ahupua'a, or smaller portions of the land, were generally under the jurisdiction of appointed konohiki or lesser chief-landlords, who answered to an ali'i-'ai-ahupua'a (chief who controlled the ahupua'a resources). The ali'i-'ai-ahupua'a in turn answered to an ali'i 'ai moku (chief who claimed the abundance of the entire district). Thus, ahupua'a resources supported not only the maka'āinana and 'ohana who lived on the land, but also contributed to the support of the royal community of regional and/or island kingdoms. This form of district subdividing was integral to Hawaiian life and was the product of resources management planning that was strictly practiced. In this system, the land provided fruits, vegetables, and some meat in the diet, while the ocean provided a wealth of other protein resources. Also, in communities with long-term royal residents, divisions of labor (with specialists in various occupations on land and in the procurement of marine resources) developed into distinct callings.⁴ It is in this cultural context that we find the early history of lands which are now within the boundaries of Maui Hikina.

It should be noted that the superior right of ali'i over the populace also bore with it "kuleana" (responsibilities), which included the ali'i being a conduit between the gods, creative forces of nature and the people. The results of good stewardship were reflected in the well-being and abundance of resources to sustain the people. The ali'i were to be "pono" (right/just) and fair in their relationships with the people and environment. Failure on the part of the ali'i to live in a way that was pono, often led to the killing of such chiefs. One example of this custom is found in the history of a hereditary chief of Maui and is recounted below by King David Kalākaua (1888).

"Nakeke nā Iwi o Hua i ka Lā" (The Bones of Hua Rattle in the Sun) A Tradition of the Maui Hikina Forest Lands and Haleakalā

In 1888, King David Kalākaua published a collection of Hawaiian traditions, among which is found the account of the chief Hua and references to bird hunting on the upper mountain slopes of Haleakalā (Kalākaua, 1990). While the tradition is set in the district of Hāna, the references to the upper regions of Haleakalā can be inferred through the ancient practitioners who traveled throughout the Maui Hikina region to catch 'ua'u (petrel) that nested there.

Some 1,000 years ago, in the district of Hāna, there lived a chief by the name of Hua, who grew abusive of his people. His elder kahuna nui (high priest), Luaho'omoe, warned him to amend his ways, lest he incur the wrath of the gods. Hua wearied of this priest's warnings and devised a plan by which to rid himself of the elderly kahuna. The plot was laid out, in which the chief called upon his bird catchers to go to the uplands to fetch 'ua'u he could eat. When asked if he thought such birds would be found on the mountain lands, Luaho'omoe told the chief that

³ Malo, 1951:63-67 and Kamakau, 1961:372-377.

⁴ *ibid.*

at that time of year, no 'ua'u would be found. Hua feigned indignity and told Luaho'omoe that if his bird catchers returned from the uplands with the desired 'ua'u, the kahuna would be killed as a false prophet and seer.

The bird catchers departed, as if traveling to the distant upland nesting grounds of the 'ua'u, while secretly going to the shore, where they found 'ua'u and other birds. When they returned to Hua's court, they presented the birds to the king, with testimony that the birds had come from the mountains. King Kalākaua's narratives tell us:

Luahoomoe had two sons, Kaakakai and Kaanahua... Knowing that they would not be spared, Luahoomoe advised them to leave Hana at once and secrete themselves in the mountains, and suggested Hanaula, an elevated spur of the mighty crater of Haleakala, as the place they would be most likely to escape observation... [page 161]

Kalākaua then reported that the bird catchers:

...returned, bringing with them a large number of birds, including uau and ulili, all of which they averred, had been caught in the mountains, when in reality they had been snared on the sea-shore [5].

Hua summoned the high-priest, and, pointing to the birds, said: "All these birds were snared in the mountains. You are therefore condemned to die as a false prophet who has been abandoned by his gods, and a deceiver of the people..." Taking one of the birds in his hand, the priest calmly replied: "These birds did not come from the mountains; they are rank with odor from the sea..." [Kalakaua, 1990:162]

King Kalākaua's account continues, relating that Hua and his bird catchers denied the birds were from the shore. When Luaho'omoe opened the stomachs of several of the birds, "all were found to be filled with small fish and bits of sea-weed" (ibid.) Outraged, Hua then took a spear and killed Luaho'omoe. Immediately thereafter, rains stopped falling, rivers stopped flowing, and the land lay bare, parched by the sun. After a period of time, the king, Hua, himself wandered the mountains and district to district, until he died unattended, with his bones laying exposed to dry and rattle about in the sun, with no one to bury him—this being a great disgrace in ancient times (Kalākaua, 1888:165). Thus, the saying, "Nakeke nā iwi o Hua i ka lā" (The bones of Hua rattle in the sun).

After Hua's death, a priest from Waimalu, on O'ahu, by the name of Naula-a-Maihea (Naula) discerned the cause of the drought and famine that had spread across the islands, as a result of Hua's evil treatment of Luaho'omoe. He also understood that the sons of the old priest could help relieve the people of their difficulty since Hua had died. Naula was led to the summit region of Haleakalā where he found Ka'akakai and Kaanahua living in hiding. A black pig was offered with prayers and rituals, after which the black, rain-bearing clouds of Lono returned, bringing life-giving rains to the islands (Kalākaua, 1990:169-173).

It is in the cultural setting described above that we find some seventy-two (72) primary ahupua'a that make up the three moku of Hāmākua Poko, Hāmākua Loa, and Ko'olau. Some of the

⁵ Joseph Kahele (in A. Fornander, 1919, Volume V), related that the bird catchers could not find any of the desired birds in the mountains, and that they "daubed the feathers red with dirt" so it would be thought that the "birds came from the mountains" (Fornander, 1919:516).

ahupua'a are further divided into "nui" (large) and "iki" (little), thus adding to the total number of lands discussed.

Entire ahupua'a, or portions of the land, were generally under the jurisdiction of appointed konohiki or lesser chief-landlords, who answered to an ali'i-'ai-ahupua'a (chief who controlled the ahupua'a resources). The ali'i-'ai-ahupua'a, in turn, answered to an ali'i 'ai moku (chief who claimed the abundance of the entire district). Thus, ahupua'a resources supported not only the maka'āinana and 'ohana who lived on the land but also contributed to the support of the royal community of regional and/or island kingdoms. This form of district subdividing was integral to Hawaiian life and was the product of strictly adhered-to resource management and planning.

Overview of Agriculture and Water Use in Maui Hikina

Handy, Handy and Pukui (1972) also provide us with firsthand accounts of native customs, practices, and traditions associated with the lands of the Hāmākua-Ko'olau region as they learned them from native residents during field visits in the 1930s-1950s. Their description of the lands follows:

The Hāmākua Poko and Hāmākua Loa Districts

Hamakua Poko (Short Hamakua) and Hamakua Loa (Long Hamakua) are two coastal regions where gently sloping kula lands intersected by small gulches come down to the sea along the northern coast line of East Maui. *Maliko Stream, flowing in a gulch that widens and has a flat bottom to seaward, in pre-sugar-plantation days had a considerable number of lo'i. East of Maliko the number of named ahupua'a is evidence of habitation along this coast. Kuiuha Gulch, beyond Maliko, has a good stream and there were probably a few lo'i. Two kama'aina at Ke'anae said that there were small lo'i developments watered by Ho'olawa, Waipi'o, Hanehoi, Hoalua, Kailua, and Na'ili'iilihaele Streams, all of which flow in deep gulches. Stream taro was probably planted along the watercourses well up into the higher kula land and forest taro throughout the lower forest zone. The number of very narrow ahupua'a thus utilized along the whole of the Hamakua coast indicates that there must have been a very considerable population. This would be despite the fact that it is an area of only moderate precipitation because of being too low to draw rain out of trade winds flowing down the coast from the rugged and wet northeast Ko'olau area that lies beyond. It was probably a favorable region for breadfruit, banana, sugar cane, arrowroot; and for yams and 'awa in the interior. The slopes between gulches were covered with good soil, excellent for sweet-potato planting. The low coast is indented by a number of small bays offering good opportunity for fishing. The Alalua, or "Long-road," that went around Maui passed through Hamakua close to the shore, crossing streams where the gulches opened to the sea.*

The Ko'olau District

The northeast coast of East Maui has precipitous shores eroded by the waves which the tradewinds sweep against its cliffs, islets, and inlets. Here the flank of Haleakala is steep, and as the trade winds blow up across their forested slopes they are cooled and release their moisture, making this the wettest coastal region in all the islands.

O'opuola Gulch marked the boundary between Hamakua and Ko'olau. Its stream watered small lo'i areas, as did likewise Waikamoi, Puohokamoa, and Haiyuena Streams.

Then, southeastward along the coast comes *Honomanu*, a large stream with a broad deep valley at its seaward end and a good beach for fishing canoes and gear, facing its broad bay. Anciently *Honomanu* supported a large population. Old terraces run back into the valley as far as the level land goes, [page 498] a little less than a mile. Above the valley, on elevated flatlands, there used to be some terraces and houses. These upland slopes were doubtless planted with all the plants that flourish where there is much rain, but they were too wet for sweet potatoes.

Just beyond *Honomanu* is *Nu'uailua* [*Nu'a'aailua*], flat bottomed like *Honomanu* but smaller. Terraces cover the flatlands and much taro was formerly raised, watered by an ample stream; but the valley has long been uninhabited. There are broad slopes above this valley which were presumably inhabited and cultivated. Upland taro should have flourished there.

Because of the unique character, topographical and demographic, of *Ke'anae* and *Wailuanui*, the two communities next to be described, they have been designated as our Type Area for windward East Maui... [page 499]

...*Ke'anae* lies just beyond *Honomanu Valley*. This is a unique wet taro growing *ahupua'a*... It was here that the early inhabitants settled, planting upland rain-watered taro far up into the forested area. In the lower part of the valley, which is covered mostly by grass now, an area of irrigated taro was developed on the east side. A much larger area in the remainder of the valley could have been so developed. However, we could find no evidence of terracing there. This probably was due to the fact that the energies of the people were diverted to create the *lo'i* complex which now covers the peninsula.

It is on the broad flat peninsula of lava extending for about half a mile into the sea from the western line of the valley that *Ke'anae's* famed taro patches are spread out-striking evidence of old Hawaii's ingenuity. *Polaukulu* [*Palauhulu*] Stream, which breaks through the gap at the northwestern corner of the valley, gives an abundant supply of water to the many wet patches (about half those once cultivated) which are still used for raising wet taro. A flume (*ha wai*) carried the water across the narrow channel below the pali. When well tended, the taro growing there was as healthy as any we have seen, indicating that there is ample water. But we are told that there has been taro disease in some of the patches and that some of the lower terraces were abandoned because the earth bottoms, which rest on rough lava, break through in spots and allow the water to drain out. Above the peninsula, but below the highway, there are a few cultivated patches watered by the small stream midway between *Ke'anae* and *Wailua*.

The story of the founding of the *Ke'anae lo'i* area is highly interesting. Anciently, according to *Henry Ikoa*, the peninsula was barren lava. But a chief, whose name is not remembered, was constantly at war with the people of neighboring *Wailua* and was determined that he must have more good land under cultivation, more food, and more people. So he set all his people to work (they were then living within the valley and going down to the peninsula only for fishing) , carrying soil in baskets from the valley down to the lava point. The soil and the banks enclosing the patches were thus, in the course of many years, all transported and packed into place. Thus did the watered flats of *Ke'anae* originate. A small *lo'i* near the western side of the land formerly belonged to the chief of *Ke'anae* and has the name *Ke'anae* [page 500] (the Big Mullet); it is said that the entire locality took its name from this small sacred *lo'i*. Here, as at *Kahakuloa*, the taro that grew in the sacred patch of the *ali'i* was reputed to be of great size.

Beyond Ke'anae is a sizable bay formed by erosion where three streams flow into the ocean. Facing the bay on its west side is a pocket of land which slopes gently seaward from the base of a cliff which corresponds to that separating Ke'anae Valley from the peninsula... *About half the gently sloping land seaward of the cliff was terraced with lo'i which were watered by Wailuanui (Big Wailua) Stream, the larger of the three that flow into the bay. The land beyond the terraced area, on the Ke'anae side toward the sea, is too high for irrigation; here sweet potatoes were planted. And on high ground there was a war temple. A road runs down to the bay between the terraced area and the higher ground, and along this road are the houses of the people, and the Roman Catholic church.*

Wailua has been notable for its continued occupancy and cultivation by Hawaiian families. This has been due, we were told, to the influence of the Catholic mission. Land titles here are very complicated, too much so to be defined correctly by an outsider .

There are several small streams between Ke'anae and Wailuanui. They flow in deep small gorges, and the terrain is very rough, but there were a few small lo'i developments. There are said to have been two springs of fresh water, which were opened by Kane and Kanaloa in their travels on Maui. From these springs, in a valley named 'Ohi'a, comes the water that irrigates the lo'i in Wailua, so says the legend (Ka Nupepa Kuokoa, October 4, 1923). The Wailuanui Stream gushes down in a beautiful cascade in its gorge just before flowing into the lo'i area. This cascade is called Wai-o-Kane (Water of Kane).

Beyond Wailuanui there are a succession of small deep gulches, each one having a few lo'i: East Wailuaiki and West Wailuaiki (Little Wailua) , Kapili'ula [Kopili'ula], Waiohue, Pa'akea, Kapa'ula, Hanawi. Then comes Nahiku, a settlement spread over gently rising ground above the shore, with a number of groups of lo'i watered from Makapipi Stream. Some wet taro was still grown there when we visited it in 1934.

Throughout wet Ko'olau, the wild taro growing along the streams and in the pockets high on the canyon like walls of the gulches bespeaks former planting of stream taro along the watercourses, on the side of the gulches, and in the forest above. The same is true of the wild taros seen here and there in the present forest above the road and in protected spots on what was formerly low forest land, now used as pasture.

Eastward from Nahiku there are no large streams or gulches in Ko'olau. The shore is low and the terrain gently sloping and jungle like. From Ulaino to Hana extends a hala forest growing upon recent lava flows which cover [page 501] the coast from Ulaino to Hana Bay. At Ulaino and Honoma'ele there are a number of places where dry taro was still planted by Hawaiians in 1934 together with other small subsistence plantings. Formerly there was scattered planting all along the coast and forest plantations inland, between Ulaino and Nahiku, which are connected by the old Alaloa trail crossing the low- lands near the coast line.

In 1954 there were about ten houses still occupied in lower Nahiku, and a small school in use. There were some Hawaiians and some Japanese. Apparently ranching was the only activity; we saw no taro or sweet-potato patches, but there were some bananas. A number of houses had been abandoned and were falling into decay; others had more recently been vacated. [Handy et al. 1972:502]

Oral history interviews with kūpuna Helen Nākānelua, James K. Hū'eu, Mina Atai, Joe Rosa, Stephen Cabral, Beatrice Kekahuna, and Marjorie Wallett demonstrate continuity in practice, customs, and traditions as described by Handy et al., above (see Volume II).

Native Traditions Describing Management of Land, Water and Ocean Resources

In the nineteenth century, several native and foreign writers recorded first-hand accounts of various aspects of Hawaiian life and their relationship with the 'āina (land), wai (water), kai (ocean), and 'ohana (family). Many customs and practices were handed down from elders of preceding generations, which are shared similarly on all islands, and which demonstrate a deep “cultural attachment”⁵ to the biocultural landscape. Native Hawaiian historian, Samuel M. Kamakau (also a member of the Land Commission and District Judge on Maui), penned several important narratives which describe the significance of, and attitudes towards 'āina, wai, kai, and 'ohana, in the Hawaiian mind.

In his “Mo'olelo o na Kamehamehas” (History of the Kamehamehas), Kamakau (1867; Ruling Chiefs, 1961) titled one section of his account “O na Hana ike a me ke Akamai mamua o ka Hiki ana mai o na Misionari” (The Skilled Works and Wisdom—of the Hawaiians—prior to the arrival of the Missionaries). In these narratives Kamakau observed that the Hawaiians were adept at many crafts, they were industrious, skilled agriculturalists, and fishermen. He also noted that on Maui, both men and women worked the land (unlike divisions of labor that were established on some of the other islands in the group). The narratives also describe some of the hardships forced upon the people under the old system, but he notes that his people were worse off (ca. 1867-1869), under the foreign innovations than they were in earlier times:

The Hawaiians were in old days a strong and hard-working people skilled in crafts and possessed of much learning. In hospitality and kindness they excelled other peoples of the Pacific. *Cultivation of the land was their main industry.* With their hands alone, assisted by tools made of hard wood from the mountains and by stone adzes, *they tilled large fields and raised taro, sweet potatoes, yams, bananas, sugar cane, and 'awa; and bartered (ku'ai 'ia) their product or used it at home. Always the first food of the harvest was offered to the gods.* Parents before they died instructed their children, the sons to plant and fish, the daughters to make and dye tapa and weave mats. *The land was fertile, and the principal crop on Kauai, Oahu, and Molokai was wet-land taro cultivated in ponds, artificially constructed patches, along the banks of water courses, or anywhere where the ground was soft and moist.*

*On Maui and Hawaii where there was less wet land, dry-land taro was cultivated.*⁶ On Lanai and Niihau sweet potatoes were the principal crop. On Kauai, Oahu, and Molokai also are to

⁵ “Cultural Attachment” embodies the tangible and intangible values of a culture—how a people identify with, and personify the environment around them. It is the intimate relationship (developed over generations of experiences) that people of a particular culture feel for the sites, features, phenomena, and natural resources that surround them—their sense of place. This attachment is deeply rooted in the beliefs, practices, cultural evolution, and identity of a people.

The significance of cultural attachment in a given culture is often overlooked by others whose beliefs and values evolved under a different set of circumstances (cf. James Kent, “Cultural Attachment: Assessment of Impacts to Living Culture.” September 1995).

⁶ Kamakau notes on fewer lo'i kalo on Maui, is accurate for large areas on the island, but in Maui Hikina water resources were abundantly available for the development of irrigated pond fields (lo'i kalo and 'auwai).

be seen most of the fishponds built to preserve the fish supply; very few occur on the other islands.

The Hawaiians built houses of various kinds... [page 237] ...The house of a chief was made lofty with a high-peaked roof, and carefully thatched, first with some coarse material laid flat underneath and then with a covering of fine pili grass neatly tied and fastened to give a smooth appearance inside the house. Houses thatched with pandanus, ti, or banana leaves were finished with equal care. Heaps of mats completed the furnishing within. The houses of the commoners were of pili thatch, sometimes with cane leaves or 'uki grass underneath, or of pandanus or cane leaves folded over, and were often built only just a little higher than the head. Many varieties of grasses were used to put a handsome finish to the house...

All the work outside the house was performed by the men, such as [page 238] tilling the ground, fishing, cooking in the imu, and furnishing whatever the women needed in the house. This was the common rule on Kauai, Oahu, and Molokai, but *on Maui and Hawaii the women worked outside as hard as the men, often cooking, tilling the ground, and performing the duties in the house as well.* At the time when Kamehameha took over the rule from Hawaii to Oahu it was not uncommon to see the women of Hawaii packing food on their backs, cooking it in the imu, and cultivating the land or even going fishing with the men. *On Maui the men showed their wives where their patches were and while they went to do other work the women brought the food and firewood from the uplands and cared for the imu.* This was why the chiefs of Hawaii imposed taxes on men and women alike and got the name of being oppressive to the people, while the chiefs of Oahu and Kauai demanded taxes of the men alone.

Fishing was one of the chief occupations in old days. The fishhooks were made of turtle shell, dog, fish or human bones, prongs of hard wood, and other materials... The Hawaiians, both men and women, were expert in the art of preparing olona fiber from the bark of maoli, ma'alua, hopue, mamaki, and papakukui. It required intelligence to do this work properly... [page 239]

...[[In old days people who lived in out-of- the-way places were heavily burdened by labor performed for chiefs, landlords, and land agents. But although the work was hard, that today is even more so when families are broken up and one must even leave his bones among strangers. In the old days, the people did not work steadily at hard labor but at several years interval, because it was easier then to get food from the fishponds, coconut groves, and taro patches. Hogs grew so fat that the eyelids drooped, bananas dropped off at a touch, sugarcane grew so tall that it leaned over, sweet potatoes crowded each hill, dogs fattened, fish cooked with hot stones in the early morning filled the food gourd, and a man could eat until he set the dish aside. This was the generous way of living under a chief who made a good lord; the people were fed and every wish of the chief was gratified. Labor done in the patch of the chief was a rental paid for the use of the land and everyone was benefited thereby. Today the working man labors like a cart-hauling ox that gets a kick in the buttocks. He shivers in the cold and the dew-laden wind, or broils in the sun with no rest from his toil. Whether he lives or dies it is all alike. He gets a bit of money for his toil; in the house where he labors there are no blood kin, no parents, no relatives-in-law, just a little corner for himself. In these days of education and Christianity there is no regard for the old teaching of the ancestors. In those days the boys were taught to cultivate the ground and fish for a living, the girls to beat out tapa and print patterns upon it, and to work well and pray to the god, and they were taught that it was wrong to be indolent and take to robbing others. These

teachings were held in esteem in old Hawaii, and the land was rich and its products varied... [Kamakau 1961:372]

Wahi Iiina (Places of Internment)

In another section of his history, Kamakau revisits the attachment-connection shared by the people for the land of their ancestors. He describes this in the context of the land as the burial place of one's family, and the sanctity of such a relationship:

...In the old days the inheritance of the family burial place, the caves and secret burial places of our ancestors was handed down from these to their descendants without the intrusion of a single stranger unless by consent of the descendant, so that wherever a death occurred the body was conveyed to its inheritance. These immovable barriers belonged to burial rights for all time. The rule of kings and chiefs and their land agents might change, but the burial rights of families survived on their lands. Here is one proof of the people's right to the land.

With this right of the common people to the land is connected an inherent love of the land of one's birth inherited from one's ancestors, so that men do not wander from place to place but remain on the land of their ancestors. The Kona man does not wander to 'Ewa or Ko'olau, nor does the 'Ewa man change to Waialua. Whether rich or impoverished and barren, his love is unchanged; he cannot treat the land with contempt. However good the land on which he later lives he will wish to return to the land of his birth. The land so worthless in the eyes of a stranger is good to him. But today the habit of going away for an education or sailing abroad has undermined this old feeling for the land... (Kamakau 1961:376)

An Overview of Native Traditions and Customs of Water Management and Cultivation of the Land

The significance of "wai" (potable water) in all aspects of Hawaiian life is a consistent theme in native traditions, practices, land use, and historical accounts throughout the Hawaiian Islands. This includes Maui Hikina and has been recorded in oral history interviews with elder kama'āina of the region. While the significance and value of water is on-going in the lives of native Hawaiians today, the economic extraction of water has irreparably damaged both 'āina and traditional customary practices.

In the 1970s, Kepā Maly, regularly visited Kupuna Mary Kawena Pukui, kupuna (grand-aunt) of co-author, Onaona Pomroy-Maly. Kupuna Mary Kawena Puku'i, dedicated her life to the collection and recordation of native Hawaiian lore and practices. During the visits with Tūtū Kawena, she shared recollections and explanations of various aspects of Hawaiian lore with Maly. Among the traditions shared by Tūtū Kawena was a discussion about the intimate relationship of Hawaiians with the environment around them—specifically the relationship between wai, kalo, and 'ohana. The following notes (a paraphrased summary of what she shared) were recorded on April 11, 1975, at Tūtū Kawena's home in Mānoa, O'ahu—

'Ohana is family, relative, kin; this word comes from the Hawaiian word 'ohā, which describes the offspring of the kalo. The 'ohā grow and are nurtured by the makua. The makua is the head of the stalk (kalo). The kupuna, the grandparents and ancestors, are those who stand at the spring, literally the source of water, and are above. The keiki

(offspring), and the mo'opuna (grandchildren) are connected back to the spring or source of the family...

The Hawaiian word for water is wai. The Hawaiian word for wealth is waiwai; wai doubled, or said twice. When you have wai you have life, the ability to sustain yourself upon the land. And the water was believed to be from Kāne i ka wai ola, Kāne the giver of the water of life.

The Hawaiian word for a spring of water is puna-wai. Pūnāwai or pu'una-wai describes a place where water bubbles up from the ground (rising like a hill or a mound), it is the source of water. The Hawaiian word kupuna, may be translated as — ku (standing at) puna (the source of water); ku-puna are those who stand at the source of water. Now, this has deeper meaning than standing at the water source. When duplicated, the Hawaiian word wai, is waiwai which means “wealth.” Thus the one who stands at the puna stands at the source of wealth. In this case, the wealth isn't in material things, it is that our elders are those who stand at the source of knowledge. They stand at the well-spring gained by the years of their life, and from that which has been handed down to them from their own kupuna, and they in turn, pass their waiwai on to their 'ohā, keiki, mo'opuna, mo'opuna kuakāhi, kualua, and on down the generations, from piko (umbilical cord) to piko... (pers. comm. M.K. Pukui).

As recorded in the oral history interviews, and expressed by many people who have spoken about the waters of Maui Hikina, we see that the relationship between water, land, and people remains integral to the well-being of the Hawaiian families of the land, and indeed, is important to all the people of Hawai'i.

The following historical narratives provide readers with detailed descriptions of: (1) Hawaiian customs and practices associated with water and land use; and (2) matters pertaining to pono wai (water rights). These accounts were collected and penned by historians and legal experts (Hawaiian and non-Hawaiian alike). While generally shared across the Hawaiian Islands, the descriptions are consistent with the nature of resource management and subsistence agriculture in Maui Hikina. Importantly, they demonstrate time-depth in the recollections shared by many of the participants in the oral history interviews conducted in the region in the early 2000s. Italics of selected texts is used here to draw reader's attention to various passages.

In writing about “mahi'ai 'ana” (cultivation of the land) in both dry land and wet land systems, S. M. Kamakau (1976) described several methods of cultivation and environmental (or elevational) zones. He also observed that ceremony was a part of the field preparation, planting, and harvesting processes. The following narratives are excerpted from Kamakau's writings in the late 1860s and early 1870s:

My People Have Been cultivators from very ancient times; it was by agriculture that they made a living for themselves, for their families, and for those dependent on them. For some it was a favorite occupation. Ka po'e kahiko were not well supplied with proper tools; they had no iron digging implements, no cattle, no horses. Their tools were their hands and their backs—these were their cattle, horses, and carts. Their hands were their lifting implements and their shoulders their carts for hauling rocks, great logs, and all heavy things. If they wanted canoes, or posts for their houses or fences, thatching sticks, or any other kind of wood they might want for themselves or for others, their hands had to serve as axes, ko'i lipi, adzes, ko'i holu, koi kahela, ko'i ho'oma, ko'i wili, and planes, ko'i pahī; their hands had to break the wood and carry it to the lowlands. Because of this lack of proper tools, they used adzes of stone, shell (pupu mahaloa) and walahe'e wood—and also their teeth. Fire

was a man's plow and his clearing implement. With his hands he softened the earth, weeded, raked, and spaded, with only the help of a wooden digging stick.

The Cultivation of Sweet Potatoes

The methods of planting sweet potatoes were not the same in all places, because the places were different. The place might be on the lower mountain slope, 'apa'a; in open country, kula; in the forest, kuahiwi; or on bottom lands, palawai; it might be pitted, or stony, or uneven.

There were two main kinds of sweet potato cultivation in ancient times, one called the malo 'eka ("dirty malo"), and the other, ha'aheo ("aristocratic"). The ha'aheo method was used on the bottom lands. These [1976:23] palawai lands were not planted during the wet weather, but in dry weather during the season of Kau [the dry season], when leaves were turning yellow.

This is the way the planting was done on palawai lands. About a hundred or more acres intended for planting were set on fire, and after a week had gone by, the land was softened by digging, and all stubbles of grass and brush were removed. Thus it lay for a month, until the moisture in the ground rose to about half an inch from the surface. Then sweet potato slips, lau, were gathered. If they were gotten from a distance, the slips were broken off and allowed to wilt in the sun. Then the leaves were plucked off, leaving about four with the leaf bud. The slips were made up into bundles, from about eighty to a hundred in a bundle, and bound with cords. These were wrapped in ti or other leaves to keep them moist, and left for a week or two before planting... The planting of the slips began with the first row, which was laid out very straight with fish line or rope. The mounds for the potatoes were to be spaced three or four meters apart. It was not well to have them too close together, lest the growing vines become entangled with each other... The men stood along the width of the field with their backs to it and began digging... Women followed with the slips, dropping two into each planting hole and other women placed them side by side and packed the earth down around them with their feet... The sweet potato slips were then left alone until they had sprouted rootlets, then they were cultivated. After that, the vines were allowed to [page 1976:24] grow and spread out from the planting holes, and the mounds were kept softened until the vines had lengthened out to about three or four meters and were becoming entangled. The runners were wound up high on the mounds to prevent them from becoming entangled with each other and to check excessive growth. Then tubers appeared; huge ones that filled each mound, and so big that in order to cook them thoroughly they had to be cut in pieces.

There was one great fault with such lands [and that was flooding]. In a sunny winter season (ho'oilo lola) without heavy rains, the plants flourished and all was well. But when dark rain clouds lowered and the wind blew hard enough to lay the sugar cane prostrate, then racks, haka, were made ready to save the potatoes, ten or more racks for each man's crop. Plenty of wood was required for the rack frames and rails. The land was so flooded that a canoe could sail on it. The sweet potatoes were trampled out with the feet and lifted up onto the racks. Everybody helped himself to them without being rebuked; this was "lost" food anyway (he 'ai poho 'ia). The people who planted on the hillsides ('apa'a) escaped loss, for the water did not reach there. Wauke was also destroyed by the water, but the sugar cane and bananas were unharmed, except when uprooted and carried away by the flood... [1976:25]

The Cultivation of Taro

Taro is a plant food that was raised on “wet” or “dry” lands—‘aina wai or ‘aina malo’o. On lands where rain fell abundantly, dry taro, kalo malo’o, was planted from before the door of the house to where the kukaepua’a grass and the ‘ama’u ferns grew, clear to the edges of the forest and right up to the kuahiwi. Where rain fell less abundantly, dry taro was found under ti [1976:31] plants, ‘ama’u ferns, and in wooded places. There were two ways of dry plantings, one on fields, mala, and patches, kihapai, that had been burned over, or cleared of ‘ama’u ferns... The huli were just dropped into the planting holes and when the kihapai was all planted, the cuttings were left until rootlets spread and the plants began to grow. Then the planting holes were pressed closed and mulched with grass. When the planter saw a fine growth of taro from one end of the field to the other, with four or five leaves to a plant, he set the whole field on fire, regardless of the green taro leaves. When all was burned over, the taro grew up again out of the soil so luxuriantly that a man could be hidden among the leaves-providing the soil were mulched again... [1976:32]

There were many kinds of wet taro plantings, two important ones being planting on mountain slopes, ‘apa’a, and planting in marshlands, poho... Cultivation of wet taro in boggy places was marshland cultivating, mahi’ai kalo poho, it was miry work. A man sank into mud up to the thighs, the loins, the chest, while the water rose as high as the chin. This was called kuawehi, “black back,” planting because the back of the planter was burned black by the sun... The kama’aina, however, built up his mound neatly and trimly, whether he shaped it round or square or in whatever shape he chose.

The making of a lo’i [irrigated terrace or pond field] required much work. If the planter were a chief, the work was easy, for he had from a hundred to a thousand workers to do his work for him. The chiefs’ lo’i were therefore large. This was also true of a prominent person or one with a large family (‘ohana) and many kinfolk (makamaka); he too had a large lo’i. Those who had no help had a small lo’i, although an industrious man who worked day and night might have a large one.

This is how such a new taro patch, a hakupa’a, was made. For a few days water was flowed over the land selected for the lo’i, perhaps a kula land, or [1976:33] some other place suitable for such a purpose. A few days later, when the soil was thoroughly soaked, “food” and “fish” were brought to the scene of labor; if pigs were brought they were baked there. When the men had gathered—perhaps to the number of several hundred—most of them were lined up at the lower bank of the patch. If the bank were forty anana [fathoms] in length, they were perhaps in two or three rows. Along the two shorter sides there might also be two or three rows.

Then the embankments, the kuauna, were raised by heaping up dirt from below. Two or three meters away from each bank they dug down for three or four feet and, leaving the dirt of the bank to make a solid foundation, they heaped up the dirt to raise the embankment, and leveled the dirt on the bank. They stamped the sides facing the lo’i with their feet to straighten them, then beat in sugar cane tops until they disappeared, then beat in coconut stems, ha niu. To make firm the foundation underneath, they pounded in large flat rocks, covering them with damp soil and pounding that in. When the sides of the three kuauna were even and the foundation smooth, they covered them with fine soil, trash, and grass to prevent them from cracking in the sun.

After that the lo'i itself was dug out. This digging took from a month to some years to complete. Then it was treading. On the day of treading the lo'i was filled with water, and the owner of the patch made ready plenty of "food" (poi), pork, and "fish." It was a great day for the men, women, and children, and no chief or chiefess held himself too tabu to tread in the patch. Every man, woman, and child bedecked himself with greenery, and worked with all his might-trampling here and there, stirring the mud with his feet, dancing, rejoicing, shouting, panting, and making sport. This treading was done so that the water would not sink into the soil, and to allow the taro to grow. The taro was not planted until the next day, when the mud had settled to the bottom.

Select taro cuttings (huli wae) were planted. Among the varieties preferred by ka po'e kahiko were, the haokea, because it produced many suckers; the ipuolono, the ipulonokea, also called piko; the pi'iali'i, also called makohi, the nohu; the 'ili'a, the lehuakuikawao, the ka-i; the 'elepaio; and many others. Ka po'e kahiko were familiar with the nature of their huli, and in cutting them, noted those that were weakening in vigor, and marked their bases with a cross, leaving the select tops unmarked. The planters knew that the marked huli were not to be planted in the row lest the taro decay; their strength was spent and they were worn out. But the select tops were strong, and the plants would last a long time.

After the lo'i had been planted with taro, the embankments were planted with bananas, sugar cane, and ti. Fishes such as awa, pua 'ama'ama, 'o'opu, and aholehole were liberated in the reddish-brown water of the lo'i. When the huli had grown three or four leaves—the laupa'i and the lau'awa leaves—the planter of the new patch gave thanks to the god. He plucked a number of these lau'awa leaves, made two or more bundles of them, went back home, lighted a fire, cooked them until they were well done, prepared [1976:34] his "food" (poi), and gave thanks to the god, addressing him thus:

E kulia e ikumaumaua e ke akua,	Pause and receive thanks, O god,
E Kane, e Kaneikawaiola;	<i>O Kane, O Kane-of-life-giving-water;</i>
Eia ka lu'au, ka lau'awa mua o ka	Here is lu'au, the first leaves
'ai a kakou;	of our taro;
E ho'i e 'ai ke akua;	Turn back, and eat, O god;
E 'ai ho'i ko'u 'ohana,	May my family also eat,
E 'ai ka pua'a,	The pigs eat,
E 'ai ka 'ilio.	The dogs eat.
E ola ho'i a'u i ko pulapula,	Grant success to me, your offspring,
I mahi'ai, i lawai'a, i kukulu hale,	In farming, in fishing, in house building,
A kaniko'o, haumaka'iole, a palalauhala,	Until I am bent with age, bleary eyed as
	a rat, dried as a hala leaf,
A kau i ka puaaneane;	And reach advanced old age;
O kau ola ka ho'i ia.	This is the life that is yours to grant.
'Amama, ua noa; lele wale aku	'Amama, the kapu is freed; the
la ho'i.	prayer has gone on its way.

After his praying and appealing to the god, the planter ate the lau'awa with his poi until satisfied, and gave some to the pigs. This was to signify that he had plenty of "food" (taro); there was enough for the mighty planter and for his pigs too.

When the taro was growing vigorously the weeds were pulled out and the huli pressed firmly into the earth from one side of the patch to the other. In the morning after this was done the planter went to the first bank of the new patch and uttered this prayer and appeal to the god:

E ke akua, E Kukulia, E Kukeolowalu,	O god, O Ku-[of]-the-striver, O Ku-of-joint-effort,
He olowalu ka ulu o kua kalo, e Kukeolowalu;	Make our taro grow prolifically, O Ku-of-joint-effort;
He mai'a ka ha o ka kua kalo e Ku,	Make our taro have stalks like banana, O Ku,
He 'ape ka ha o ka kua kalo e Ku,	Make our taro have stems like the 'ape, O Ku,
Lau mai'a ka lau o ka kua kalo e	Make our taro have leaves like Ku, the banana, O Ku,
Nalowale kanaka ilalo o ka kua kalo la e Ku	That a man may be hidden; amongst our taro, O Ku;
E Kukeolowalu, ku'u akua a hiki i ke o'o ana o kalo la, e Ku;	O Ku-of-joint-effort, my god until the taro reaches maturity, O Ku;
Amama ua noa lele wale ho'i.	'Amama, the kapu is over; the prayer has gone on its way.

After that it was tabu for anyone to go into the lo'i or to cultivate it until the taro matured. The plants on the banks were, however, constantly cared for. It was a matter of pride to the planter to have flourishing plants on the kuauna, and a man skillful in this work was a "chief" (he ali'i he kanaka maiau [1976:35] ma keia hana); [he had an abundance of food, and was therefore as independent as a chief]... [1976:36]

Kamakau's general descriptions of the planting process, the mannerisms, and pride in doing the work are still expressed today by the Hawaiian practitioners interviewed in Maui Hikina.

Knowledge of one's landscape, when you depend on all aspects of it, is integral to life. In his writings, Kamakau also provided readers with a discussion of the environmental regions of the kahawai water systems:

The Waters

Water flowing from the mountainside is called a kahena wai or a kahawai, a watercourse or stream. The spot from which water begins to flow is the po'owai, it is the source of the water. The bank on either side is called kapana wai or ka'e no ka wai or ikana wai, and the water amid-stream is called the holomoku or ihiakala. Water that rushes along is called a kololio or kahawai, where it flows in a slow deep current it is a muliwai. A section of rushing water is also called a kololio as well as ko'ie'ie. Where the water is turbulent it is called pu'ewai, and where it eddies, it is called wiliwai. Where the water of a slow-moving stream, a muliwai, meets the sea is called a nuku muliwai, and [1976:10] the mouth of a shallow rushing stream, a kahawai, is called a nuku kahawai. Water flowing over a cliff is called a waiilele, waterfall. If the water divides in falling (kahe makawalu), it is called a waihi, cascade; if the water sprays (kulu makali'i) in falling over a cliff it is called huna waiilele or wai puhia or wai ehū.

The area near the sea, makai of a village or a group of houses, is called kalawa kahaone, curve of beach, or kahaone manawanawa, beach with manawanawa plants, or kahaone pohuehue, beach with pohuehue plants, or kahaone mahikihiki, beach with mahikihiki grass. The part of the beach where 'ohiki crabs live is the one wai, wet sand. These terms apply only to low stretches of sandy beaches; the terms for rocky shorelines are different... [1976:11]

Wai o ke Ola (Waters of Life)

In addition to the narratives by S. M. Kamakau, above, we find further discussions on the sacred nature and importance of water in the Hawaiian belief system. Nathaniel Emerson, son of a missionary stationed at Waialua, O'ahu, took a great interest in the traditions, practices (including mele and hula), and beliefs of the Hawaiian people. He spent much of his life collecting, translating, and writing on Hawaiian lore. Among his accounts is a discussion of water, which was also known as "Wai o Kāne" (Waters of Kāne). In the following mele (chant) collected by Emerson on Kaua'i (prior to 1906), is an expression of the great love and esteem of the Hawaiian people for wai (water). Importantly, the mele also includes a reference to a spring of water made by Kāne and Kanaloa at Ke'anae⁷.

The Water Of Kane

If one were asked what, to the English-speaking mind, constitutes the most representative romantico-mystical aspiration that has been embodied in song and story, doubtless he would be compelled to answer the legend and myth of the Holy Grail. *To the Hawaiian mind the aspiration and conception that most nearly approximates to this is that embodied in the words placed at the head of this chapter, The Water of Kane...*

This mele comes from Kauai, the island which more than any other of the Hawaiian group retains a tight hold on the mystical and imaginative features that mark the mythology of Polynesia; the island also which less than any other of the group was dazzled by the glamour of royalty and enslaved by the theory of the divine birth of kings.

He Mele no Kane

He ù-i, he ninau:
E ù-i aku ana au ia oe,
Aia ihea ka wai a Kane?
Aia i ka hikina a ka La
Puka i Hae-hae;^{a-1}
Aia i-laila ka Wai a Kane.

E ù-i aku ana au ia oe,
Aia i-hea ka Wai a Kane?
Aia i Kau-lana-ka-la,^{b-1}
I ka pae opua i ke kai,^{c-1}

Ea mai ana ma Nihoa,^{d-1}
Ma ka mole mal o Lehua;

The Water of Kane

A query, a question,
I put to you:
Where is the water of Kane?
At the Eastern Gate
Where the Sun comes in at Haehae;
There is the water of Kane.

A question I ask of you:
Where is the water of Kane?
Out there with the floating Sun,
Where cloud-forms rest on
ocean's breast,
Uplifting their forms at Nihoa,
This side the base of Lehua;

⁷ In an oral history interview with Kupuna James Keolaokalani Hū'eu (November 6, 2001), we learn the name of this spring, and details of how the spring of 'Ōhi'a, at Waianu, Ke'anae, was made.

Aia i-laila ka Wai a Kane.
E ù-i aku ana au ia oe,
Aia i-hea ka Wai a Kane?
Aia i ke kua-hiwi, i ke kua-lono,

I ke awawa, i ke kaha-wai;

Aia i-laila ka Wai a Kane.
E ù-i aku ana au ia oe,
Aia i-hea ka Wai a Kane?
Aia i-kai, i ka moana,
I ke Kua-lau, i ke anuenuē,
I ka punohu,^{a-2} i ka ua-koko,^{b-2}

I ka alewa-lewa;
Aia i-laila ka Wai a Kane.

E ù-i aku ana au ia oe,
Aia i-hea ka Wai a Kane?
Aia i-luna ka Wai a Kane,
I ke ouli, i ke ao eleele,

I ke ao pano-pano,
I ke ao popolo-hua mea a Kane la, e!

Aia i-laila ka Wai a Kane.

E ù-i aku ana au ia oe,
Aia i-hea ka Wai a Kane?
Aia i-lalo, i ka honua, I ka Wai hu,

I ka wai kau a Kane me Kanaloa—^{c-2}
He wai-puna, he wai e inu,
He wai e mana, he wai e ola.

E ola no, e-a!
[Emerson, 1909:257-259]

There is the water of Kane.
One question I put to you:
Where is the water of Kane?
Yonder on mountain peak, on the
ridges steep,
In the deep valleys, where the rivers
sweep;
There is the water of Kane.
This question I ask of you:
Where, pray, is the water of Kane?
Yonder, at sea, on the ocean,
In the driving rain, in the heavenly bow,
In the piled-up mist-wraith, In the
blood-red rainfall,
In the ghost-pale cloud-form;
There is the water of Kane.

One question I put to you:
Where, where is the water of Kane?
Up on high is the water of Kane,
In the heavenly blue, in the black
piled cloud,
In the black-black cloud,
In the black-mottled sacred cloud of
the gods;
There is the water of Kane.

One question I ask of you:
Where flows the water of Kane?
Deep in the ground, in the gushing
spring,
In the ducts of Kane and [Kana] Loa,
A well-spring of water, to quaff,
A water of magic power—The water
of life!
Life! O give us this life!

Footnotes:

-
- ^{a-1} Hae-hae. Heaven's eastern gate; the portal in the solid walls that supported the heavenly dome, through which the sun entered in the morning.
- ^{b-1} Kau-lana-ka-la. When the setting sun, perhaps by an optical illusion drawn out into a boat-like form, appeared to be floating on the surface of the ocean, the Hawaiians named the phenomenon Kau-lana-ka-la—the floating of the sun. Their fondness for personification showed itself in the final conversion of this phrase into something like a proper name, which they applied to the locality of the phenomenon.
- ^{c-1} Pae opua i ke kai. Another instance of name-giving, applied to the bright clouds that seem to rest on the horizon, especially to the west.
- ^{d-1} Nihoa (Bird Island). This small rock to the northwest of Kauai, though far below the horizon, is

here spoken of as if it were in sight.

- a-2 Punohu. A red luminous cloud, or a halo, regarded as an omen portending some sacred and important event.
- b-2 Ua-koko. Literally bloody rain, a term applied to a rainbow when lying near the ground, or to a freshet-stream swollen with the red muddy water from the wash of the hillsides. These were important omens, claimed as marking the birth of tabu chiefs.
- c-2 *Wai kau a Kane me Kanaloa*. Once when Kane and Kanaloa were journeying together Kanaloa complained of thirst. Kane thrust his staff into the pali near at hand, and out flowed a stream of pure water that has continued to the present day. The place is at Keanae, Maui. [ibid.]

In a series of articles published in 1865 in the native language newspaper, *Nupepa Ku Okoa*, J. Waiamau, penned an account about the gods Kāne and Kāneloa, and their association with springs that were formed around the islands. The third article in the series was titled “Ka Hoomana Kahiko, Ka Moololo no Kaneloa, kona mana a me kana mau hana.” (Ancient Religion. The Traditions of Kaneloa, his power, and the things done by him.), and in it, is mentioned a spring in the Hāmākua region of Maui that was made by, and which bears the name of Kāneloa (unfortunately, the specific location is not given). Summarized, Waiamau wrote:

Kane and Kaneloa had come from Kahiki, and traveled around the island of Hawaii. At various locations they desired to drink awa, and when no fresh water was available, Kaneloa struck his spear into the ground and fresh water poured out. At each of the places where this occurred, there is a spring that bears the name Kaneloa. Once they had completed their circuit around the island of Hawaii, Kane and Kaneloa then traveled to Maui. On their journey around Maui, they arrived at Hamakua, and desired to drink awa, but there was no fresh water. They caused the water to flow, and they then were able to drink the awa. Because they came, and needed water, the water flows, and the spring is called Kaneloa to this day... [J. Waiamau in *Nupepa Ku Okoa* – January 19, 1865:2; Maly translator]

Handy, Handy and Pukui (1972), also write extensively on the correlation between water (wai), life (ola), land (‘āina), and wealth (waiwai). In summarizing their research in paper collections and through field interviews in the 1920s-1930s, Handy, Handy and Pukui (1972) observed that:

...*The life of taro was dependent upon water*. In his role as life-giver, Kane the procreator was addressed as Kane-of-the-water-of-life (Kane-ka-wai-ola). Water (wai) was so associated with the idea of bounty that the word for wealth was waiwai. And water rights were the basic form of law, the Hawaiian word for which was ka-na-wai, meaning “relative to water...” [1972:19]

...*Fresh water as a life-giver was not to the Hawaiians merely a physical element; it had a spiritual connotation*. In prayers of thanks and invocations used in offering fruits of the land, and in prayers chanted when planting, and in prayers for rain, the “Water of Life of Kane” is referred to over and over again... [1972:64]

Handy et al., also observed that Kāne-i-ka-wai-ola —

“Kane-of-the-living-waters,” with whom taro, sugar cane, and bamboo were identified, and Lono the rain god who took the form of sweet potato, gourds, and swine, were invoked together in most prayers for abundance, sometimes with Ku in his role as forest god, and Kanaloa, one of whose forms was the banana tree. [1972:311]

Ka Honua Ola – The Living Biocultural Landscape

Being situated on the eastern slopes of Haleakalā, the lands of Maui Hikina comprise a large portion of the rich water-producing forests of the East Maui Watershed, which collects rains from the ko'olau or windward weather systems that prevail upon the Hawaiian Islands. From ancient times, the abundant rains supported the development of rich forests, which for the last 175 years have been radically altered, and now are increasingly threatened by continued extraction of water resources and growing populations of invasive species (including both plants and animals). In their natural setting, the rains and forests led to the formation of hundreds of streams (kahawai) and thousands of small feeder tributaries (e.g., waikahe and kahawai lī'ili'i), which have molded the landscape of Maui Hikina into one with many large valleys (awāwa) and smaller gulches (kahawai). These watered valleys and gulches, and their associated flat lands (kula), have been home to and sustained Native Hawaiian families for centuries.

While this manuscript includes a number of references to the cultural-historical landscape of Maui Hikina, we point out that we have not repeated all that has been previously written about the region. We have included a large sampling of documentation from many primary (firsthand) accounts written by Native Hawaiians (some not previously available in English); foreign visitors and residents; and quote detailed accounts in order to bring a wide range of important narratives into the planning processes for the Maui Hikina Watershed Management Plan. In this way, those interested may gain access to information that may be difficult to locate. We also note that rather than "rewriting" accounts of substance which have been authoritatively written, we have chosen to include pertinent quotes (some lengthy), and in short introductions to identify selected topics of interest which will be found within the narratives. In this way, one may read the texts and receive information as the original authors or translators intended it to be.

‘Ōlelo a me nā Mele Ho‘ohiwahiwa

Hawaiians have always commemorated their relationship with their living environment through 'ōlelo no'ēau and 'ōlelo a'o (poetical and instructive sayings), mele (chants), and later, songs. The sayings and mele celebrate all facets of life and death. Within them are found named places, descriptions of resources, and events on the land or in people's lives. In the selected narratives, we have used italics to identify place names, winds, rains, and notable resources.

One of the most significant texts penned by Kamakau (in *Nupepa Kuokoa*, Pepeluari 23, 1867:1), in which lands and natural resources of the windward region of Maui are described, is known as the mele (chant) of Keaulumoku, composed in ca. 1780. The mele (chant) is attributed to the kahuna or seer, Ke-a-ulu-moku. In it, we find place names, descriptions of rains, winds, sites, and resources of note at various localities of Maui Hikina. Kamakau (translated in 1961) wrote:

...Ke-a-ulu-moku was another celebrated man of Ka-lani-'opu'u's day. His father was the great chief Ka-ua-kahi-akua-nui, son of Lono-maka'i-honua and Kaha-po'ohiwi, but his mother belonged to Naohaku in Kohala. He was celebrated as a composer of war chants, chants of praise, love chants, prophetic chants, and genealogical chants. When he went back to Hawaii with Ka-lani-'opu'u he was homesick for *the two Hamakua districts of Maui* where he had lived with Kamehameha-nui and Ka-hekili. His love for the place found expression in the following lines:

Alo—ha, alo—ha—	Affectionate longing, affectionate longing,
Aloha wale o'u maku—a la—e o'u	Affection for my (foster) parents, makua, my parents,
Aloha wale o'u makua	Affection for my parents [page 112]
Mai na 'aina Hamakua,	Who belong to <i>Hamakua</i> ,
He mau 'aina Hamakua elua,	The <i>two districts of Hamakua</i> ,
No'u mua kaikua'ana i noho ai.	Where my elder brothers live.
He ala pali na'u he mau ali'i ia,	My hillside trails are theirs to rule,
O ka hanai ana komo ke aloha,	They nurtured me until I loved them;
Lele hewa au i he mau kaikua'ana—e	I find myself with other elder brothers
'A'ole—he mau mea 'e wale no o laua.	Who are not the same to me.
He ua i pono—e—pono ia ua.	Let the rain fall, for rain is good.
A he ua i halaka, he mahala,	It patters down, it pelts down,
Pehi hewa i ka nahele	It crushes the forest growth,
Kua'oa kanikani i ka pua lehua.	It sprinkles musically on the lehua.
Ua lehua, he lehua hala,	<i>The lehua trees blossom, the yellow lehua,</i>
Ua i ka lehua o Kailua.	When the rain comes to <i>the lehua of Kailua</i> .
Lehua maka konunu i ka wai,	The lehua petals are heavy with raindrops,
Konunu oha'ha'.	Heavy, heavy and full-blown.
Halana makapehu wale no kie ia,	They know not the pangs of thirst
Pehu, ua mae ka maka mua o ka hinalo ho'i.	That wilt the first-blown <i>pandanus bloom</i> .
Ho'i ka ua ma Haneho'i,	The rain returns by way of <i>Haneho'i</i> ,
Ma ka lae o Pu'umaile i Hoalua,	Along the brow of <i>Pu'umaile</i> to <i>Hoalua</i> ,
Ma kahakua o Pu'ukoa'e,	Over the ridge of <i>Pu'ukoa'e</i> ,
Ma ke alo pali o Huelo.	Before the face of the cliff of <i>Huelo</i> .
Ua pohā' Kaumealani,	There it pours down on <i>Kaumealani</i> ,
U a ko ia e ka pua nui	The rain that brings out the full-blown flowers
Hukia aku la lilo i kai	And draws them close down to the shore.
Lilo aku la ua i ka moana,	The rain goes out to sea,
He maka o Hawini ia ua,	It falls on Hawini like teardrops,
He ua 'alo ma ka lae,	It passes along over the capes,
Nihi pali nihi lae,	It creeps by the cliffs and capes,
[page 113]	
Nihi i ka lae o Mokupapa.	Creeps by the cape of Mokupapa.
Hele wale ka ua a kipa wale,	The rain comes uninvited,
Ka ua pe'e hala huna kai o—	<i>The rain that hides in the hala groves below,</i>
O—huna lauki.	Whose fine drops water the ti plants.
Huna ke kupa i ka hala mua a kau.	The native-born hides away the first hala fruit of summer.*
U-u-e ua wahia e ka ua o ka ho'oilu.	And weeps over the stormy rains

* The yellow drupe of the pandanus (hala) fruit is cut and made into a lei to wear about the neck. One such lei is usually kept dry and not allowed to mildew in order to be used to exorcise evil spirits.

E ke kuawa kahi o ke kau Nana i ho'oko'o nei ka pua! Aui ka pua noho laolao i ke ka, Aui e noho e na pua polo pe'a; Pala ka'ao, ka'ao ka pola, Loli helele'i ahu ilalo; Loli ka'ao ka hala me ka hinalo. O ka hala o ka 'ohi'a lana i ka wai I ka'i ke kahawai o Kakipi, Iliina iluna o ka mau'u kuku', I ka pua po'o o ka mau'u pu'uko'a I kahi a maua e hele ai, Me ku'u wahine i ka ua hala o Kulo—li, A 'oia loli ke ala iho ma ka lau, Lauhala—e a ke 'o'i'o'ina 'oe i Ko'olahale, 'Ike aku i ka mahina hiki'alo'alo One ku a ki'i i ke kaha o Malama. Malamalama ke one kea ke hele ia, Kipa ke alanui mauka o Waiakuna, He kuna—e. Me he kuna kuhe la ke oho o ke kukui, 1 ka ho'olu'u lupekolo ia e ke hau A lipo a'ele'ele i ka waokoa. He'ele'ele ko ke kukui noho malu, He lena ho'i ka lau o kekahi kukui O ke kukui aku i waho i ka la, I ka ua ia e ka ua 'ulalena.	of winter. Oh! for the light summer showers That brought forth the blossoms! The blossoms droop with stem half-broken, The blossoms hang wilted and uncared- for; The fruit clusters, ripened above, Mildew and fall in heaps to the ground; Both fruit and flowers are mildewed. <i>The hala fruit and the mountain apples</i> drop into the stream And are washed down in the stream of <i>Kakipi</i> , Washed up on thorny weeds, Up on the flowers of coarse grasses Where we two have wandered, My wife and I, to the rain-wet hala grove of <i>Kuloli</i> , Fragrant among the leaves, The hala leaves over the resting place at <i>Ko'olahale</i> , Where we watched for the belated moon To rise over <i>the cinder cone of Malama</i> . [page 114] The white sands are plainly to be seen if we wish to go there, Over the upland <i>trail of Waiakuna</i> Winding like the fresh-water eel. The kukui leaves look dark like the kukui- gobey [kuna the eel] fish, When overshadowed by <i>the twining hau</i> <i>trees</i> Deep in the dusky <i>koa forest</i> . Dark are the leaves of the kukui in the shade, The leaves are pale yellowish green In the full light of the sun, Watered by the rainbow-tinted rain... [Kamakau 1961:115]
---	---

Hawaiians have also always been great poets. Their inspiration is derived from their gods, their living environment, the people around them, and events in their life. One form of mele composed by Hawaiians was in the form of lamentations, created after a loved one's passing. It was a common practice to compose kánaenae, kanikau or 'ūwē helu (chants that recounted events in the life of the departed and those left behind). Storied places traveled to, or which provided poetical expressions of love, resources, and experiences were all included in these mele. On June 28, 1877, the Hawaiian newspaper, *Ka Lahui Hawaii*, published one such lamentation offered for the passing of Maraea Kahuakainui, who had been born in Hāmākua

Loa in 1858. Lines excerpted from the offering made on behalf of Maraea Kahuakainui by Joseph Anakalea are cited below:

He kanikau aloha keia ia oe e Maraea Kahuakainui, Kuu kaikamahine mai ka ua kaapuni mai i na pali, Oia pali aloha a kakou i haele iho ai... descend...	This is a loving lamentation to you Maraea Kahuakainui, My daughter who comes for the place where the rains encircle the cliffs, Those cliffs which we so loved to
...Kuu kaikamahine mai ka la ikiki o Pilali e Mai ka lai pohu malina aloha o ua aina e, Aloha ia lai a kakou e pukukui ai e...	My daughter from the humid days at Pilali, In the beloved calm days on that land,
Kuu kaikamahine mai ka hale po i ka ehua a ke kai e. Kuu kaikamahine mai ka olu lau ki o Halemanu e, Mai ka malu lau niu hoi o Halemauuloa e Aloha ia wahi a kakou e nonoho ai e,	We loved the calm and huddled together... My daughter in the house darkened by the mist of the ocean, My daughter in the cool shelter of the <i>ti plants of Halemanu</i> , In the shade of the <i>cocconut fronds</i> <i>of Halemauuloa</i> , Beloved is that place where we all resided,
Ke uwe nei au me ou pokii i kou aloha e, Kuu kaikamahine mai ka ihu o ka lio e, A kakou e pukukui ai i ke kula o Peahi e, Kuu kaikamahine mai ke kula loa o Kahonualoa e, Aloha ia kula a kakou e holo ai i uka i kai Aloha Kapuai paa mai i	I am here crying with my siblings for your love, My daughter who was there at the snout of the horse, As we huddled on the plains of <i>Peahi</i> ,
ka ua noe, Aloha ka ua haaheo i ka lau	My daughter on the long plain of <i>Kahonualoa</i> , Love for the plain over which we rode from uplands to the shore, Love for <i>Kapuai covered in the misty</i> <i>rains</i> ,
o ke koa, Aloha Huleilei paoa aala i ka hala, Kuu kaikamahine mai ke ala opilopilo o ka uka. Kuu kaikamahine mai ka ua Ukiu o Makawao, Ke kahiko mai la i ka luna o Piiholo... E hoolono ana hoi kua o ka nehe hone a ke kai o Pilali, E walea ana hoi kua i ka pa kolonahe a ka makani kaomi,	Love for the <i>Haaheo rain on the koa</i> <i>leaves</i> , Love for <i>Huleilei, imbued with the</i> <i>Fragrance of the pandanus</i> , My daughter from the musty smell of the uplands, My daughter from the <i>Ukiu rain of</i> <i>Makawao</i> , An adornment there above Piiholo... We two listened to the <i>sweet murmuring</i> <i>of the ocean at Pilali</i> , We two relaxed in the gently blowing of the <i>Kaomi wind</i> ,

Ke paialewa ia mai la hoi ia e na ale o ka moana...	Lifting the waves up on the ocean,
...Kuu wahine mai ka ua peepeehala o Hamakua,	My woman from the <i>Peepeehala rains</i> <i>of Hamakua</i>
Mai ka uka po i ka lehua o Kilauea...	From the darkened upland lehua groves of Kilauea ...
Auwe kuu lei mae ole he wahine—e...	Alas my lei that does not wilt, a woman... [Maly translator]

**Kauapeepeehalaohamakua
(A rain of the Hāmākua Loa Region)**

As found in the two mele cited above, there are a number of poetic references to rains and winds across the region. One notable rain is “*Ka ua pe’epe’e hala o Hāmākua*” (The rain that causes one to hide/seek shelter under the pandanus of Hāmākualoa) (cited in *Nupepa Ka Lahui Hawaii*, Dekemaba 9, 1875:3). The reference is found in a lamentation for Kilioe, a native woman (86 yrs.) of Ke’a’a’ula, whose descendant, Poohina, resided at Pe’ahi.

In a later lamentation for Sarai Namai Kaleialoha the composer speaks of Pe’ahi and the rain that causes one to hide in the shelter of the hala trees:

**...E na pali hauliuli na kahawai o ka uka o Peahi,
ka ua peepee puhala o Hamakua...**

The green cliffs, and the gulch in the uplands of Pe’ahi,
in the rain which causes one to hide in the shelter of the
pandanus trees of Hāmākua... (*Nupepa Kuokoa* Kepakemaba 18, 1919:8)

**Maui Hikina, Inoa ‘Āina – Wahi Pana
East Maui Place Names – Storied & Sacred Landscapes**

Hawaiian place names are a significant record of cultural attachment and traditional knowledge of place. *Place names document the intimate relationship shared between the natural landscape, customary practices, and culture of the Hawaiian people. They are a record of the broad-personal knowledge of the honua ola from the mountain peaks to the ocean. Mo’olelo (traditions and history) tell us that named locations are significant. It has been observed that “Names would not have been given to—or remembered if they were—mere worthless pieces of topography”* (see Handy, Handy and Pukui, 1972:412). In ancient times, named localities served a variety of functions, including, but not limited to:

- (1) describing a particular feature on the landscape;
- (2) names that commemorate and honor akua and deity,
- (3) places where natural resources were found;
- (4) pūnāwai, kahawai (sources of potable water);
- (5) sites of heiau or other features of ceremonial importance;
- (6) triangulation points such as ko’a (ceremonial sites and markers for fishing grounds);
- (7) trails and trail side resting places (o’io’ina), such as a rock shelter or tree shaded spot;
- (8) the sites of a single or multiple residences;
- (9) areas of planting or raising fish; or

- (10) names may have recorded following a notable event that occurred at a particular place.

While discussing the meanings of native place names, W. D. Alexander (1902), former Surveyor General of the Kingdom (and later for the Territorial Government) of Hawai'i, wrote about "Hawaiian Geographic Names," and under the heading "Meaning of Hawaiian Geographic Names" he observed:

It is very difficult, if not impossible, to translate most of these names, on account of their great antiquity and the changes of which many of them have evidently undergone. It often happens that a word may be translated in different ways by dividing it differently. Many names of places in these islands are common to other groups of islands in the South Pacific, and were probably brought here with the earliest colonists. They have been used for centuries without any thought of their original meaning... (Alexander 1902:395)

In the 1970s, we spoke to Tūtū Kawena about the translations and meanings of place names. She was particularly interested in their meanings and stories, but also expressed a concern about random translations. She shared that when working on the 1974 publication, "Place Names of Hawai'i,"⁸ she expressed concern to her co-authors, and urged care in breaking place names apart to identifiable words and assigning meanings to them. It was her belief that an exact translation could be given when a tradition specifically gave the reason of a name, or if the name was made of words which possessed generational knowledge. In other names made up of multiple or perhaps now unknown words, it was more difficult to know the meaning. As a result, when "Place Names of Hawai'i" was published, it was agreed that the nature of the translation would be cited in the notes. We have adopted these categories in this manuscript through the use of:

- lit. for literal translation,
- int. for interpretive translation, or
- — left blank when meaning/pronunciation were not documented in traditions or oral history interviews.

As a part of our research, we have spent years reviewing Hawaiian land records, native accounts—both in Hawaiian and English print—working to identify place names, their traditions, and general locations when not identified on early maps. *Table 1* is an alphabetical list of some 320 Maui Hikina place names, most of which appear in traditions and historical accounts cited in this manuscript. When possible, translations are given based on traditions that have been handed down, common usage in the language, or as interpretive translations. Many more names and their traditions exist and others may be known to kama'āina 'ohana. Additionally, some names don't lend themselves to exact translations. We apologize for any errors on our part.

⁸ "Place Names of Hawai'i (Pukui, Elbert & Mo'okini, 1974), was referenced in the development of the list of selected place names cited in this manuscript. Many of the place names of Maui Hikina were not referenced in the 1974 publication. A community based program of place name collection and development of a manuscript on place names, wahi pana (storied and sacred places), and traditions would be an important contribution to perpetuating knowledge and stewardship of Maui Hikina.

Among the primary maps we've referenced are:

- 1866 ca RM 180 Wailuku (Hamakuapoko Boundary) Maui (Makalena)
- 1872 RM 603 Makawao-Hamakuapoko-Haiku Maui
- 1879 11 RM 956 Hamakualoa Maui
- 1887 11 RM 578 Koolau Dist. Maui
- 1890 ca DAGS Haiku Plntr. Co. Haliimaile-Peahi Maui
- 1897 RM 2649 Nahiku Coffee Lands Koolau & Hana Maui
- 1909 03 RM 2482 Hamakualoa-Koolau Dist. Maui
- 1912 ca DAGS Plan of Lowrie Irrigating Canal East Maui
- 1929 DAGS HTS Island of Maui
- 1934 12 RM 2891 Koolau Forest Res Maui
- 1988 01 21 HSS Plat 1067-C Nahiku-Huelo Water Lease Map
- 2004 02 28 EMI Ditch Map Nahiku-Maliko Maui (RM Fukumoto)
- N.D. DAGS Haiku Plantation & Neighboring Lands Maui

Table 1. A Collection of Selected Place Names and Wahi Pana of Maui Hikina

Spelling in Historical Document	Spelling with Diacritical Marks	Locational Reference	Translation
Ahikala Pohaku (Ahikala)	Ahikala Pōhaku	An 'ili in Ke'a'a	lit. Ahikala Stone. In the olden days this was a place of trouble for travelers who were often attacked by robbers (pōwā). There is a large, red stone here that stands on the mauka side of the path, its name is <i>Ahikala pōhaku</i> . In olden days the people greatly feared passing by this place.
Ahua o Auwai-ohoku	Āhua o 'Auwai-ohōkū	'Ōpana boundary	int. Hillock/mound of Hōkū water channel.
Aina Kiki	'Āina-kikī	A ridge in Keanae	int. Boggy land.
Akane	—	A point cited along boundary of Upper Kaupakulua & western side of Grove Ranch	— (Several meanings are possible, but a specific reference as to the source of the name was not located.)
Alelele	'Ale-lele	Ha'ikū	int. Wind-blown waves. A pu'u, the abode of two goddesses, Lauhuki and Kili'oe. (A stream reaching to the sea).
Alo	—	Situated in the Pu'ukālaiipu vicinity	— Alo Stream. The Ko'olau Ditch extends from Alo Gulch to Nāhiku. Site of "ditch man's house. (multiple meanings possible)
Apiapi	'Api'api	A high bluff in the Honopou vicinity	lit. Filled, abundant. An ancient heiau, Po'oho'olewa was report at this place.
Awalau	'Awa-lau	A cliff in the Lower region of Kaupakulua	lit. Young 'awa plant.

Haalaea	Hā'alaea (?)	A wahi pana, stone fronting the canoe landing at Wailuanui	— Named for a supernatural he'e (octopus), that was turned to stone, which has eight branches or divisions that look like the tentacles of a he'e.
Haiku	Ha'i-kū	Mauka boundary of Pe'ahi ahupua'a	lit. Stand and speak; int. Stand behind the spoken word.
Haipuaena	Hai-pua'ena (?)	Valley and stream flowing from mid-Honomanū and Keōpuka	int. Offering that burns brightly.
Hakahi	—	Pāpa'a'ea section.	— A small stream. (multiple meanings possible)
Halape	Hala-pē [?]	Mokupapaakua (Mokupapa)	— Named site and ancient heiau. (multiple meanings possible)
Halaula	Hala-'ula	Situated along Halehaku-Honopou Boundary	lit. Red pandanus.
Halauololo	Hālau-ololo	Upper kula land along Halehaku-Pe'ahi boundary, below Kauwahine	lit. Narrow long-house.
Haleaka	—	Situated in the Makapipi section	— An ancient Heiau. (multiple meanings possible)
Haleakala	Hale-a-ka-lā	Volcanic mountain that That formed the Maui Hikina region	lit. House of the sun, a wahi pana, and area where major lands and districts meet in the uplands.
Halehaku	Hale-haku	Ahupua'a adjoining Pe'ahi on east	lit. Master house.
Halekanaloa	Hale-Kanaloa	Situated at Pāpa'a'ea	lit. Kanaloa's house. Kanaloa being a god of the

			ocean and various nature forms. Formerly a heiau, reported to have been destroyed.
Halekini	Hale-kini	Situated in the Pu'u-maile vicinity	int. House of multitudes, an ancient heiau.
Halemaia	Hale-mai'a	Mauka area along Halehaku-Pe'ahi Boundary house	lit. Banana house, House thatched with banana sheaths/leaves.
Halemauuloa	Hale-mau'u-loa	Hāmākualoa District	lit. House of long grass (cited in a mele-lamentation one of a series of wahi pana)
Haliimaile	Hāli'i-maile	In Hāmākua Poko (later cited as part of Makawao)	lit. Spread or covering of maile.
Hamakua Loa	Hāmākua Loa	District	lit. Long Hāmākua.
Hamakua Poko	Hāmākua Poko	District	lit. Short Hāmākua.
Hamau	Hāmau	Wailuanui Ili of Lākini	lit. Quiet. A stream.
Hana	Hāna	District	— Adjoining Ko'olau and upper lands on Haleakalā.
Hanakauhi	Hana-ka-uhi	On upper slopes of Haleakalā cited in survey of Kalialinui, a portion of which adjoins the Hāmākua region forest zone.	int. shaded/overcast cove (hollow) in the landscape.
Hano	Hānō	Inland Kaupakulua boundary site	lit. Wheezing.
Hanapopolo	Hana-pōpolo	Kuiaha	lit. Dark cove. Site of Waikikena Heiau (reportedly destroyed)
Hanawana	Hana-wana	Ahupua'a	lit. Urchin bay.
Hanawī	Hana-wī	Nāhiku-Kapehu Region	int. Neritina (grainy) snail cove. Also known as "hīhīwai."

Hanehoi	—	Ahupua'a	(Sometimes written "Haneho'i" – Return [of] spirit (multiple meanings possible))
Hauola (Kahauola)	Hau-ola	A stream situated between Nā'īlī'ihāe	int. Dew of life.
Hauolowahine		Ke'anae	— (multiple meanings possible)
Hawini	—	Cited between Huelo and Mokupapa	— Described in a mele of wahi pana in the Hāmākua region.
Heleleikeoho		Ahupua'a, Stream situated between Ke'a'a and 'Ula'ino	int. Scattered leaves or sprouts (also written as "Helele'i-ke-'ohā).
Hinale Kahi	—	Hanehoi Ahupua'a	— An ancient heiau (reported in ruins).
Hiu – Luahiu	Hi'u – Luahi'u	Ke'anae	lit. Tail. Hi'u is the name of a deified shark, who live in an underwater cave near the muliwai of the stream, close to the shore. (Also Kaluahī'u.)
Hoalua	Hoa-lua [?]	Ahupua'a	int. Two companions.
Hoikaopuuiuwala	Ho'i-ka-ōpū-'ai-'uwala [?]	Hāmākua Poko (Makawao)	int. Return to the mound of sweet potatoes. Part of a cave system in the uplands, and a wahi pana.
Hoolawa (Holawa)	Ho'olawa (Hōlawa)	Ahupua'a	lit. To be sufficient.
Ololokaua	Olōlo-ka-ua	Pu'umaile area	int. Rain moving back and forth.
Honokala	Hono-ka-lā	Ahupua'a	lit. Sun cove/bay.
Honolulu	Hono-lulu	Ahupua'a	lit. Calm bay. Also Honolulu Iki (Little Honolulu) and Honolulu Nui (Big Honolulu).
Honomanu	Hono-manū	Ahupua'a	— As pronounced, "Honomanū" has not been

			transated. When pronounced “Honomanu” it is translated as “Cove of Birds.”
Honomauloa	Hono-mau'u-loa	Situated at Hanawana	lit. House of long grass. An ancient heiau, reportedly destroyed.
Honopou	Hono-pou	Ahupua'a	lit. Post cove (Bay marked with an upright post).
Hookuli (Kahookuli)	Ho'okuli	Keanae	lit. To be deaf.
Hualele	Hu'a-lele [?]	Pāpa'a'ea	int. Flying (sea) foam. Situated on bluff near the sea.
Huelo	Huelo	Ahupua'a	lit. Tail. Also reported as the name of a heiau.
Hukioho	Huki-oho	Pe'ahi Ahupua'a, near Shore 'ili, extending	lit. Pull fronds/shoots (as of fern) inland on kula.
Huleilei	—	On lower slope of Kapuai o Kamehameha, near Pe'ahi boundary above the graveyard of Kahoochanohano	int. Tossed about. A wahi pana cited in mele, noted for the fragrant growth of pandanus.
Huluhulunui	Huluhulu-nui	Inland Kaupakulua boundary site	lit. Many rootlets.
Kaaawa	Ka'a'awa	Haleakalā summit region crater	— Wahi pana, sacred burial place. (multiple meanings possible)
Kaahiki	Ka'ahiki	Kaupakulua (inland Region)	— Sited as survey station.
Kaaiea	Ka-'aiea	Stream between Punalu'u and 'O'opuola	lit. The 'aiea (<i>Nothocestrum</i>) tree.
Kaalaea	Ka-'alaea	'Ōpana	lit. The ochreous earth.
Kaamilo	Ka'a-milo	Stream between 'Ōhi'a and Wailuanui	int. Rolling milo tree.

Kaapahu	Ka'a-pahu	Kākipi Ahupua'a	int. Rolling drum. Site of an ancient heiau.
Kaawale	Ka'awale	Wailua Section	int. Set aside. A waterfall.
Kahalaoka (Kahalaowaka)	—	Kuhiwa-Waiahole section	— A stream gulch. (multiple meanings possible)
Kahiwamua	Kuhiwa-mua	Makapipi-Nāhiku section, stream gulch	lit. First kapu of the chief. An ancient heiau.
Kaholo	Kāholo	An 'ili near the Halehaku-Pe'ahi Ahupua'a Boundary	lit. Swift, nimble.
Kahonualoa	Ka-honua-loa	Pe'ahi Vicinity	lit. The long/distant flats. Cited in mele of wahi pana.
Kailiili	Ka-'ili'ili	Kaupakulua Vicinity	lit. The pebbles.
Kailua	Kai-lua	Pu'uomaile-Pāpa'a'ea Vicinity	lit. Two seas (currents). Area noted for its lehua growth, and a stream.
Kaimukakanaka	Ka-imu-ka-kanaka	Pāpa'a'ea	int. The imu in which a man is thrust (a waterfall).
Kaimuki	Ka-imu-kī	Ke'anae Peninsula	lit. The ti leaf imu.
Kaioleakalani	Ka-'iole-a-ka-lani	Hāli'imaile Section	lit. The rat of the heavens/royal one.
Kaiwiohole	Ka-iwi-o-hole	'Ōpana uka	int. The stripped bones.
Kakipi	Kā-kipi	Halehaku-Pe'ahi boundary, between Keio and Puuokao	lit. Strike and dig with a sharp tool.
Kalaaoukiopihī	Ka-lā'au-'oki-'ōpihi	Steam Mo'oloa and Punalu'u	lit. The club for striking 'ōpihi (limpets).
Kalaeohia	Ka-lae-'ōhi'a	Pāpa'a'ea (iki)	lit. The point of 'ōhi'a growth.
Kalakohe	—	'Ōpana boundary	— (Several meanings are possible, but a specific reference as to the source of the name was not

			located.
Kalaloa	Kala-loa	Honomanū shoreline	lit. Exceedingly rough.
Kalanikahua	Ka-lani-kahua	Ha'ikū-Pa'uwela A stream gulch that Connects with Kāne- moeala	lit. The royal platform.
Kaleiomaui	Ka-lei-o-Māui	Ke'anae	lit. The garland of Māui (the demi-god).
Kalena	—	A pond below the Pi'iholo section.	— (multiple meanings possible)
Kaliae	—	Ahupua'a, Ko'olau	— (Several meanings are possible, but a specific reference as to the source of the name was not located.)
Kalialinui	—	Ahupua'a	— Texts indicate that this land area adjoined lands of the Hāmākua Poko region, which later became a part of the district of "Makawao."
Kalina	Kālina	Pe'ahi Ahupua'a, kula land	lit. Sweet potato vine.
Kalao	Ka-loa	Pu'ukālaiipu section	lit. The distance/length.
Kaloameheu	Ka-loa-meheu	Mauka forested area of Halehaku-Pe'ahi boundary, below Koale	int. The distant foot print.
Kalonokiha	Ka-lono-Kiha	Ōpana ahupua'a boundary site	lit. The news of Kiha.
Kaluakelea		Nāhiku Section	— Identified as a heiau.
Kaluanui	Ka-lua-nui	(1) Ke'anae Section	lit. The large pit. Recorded as a heiau site in the Ke'anae area; and also given as the name of one of the East Maui ditches, crossing the Ha'ikū section.
		(2) Ha'ikū	lit. (above). A gulch east of Pu'u o 'Umi.

Kamaka	Ka-maka	Halehaku boundary	lit. The eye.
Kamilo	Ka-milo	Wailuanui	int. The milo tree or the twist. Identified as a heiau.
Kamokupeu	Ka-moku-peu	Waiohue section	int. The thrust section. Described as an ala hula'ana a trail that crosses the water between two points of land.
Kanekauolono	—	Ke'anae	— Formerly a small heiau. (multiple meanings possible)
Kaneloa	Kāneloa	Hāmākua Loa region	— Name of a god who traveled around Maui with his companion, making springs from which water flowed and drank 'awa.
Kanemoeala	Kāne-moe-ala	Hāmākua Loa A stream between Māliko and Waikina	int. Kāne awakened from sleep.
Kanou	Ka-nou	Wailua Nui-Wailua Iki	int. The pelting. A waterfall.
Kaohekanu	Ka-ohe-kanu	Hāmākua Loa	lit. The planted 'ohe (taro).
Kaoiki	Ka-'ō-iki	Pauwalu-Pāhoa	lit. The small thrust. A waterfall.
Kaolokea	—	'Ōpana	— Possibly "Ka-'oloke'a" Describing ladder feature used to cross a stream/gulch.
Kaopuwai	Ka-'opu-wai	Upper kula land of Halehaku-Pe'ahi boundary, below Halauololo	int. The water diver.
Kapahi	Ka-pahi	Hanawana	lit. The knife. An 'ili land.
Kapahuku	Ka-pahukū	Ke'anae-Pāhoa	int. The starting point.
Kapalaalaea	Kāpala-'alaea	Halehaku section	lit. The red daub or smear.
Kapalalau	—	Nāhiku	— A traditional cliff diving site (Kawa Kapalalau).

Kapaula	Ka-pā-'ula	Ahupua'a	lit. The red enclosure.
Kapehu	Ka-pehu	Ahupua'a	lit. The swelling.
Kapilikaunoa	Ka-pili-kauno'a	Wailua region	int. Cling to the dodder vine.
Kapuaiaaka	Ka-pua'i-'a'aka	Kaupakulua	lit. The roiling flow.
Kapuai (Puuokapuai)	Kapua'i,	Prominent hill in mid -Pe'ahi	lit. Footprint Hill.
Kapuai o Kamehameha	Kapua'i-o- Kamehameha	(Same as above)	lit. Footprint of Kamehameha (A wahi pana or storied place of the cultural landscape).
Kapuai o Menehune	Kapua'i-o-Menehune	Ulumalu	lit. Footprint of [the] Menehune. Formerly a heiau on the side of Kūloli Hill.
Kapukaamaui	Ka-puka-a-Māui	Pāpa'a'ea section.	lit. The hole made by Māui
Kapukaulua	Ka-puka-'ulua	Hāmākua Poko- Wailuku boundary	lit. The 'ulua fish hole.
Kauakahiakua	Ka-ua-kahi-akua	Pe'ahi Ahupua'a, 'āina lo'i	int. The rains at the place of the gods; perhaps named for the father of the kahuna Keaulumoku, composer of a famous chant which includes noted places and features of windward Maui.
Kauhiana	Ka-uhi-ana	Hāmākua Poko boundary site.	lit. The covering.
Kauhihale	Ka-uhi-hale	Pu'uomaile	lit. The house covering. Formerly a large heiau.
Kauhikoa	Ka-uhi-koa	Ha'ikū (pu'u)	lit. The koa covering.
Kauholua	Kau-hōlua	On boundary of Pe'ahi- Halehaku, below Kōkī	lit. Board the sled.
Kaulanamoo	Kaulana-mo'o	Ho'okuli, Kea'ane	lit. Lizard Resting place, atop a small pali.
Kaulanapueo	Kaulana-pueo	Huelo	lit. Owl perch.

Kaupakulua (Kaupakalua) (Kaupokulua)	Kaupaku-lua	Ahupuaa adjoining portion of Pe'ahi	lit. Two ridgepoles.
Kaupalahalaha	Kau-palahalaha	Ke'anae	int. Spread out. A wooded area.
Kauwahikaua	Ka-uwahi-ka-ua	Ke'anae	lit. The spray of rain. Cited as an ancient 'auwai, described as "Ka wai kau o Kauwahikaua." Construction of this 'auwai is what turned the Ke'anae flats into a land of lo'i kalo.
Kauwahine	Kau-wahine	Mauka boundary of Halehaku-Pe'ahi, below Kauhōlua	int. Perched woman.
Kauwela	Kau-wela	Pāpa'a'ea	lit. Hot season (summer).
Kawahinekihelei	Ka-wahine-Kīhelei	A point approximately 14,000 feet inland from the shoreline at in vicinity of boundary junction of Pe'ahi, 'Ōpana and Keali'i Nui (see R. P. Grant 149)	lit. The sitting woman; sitting with legs spread apart.
Also			
Nawahinekihelei	Nā-wāhine-ki'ihelei	(same)	lit. The women sitting with legs spread apart.
Kawahinepee	Ka-wahine-pe'e	Pu'ukālaiipu	lit. The hiding woman (a wahi pana).
Kawaiahole	Ka-wai-āhole	Nāhiku	lit. Water of the āhole fish.
Kawalimukala	Kawa-limu-kala	Pauwalu	lit. Channel of kala seaweed. Formerly a heiau.
Kawaloa	Kawa-loa	Wailua Nui	lit. The long channel. Site of the heiau, Kamilo.
Keaa	—	Ahupua'a	— (depending on pronunciation, it might be "The rootlets.")
Keaalii	Ke'a'ali'i Nui	Ahupua'a adjoining (Keali'i) portion of	lit. Large 'a'ali'i (Dodonaea).

		Pe'ahi	
Keaaula	Ke-'a'a-'ula	Ahupua'a adjoining Portion of Pe'ahi	lit. The red root.
Keaku	—	Ke'anae	— A waterfall. (multiple meanings possible)
Keanae	Ke-'anae	Ahupua'a	lit. The mullet.
Keauhou	Ke-au-hou	Hanawana	lit. The new current/era. An 'ili land.
Keio	Ke-'io	Hill situated below Kapua'i o Kameha- meha, and across from Papani	lit. The whistle/chirp.
Keonekapoo also	Ke-one-kapo'o	Hāmākua Poko- Wailuku boundary	lit. The loud/resonating sands. Also written as—
Keonekapu	Ke-one-kapu	(same)	lit The kapu (restricted or sacred) sands.
Keopuka	Ke-ō-puka	Ahupua'a	lit. The perforated sand.
Ke Poo o ka Moku	Ke-Po'o-o-ka-Moku	Ke'anae	lit. The head/summit of the district.
Kiaioapu	—	Halehaku boundary	— (Several meanings are possible, but a specific reference as to the source of the name was not located.)
Kikau	Kikau	Honomanū	lit. Freely given.
Kipapa o Kihapiilani	Kīpapa o Kihapi'ilani	Maui Hikina region	lit. The paved path of Kihapi'ilani (a hereditary ruler of Maui). The path crosses multiple districts.
Koale	—	Kula land along the Peahi-Halehaku Boundary above Kaloamēheu	— (?)
Koapula	Koa-pula	Halehaku-Honopou section	int. Young koa leaf sprout.

Koki	Kōkī	Mauka Halehaku -Pe'ahi boundary, below Kaloamēheu	lit. Top, upper limit.
Kokomo	Kokomo	Ha'ikū section	The name was formerly Koa-komo (Enter [the] koa), and famed for the growth of native koa trees, situated below famous kukui grove of Liliko'i.
Kolea	Kōlea	Ahupuaa & Stream	int. Plover and a native tree of same name.
Kolealea	Kōlealea	Kaupakulua	lit. Bouncing up and down.
Koloa	Kōloa	Ke'anae section	— (Several meanings are possible, but a specific reference as to the source of the name was not located.
Koolahale	Ko'olahale	—	— (Cited once in an ancient mele which names places in the Hāmākua-Ko'olau Districts, but no specific location given.)
Koolau	Ko'olau	District	lit. Windward, furrowed.
Kopiliula	Kōpili-'ula	Waiohue- Kekuapa'awela section	lit. Red kapa piece (used for ceremonial purposes).
Kualani	Kūālani	Wailua Nui	lit. Sour (of poi in a calabash).
Kuau	Kū'au	Hāmākua Poko	lit. Handle.
Kuiaha	—	Ahupua'a	int. Joined together.
Kuikuiaupuni (Kuikuiopuni)	Kuikui-aupuni (Kuikui-o-puni)	Ke'anae	int. Kukui (candlenut tree-light) of the government.
Kukuiolono	Kukui-o-Lono	Ke'anae	lit. Kukui (tree) of Lono. Formerly a heiau.
Kukuipuka	Kukui-puka	Ke'anae	lit. Perforated kukui. A channel that leads to a cave.

Kulanahoe	Kulana-hoe	Pauwela section stream.	int. Position [of the] paddle.
Kuloli	Kūloli (Pu'u Kūloli)	'Ōpana-Pe'ahi Boundary	int. Hill of the young wauke (paper mulberry) plants.
Kuo	Kū'ō	Ke'anae	lit. Cry loudly, wailing.
Kupa	Kupa	Halehaku-Honopou boundary site.	lit. Native.
Kupaikaa	—	Hanehoi	— Formerly a heiau on hillside of Hinalekahi, below Kailua Ditch.
Kupau	Kūpau	'ili Ke'anae-Wailua	lit. Fearful. Formerly a heiau.
Kuponamoa	—	Kaupakulua	— (multiple meanings possible)
Lakini	Lā-kini	'Ili in Wailuanui	int. Many days.
Lalaola	Lālā-ola	Ke'anae	lit. Living branch. Formerly a heiau.
Lanikele	Lani-kele	'Ula'ino	— Formerly a heiau. (multiple meanings possible)
Leleiwi	Leleiwi	Ko'olau District	lit. Bone altar. Formerly a "sacred shrine" near the shore.
Lepelepeonohina	—	Opana boundary	— (multiple meanings possible)
Lilikoi	Liliko'i	Ha'ikū section	— Stream gulch. (multiple meanings possible). Famed in ancient times for a kukui grove. Reportedly the first place the passion fruit were planted in the Hawaiian Islands after contact, thus the fruit bear the name of the place.
Loiiki	Lo'i-iki	Pāpa'a'ea	lit. Small lo'i.
Lo'iloa	Lo'i-loa	Ahupua'a	lit. Long lo'i.

Makahikili	—	Honomanū-Ha'ikū Uka boundary site	—
Makanale (Makanali)	Maka-nale Maka-nali	Makaīwa	— Written in two forms in various documents/maps. (multiple meanings possible)
Makapipi	Maka-pipi	Ahupua'a	lit. Mother-of-pearl shell eyes (as in the eyes of a deity image).
Makapuu	Maka-pu'u	Ahupua'a	lit. Bulging eyes. Also the name of storied spring.
Makawao	Maka-wao	Region (formerly within Hāmākua Poko)	lit. Beginning of the inland region.
Makehau	—	Ke'anae	— (multiple meanings possible). Formerly a heiau.
Malakahu	Māla-kahu (?)	Bank of Honomanū Valley	int. Planting field of the overseer.
Malama	Malama	Ko'olau region Ke'anae section (?)	lit. Light. Cited in an ancient mele, described as cinder cone place from where the rising of the moon was observed.
Maliko	Māliko	Stream gulch near Boundary between Hāmākua Poko & Loa	lit. Budding leaves.
Manawainui	Mana-wai-nui	Makawao-Hāmākua Poko section.	lit. Large stream branch.
Manohae	Manō-hae	'Ōpana boundary	lit. Gnashing shark.
Maui Hikina	Maui Hikina		Eastern Maui.
Mohowelu	Moho-welu	Pāpa'a'ea	int. Opening fluttering leaves (as of kalo).
Moiki (Mooiki)	Mō-iki or Mo'o-iki (?)	Honomanū	int. Little land division or little lizard.
Mokahio	—	Pe'ahi	— Formerly a large heiau, about 1/4 th mile from the

			shore.
Mokulehua	Moku-lehua	Adjoining Makapu'u Near the Ko'olau- Hāna boundary	lit. Lehua (Metrosideros) forest.
Mokumana	Moku-mana	Pauwalu	lit. Divided island.
Mokupapa (Mokupapaakua)	Moku-papa (also Moku-papa- akua)	Ahupua'a	lit. Flat land section and flat land section [of the] god.
Mooloa	Mo'o-loa	Ahupua'a	lit. Long mo'o (land area or lizard).
Nahae	Nahae	Waikamoi section	lit. Torn apart.
Nahiku (Nahikuakeakua)	Nā-hiku (Nā-hiku-a-ke-akea)	Ahupua'a region	lit. The seven. Also named after the god Nāhikuakeakua (The seven of the god) who grew kalo in the region.
Naiaakeakua	Nā-i'a-a-ke-akua	Mauka boundary of Pe'ahi, Ha'ikū and Halehaku	lit. The fish of the god(s).
Nailiilihaele	Nā-'ili'ili-haele	Pāpa'a'ea boundary	lit. The moving pebbles.
Nakeikiikalalao- makaiwa	Nā-keiki-i-ka-lālā- o-Makaīwa	Makaīwa	lit. The youth in the branches of Makaīwa/
Napunahoiliili	Nā-pūnā-ho'i-li'ili'i (?)	Honomanū	int. The springs return a little.
Nounouea	—	'Ōpana boundary	
Nuaailua	Nua'ailua	Situated near Honomanū-Ke'anae boundary	— Stream
Nukukahawai	Nuku-kahawai	Hāmākua Poko	lit. Stream gulch point.
Nunumea	—	Ke'anae-Pāhoa	— (?)
Oanapele	—	Waipi'o	— Formerly a heiau; stone was used in building road at that section (multiple meanings possible).
Ohanui	'Ōhā-nui	Hanawana section	int. Large 'ōhā (lobelia)

			plant.
Ohea	‘Ōhea	Kekuapa‘awela-Waiohue cliffside	lit. Tasteless. Above the hula‘ana of Ka‘ilipālala.
Ohia	‘Ōhi‘a	Ke‘anae section	lit. Metrosideros polymorpha tree.
Olopuā	Olopuā	Hāmākua Poko Boundary site.	lit. Olopuā (Osmanthus sandwicensis) tree.
Omaomao	‘Ōma‘oma‘o	Halehaku boundary	lit. Green.
Oopuola	‘O‘opu-ola	Makaīwa	lit. Living ‘o‘opu (gobey) fish.
Opaepilau	‘Ōpae-pilau	Kaupakulua	lit. Spoiled shrimp.
Opana	‘Ōpana	Ahupuaa adjoining portion of Pe‘ahi	int. Squeezed.
Opikoula	‘Ōpiko‘ula	Ahupua‘a – Nāhiku	lit. Straussia hawaiiensis tree.
Pa	Pā	Pāpa‘a‘ea Boundary	int. To touch, a stream that passes Wai‘ōpili Hill.
Paakea	Pa‘akea	Ahupua‘a	lit. White hardness (coral-limestone).
Paaokalepa	—	Huelo	— Formerly a heiau. (multiple meanings possible)
Paehala	Pae-hala	Kaupakulua	lit. Row [of] pandanus trees.
Pahoa	Pāhoa	Ke‘anae-Pauwalu	lit. Dagger.
Pahuaiki	—	‘Ōpana boundary	— (Several meanings are possible, but a specific reference as to the source of the name was not located.)
Paia	Pā-‘ia	Hāmākua Poko	lit. Noisy.
Pakanaloa	Pā-Kanaloa	Ke‘anae	lit. Enclosure of Kanaloa. Formerly a heiau dedicated to Kānehekili.
Pakialele	—	Pa‘uwela	— (Several meanings are possible, but a specific

			reference as to the source of the name was not located.) Formerly a heiau.
Palama	Pā-lama	Western branch of Halehaku Gulch, near Pe'ahi boundary, and below Kōkī	lit. Lama (<i>Diospyros sandwicensis</i>) tree enclosure.
Palauhulu	Pālahulu	Pāhoa-Ke'anae	int. All fish taken for a chief.
Pali Kekuapaawela	Pali-ke-kua-pa'a-wela	Kekuapa'awela-Kaliae	lit. Cliff [of] the burned god.
Paliokamoa	Pali-o-ka-moa	Kaupakulua-Hāmākua Poko boundary (mauka)	lit. Cliff of the chicken.
Paliopohina	Pali-o-pōhina	'Ōpana, a boundary cliff area	lit. Cliff of Pōhina (mist).
Palipilo	Pali-pilo	Ko'olau region towards Hāna	— A stream. (Several meanings are possible, but a specific reference as to the source of the name was not located.)
Paliuli	Pali-uli	—	lit. Green cliff.
Papani	Papani	Lower Pe'ahi-Halehaku boundary, across from Kapua'i o Kamehameha	lit. Shut off.
Papaaea	Pāpa'a'ea	Ahupua'a	lit. Turtle shell piece.
Papalahoomoe	Pāpala-ho'omoe	'Ōpana boundary	lit. Prostrate pāpala (<i>Charpentiera</i>) tree (an endemic genus).
Pauwalu	Pau-walu	Ahupua'a	lit. Eight destroyed.
Pauwela	Pa'u-wela	Ahupua'a	lit. Hot soot.
Peahi	Pe'ahi	Ahupua'a	lit. Fan, to beckon or wave, etc.; also a rare, endemic fern (<i>Polypodium spectrum</i>), also known as laua'e, not to be confused with the common

			introduced fern which received its name due to is similarity to the native fern of same name.
Piiholo	Pi'i-holo	Ha'ikū	lit. Travel up. (A prominent pu'u).
Piilani	Pi'i-lani	Halehaku Bay	lit. Ascend [to] heaven. Name of a hereditary chief. Formerly a large heiau.
Piinaau	Pi'ina'au	Ke'anae	— (Several meanings are possible, but a specific reference as to the source of the name was not located.)
Pilale	Pi'i-lale? (Pīlali ?)	Shoreline cliff boundary between Peahi and Halehaku	int. Ascend quickly (as up a cliff).
Pohakoele	Pōha-ko'ele	'Ili in Pe'ahi and Halehaku ahupua'a, kula land	lit. Crack of thunder.
Pohakuhaku	Pōhaku-haku	Pe'ahi and Halehaku ahupua'a, kula kalo (dryland kalo)	lit. Master or chief stone.
Pohakuhonu	Pōhaku-honu	Stream between Kōlea and Punalu'u	lit. Turtle stone.
Pohakuokaia	Pōhaku-o-ka-i'a	Hoalua	lit. Stone of the fish. Formerly a heiau.
Pohakuokane	Pōhaku-o-Kāne	Ke'anae	lit. Stone of Kāne (the god). These were typically upright stones that were set up along trails and at resource collection sites for safe travel and success. Prayers were always offered at such sites.
Pohaku Oki Aina	Pōhaku-'oki-'āina	Boundary point Between Hana-Ko'olau Districts and Ha'ikū Uka.	lit. Stone that cuts the land (e.g. boundary).
Pohaku Palaha	Pōhaku-pālaha	Boundary point Between Hana-	lit. Flat rock. A boundary point at the 8,105 foot

		Ko'olau Districts and Ha'ikū Uka.	elevation (see also, Pōhaku 'oki 'āina).
Pohoula	Poho-'ula	Makapipi Ahupua'a	lit. Red depression/hollow.
Poohoolewa	Po'o-ho'olewa	Honopou Ahupua'a	lit. Dangling head. Formerly a heiau.
Puakea	Pua-kea	Ahupua'a	lit. White blossom.
Pualau	Pua-lau	'Ōpana boundary	— A kahawai (stream gulch).
Puehu	Puehu	Pāpa'a'ea section	int. Blown away. A stream.
Puhaehae	Pū-haehae	(1) 'Ōpana-Kaupaku-lua boundary site (2) Ko'olau Ahupua'a	int. Completely torn up.
Puhiae	—	Wailua-Ko'olau region	— (Several meanings are possible, but a specific reference as to the source of the name was not located.)
Puhinali	Puhi-nali	Hāmākua Poko-Hāli'imaile boundary site	int. Nibbling eel.
Puhipinao	Puhi-pinao	Ke'anae section	— (Several meanings are possible, but a specific reference as to the source of the name was not located.) Puhi/Pūhi" may be translated in several ways; and "pinao" is an endemic dragonfly (Anax strenuus). Name of the pond where the manō, Hi'u was born.
Punaluu	Puna-lu'u	Ahupua'a	int. Spring dived for.
Punaokeawe	Pūnā-o-Keawe	Hāmākua Poko	lit. Spring of Keawe.
Puniawa	Puni-'awa	Halehaku-Honopou Section (stream & bay)	lit. Desire/covet 'awa (Piper methysticum) plant.
Puhokamoa	Puoho-ka-moa (Puohakamoa)	Honomanū-Keōpuka boundary region	lit. The startled chicken (a wahi pana).

Puolokapu	Pū'olo-kapu	Pe'ahi ahupua'a, kula land	lit. Taboo/sacred bundle.
Puolua	Pu-o-lua (?)	Ahupua'a	int. Doubly confused
Pupuahoolewa	Pupua-ho'olewa	'Ōpana boundary	int. Appears to float.
Puu	Pu'u	Kaupakulua section	lit. Hill.
Puualaea	Pu'u-'alaea	Ke'anae	lit. Ochreous earth (red) hill.
Puuhinai	Pu'u-hīna'i	Makapu'u	lit. Fish-trap basket hill.
Puuiki	Pu'u-iki	Pāpa'a'ea	lit. Little hill.
Puu Iilua	Pu'u-ililua	Wailua Nui—Lākini	int. Hill covered with new growth.
Puukanohua	—	Ko'olau District	— An ancient cliff leaping site of Kahekili.
Puukoe	Pu'u-koa'e	(1) Hanawana-Hoalua (2) Hāmākua Poko- Kalialinui Boundary	lit. Tropic bird hill. (1) An ancient "pu'u kua" (war hill) encampment. (2) An ancient bird catcher's site.
Puu Kukai	—	Hill on Boundary of Ke'a'a'ula and Uaoa	— (Several meanings are possible, but a specific reference as to the source of the name was not located.
Puukukui	Pu'u-kukui	Pe'ahi-Ke'a'a'ula boundary site	lit. Kukui hill.
Puu Loiiki	Pu'u Lo'i-iki	Pāpa'a'ea Boundary	int. Hill of little taro pond fields.
Puulunui	Pū'ulu-nui	Coastal cliff line, Honomanū	lit. Very crowded.
Puumahoelilii	Pu'u-māhoe-li'ilii (Nāpu'umāhoenui)	Honomanū-Keōpuka boundary section	lit. Little twin hill.
Puumahoenui	Pu'u-māhoe-nui (Nāpu'umāhoenui)	Honomanū-Keōpuka boundary section	lit. Large twin hill.

Puu Maikoikoi	—	Wailua Nui–Lākini	— (Several meanings are possible, but a specific reference as to the source of the name was not located.
Puumalolo	Pu'u-mālolo	Halehaku-Honopou boundary site.	lit. Flying-fish hill.
Puuokaia	Pu'u-o-ka-i'a	Hāmākua Poko-Hāmākua Loa boundary site	lit. Hill of the fish.
Puu o Kakaē	Pu'u-o-Kāka'e	Hill marking the upper boundary between Hāmākua Poko and Hāmākua Loa	lit. Hill of Kāka'e.
Puuokalepa	—	Huelo	— An ancient heiau.
Puuokaniau	Pu'u-o-ka-niau	Pe'ahi vicinity	— Ancient heiau.
Puuokao	Pu'u-o-kao	Lower Kula area along Pe'ahi-Halehaku boundary between Kākipi and Pilale	int. Firebrand hill.
Puuokoha	Pu'u-o-kohā	Hāmākua Poko-“Makawao” boundary site	int. Hill of loud sound.
Puuokohola	Pu'u-'ō-koholā	Hill in Honomanū	int. Whale spear hill.
Puuolu	Pu'u-'olu	Keanae	lit. Pleasant hill/mound. A fishpond on the Pauwalu side of a steep valley.
Puuomaile	Pu'u-o-maile	Ahupua'a	lit. Hill of maile (<i>Alyxia olivaeformis</i>).
Puuomalei	Pu'u-o-Mālei	Haiku section	lit. Hill of Mālei (a goddess of uhu fisher-people). (ref. R. P. Grant 182).
Puu o Umi	Pu'u-o-'Umi	Ha'ikū	lit. Hill of 'Umi.
Puupili	Pu'u-pili	Hāmākua Poko	lit. Pili grass hill. Situated along the boundary of Hāli'i-maile.
Puuopunalua	Pu'u-o-pūnā-lua	'Ōpana boundary	int. Hill of two springs.

Uaoa	Uaoa	Ahupua'a	lit. Light rain.
Ulaino	'Ula-'ino	Ahupua'a	lit. Stormy red. Noted for groves of hala extending from Ko'olau to Hāna.
Ulalena	'Ula-lena	Honopou (hill)	lit. Reddish-yellow tinged (wahi pana & named of a storied reign of the Hāmākua region).
Ulumalu	Ulu-malu	Ahupua'a	lit. Shaded/sheltered breadfruit.
Wahinepee	Wahine-pe'e	Land area and stream Between Lo'iloa and Kōlea	lit. Hidden woman, a wahi pana.
Waiaaka	Wai-'a'aka	A steam in the Pa'akea vicinity	int. Roiling water.
Waiahole	Wai-āhole		lit. Water of the āhole fish.
Waialala	Wai-'alalā	Ha'ikū	lit. Crying water.
Waialae	Wai-'alae	Mauka Halehaku-Peahi boundary, below Kaloameheu	lit. Red water.
Waiale	Wai-'ale	Upper Ko'olau region (Ke'a'a vicinity?)	lit. Billowing-rippling water. A wahi pana formerly visited by many.
Waianu	Wai-anu	Ke'anae	lit. Cold water.
Waiau	Wai-au	Pe'ahi Ahupua'a	lit. Water current. Area of kula land, kalo, olonā, and 'ie'ie growth.
Waikamoi	Wai-ka-moi	Kolea section	lit. Water of the moi kalo. Sometimes pronounced "Waikamō'i" (Water of the king).
Waikikena	—	Kuiaha	— Formerly a large heiau.
Waikina	Wai-kina	Pa'uwela section	lit. Persistent water.
Wailoa	Wai-loa	Halehaku-Peahi	lit. Long or distant water.

		Boundary, Mauka side of “New Hamakua Ditch Trail”	
Wailua	Wai-lua	Ko’olau	lit. Two waters.
Wailuaiki	Wai-lua Iki	Ko’olau	lit. Little Wailua.
Wailuanui	Wai-lua Nui	Ko’olau	lit. Big Wailua.
Wailuku	Wai-luku	Land area, district	Lit. Destructive water.
Waiohue	Wai-o-hue	Ahupua’a and Stream	int. Water of gourd.
Wai o Kane	Wai o Kāne	Wailua Nui	lit. Water of Kāne (the god) a waterfall.
Wai o Kilo	Wai o Kilo	Wailua	int. Spring of the seer.
Waiokukui	Wai-o-kukui	Wailua	lit. Kukui spring, situated in the Waiokamilo-Palauhulu vicinity.
Waiokuna	Wai-o-kuna (also Waiakuna)	Ke’anae	lit. Water/spring of the kuna (fresh water eel); steam and waterfall.
Waiolohe	Wai-‘ōlohe	Ke’anae	int. Water of the expert (a skilled fighter), a muliwai.
Waione	Wai-one	Stream and gulch near Kea’ā Nāhiku- Ko’olau	lit. Silty water. (also identified on some maps as “Waioni”).
Waiopili	Wai-‘ōpili Pu’u Wai-‘ōpili	Hāmākua Poko	int. Cold, numbing water, hill bordering the stream named Pā.
Waiopua	Wai-‘ōpua	Hāmākua Poko	int. Billowing water, a spring.
Waipalani	Wai-pā-lani	‘Ōpana boundary	int. Water touching heaven.
Waipio	Waipi’o	Ahupua’a	lit. Arching water (as water over a fall).

MO'OLELO 'ĀINA TRADITIONS AND HISTORY OF PLACE

To appreciate the depth of cultural attachment Hawaiians share with Maui Hikina, we offer a collection of selected native traditions that describe features and history in the region. Some of the narratives have been translated from the original Hawaiian language accounts for this study by Maly. Other better-known mo'olelo have been a part of the heritage archives for decades. We have not cited all accounts that have been identified, many of which can be easily found in various sources. We leave those for readers to explore through further research.

It is important to remember that following the arrival of westerners on island shores in 1778, unprecedented change began in the islands. In 1803-1804, an introduced disease, called "ma'i 'ōku'u" by the Hawaiians, killed nearly 200,000 natives in a single year. Between 1805 to 1893, the native population declined from nearly one million to approximately 40,000 across the archipelago. Losses of this scale had widespread impacts on the people, landscape, and the preservation of traditional Hawaiian knowledge. While some traditions, origins of place names, customs, and practices survived the passing of time—largely through the efforts of a few native scholars and small isolated pockets of the population who perpetuated their way of life—vast knowledge was lost. We have sought to provide a representative selection of native knowledge that has been passed down, and remind readers that much remains to be researched and brought forward.

In mo'olelo, we find rich narratives describing traditions, beliefs and practices, and spiritual and familial relationships that Hawaiians share with their akua (gods), one another, and their natural environment. Every aspect of nature, from the stars in the heavens to the winds, clouds, rains, growth of the forests and life therein, and everything on the land and in the ocean, was believed to be alive. Indeed, every form of nature was a body-form of some god or lesser deity. Tradition also tells us that the gods and goddesses of old were very protective of the natural environment. In olden times, travel on land and sea, through the forests, and beyond, was accompanied by prayer and care. Traditions reveal that many careless travelers or collectors of resources found themselves lost in a maze of overgrowth, dense mists, and dropped into deep chasms as a result of disrespectful and careless actions.

In the Hawaiian mind, care for each aspect of nature, the kino lau (myriad body-forms) of the elder life forms, was a way of life. This concept is still expressed by Hawaiian kūpuna (elders) through the present day, and passed on in many native families. Also, in this cultural context, anything that damages the native nature of the land, ocean, and forest (and the kino lau or myriad body-forms of the deity therein) damages the integrity of the whole. Thus, caring for and protecting the land and ocean resources is a way of life. In this traditional context, we find that the intangible aspects of our living environment are also part of a sacred Hawaiian landscape. Thus, the landscape itself is a highly valued cultural property. Its protection, and the continued exercise of traditional and customary practices, in a traditional and customary manner, are mandated by native custom.

The selections below are generally presented in chronological order based on the historical period to which they are associated⁹. They include accounts from across Maui Hikina and even

⁹ In this format, some of the traditional or historical accounts may appear out of sequence based on the date of publication. But we are emphasizing the era of history being recounted versus the date of publication.

beyond. Readers will find, below, several native Hawaiian narratives as originally written in Hawaiian, as they may serve as educational resources for those who are learning Hawaiian and for those who will pass the history of place on to future generations.

Finally, the authors of the narratives cited below include native Hawaiian residents and visitors to the region, and foreigners—explorers, missionaries, travelers, and residents—who recorded their observations and often included important descriptions of features that make up the cultural landscape. Italics are used in the quoted material to draw the reader’s attention to specific place names, site references, and individuals mentioned.

He Moolelo no Kamapuaa

“He Moolelo no Kamapuaa” (A tradition of Kamapua’a), predates the twelfth century, and was submitted to the native language newspaper, *Ka Hae Hawaii*, in 1861 by G.W. Kahiolo (who wrote from Kalihi, O’ahu). Kamapua’a is a Hawaiian demigod, who could assume a wide range of nature body-forms as well as a human form. Kamapua’a is associated with agriculture, rain, and ceremonies of the god Lono. The issue published on August 7, 1861 (Helu 7), includes the first written account of Kamapua’a’s visit to Wailua-iki, Maui, and his relationship with the goddess—in human form—Kapo-ma’ilele (a sister of the goddess Pele). Localized variations of this account were repeated and embellished in the writings of native storytellers in the late 1800s and early 1900s, and were still told by elders of the Ko’olau region in 2001-2002 (see interview with Kupuna James K. Hū’eu).

The following narratives (translated by Maly) are excerpted from Kahiolo’s original Hawaiian texts published in “*Ka Hae Hawaii*”:

...Kamapua’a’s advances towards Pele, having been thwarted, he then departed from Kilauea, following Kapo-ma’ilele (Pele’s sister who had taken her genitals off and thrown them across the land to distract Kamapua’a — thus the name, Kapo-of-the-flying-genitals). It was in this way that Kapo-ma’ilele saved Pele from Kamapua’a’s advances.

Traveling across the island of Hawai’i, and eating mai’a (bananas), Kamapua’a met with Kapo-ma’ilele at Kahuā in Kohala. Kapo-ma’ilele then flew across the sea, and returned to her home on Maui, at Wailua-iki. From the heights of Kapaliuka, Kamapua’a looked across the ocean, and decided to follow her. He crossed the channel and landed at Hāmoa, Hāna... He then traveled to Kawaikau which is near the boundary between Ko’olau and Hāna. From there, he traveled to Kaliae, and then arrived at Wailua-iki, where he found the house of Kapo-ma’ilele. Looking shoreward, he saw Pueonui, the husband of Kapo, fishing. He then chanted:

Kanikanihia Hikapoloa—e,	Hīkapōloa cries out loudly.
Ka la o Wailua-iki.	The day is at Wailua-iki.
Ka lai malino a Kapo i noho ai,	Kapo dwells in the calm,
A ka wahine a Pueonui,	The woman of Pueonui,
I noho nanea i ka lai a ke Koolau, aloha.	Dwelling with pleasure, in the peace of Ko’olau, aloha.

Kamapua’a then went to the kapa making house (hale akuku), and asked Kapo-ma’ilele if they too might sleep together. She agreed, and they did. Now a man saw this and went to tell Pueonui that his wife was sleeping with another man. Pueonui returned to the house in

anger, and he struck Kamapua'a on the back with a paddle. Kapo got angry, and he struck Kamapua'a again. Kapo told him "stop, don't do that, for he is not a man, but is Kamapua'a." Hearing this, he was afraid, for he had heard the he was a god and man of power.

Kamapua'a then traveled through Hāmākua-loa, Hāmākua-poko, and on to Wailuku...

"He Moolelo Kaaō Hawaii no Laukaieie"

"He Moolelo Kaaō Hawaii no Laukaieie..." (A Hawaiian Tradition of Laukaieie) was published in the native language newspaper, *Nupepa Ka Oiaio*, between January 5th, 1894, to September 13th, 1895. The mo'olelo was submitted to the paper by Moses Manu (the native historian with family ties to 'Ōhi'a, Ko'olau). The story is a rich and complex account set in antiquity, with island-wide references to places, descriptions of place name origins, history, and mele, interspersed with accounts from other traditions and references to nineteenth-century events.

The following narratives (translated by Maly) have been excerpted from the mo'olelo and include an overview of the tradition and those narratives which recount the travels of Makanikeoe (one of the main figures in the mo'olelo). During his travels, Makanikeoe sought out caves and tunnels that served as underground trails, and through the description of his travels, we learn about some of the important places and resources of the lands in the Hāmākua Loa – Hāmākua Poko region —

Kaholokuaīwa [w] and Koa'ekea [k] lived at Ulu, in Waipi'o Valley on the island of Hawai'i. They were descended from the chiefly and godly lines of Kahiki and Hawai'i. Their first child was Lauka'ie'ie. But because she was born in an 'e'epa (mysterious) form, looking more like a plant than a child, she was wrapped in līpoa seaweed and set in the stream. Without her parents' knowledge, Lauka'ie'ie was retrieved by a mountain goddess and nurtured. Later, two other children, boys, were born to Kaholokuaīwa and Koa'ekea. One was named Hi'ilawe, and the other was Makanikeoe (who was also a wind deity).

Koa'ekea's sister was Pōkāhi, and her husband was Kaukini. Though they had been married for a long time, they were childless, and because of their prayers and offerings, the forest goddess, Hinaulu'ōhi'a, approached Pōkāhi while she was gathering seaweed, and told her that she would have a girl child to raise as her own. The condition was that no one, not even her brother and sister-in-law were to know about this child. Because Pōkāhi and Kaukini lived on the mountain ridges between Waipi'o and Waimanu, it was easy for her to keep the secret. It was in this way, that Lauka'ie'ie came to be raised by her own aunt and uncle. As a youth, Lauka'ie'ie's companions were the spirits of the plants and animals of the forest. When she matured, she was very beautiful, and thoughts of finding an acceptable mate for her began to grow. One night, when Lauka'ie'ie was sleeping, she dreamed of flying past the valley lands of Hawai'i, and across, Maui, Moloka'i, O'ahu, Kaua'i, Ni'ihau, Ka'ula, and on to Lehua¹⁰, where she saw a handsome young chief, named Kawelonaakalāilehua. It was this chief that was destined to become her husband... [January 5-19, 1894]

¹⁰ The lengthy narratives include site descriptions and traditional accounts for various locations on each of the named islands.

[February 23, 1894]

...Makanikeoe and his companions landed at Keawaiki (Lāhainā), and after surfing, they desired to adorn themselves with garlands of lehua, which they wore upon their heads and necks. The red of lehua blossoms was so bright that the ocean's surface reflected their color and looked like a kapa pa'i'ula (a highly prized, red-dyed kapa), or like *the lehua blossoms that glow in the 'Ulalena*¹¹ rains of Pi'iholo...

Portions of the mo'olelo also refer to shark gods (akua manō) of the various Hawaiian islands. In this account, readers learn that Puakawiliwili is one of the akua of Maui. Puakawiliwili, had been called to a gathering by Kamohoali'i, king of the sharks and eldest brother of Pele. In preparation for the gathering, Puakawiliwili traveled to East Maui where he collected some choice items to present to Kamohoali'i:

[March 2, 1894]

... He gathered two fish each of the awa and 'anae from Wailuaiki, Ko'olau, Maui. These fish were gotten from atop a flat area on the pali in a fish pond that was made by Kāne. The pond was reached by dropping a rope along the pali, and is situated at the land where Kapo dwelled. The path is a difficult one, there on the cliff, and it is one of the places that visitors travel to see to this day.

Puakawiliwili also gathered some of the lū'au of the god at Nāhiku-a-ke-akua which is the long name of the land of Nāhiku at Ko'olau, Maui. He then continued his journey quickly, going to Māliiko, at Hāmākua where are found the famous kukui groves of Liliko'i...

Later in the account, Makanikeoe returned to Maui, and traveled round the island. On his journey, he visited various places at Kahikinui, Kaupō, Kīpahulu, Hāna, Ko'olau and Hāmākua. Having traveled through Hāna, Makanikeoe:

[November 16, 1894]

...looked to the uplands he saw many places where kalo was growing. The interesting thing about the kalo at this place was that it appeared to be flying along the edges of the cliffs at Hanawī. Desiring to understand how the kalo could grow along the cliffs in this manner, Makanikeoe climbed up to one of the places where these kalo 'e'epa (mysterious formed taro) was growing. It was a large place where the water flowed, and in the distance, he saw a man carrying a single large kalo.

Makanikeoe then heard a voice calling out, and saw one of the small kalo plants growing along the side of the cliff talking, just as if it were a man. It called out to the large kalo:

Make no 'oe e kalo nui – Ola no au o kalo iki." (Say there large taro, you are to die –and I, the little taro, will live.)

Makanikeoe chuckled to himself, hearing the words of the little kalo, and he understood the surprising nature of the kalo at this place. These places where the kalo grows on the cliffs may still be seen to this day.

¹¹ 'Ulalena is the name of an upland hill near the Halehaku-Honopou boundary, situated in the misty region of the forest and is the "birthplace" of the 'Ulalena rains that are blown across the land to Pi'iholo.

After seeing this kalo that speaks like a man, Makanikeoe then went to the top of the mountain ridge, where he could see the cliff of Lelekea (Kīpahulu) below. He then went down to Kahaleikalalea, where he turned his gaze to the calm sea, and the pond of Waihi, Kīpahulu...

Having visited Kīpahulu, Makanikeoe returned to the uplands, and:

[November 23, 1894]

...From the mountain heights he looked to Ko'olau and saw *the famous pond of Wai'ale*. This is a place which many visitors travel to see to this day... [December 21, 1894] ...On his journey, Makanikeoe passed through *the forest of Ahikala* [Ahiakala is identified as an 'ili at Kea'ā in Māhele records]. In the olden days this was a place of trouble for travelers who were often attacked by robbers (pōwā). There is a large red stone here, that stands on the mauka side of the path, its name is *Ahikala pōhaku*. In olden days the people greatly feared passing by this place, but it was nothing for our fierce warrior of Waipi'o (Makanikeoe).

Now, while traveling through the forest of this region, Makanikeoe arrived at *Makapu'u*, where he saw a boy and a girl bathing in a pond with other youth of the area. Now perhaps my readers, you may be wondering about the names of these two children, well, I will tell you. They were *Mokulehua and his sister, Wai'aka* [Wai'a'aka]. These two children were cherished by their parents and family, and were compared to the crimson lehua blossoms of the forest (the places which bear their names were named for them). Makanikeoe continued walking towards the youths, passing through a grove of hala trees, and he came to an 'ōhi'a 'ai tree where he met Mokulehua and Wai'aka. Turning to him, the two youth greeted Makenikeoe... Makenikeoe then continued along the path and arrived at the top of *the pali at 'Ula'ino*. From there, he continued along the pali to *the stream of Lele'ikeoho (Helele'ikeoho) which in olden days, was the boundary between the districts of Hāna and Ko'olau*. He then passed by *Waione* and the two *Kea'ā*. He then arrived at *the wondrous stream of 'Opiko'ula*. It was at this stream in olden days, that two ignorant men were killed (because they did not take heed when crossing the stream).

Makanikeoe then continued on to *Nāhiku*, stopping a place where he could look to the uplands and out to the sea. The path then took him along the pali of Ko'olau to *Waiohue*, the place for which the haku mele (song writers) have said, "The brow of Waiohue faces the storm." He then passed *the point of Kamokupeu which is a hula'ana* [a trail that crosses the water between to points of land — ala hula'ana].

Makanikeoe then reached the heights overlooking *Kekuapa'awela* and went on to *the pali of 'Ohea* where he turned to look upon *the hula'ana of Ka'ilipālala*. There, he saw the noio birds circling above the cliff. Going to look more closely, *he saw that there was a cavern in the cliff where the birds landed. He also saw a long round stone which was wrapped in white kapa, a pā'ū Puakai, thus he understood that this stone was a kū'ula i'a (fisherman's deity or shrine)*.

Makanikeoe then turned and looked to sea and saw a large red colored form moving just below the surface of the water, outside of the *point of Mokumana at Pauwalu*.

There were many birds flying above the ocean surface, and when he looked more closely he saw that the large red form was a large kala fish. He then understood that the stone that

was set there at the point [of Ohea] on the cliff was for this famous fish of the Ko'olau pali. Today, there are no people left who go out to surround the kama'aina fish of that land.

Makanikeoe then turned and followed the path along the famous cliffs of Ko'olau and arrived at *Kaliae*, renowned for the winds that rise up on the Ko'olau cliffs. He then traveled to the valley of *Wailuaiki*, where *Kapo* lived, and for whom the lines of the mele were composed....:

[December 28, 1894]:

O 'oe ia e Wailuaiki	It is you, Wailuaiki
E ka lau'i pali a Uli	The ti plants which grow upon the cliff of Uli
Ua hele 'ia e Li'awahine	Li'awahine has departed
E ka wahine kuhea pali	O woman who calls from the high cliffs
Kui pua lei o Ho'akalei e	Stringing the garland of Ho'akalei
E lei – ho'i au a.	Might I too be adorned with a garland.

This is the place where Kamapua'a committed his transgression upon Kapo and left a scar atop the pali of *Puhai*. Also, from this pali the traveler can see the women going to the shore below *Kapilikaunoa*. From there, Makanikeoe went down to the shore and saw the great he'e (octopus), of which there was no equal. This he'e kupa (supernatural octopus) is the one that was in a great battle with other kupa (supernatural beings). *The name of this he'e was Hā'aluaea, and his stone body may be seen in the ocean, off the landing of Wailuanui.* His stone body has eight branches or divisions that look like the tentacles of a he'e.

After seeing this kupa he'e, Makanikeoe passed along the shore to the point fronting *Mokumana*. He then arrived at the muliwai (estuary) of *Wai'ōlohe* at *Ke'anae*. *It is at this place that the wai kau o Kauwahikaua (the flume of Kauwahikaua) was made, thus turning Ke'anae into a land of lo'i to this day.*

Makanikeoe then found a large cave on the side of the cliff by the muliwai, that opened in the water. It was not a deep cave, but it came out in the muliwai at *Wai'ōlohe* and in the channel of *Kukuipuka*, from where Makanikeoe found a cave (tunnel) that ran to the uplands of *Kūō*. It was at this place that *Puanui* was thrown by Kamapua'a from *Wailuaiki*, with the thrust of his snout. It is almost eight miles in distance. And this place in the uplands of *Ke'anae* is called *Kūō* (to cry out) because of the wailing of *Puanui*.

From this place, Makanikeoe turned and went to a pond mauka of *Puhipinao* where *Hi'u*, the profit shark (manō kāula) of *Ko'olau* was born. From the cave that Makanikeoe first saw at *Wai'ōlohe*, there is a pali that rises above the muliwai, that is *Pu'ukanohua* the place where *Kahekili* and his steward would leap from cliffs. This place was made famous in the lines of this mele —

“I mahu'i aku au e 'ike lihi, i ka wai kau mai o Ke'anae.”
(I have caught a glimpse of the water perched above Ke'anae.)

Passing this land Makanikeoe then went to the front of the cliffs of *Nu'a'ailua* and *Honomanu*. These are the youthful cliffs (pali keikikāne) of *Ko'olau*. He then went on to *Kalua* [in vicinity of *Pu'ukālai'ipu*], where the alanui aupuni passes the place called

Kawahinepe'e. There, he saw a small dark hole, covered by forest growth. Makanikeoe wanted to enter into, and travel through this cave, so he took a body form as small as the māhiki (crab) or the 'ōpae (shrimp), and he entered the cave, and found the water that flows to the stream named Waikamō'i. The water also flows to the stream of 'O'opuola, which is the boundary between Ko'olau and Hāmākualoa.

It was in this cave that Makanikeoe saw a great kūpua (supernatural being) with the body form of an 'o'opu, sleeping. This is an astounding place to see, but in the old days the travelers through here were set upon by robbers, so they traveled in fear. *It was in this forest that the chief Kihapi'ilani caused the commoners to pave a path with stones so that people could travel safely around Maui.* It was at this place that Makanikeoe saw the 'o'opu kūpua of these streams, Ka'o'opili, who is in the forest of 'O'opuola. It was for this place that the lines for the mele were composed:

'Akāhi au a ike i ka nani o Ko'olau	I have finally seen the beauty of Ko'olau
Ke loku maila kua ia o 'O'opuola	The rains that pour down at 'O'opuola
Ola no Maka'iwa i ke 'ehu a ke kai.	Maka'iwa has its life in the mist of the sea.

Makanikeoe, then went down to the shore of *Maka'iwa*. Today, this is one of the good places for boats to wait out the storms, it is a sheltered place. *Looking about, Makenikeoe saw a cave opening in the pali, on the Ko'olau side of Maka'iwa. When he looked in, he saw that there was a stone there which was carefully set in place with two stalks of ti plants growing next to it. This is keiki kālai o Makaiwa.*

After seeing this place along the edge of the pali, Makenikeoe then turned to follow the path along the sea, fronting the famous points of Hāmākualoa for which the lines of the song were composed:

Ua pau ka heluna no Hāwini	Hāwini has been counted
Helu 'ekāhi o ka pukauwahi...	Number one of the chimneys...

Makanikeoe then reached *the point of Hāwini* and turned his gaze upon the seaward cliffs. He traveled on to the cove where the boats now land at *Hōlawā*, and from there he looked upon the splashing of the waves on the shore. Passing that place he arrived at *Halehaku*, where there is a deep cave from the land to the sea:

Aia ka palena a i Halehaku	It is there at the boundary of Halehaku
Ilaila ku nei o Mākālei	That Mākālei stands
Lā'au kaulana a Makenikeoe.	The famous tree of Makenikeoe

From there Makenikeoe turned and looked at a stone islet standing in the sea that is struck by the waves on all sides. This *stone islet was covered with birds, the kōlea, 'ūlili, and 'akekeke.* He also saw two *kama'āina* men who were trying to catch the birds with nets like fishermen. Because this was the custom of catching birds in his native land of Waipi'o, Hawai'i, he called out to the men offering to teach them how to fish for birds in this manner. The two *kama'āina* were astonished at the skills of this visitor who caught the birds with nets (*lawai'a manu*). Makenikeoe then looked about this little stone islet and dove into the ocean where he found and entered a cave. He followed the cave upland, for it was dry and there

was no water. He came out at *the pali by Hālauololo along the stream of Kākipi*. Another branch of the cave came out above *Ho'ikaōpū'ai'uwala, at Makawao*.

From this place he then traveled to *the cool pond of Kalena* and then he went to the top of the hill, *Pi'iholo*, from where he could look out upon the beauty of the land. *While he was atop Pi'iholo the 'ūkiuku mist rains and the 'ulalena surrounded him, and the līhau dropped from the leaves of the koa of Kokomo and the famous kukui grove of Liliko'i*. There, while upon the hill he saw two young women whose features were like that of Hinaulu'ōhi'a [a goddess of the forests and water at Waipi'o, Hawai'i] sitting along the side of *the stream of 'Alelele*. In his mysterious manner, Makanikeoe appeared before these two young women. Startled, they dove into the stream of 'Alelele and entered a cave, and in a short time these mysterious women arose below *Wai'alalā*. There, the women took their mysterious body forms and Makanikeoe called out to them. He learned that *their names were Lauhuki and Kili'oe, and that they were the mo'o guardians of the cool waters of Kālena and all of the ponds at Makawao*. For them the lines of the mele were composed:

Ka helena a wahine i ka pali
I ka luna o Pi'iholo i 'Alelele
O Lauhuki ma lāua o Kilioe.

The women travel along the cliffs
At the heights of Pi'iholo and 'Alelele
They are Lauhuki and Kili'oe

After exchanging their greetings, Makanikeoe passed through the cave by which the women traveled to Wai'alalā. He then continued underground till he reached the sea fronting *Māliko*. He arose at the eastern point of *Māliko, which is the boundary between Hāmākualoa and Hāmākuapoko*. From here, the path of our traveler passed before *Kū'au and Pā'ia* and he then arrived at *Kapuka'ulua, the boundary between Hāmākuapoko and Wailuku*. There, Makanikeoe saw a deep pit in the sea which he entered and followed to the ponds of Kanahā and Mauoni, those famous ponds that are near Kahului. The ponds were made by the commoners in the time of the chief Kihapi'ilani...

He Moolelo Kaa no ka Puihi o Laumeki

“He Moolelo Kaa Hawaii no ka Puihi o Laumeki, ka Mea i Like me ka Ilio Puapualenalena...” (The Hawaiian tradition of Pūhi Laumeki...) was published in the native language newspaper, Nupepa Ka Oiaio, between November 8th, 1895, to February 14th, 1896. Like the mo'olelo of Lauka'ie'ie, this story was submitted to the paper by Moses Manu. The mo'olelo primarily focuses on sites and features associated with the lands of 'Ewa, O'ahu—recounting events associated with the birth and deification of an eel (pūhi) guardian of fisheries, and his siblings, among whom was Mokumeha. It is in the narratives pertaining to Mokumeha, that we find descriptions of sites and features in the East Maui region. The excerpts below (translated by Maly), introduce the account and are a summary of selected references to lands of the two Hāmākua:

[November 8-December 6, 1895]

It is perhaps not unusual for the Hawaiian people to see this type of long fish, an eel, about all the shores and points, and in the rough seas, and shallow reefs and coral beds of the sea. There is not only one type of eel that is written about, but numerous ones that were named, describing their character and the type of skin which they had. In the ancient times of our ancestors, some of the people of old, worshipped eels as Gods, and restrictions were placed upon certain types of eels. There are many traditions pertaining to eels. It is for this

fish that the famous saying “An eel of the sea caverns, whose chin sags.” [Describing one who is prosperous; see Pukui 1983, No. 1545.]

...Kaihuku'una and Ka'ōhai were the parents of Laumeki. It is said in this account of Laumeki, that his true form was that of an eel. A while after the birth of Laumeki, another child was born to Ka'ōhai, a son. He was named Mokumeha...and there at Honouliuli, 'Ewa, places are named for all of these people. The natives of that land are familiar with these places...

When Mokumeha grew up, he was noted for his handsome features, and skills in all manner of fishing. His eel-formed brother accompanied him, and drew the fish to his nets.

Having had a dream of a young chiefess, Mokumeha set out to find her and secure her as his wife. The journey took him from O'ahu, to Moloka'i and on to Wānanalua, Hāna, where the young chiefess lived:

[January 24, 1896]

Mokumeha and his companions departed from Honouliuli and traveled to Moloka'i where they stayed for a while. They then departed in their canoes, and passed through the channel of Mokuho'oniki. They sailed beyond Maui, to where they could see Kahakuloa and as far as *Pu'ukoa'e* which seemed to flutter upon the winds... They then turned around and landed at Honolua, and as is the custom of the Hawaiian people, they were greeted by the voices of the natives, calling them to rest and enjoy some food...

Departing from Honolua they then traveled around Maui, passing Kahului, and arrived at *Keon'ele'ele and Kapukaulua* where they were greeted by the youth, *Kaihuwa'a*, his sister, and elders. They were natives of the place, residing in the district of *Hāmākuapoko*. After spending a few nights there Mokumeha and his companions departed from Hāmākuapoko and traveled along *the trail through Hāmākualoa to Pāpa'a'ea* where they rested for the night. At daylight, they traveled through the forest of *'O'opuola* and arrived at *Kaloa*. From there they went to the pali of *Honomanū—Honomanū, ka pali keiki kāne—at Ko'olau*, Maui. The cliffs are described in the song:

He malihini au na ke kai i lawe mai
'Ike iā Honomanū he 'āina pali.

I am a visitor, born upon the ocean,
Seen is Honomanū, a land of cliffs.

They then descended the pali to the place where the people lived and found the young woman Kahāli'i famed for *surfing the waves of Pinana'i* [roaring surf]. This was a hula'ana, the swimming trail of that time. Mokumeha and companions relaxed and were entertained by the natives of that place. They then departed and climbed up the cliffs and arrived at *Nu'a'ailua*. This is the place where 'Umiāmaka filled the shell of a lobster with sand and then went to meet with *a woman and her daughter who were gathering lauhala on the upland side of the trail*. When the woman saw 'Umiāmaka holding the lobster in his hands, she asked him to give her the lobster. She offered her daughter in return, and 'Umiāmaka agreed. The exchange was made and 'Umiāmaka and the young woman departed. Shortly thereafter, they heard the voice of the woman calling out, “Where are you? This is a mistake, for the fish (lobster) of 'Umiāmaka is filled with white sand. (Ua hewa ka i'a a 'Umiāmaka he 'ō kea o loko.)” 'Umiāmaka replied, “You are the one who is mistaken, we two are justified. (Hewa no 'oe, pono no māua.)”

Now 'Umiamaka was a real man of *Ke'anae*, not a kūpua, and there are still some of his descendants living to this day. He was a crafty man skilled in deceit, as told in this story. But now, forgive me my readers, but these are some of the tales that have been handed down from old.

Passing the cliffs of *Nu'a'ailua*, Mokumeha and his companions arrived at *Ke'anae*, where is the water channel of *Kauwahikaua* (*Ke'anae i Kawaikau a Kauwahikaua*). *Kauwahikaua* is the one who made the famous 'auwai along the pali of Ko'olau. Mokumeha and companions were welcomed by the natives of that land, and they stayed there for two days. On the third day they departed for *Wailuanui* and *Wailuaiki*, where *Kapo dwelled at Ka'ea'ea*. She is the one who tricked the pig grandson (mo'opuna Pua'a) of Kamaunuanoho of Oahu.

Passing this place along the famous cliffs of Ko'olau, they came to *Kaliae* and ascended to *Kopili'ula* and arrived above *Kapehu*. They then went down to *Waiohue*, traveling along the trail that runs along the ocean's edge. Thus, they arrived at *Ka hula'ana o Kamokupeu* (The swimming path of *Kamokupeu*). At this place a traveler must cling like a lizard to the pali, but that is the trail that must be taken to travel through this land. One must grasp at the aerial roots of the hala trees to pass this way, and it is done with great fear. This is also the boundary between the cliffs of Ko'olau and the land of the hula'ana trails. They then arrived at *Nāhiku-a-ke-akua* and stopped at a place where they saw several large men who were prepared to play in the sport of diving at the *leaping place of Kapalalau* (*kawa o Kapalalau*).

The first two men leapt without looking, and were killed. The last man observed this and called out "why didn't you see that there was no water?" They had fallen onto the stones below, and were broken into pieces and died. This place is there along the trail that passes on to *Ōpiko'ula*.

Passing this place, Mokumeha and companions went to Kauluena and the two Kea'ā, and they then arrived at *Lele'ikeoho*, the boundary between Ko'olau and Hāna. They then passed into 'Ula'ino where they were greeted by the natives of that place... A disagreement arose between the people of Ko'olau and Hāna, and the boundary between the districts was relocated...

Traditions of Fisheries and Sharks of Ko'olau

In between ca. 1900 to 1935, several traditions regarding fisheries, sharks, and the occurrence of place names were recorded. The writers included Moke Manu, whose family, as mentioned previously, had resided at 'Ōhi'a, Ko'olau (a property now held by the family of James K. Hū'eu), and ethnographers, Mary Kawena Puku'i and Martha Beckwith (who was raised in the Hāmākua Poko District). The latter two writers recorded traditions from native residents at various localities around the islands.

Writing about native fishing customs, Moke Manu (Manu in Kawaharada 1992), recounted a tradition of Kū'ula (a fisherman's deity), his wife Hina (also a goddess of fishermen and agriculturalists), and their son 'Ai'ai. As a result of the powers and knowledge of the ocean and fisheries possessed by Kū'ula and his family, people learned many techniques of fishing. Among the narratives recorded by Moke Manu, are descriptions of fisheries in the Ko'olau region which 'Ai'ai established for the benefit of the people, and a tale of a supernatural he'e (octopus) that lived in the sea fronting Wailuanui (see also accounts cited above), which was turned into a stone islet. Manu wrote:

'Ai'ai...went over to *Waiohue* (a bay west of Honomā'ele), *Ko'olau*, where he placed a stone on a sharp rocky island called *Paka*, on which a few pū hala (pandanus trees) grow. At a certain time of the year, the kala come in from the ocean, attracted to this place by the power of this stone. They continue on westward to *Mokumana*, a cape between *Ke'anae* and *Wailua-nui*. They come in gradually for two days, and on the third day, at the pali of Ohea, they are taken with nets.

In olden times while the fishermen were hauling in their nets full of kala into the canoes, the akule and 'ō'io also came in great numbers, making it impossible to catch all the fish in one day; and so many fish were gathered in the nets, it took the fishermen a day and a night before they could care for their catch, which was more than they could use, so the leftovers were fed to the pigs and dogs. *The kala of Ohea* is noted for its fatness and fine flavor. Few people are living there now, and the people who knew about this fishing are dead; but *the stone 'Ai'ai placed on that little island at Waiohue is still there.*

'Ai'ai stayed there a few days and then returned to Hāna and lived at his birthplace quite a long time...he taught his art of fishing in all its forms; and when he was satisfied the people were proficient, he prepared to visit other places to teach his art. But before leaving Hāna, 'Ai'ai told the friend he had appointed as head fisherman of Hāna to go and kill the big *he'e kupua* (*supernatural octopus*) in the deep sea right off of *Wailuanui*, *Ko'olau* (west of *Waiohue*); and his friend consented.

When the canoes were prepared and drawn to the beach and the people were ready to go, 'Ai'ai gave his friend the hōkeo (gourd for fishing gear) in which the leho (cowry shell lure for catching octopus) his father had given him was kept. This shell is called *Leho'ula* ("Red cowry"), and *Leho'ula* in Hāna was named after it. The people went in the canoes till they reached *the pali near Kopiliula*, where they rested. 'Ai'ai was not with them, but supervised their work from *the pali of Puhiai*. While resting, they prepared the leho for lowering, and when it was ready, 'Ai'ai's friend called on *Kū'ula* and *Hina* for the assistance of their mana kupua. Then he removed the covering of the gourd and took out the leho, which had rich beautiful colors like the rainbow; he attached it to a line and lowered it into the sea, where it sent out rays of fiery light.

The he'e was so attracted by the radiance that it came out of its hole and with its great arms, which were as long and thick as full grown coconut trees, pushed up to the surface of the water and stood there like a coconut grove. The men were frightened, for the he'e entered among the canoes, intending to destroy the canoes and the men and capture the leho; but it failed because 'Ai'ai's friend, at the proper moment, shoved a stone he had brought into the head of the he'e; and the weight of the stone drew the he'e down to the bottom of the sea and kept it there; being powerless to remove the stone, the he'e died.

The men seized and cut off one of the arms; it was so big it loaded down all the canoes and they returned to Hana with just that one arm. *The rest of the he'e turned to stone and is pointed out today, just outside of Wailuanui, where a stone formation resembles the body of a he'e with one arm missing.* When 'Ai'ai saw from the pali, that his friend had succeeded in killing the he'e, he returned to Hana; the canoes arrived shortly after him and the arm of the he'e was divided among the people according to his directions... [Manu in Kawaharada 1992:18-20]

Puku'i and Beckwith (Beckwith 1970) recorded traditions of two sharks—one good, the other not—that lived at Ke'anae and Pauwalu. In their narratives, we also learn how the places Luahi'u (Ke'anae) and Pauwalu came to be named. Pukui wrote:

Pau-walu (Eight dead) lives at Wailua, Maui. He warns men as they go to the sea that eight will be dead before they return and a shark always kills eight of them as predicted. He is therefore suspected as a shark-man. Akeake the strong is born beside the stream Hau-ola and while yet a little boy starts about Maui fighting champions. After overcoming Lohelohe, he, with his companion Pakolea, spends the night at a friend's house named Ohia and learns about Pauwalu. The shark-man scoffs at so little an antagonist, but Akeake easily binds him, exposes the shark's mouth on his back, and casts him into the fire. [Beckwith 1970:141]

Beckwith also wrote that Mrs. Hardy of Ke'anae told her:

A man and his wife live near the sea at Keanae; his sister and her husband live in the woodland at Kau-palahalaha. Every day the man goes out fishing, bidding his wife give fish to his sister when she comes from her upland garden with vegetable food for the family. The man's wife is stingy and gives her sister-in-law only the tail end of a fish. This the woman in disgust drops into a calabash. One night both husband and wife have a dream and, rising, they find a live shark in the calabash. For many years they keep it in a pool [which may be seen today at this place] and make food offerings to it. Once, during high water, it is washed down to the sea. It now lives in the hole called Lua-hi'u (Hole of the tail) which may be seen near Mrs. Hardy's house and which extends underground half a mile and comes out near the Keanae wharf. [Beckwith 1970:134]

Both of these traditions were still told in various forms by kupuna James K. Hū'e'u, and were recorded in oral history interviews conducted as a part of an ethnographic study we prepared in 2001-2002. Notably, the account of Luahi'u, is described in some detail, with specific descriptions of the relationship between residents of the uplands near Kaho'okuli, and the near shore, at Ke'anae Peninsula.

Kānehekali – A Tradition of Hāmākua Loa

Writing in the 1860s-1870s, esteemed native historian, Samuel Kamakau documented early god-associated accounts associated with the Hāmākua Loa District and other areas of Maui. While discussing the thunder and lightning manifestation of the god Kāne (whose attributes also include wai ola—life-giving waters—kalo, and sunlight). Kamakau (1968) made reference to an ancient defied, resident—priest of Pāpa'a'ea, who also constructed a heiau, that “stood above Ke'anae.” By association with chiefly genealogies, the time period described predates the 1500s. Kamakau also reports that throughout history, chiefs of the Hekili line were dedicated at Pāpa'a'ea:

Kanehekili, Kanewawahilani, Kaho'ali'i, Kauilanuimakehaikalani, and the many other gods who belong to the upper and lower strata of the firmament (ka lewalani, ka lewanu'u), are called “gods of the heavens,” na akua o ka lani.

Kanenuiakea's place was elsewhere. The first kahu who observed the kapus of these gods was named Hekili (Thunder). He lived at *Papa'aea in Hamakualoa*, Maui. The land of

Papa'aea where this man was born is a place where thunder claps very loudly, with double claps, and there come flashes of lightning that smash to pieces the forest of 'O'opuloa.

Everyone knew Hekili as a man who had mana, so that everything he said was fulfilled. He had but to speak to the thunder and lightning, and they avenged him instantly upon his enemies; those persons who cursed him and abused him were all killed suddenly by thunder and lightning. His enemies therefore plotted in their hearts to kill him and whispered about it in secret. While they whispered, thunder struck. His enemies ceased to plot and to think evil thoughts.

People feared Hekili as a man of great mana, and they all called him Kanehekili. They believed him to be a man with the mana of a god, and they relied on him as a man of mana and as a kahu for the "gods of the heavens." His heiau for the gods of the heavens stood above Ke'anae in the Ko'olau district. There Hekili died, beneath the kuapala offering stand. When the brother-in-law of this man of the thunder spirit (kanaka akua hekili) entered the heiau and found him dead, he cut off his head and took it to Lanai, and thus it came into the possession of Lanai. The men of Hamakualoa missed him, and searched, and found his body in the heiau [Pakanalooa¹²] above Ke'anae. When they found that this kahu of great mana was dead, they took the body and divided it into small pieces and distributed the pieces to various places around Maui. These became their kuleana to worship thunder. Those persons who had the head worshiped through the head and eyes of Kanehekili. They were called "the eyeball of the god" (ka 'onohi o ke akua), and "the mouth of the god" (ka waha o ke akua). [They were the seers and prophets of the god in thunder.]... [1968:69]

...From the very beginning Kanehekili appeared with one side a deep black. This is the reason why Kahekili, the ruler of Maui, was tattooed a solid black (kakau pa'ele) from head to foot on the right side. His whole company of warrior chiefs (po'e pu'ali ali'i) and household companions (na 'aialo), were tattooed in the same way as Kahekili. He himself had an ancestor who had been born from thunder (mailoko mai o ka hekili). This was Kahekilinui'ahumanu, the son of Kaka'alaneo and Kapohauola. As a child Kahekilinui'ahumanu was taken to the thunder (lawe 'ia na ka hekili) and so became (ho'olilo) a child of the thunder. The royal child was consecrated to the thunder at Papa'aea in Hamakualoa, a land of thunder. His mother was of the thunder (he makuahine hekili), and so the descendants of thunder have come down to this day.

Among the offspring of the descendants of thunder, if a child is born from his mother's womb daubed with black (pala hiwa 'ele'ele) on one side, it is a sign that he has been chosen by the god Kanehekili, who has placed the mark on the child he desires to be his. The mark appears to this day, but only among the god's own descendants. Ulumaheihēi Hoapilikane was an offspring of thunder. His face was marked with deep black, visible to all; and everybody said he was a child of thunder. His mother, Keli'iokahekili, came from thunder... [1968:70]

¹² Beckwith (1970:48), cites an account naming the heiau "Pakana-loa." Which was "erected back of Keanae on Maui at a place where violent thunderstorms occur..."

Ka'a'awa He Wahi Ilina Ma Haleakalā

Another one of the significant observations shared by Kamakau (1968) discusses the mountain lands above the Ke'anae – Ko'olau region. In this account, he describes burial places and observes that such places are important to the Hawaiians from Hawai'i to Kaua'i:

The disposal pit of Ka'a'awa is a deep disposal pit inside the crater of Haleakala. It is on top of a lava mound in a pit (lua) on the north side, close to Wai'ale'ale [a swamp just outside the crater wall] and the rock that divides the lands [Pohaku Palaha, or Pohaku'oki'aina] on the eastern edge of the Ke'anae gap that opens at Ko'olau. It is a chasm, a nupa, or perhaps a deep pit, a lua meki, opened up from the foundations of the island by the forces of heaping lava, and may be several miles deep, with fresh or sea water at the bottom. Because of the insipid taste ('ono 'ole) of the waters, some people have supposed that the waters of Waiu and Waipu at Kaupo have their source at this pit of Ka'a'awa, or from some [page 39] disposal pits mauka of Pu'umane'one'o. This pit of Ka'a'awa was like Waiuli; it was the disposal pit for the people of Makawao, Kula, and Kaupo. These pits could be visited in broad daylight because no evily disposed people could get at the bones and take them away to work mischief. This is the character of nupa and lua meki—they are pits that mischievous people cannot get at.

Burial caves, disposal pits, and caverns (ana huna, lua huna, nupa) were important from Hawaii to Kauai... [1968:40]

Maui Hikina—Traditions of the Pi'ilani Line

Writing under the title "Ka Moololo o Kamehameha I" (The History of Kamehameha I), and later under the title "Ka Mo'olelo o na Kamehameha" (The History of the Kamehamehas), Kamakau referenced several traditional accounts and historical events of the Hāmākua-Ko'olau region. Among the traditions recorded by Kamakau is an account of the chief Kiha-a-Pi'ilani (ca. 1600), son of the famed chief Pi'ilani, and chiefess Lā'ie-lohelohē-i-ka-wai. After the death of his parents, Kiha-a-Pi'ilani, lived under his elder brother Lono-a-Pi'ilani. Lono-a-Pi'ilani, began mistreating Kiha-a-Pi'ilani, and in order to protect himself, Kiha-a-Pi'ilani and his wife, Kumaka, fled to Moloka'i and Lāna'i, and then eventually returned to Maui in secret. Kamakau explains that for a time, the couple lived in the uplands of Honua'ula, Kula, and Makawao. It was during that time that mention is made of Hāmākua Poko, and we learn that 'uala (sweet potatoes) were planted in the region. Kamakau also relates that Kiha-a-Pi'ilani traveled to Pāpa'a'ea, Ke'anae, and Hāna, and he set in motion his plan to take the kingdom of Maui:

Lono-a-Pi'i-lani took care of Kiha-a-Pi'i-lani, and the latter cared for the people by giving them food. Lono-a-Pi'i-lani became angry, for he felt Kiha-a-Pi'i-lani was doing it to seize the kingdom for himself... Lono-a-Pi'i-lani sought to kill Kiha, so he [and his wife] fled in secret to Molokai... [and] Lanai. From Lanai he sailed and landed at Kapoli in Ma'alaea and from thence [p. 22] to the upland of Honua'ula... They lived on the charity of others at the boundary of Honua'ula and Kula, at a place named Ke'eke'e. They lived with farmers in the remote country... They lived in poverty, but knew of the blessings to come... [They then] went away in secret and lived close to the boundary of *Kula and Makawao*.

Kiha-a-Pi'i-lani was befriended by a woman of the place, named La'ie, and they were made welcome by her. There they lived. Many people came there to play games and to go swimming in a pool, Waimalino. Kula and a part of Makawao were waterless lands, and so

this pool became a place where all enjoyed themselves and danced hulas. Although La'ie extended her hospitality to Kiha-a-Pi'i-lani, he kept his identity a secret, lest he be killed. Kiha-a-Pi'ilani slept so much in the house that his hosts began to complain, and his wife told him about it.

There was a famine in Kula and Makawao, and the people subsisted on laulele, pualele, popolo, and other weeds. One night Kiha-a-Pi'i-lani went to clear a patch of ferns to plant sweet potatoes, and on that same night he made a large one patch that would naturally have required the labor of eighty men to clear. When morning [page 23] came, the huge patch was noticed, an immense one indeed. The people said skeptically of this great undertaking, "Where will he find enough sweet-potato slips to cover the patch?" Next day Kiha-a-Pi'i-lani went to *Hamakuapoko* and *Hali'imaile* to ask for potato slips. The natives gave him whole patches of them wherever he went. "Take a big load of the slips and the potatoes too if you want them" [they said]. He went to clean a number of morning-glory vines and returned. The owners who gave him the contents of their patches had gone home. He pulled up the vines and whatever potatoes adhered to them, and allowed them to wilt in the sun. After they had wilted he laid out the morning-glory vines to bind them, laid the sweet-potato vines on them, and tied them. He went on doing this until he had enough loads for ten men to carry. Then he made a carrier ('awe'awe) of morning-glory vines, placed the bundles of slips in it, and lifted it with great strength onto his back. The sunshine beat down on his back, the 'uki'ukiu breeze blew in front of him, the 'Ulalena rain added its share, and intense heat reflected from the 'ulei vines.

One old man remarked to another, "There must be a chief nearby for this is the first time that a rainbow is spread before the trees." As they were speaking a man came from below with a huge load on his back, and they called to him to come into the house. He shifted his load, saw the old men, Kau-lani and his companion, let down his burden, and entered. Each of them gave him a bundle of popolo greens and sweet potato which he ate until he was satisfied. They asked, "Where are you going?" He answered, "I am returning to the boundary of Kula and Makawao." "Are you a native of the place?" they inquired. "Yes," he replied. They said, "There is not a native from Kula to Hamakua with whom we are not acquainted. You are a stranger." "Yes, I am a stranger." They said, "The god has revealed your identity. You are a chief, Kiha-a-Pi'i-lani." He answered, "I am he. Conceal your knowledge of me and tell no one." They said, "The secrets of the god we cannot tell to others, because you have been mistreated. The man that can help you lives below *Hamakuapoko*, at *Pa'ia*. His name is 'A-puni." When they had finished talking, Kiha-a-Pi'i-lani returned to his dwelling place with his huge bundle of sweet-potato slips. One bundle of slips was sufficient to cover every mound of the whole field. No sooner were they planted than a shower fell, and the chief who made efforts at farming was pleased.

His effort was vain when he was refused help by 'A-puni. 'A-puni directed him to *Kukui-ho'oleilei* in *Papa'a'ea* who in turn directed him to Ka-luko in the *upland of Ke'anae*. He was again directed to Lanahu in *Wakiu*, and he was directed by Weua-Lanahu to go down to *Kawaipapa* [page 24] to consult Ka-hu'akole at *Waipuna'ala*. Kiha-a-Pi'i-lani became a ward of Ka-hu'akole, a person of prominence. It was said that he was an able person in directing the affairs of the land, and [it was] believed that Kiha-a-Pi'i-lani would be avenged on his brother, Lono-a-Pi'i-lani... [Kamakau 1961:25]

Kamakau's narratives continue, describing events that led up to Kiha-a-Pi'ilani becoming the King of Maui, through the help of his brother-in-law, 'Umi-a-Li'loa, King of Hawai'i. At one point, a

great fleet of war canoes from Hawai'i landed on the shores of *Wailua-iki and Wailua-nui*. The warriors then traveled over land and entered into battle at '*Ula'ino* and continued on to Hāna. The warriors of Kiha-a-Pi'ilani and 'Umi-a-Li'loa were victorious, and Kiha-a-Pi'ilani was established as king of Maui (Kamakau 1961:29-32).

In addition to the above cited narratives, Moses Manu had contributed to the abbreviated account published by Abraham Fornander (1918 & 1996), adding important references to places and lands of the Hāmākua-Ko'olau region. In his account, titled "Ka Moolelo o Kihapiilani" (published in the native language newspaper *Ku Okoa*; January 12th to August 23^d 1884), Manu described the disposition of lands in the region and told readers about the good work undertaken by Kihapi'ilani, including construction of the paved (kīpapa) trail from "Oopuloa" (a type-setting transposition of 'O'opuloa) at Ko'olau, to Kawaiipapa, Hāna (this trail was completed around the island of Maui). The following narratives (translated by Maly), are a synopsis of Manu's narratives:

...Upon securing his rule over Maui, Kihapi'ilani determined that he was going to build a heiau, a house for the gods. His chiefs, priests and people all concurred, and the stones were gathered from Kaiakahauli, on the northeast of Honokalani and the point of Nanu'alele, and taken to Honua'ula, above the hill of Ka'uiki, where the great heiau was built... 'Ōhi'a logs for the images of the heiau was gathered from the forest of Kealakona in the uplands of Honomā'ele. At the time that the logs were gathered and borne to Honua'ula, the *alanui (trails)* were treacherous, and the hala groves were thick. The logs were often caught in the rocks and forest growth, and impossible to move. The priest called Kihapi'ilani, and asked him to go to the head of a log, and in doing so, his mana, enabled the logs to be moved through the tangle of the woods. The place where the path was made while gathering the 'ōhi'a logs may still be seen along the alanui kahiko (old road)... When the work on the heiau was completed, and the dedication made, Kihapi'ilani remembered the kindness of Kōleamoku (his second wife, who he had married while living at Hāna). To her, he gave the lands of Hāmoa, Hane'o'o, and Wailua at Hāna; Waiohue and Waianu at Ko'olau; and *Pāpa'a'ea and Honopou at Hāmākua Loa*...

Kihapi'ilani then called upon the chiefs and commoners alike, having them gather the 'alā makahinu (dense basalt stones) to build an alanui (trail). The trail began at the stream of Kawaiipapa and Pihehe, and entered the hala forest of Kahalaowaka. From that place, it went to the forest of 'Akiala'a at Honomā'ele. It was laid out and paved with 'alā stones. Also at Kīpahulu paving was begun, and laid out from 'Alae-iki to Kuikui'ula. In some of these lands, the kīpapa has been destroyed in the road work of T.K. Clarke, with the stones cast aside or buried at this time. The trail was also set out at Kaupō, from the stream (gulch) of Manawainui to Kumunui. That was the extent of the work of the king and the people. He then began the paving in the forest of 'O'opuloa ['*O'opuloa*], at Ko'olau, extending from Kawahinepe'e to Kaloa, *then on to Pāpa'a'ea, and on to Ka'ohēkanu at Hāmākua Loa*. This was a place made famous in olden times because of the pōwā (robbers). There was much treachery upon this road, and it was difficult traveling for the visitors. But, when Kihapi'ilani caused the paving (kīpapa'ia), it became a good alanui (trail) to travel by.

Now, in recent years, some of the stones have been displaced by the people who are making the roads (alanui) of these times. There is once again, much trouble for those who travel the roads. It has been damaged by the animals (holoholona), and has many potholes. There is much trouble for the visitors and the mail carriers who travel between Hāna and Ha'ikū.

Now when the King (Kihapi'ilani) completed his work in this area, he moved and lived at Kahului, where he began the collection of stones for the kuapā (fishpond walls) of Mauoni and Kanahā. He is the one who caused the water in those two ponds to be separated, and given two names. The kuapā is still there to this day, but a large portion of it has been lost, covered under the sands flying in the winds. When this work was completed, Kihapi'ilani then departed for Waiehu and 'Ā'āpueo... [Manu in *Nupepa Ku Okoa*, August 23, 1884:4]

Maui Hikina – In The Path Of Warring Chiefs

Maui Hikina is once again prominent in ca. 1776 when Kalani'ōpu'u (King of Hawai'i) invaded Maui, and met the warriors of Kahekili in battle on the plain of Kama'oma'o (between Kahului and Wailuku). In this battle, the fierce warriors of Maui were likened to various elements of the forests of Hāmākua:

...Like the fiery petals of the *lehua blossoms of Pi'iholo* were the soldiers of Ka-hekili, red among the leaves of *the koa trees of Liliko'i* or as one glimpses them through *the kukui trees of Ha'iku*... [Kamakau 1961:87]

In ca. 1778, Kalani'ōpu'u again invaded the kingdom of Kahekili, attacking Kaupō, Kaho'olawe, and Lāhainā; and it was in these battles that the young Kamehameha, exhibited his prowess on the battlefield, as well. Maui's forces eventually drove Kalani'ōpu'u's army from Maui, and they took Lāna'i by force. The people and resources of Lāna'i were abused and overtaxed, and a famine came upon the island. Kalani'ōpu'u then determined to sail to Ko'olau, Maui, and Kamakau described the events in the following narratives:

Ka-lani-'ōpu'u decided to go on to *Ko'olau, Maui, where food was abundant*. He [also] went to Ka'anapali and fed his soldiers upon the taro of Honokahua... *At Hamakualoa* Ka-lani-'ōpu'u landed and engaged in battle, but Ka-hekili hastened to the aid of his men, and they put up such a fierce fight that Ka-lani-'ōpu'u fled to his canoes. *Landing at Ko'olau* he slew the common people and maltreated the captives by urinating into their eyes. Descendants of people so treated are alive today. From Hana, Mahi-hele-lima, commander of the fortress Ka'uiki, joined forces with Ka-lani-'ōpu'u, and for six months the fighting continued. During this campaign, carried on for half a year, from 1778 to 1779, with fighting at Kaupo, Lahaina, Lanai, Hamakualoa, and Ko'olau, Kamehameha, as well as his master in warfare, Ke-ku-hau-pi'o, distinguished himself for skill and bravery in war... [Kamakau 1961:91]

Kamakau also recorded that it was while the battles were occurring on Maui, and Kalani'ōpu'u was at Wailua, Ko'olau, that Captain James Cook and his ships sailed along the coast of Maui Hikina. In Kamakau's version of the arrival, readers learn that Cook anchored near Ha'aluea Rock (pointed out in oral history interviews conducted as a part of the present study as an area fronting the canoe landing of Wailuanui):

While Ka-lani-'ōpu'u was in *Wailua in Ko'olau*, Maui, on the evening of November 19, 1778, Captain Cook's ship was sighted northeast of Mokuho'oniki with the prow turned a little to the southeast. It was seen at Kahakuloa, and the news spread over the island, then at Hamakua, and at evening it was seen in Ko'olau. The night passed, and the next day *the ship was anchored at Ha'aluea just below Wailua*. When they saw that its appearance exactly fitted the description given by Moho, there was no end of excitement among the people over the strange object. "The tower of Lono! Lono the god of our fathers!" they

exclaimed, redoubling their cries at the thought that this was their god Lono who had gone to Kahiki. The men went out in such numbers to visit the ship that it was impossible for all to get on board.

When the canoes returned to shore, Kala'i-mamahu' persuaded Kamehameha and one other to remain on board, and that night the ship sailed away taking Kamehameha and his companions and by morning it had disappeared. Ka-lani-'opu'u thought that Kamehameha must have gone away to Kahiki. He was displeased and ordered Ke-pa'a-lani to bring them all back. Ke-pa'a-lani took six paddlers and a large single canoe supplied with food and water. Puhie declared that within two days and two nights they would sight the ship. Maui disappeared, and Mauna Kea rose before them out of the waves. Kamehameha, looking out, saw a white object on the wave and said to Kala'i-mamahu', "Is that a canoe or only a wave?" "Where?" "Yonder." As they watched it became clearly a canoe, and Kamehameha guessed that it was Ke-pa'a-lani come to seek them. But Captain Cook had no intention of carrying them away; he only wanted them to guide him to a good harbor on Hawaii. Captain Cook may have sailed by a map made by the Spaniards, for how else could he have found the proper harbors at Waimea, Mahukona, and Kealakekua? As for Ke-pa'a-lani he was relieved, for he had already sailed two [page 97] days and nights without sighting the ship. Kamehameha pointed out the canoe to Captain Cook and then pointed toward Maui. Cook would not consent; he pointed to the ship and then to Hawaii. Again Kamehameha pointed to Maui, and the ship turned about and reached Wailua in a single night... [Kamakau 1961:98]

Kalani'ōpu'u's quest to bring the Maui kingdom under his control was only partially accomplished, and he died approximately ten years later on Hawai'i.

Naming Kapua'i o Kamehameha (The Footprint of Kamehameha)

Following the death of Kahekili, his son Kalanikūpule, ruled Maui and the larger kingdom of Kahekili. In ca. 1790, Kamehameha I returned to Maui, set on taking the island into his own kingdom. Kamakau (1961) described events of a battle which took place in Hāmākua Loa and references a wahi pana situated inland overlooking the lowlands of Pe'ahi and Halehaku:

...Hearing of Kamehameha's approach Ka-lani-ku-pule sent an army to Hamakualoa under the warrior Kapa-kahili. The battle met at a small hill called "Bosun-bird Hill" (*Pu'ukoa'e*) situated on the makai side of *Pu'umaile at Hanawana in Hoalua*, and Kapa-kahili was defeated. In the evening Kamehameha beached at *Halehaku*, went ashore, and built temporary shelters just where he stepped foot. The feather god Ku-ka'ili-moku encouraged him to fight, for its feathers bristled and stood upright in the direction of Hina-wai-koli'i; Kamehameha therefore lost his fear of a fight with slingshot. The next morning he saw through the koa and hala trees the red gleam of feather capes. It is said the he narrowly escaped defeat by Kapa-kahili's company. But reinforcement came up, Kamehameha put the enemy to flight, and pursued them along the main road or they would have rejoined their fellow-warriors at *Kokomo*. At the ascent of 'Opaepilau, Kapa-kahili was exhausted and was overtaken. "Slain by Pipili," Kamehameha boasted over him... (Kamakau 1961:148)

The battle then moved to Wailuku and 'Īao, where the battles were called Ka'uawa'upali and Kepaniwai, and Kamehameha was victorious (ibid.:148-149). The original Hawaiian text to the above account, published in *Ka Nupepa Ku Okoa* (April 13, 1867), is important to cite here, as

another place name is referenced that does not appear in the English translation (Kamakau, 1961). The narrative reads:

“He wahi puu kaula ma Hamakualoa, o Puukoae ka inoa, aia ma kai ae o Puumaile i Hanawana i Hoalua, a ua kaula ia kela puu kaula a ua pau i ke auhee. A i ke ahiahi ua pae o Kamehameha ma i Halehaku a pii akula o Kamehameha ma a hiki i *Kapuaiokehameha*; a hana iho i mau papai auolo no lakou...” [Ka Nupepa Ku Okoa; Aperila 13, 1867]

This may be literally translated as:

There is a fortress (battle hill) at Hamakualoa, its name is Puukoae, it is there on the seaward side of Puumaile at Hanawana, at Hoalua, The battle took place at that hill, and it was a route. In the evening, Kamehameha and his people landed at Halehaku, Kamehameha and party climbed up and reached *Kapuaiokehameha*; and built there, a number of temporary houses for them... [Maly, translator]

J.M. Alexander’s Map of Halehaku (Registered Map No. 491; October 1873) names a hill “Kapuai” near the Halehaku-Pe’ahi boundary (mauka of Keio Hill). Registered Map No. 2482 (March 1909) identifies the same hill as “Kapuai o Kamehameha,” placing it at the 1,149-foot elevation.

Several other historical writers described the events leading to the naming of Kapua’i o Kamehameha, among them was Abraham Fornander, who compiled an “*Ancient History of the Hawaiian People, Vol. II An Account of the Polynesian Race...*” (1996 reprint), which is frequently cited. Another account was published between 1920 to 1924 by Steven Desha, Sr. and a small group of native Hawaiian historians. Desha and his associates oversaw the publication a many important traditions and historical accounts in the Hawaiian language Newspaper, *Ka Hoku o Hawaii*, which was published out of Hā’ili Church (where Desha was the Kahuna pule), in Hilo. The lengthy account titled “He Moolelo Kaa no Kekuhaupio ke Koa Kaulana o ke Au o Kamehameha Ka Nui” includes some important details pertaining to Kamehameha’s battles in bringing Maui under his rule, including events that took place on the kula of Halehaku and Pe’ahi. Excerpts from the lengthy narratives follow below, with the original Hawaiian as published on July 12, 1922, and a translation by Frances Frazier, published in 2000:

Iulai 13, 1922 (aoao 1)
Ka Hoku o Hawaii
He Moolelo Kaa no Kekuhaupio ke Koa
Kaulana o ke Au o Kamehameha Ka Nui

...Ma keia manawa i ho’ea aku ai o Kamehameha me kona puali koa nui i Maui Hikina, e noho hoomalu ana o Kalanikupule me kona kaikaina Koalaukani ia Maui, a o Kamohomoho kona kuhina kaula a kuhikuhipuuone nui, o ia hoi ke poo nui o ka oihana kaula ma Maui ia mau la. Ua hoopiha pu ia no hoi kona aloalii i na alii kiekie ma lalo mai ona, a o ia no ka mana nui o ke aupuni ma Maui ia mau la, oia i kona makua kane Kahekili ma Oahu ia manawa e ho’olala kaula ana ia Kahahana, ko Oahu alii ai moku. E noho pu ana i ke alo o ke Alii Ai Moku Kalanikupule na alii kapu kiekie, o ia hoi o Kalola me kana mau kaikamahine alii kiekie, o ia hoi o Kekuiapoiva me kona kaikaina ‘o Kalanikauikikilo Kalaniakua, a me ka laua kaikamahine opio Kalanikauikaalaneo Keopuolani.

A lohe o Kalanikūpule i ka hoea ana o ka poe kaua o Hawaii me Hana, a laila, wae ae la o ia i kekahi pualii koa nui, a hooona akula ia lakou i Hamakualoa, a ma lalo hoi o Kapakahili, ka mamakakaua. Aia ma kela wahi o Hamakualoa kekahi puukaua, a nona ka inoa o Puukoae, a he wahi keia ma kai ae o Puumaile, a e kokoke ana paha i Hanawana, a hoopuipui ihola o ia i ka ikaika o ko Maui poe.

Haalele akula o Kamehameha me kona mau auwaa kaua ia Hana, a hoonee maila i kona nee ana no *kela wahi i kapa ia o Halehaku, a ma ia wahi i hoolele ai o ia i kona mau koa, a pii akula o ia no uka o ka aina, a ma kahi hoi i kapa ia Na kapuai o Kamehameha*, a ma ia wahi kukulu ihola lakou i mau papai hale no lakou. I ka paa ana o keia mau papai hale o lakou, ua hoomaka koke ihola no o Kamehameha e hapai i kana aha kuka o kona mau alii me kona mau koa alakai, a i komo pu aku na hoi o Kekūhaupio, kona koa kaulana. Ua kaa no nae ma lalo o ke alakai ana a kona Kahuna alakai Holoae ka lawelawe ana i na hana ninau i kona akua Ku-kaili-moku, oiāi, o ka mea maamau no ia i keia Alii Kamehameha, aole loa o ia e lawelawe i kekahi hana hoonee kaua ke ole o ia e ninau mua i kona akua kaua.

Ua olelo ia ma keia papa hana a ke Kahuna Holoae, ua ike ia ke kuku ana o na hulu o Kukailimoku i luna, a o ka hoailona maa mau o ia ano, o ia no ke ku o ka hulu o ke akua, e hoala mai ana i ka mana o nee i mua no ka hooili kaua, a e loa ana no ka lanakila ma ka aoao o Kamehameha. O ke kuku ana o keia mau hulu o ke Akua Kunuiakea, o ia paha ka inoa kiekie loa o keia akua kaua o Kamehameha, a e kuku ai na hulu o ua akua nei a kau i luna o “Hina-wai-kolii,” a ma muli o ia hoailona i ike ia e ke kahuna alakai o Kamehameha a me ka ike pu no hoi o na alii kiekie ma lalo o Kamehameha, e hoolale mai ana keia mau hulu kuku o Kunuiakea, e nee ke kaua no mua a he mea maopopo loa e hio ana ka lanakila ma ka aoao o Kamehameha....

[Translation by Frances Frazier, 2000:246-247]

...When Kamehameha and his warriors arrived at East Maui, Kalanikūpule and his younger brother, Koalaukani, reigned over Maui. Kalanikūpule's war minister and kuhikuhipu'uone was Kamohomoho who was the head of the warrior profession in those days. Kalanikūpule's court was filled with high-born ali'i under him. He had the power of government because his father, Kahekili, was on O'ahu making war on Kahahana, O'ahu's ali'i 'ai moku. Also at Kalanikūpule's court were the sacred ali'i ki'eki'e Kalola and her daughters, Keku'iapoiwa and her younger sister Kalanikauio'kikilo Kalaniakua, and their young daughter [and niece], Kalanikauika'alaneokeōpūolani.

When Kalanikūpule heard of the arrival of the Hawai'i people at Hāna, he chose his great army and sent them to Hāmākualoa under Kapakahili, the general. At Hāmākualoa was a certain fortification called Pu'ukoa'e that was ma kai of Pu'umaile and close to Hanawana and which was reinforced by the Maui folk.

Kamehameha and his war fleet left Hāna and moved to that place called *Halehaku*. Here his warriors sprang ashore, and at a place called *The Footsteps of Kamehameha (Nā Kapua'i o Kamehameha)*, they built themselves some temporary shelters. On the completion of these shelters, Kamehameha immediately took up his conference of chiefs and war leaders including Kekūhaupio, his famous warrior. However, the questioning of his god, Kūkā'ilimoku, was performed under the leadership of Holo'ae, his kahuna, as it was customary for Kamehameha never to take up his warlike actions without first questioning his war god.

It was said of this work by the kahuna Holo'ae that, if the feathers on Kūkā'ilimoku were seen to stand up, this was always the omen which led to movement to battle and to the achieving of victory for Kamehameha's side. If the feathers of the god Kūnuiākea, which was perhaps the highest name of this war god of Kamehameha, stood up and perched upon Hinawaikōli'i, this was a sign recognized by Kamehameha's kahuna and the high chiefs under him, that they should hasten to battle and that the victory would slant in their favor...

“Na Hunahuna no ka Moololo Hawaii”

Native historian and steward to the descendants of the Kamehameha line, John Papa I'i, penned important accounts of Hawaiian history in a series of articles published between 1868 to 1870. His work, titled “Na Hunahuna no ka Moololo Hawaii” (Fragments of Hawaiian History; Ii 1959), includes one reference to lands of the Hāmākua-Ko'olau region of Maui. In 1853, I'i and his ward, Chiefess Victoria Kamāmalu,¹³ sailed to Hawai'i from O'ahu and returned via Maui. I'i described the beauty of the Hāna–Ko'olau–Hāmākua region, but also reported that by that time, the smallpox epidemic had reached the island. Among the important references made by I'i to places is that there was at Makapu'u (Ko'olau), a swimming pool famous in legend. While at the location, the party also made lei (garlands) of palapalai and ginger with which to adorn themselves:

They left the Kalaikini behind, and reached the port of Kapueokahi, Maui, near noon. They looked up at the stronghold of Kauiki, where Kaahumanu was born. It was evening when the smaller ship arrived. As soon as it reached port some of the passengers made haste to go ashore, but their rowboats had not reached the shore when orders came to stay aboard because smallpox had been brought there. As the Kalaikini lacked water and food, five bundles of hard poi, ten dried awa fish, and one barrel of water were sent out to the ship.

Ii's ship remained at Kapueokahi until after Sunday, and the passengers associated with the people there. *On Monday they left and paused at Ulaino, belonging to John Young II, to bathe in the water at Makapu'u, a pool famous in legend. Then they returned with head leis of palapalai fern and ginger.* In the house where they were received their emptiness became well filled. Then they bade their friends farewell and boarded a boat to return to the ship.

The sails of the lovely one turned hither. Those aboard glanced at the cliffs of *Koolau and Hamakua, reaching Halehaku* at night, where they paused until day break. Then they moved along, looking at *Halehaku and Haiku, seeing the growing koa and kukui trees of Liliko'i and other sights* until they reached Kahului. They went ashore there and went to Kaoo's houses at Wailuku and spent two nights there. When they left for Kahului on ox carts, Kamamalu and the others sang. Children, men and women accompanied them until they boarded the boats... [Ii, 1959:172]

¹³ Chiefess Kamāmalu, a granddaughter of Kamehameha I and Kaheheimālie, held many lands on Maui as a birthright inheritance. Among these lands was Ha'ikū, which her father (and trustee), Mathew Kekūanā'oa sold to Richard Armstrong in 1849 (see Deed Book 1; Bureau of Conveyances). Kamāmalu died in 1866.

TRAVEL THROUGH MAUI HIKINA FOREIGN AND NATIVE VISITORS DESCRIBE THE LANDSCAPE AND COMMUNITIES (1779-1901)

This section of the manuscript includes selections of early descriptions of the lands, people, and resources of Maui Hikina, presented in chronological order.¹⁴ The earliest description penned by a foreigner was recorded offshore of Maui Hikina in 1779, in the Journals of Captain James Cook. Then in 1820, the first protestant missionaries arrived in the Hawaiian Islands and they began investigating the landscape as a means to colonize and convert Hawaiians to Christianity, and identify populous locations for outlying churches and schools. We find in the extensive writing of missionaries that they considered Hawaiians to be heathens, uneducated, of low moral character, and irreligious. This could not have been further from the truth. There is a wealth of traditional and historical narratives that inform us that every aspect of Hawaiian life and every task undertaken was accompanied by pule (prayer), mele (chants), and kānaenae (supplications).

The missionaries and other foreigners who began arriving on Hawaiian shores also wrote extensively of their observations—usually in the mindset of colonizers, with racist overtones and little regard for the traditional and customary practices of Native Hawaiians. The following accounts cover the period from 1779 to 1901. While often demonizing mea ma'amau (traditional customs and beliefs), the writers do provide valuable insights into various aspects of the natural environment, sites, communities, transitions in residency, land use, and opportunities for economic gain through the extraction of natural resources.¹⁵

The second part of this section includes important descriptions of the “ulu nahele” (forest groves), which, in early times, extended from the coast to the distant uplands on Haleakalā. The sampling of narratives includes some of the early descriptions and later development of Forest Reserves, larger in reaction to the loss of endemic and indigenous species, forest cover, and water producing resources. It becomes clear that a majority of the early forestry initiatives were not driven so much by a desire to protect the natural environment, but instead as a means of maintaining and expanding on the extraction of water for economic purposes. This is also evident in the careless introduction of a wide range of invasive species, which have added another layer of threat to Hawaiian ecosystems.

The Journals of Captain James Cook (1779)

The journals of Captain James Cook and crew (Beaglehole 1967) include further documentation regarding this period of history. Cook and crew first saw the Hawaiian Islands of O'ahu and Kaua'i on January 18, 1778. Cook then reports that on November 26th, 1778, he and his crew saw the island of Maui (Mowee) for the first time. While sailing on the eastern side of Maui, they were visited by residents of the Wailuku-Hāmākua-Ko'olau region, before sailing to the island of Hawai'i.

¹⁴ We share here that many of the early journals are in very poor condition. We have digitized thousands of letters and journals dating back to ca. 1800, which are often difficult to decipher, so some of the words are uncertain, and in others, the spellings are archaic.

¹⁵ In addition to the selected citations in this section of the study, interested readers will also find an extensive collection of historical narratives in missionary journals and communications. Selections from field station reports may be found in “*The Friend*,” a newspaper published between 1843 to 1954. It includes detailed letters, reports, and journals pertaining to mission station activities and parishioners.

Though only a limited time was spent off-shore of Maui Hikina, Cook penned a few observations of the region. In parts, Kamakau's narratives (cited earlier) coincide with those of Cook:

Finding we could not weather the island I bore up and ranged along the coast to the westward. It was not long before we saw people on several parts of the coast, some houses and plantations, and the Country seemed to be both well wooded and Watered, the latter was seen falling into the Sea at several places... [page 474] ...At first but a few people vested us, but towards noon we had the company of a good many who brought with them breadfruit, Potatoes, Tarra or eddy roots [taro], a few plantains and small pigs, all of which they exchanged for Nails and iron tools; indeed we had nothing else to give them... [page 475]

Monday 30th. In the afternoon of the 30th being off the NE end of the island, several canoes came off to the Ships, most of them belonged to a Chief named Terryaboo [Kalaniopuu] who came in one; he made me a present of two or three small pigs and we got by barter from the other people a little fruit. After a stay of about two hours they all left us except six or eight who chused to remain, a double sailing canoe came soon after to attend upon them which we towed astern all night. In the evening we discovered another island to the windward [Hawaii] ...our Indian friends not chusing to accompany us, embarked in their canoe and left us [page 476].

MOWEE... A low Istmus separated it into two circular high peninsulas, the Easternmost being as large again as the Westernmost one. Its figure is not much unlike Otaheite, nor do they differ greatly in size. The length of Mowee (being East & West) is 15 leagues, the greatest breadth of the East Peninsula (NE & SW) 8 ½ leagues, & which is calld Wha'madooda [Hamakua or Hamakualoa]. Its NE side being the first land we saw on coming down to these Islands... [Beaglehole 1967:609]

The description of this region of Maui ends with the above narrative, and Cook himself never returned to Maui.

1828: A Visit to Halehaku and Vicinity by Chiefess Nāhi'ena'ena, J. S. Green, and Mission Station Members

Friday, August 22, 1828

[Travel to the summit of Haleakalā] We arose and ascended the mountain to its summit & contemplate the beauties of the rising sun and gazed out upon the scenery before us. There seemed to be but only a few places where the lava had found a passage to the sea, and these channels must have exited with tremendous velocity. But we not having any instruments were unable to ascertain the height of the mountain. We presume it would not be less than about 10,000 feet. This I believe is the height at which it has been estimated. The circumference of the great crater we judge to be no less than thirteen mile. We were anxious to remain longer that we might descend into the crater to examine the appearance of things below... We finished our chicken and tea, and began our descent . Nothing remarkable occurred on our down. When we reached the cluster of houses set in the mountains. The occupants who had heard of our approach, kindly provided us with roasted corn and bananas. About 1 O. C. p.m. we reached the place where we had left our possessions. Here we dined. *From this place to the sea, we walked in a new direction over*

some of the most beautiful land we have seen. The most of it is uncultivated, but a New England farmer would make like the garden of Eden. The timber which is plenty, is mostly the kui or candle tree. It yields a nut nearly as large as a _____ from which oil of an excellent quality is easily extracted. The native open the nut, sting the meat on a small stick, and set the upper one on fire. They burn and give a good light. As we proceeded, our attendant point out several places along the way. At 5 O C. P.M. we reached Halehaku, a small village on the shore. Here we found the Princess [Nāhi'ena'ena, daughter of Kamehameha I], and a large school waiting our arrival. Commenced examination, but were soon interrupted by the rain. Put up in a dirty house full of fleas and cockroaches. Passed a comfortless night.

Saturday 23.

Examined the remainder of the school and proceeded on our way [towards Ko'olau District]. This day, we came on a pavement said to have been built by Kihapilani [Kiha-a-Pi'ilani], king contemporary with Umi and ancient king of Hawaii [island]. He is said to have built it, that his name "might not die out." It extends more than thirty miles, and is work of considerable magnitude. Here its contour enjoys equal advantages. The height had to be about 700 ft. This pavement afforded us no inconsiderable assistance in travelling as we ascended and descended a great number of steep and difficult parts [cliffs]. In the valleys there are brooks; some of them of considerable size... [ABCFM Collection, Reel 795:457-459]

Augate 16, 1837 (aoao 23-24) Ke Kumu Hawaii

Wailuku, Iulai 15, 1837

Ua hele makou i Hana i keia mau la iho nei. Eia ka poe i hele, o Konedo, a o Aiwe no hoi, a o ka Limaikaika ma, a me kekahi mau kumu. I hele aku makou e makaikai, e alakai aku i na kumu hou, a e hooponopono i ko laua noho ana malaila.

Holo e aku mau me Kauka Lapona i Haiku ma ka po aono, a pii ae la i Lilikoi e ike ia Kamita ma, a e makaikai no hoi. He wahi maikai ko ka haole. Aia no ka hale iloko o ka ululaau, ua nalowale loa, aole ike a kokoke aku: Aole hoi e hiki ko laila poe ke nana nui mawaho. O ka moana wale no, a me ka ulukukui na mea i ike maopopo ia, e kanaka e ku ana ma kona wahi. He oluolu wale no ka makani malaila, aole nui o ka wela, a papu ka honua i na mea ulu. Ua kanuia hoi kekahi mau mala i ka pulupulu, i ka uala, i ka uhi, i ke kulina, i ka laau kilika no hoi: ua pau nae kekahi mau mea kanu i ka enuhe he mea kolohe loa ia...

I kela la ae la he la hoano ia, he kula Sabati ka makou, 550 haumana i akoakoa mai. He nui! Kukula makou, a hai aku au i ka olelo a ke Akua i na kamalii, penei, "Aole he weliweli i ke Akua imua o ko lakou mau maka." Aole nae maopopo ka hoolohe o na kamalii. He poe makau ole i ke Akua. Aloha ino ka poe makau i na mea liliu a me na mea wahahee, na akuahanai, na hale kupapau, ka mai, ka hune, ka eha o ke kino, a me ka make o ke kino, aole hoi makau iki i ke Akua ka mea mana loa. He mau mea liliu wale no na mea e make ai ke kino, o ka mea e make ai ke kino a me ka uhane pu, oia ka mea weliweli loa: o ke Akua no ia.

Po akahi, hiki aku ka huakai i Halehaku. Maluna o na lio kekahi poe, a ma na wawae kekahi poe, a ma na waa hoi kekahi poe. He oluolu ka hele ana a hiki ilaila.

He ala loa, keekee nae,
Elua kahawai,
Holo mauka, holo kai,
Aole okana mai.

Moe iho makou i *Halehaku* ia po, a hookipa pono mai na kamaaina olaila ia makou. Haawe mai i ka ai, a me kahi kapa moe; aole nae makaukau loa Konedo ma i ka miki poi. A kakahiaka ae la, hoihoi aku la makou i na lio, no ka mea he aina pali loa ia, a hele wawae ma ke ala loa. He la ua nui wale kela; oki loa ko makou wahi kapa, pahee wale na wawae, a haule ilalo kekahi. He ino maluna, a he ino malalo, a koekoe makou. I ka ua nui loa, holo makou iloko o ka hale o na kamaaina, a ilalo o kekahi laau paha, a malie ka ua. Pela wale no mai kakahiaka a po ka la.

Eia hoi na alalai nui ia makou, o na kahawai. 20 paha kahawai a makou i ike ai ia la hookahi, a ua piha loa i ka wai iloko o Hamakua a me Koolau. Mea e ka ikaika o ka wai. Aneane lilo kekahi o makou ilalo. Ma na kahawai nui hoi, ua kokuaia mai makou e na kamaaina. Ua kaulia na laau a me na kaula mai kekahi kapa a i kekahi kapa, a ku na kanaka iloko o ka wai, e paa ana, a o ko makou alanui no ia. Po alua hele makou iloko o ka wai wale no. A i ka poakolu hiki aku i Hana, a palekana. Olioli iho la ka naau.

Ua hala ka ua,
Ua hala ke aa,
Ua hala na pali,
Ua hala ka wai,
Hauoli makou,
A hoomaha no...

[Translation - Synthesis]

Several of the mission station leaders traveled through East Maui. After visiting Smith at Lili'oi. The areas being surround by a dense forest, from which are seen the ocean, and groves of kukui. Smith has planted some patches of cotton, sweet potatoes, yams, corn, and silk bush... On Sunday 550 students were gathered.

These are a people who do not fear God, who instead keep the false gods... On Monday, we traveled to Halehaku, some on horseback, others on foot. It was a pleasant journey.

The path is one filled with zigs and zags,
Two gulches are cross,
Travel towards the uplands and then towards the shore,
There is nothing to compare it with.

We slept at Halehaku and met with the natives of that place. We were given food and Blankets, and Conde had no fear of dipping into the poi bowl. In the morning we continued our journey along the alaloo, passing the long cliffs. It was a day of heavy rainfall, and some of us slipped and fell along the way. We then stopped at the house of a native to wait out the rain.

We crossed some 20 stream gulches in just one day, which in both Hamakua and Koolau are filled with water. Some of us were nearly washed away in the streams... finally reaching Hana.

The rains have passed
The challenges have passed,
The cliffs of passed,
The streams have passed,
We are filled with joy,
And rest...

**Commander Charles Wilkes:
The United States Exploring Expedition of 1840-1841**

In 1840 and 1841, Commander Charles Wilkes of the United States Exploring Expedition, toured the Hawaiian Islands (Wilkes 1845, Vol. IV; reprint 1970). In April 1841, Wilkes and party toured the island of Maui, and Wilkes' narratives provide readers several descriptions of the lands and activities in the Wailuku and Kula District, including portions of the Hāmākua-Ko'olau region. Among the topics discussed by Wilkes were — cultivation of the land, including the development of foreign crops; the barren nature of the isthmus plain, noting its lack of water; the perseverance of the native community in construction of the protestant church of Hāmākua Loa; the McLane-Miner sugar plantation at Hāmākua Poko; and the presence of wild cattle, dogs and goats in the summit region of Haleakalā.

The district of Wailuku is composed of valley and upland. The soil in the former is extremely rich and well watered; the upland, also, produces good crops when sufficient moisture can be had. Potatoes, corn, sugar-cane, and sweet potatoes, are the chief products of the windward side of the island.

In some places there are extensive woods, the trees in which are of [page 250] large size; but the timber is of little value, being either soft and spongy, or hard and difficult to work. Of the former kinds the natives make their canoes. *The District of Kula, on east Maui, although extremely rough and rocky, has a loamy, rich, and productive soil: it produces the finest Irish potatoes, turnips, corn, melons, and wheat. The latter, of an excellent quality, is found growing wild. It was introduced about twenty years before our visit, planted, and not the least attention paid to it; instead, however, of "running out," it has increased...*

The isthmus is too dry to be fit for cultivation; it is in extent about twenty by fifteen miles. During nine months of the year it is a fine grazing country, and feeds large herd of cattle, that are mostly owned by foreigners... Both at Wailuku and at Hamakualoa, the natives have shown much perseverance and enterprise in erecting stone churches. These are built by native workmen, and their dimensions are one hundred feet in length, by fifty feet in width. For construction of that at Hamakualoa, they were obliged to bring stones, lime, and sand, on their backs, to the place of building. The lime and sand were brought from a distance of two or three miles, and the timber was dragged from four to six miles. In putting on the roof, it fell in twice, after nearly all the timbers were up, and broke them to pieces; but they persevered until they had completed the edifice, which will contain [page 251] about one thousand people. The whole amount of money laid out was sixteen dollars!...

The north coast of East Maui is a succession of deep ravines, which gradually diminish in breadth as they ascend, and are finally lost on the flanks of the mountains; travelling along the coast, in consequence becomes almost impossible. Cascades are seen falling in these ravines several hundred feet in height, having little volume of water, however.

The face of Mauna Haleakala is somewhat like that of Mauna Kea; it is destitute of trees to the height of about two thousand feet; then succeeds a belt of forest, to the height of six thousand feet, and again, the summit, which is cleft by a deep gorge, is bare... [page 252] ...[O]ur gentlemen were very kindly received by the king and missionaries. They forthwith made preparations for a tour to East Maui. The Rev. Mr. Andrews, his son, and four students of the seminary, joined the party, together with six Kanakas to carry their food. The Kanakas were engaged at twenty-five cents a day, and twenty-five cents more was allowed for their food. The party first passed to Wailuku, where it was further increased by the accession of Mr. Baily.

In the evening they reached *the sugar plantation of Messrs. Lane and Miner*, which they found one thousand six hundred and ninety- two feet above the level of the sea. These are two very respectable white men, who have married native wives. They are natives or Boston, and have brought their Yankee enterprise with them. Here all the party were kindly received. The plantation of these gentlemen is of some extent, and although the cane grows more slowly here, it makes better sugar than that on the low grounds, which is said to be owing to the former not blossoming. The houses are partly of native construction, and seem well adapted for their uses. The sugar-mill is one of the largest on the island.

Crops of Irish potatoes are very productive here; and corn is abundant a thousand feet higher up the mountain.

The next day, the party set out at an early hour, in hopes of reaching the summit, but it began to rain violently, in consequence of which they took shelter in a large cave, at an altitude of eight thousand and ninety feet. Here many interesting plants were found, among which were two species of Pelargonium, one with dark crimson, the other with lilac flowers; the *Argyrophium* began to disappear as they ascended, and its place was taken up by the silky species, which is only found at high altitudes. From the cave to the summit they found shrubby plants, consisting of *Epacris*, *Vaccinium*, *Edwardsia*, *Compositae*, and various rubiaceous plants... [Wilkes 1970:253]

Having reached the summit of Haleakalā, Wilkes reported that “Near the summit, bullock-tracks were observed, and likewise those of wild dogs, but no other animals were seen except for a few goats” (Wilkes 1970:254).

Makawao and Hāmākua Poko Described in 1846

The Polynesian, a newspaper publication of the Hawaiian Government, regularly ran articles contributed by both residents and visitors that offered readers glimpses into the activities and developments in the island communities and sites to be seen when visiting various localities. J. Jarves, the newspaper’s editor was also a prolific writer and contributed many descriptive articles to the paper. Among the writings was a series of articles describing a trip from Lāhainā to Haleakalā via the kula lands of Kahului and Hāmākua Poko, and up the slopes through Hāli’imaile and Makawao. Jarves reported on industry and sites of the region through which he traveled. Also among his observations were the significant changes on the Wailuku

(Kama'oma'o) Plains, and in the uplands of the Makawao region as a result of wild cattle, as well as the difficulty in getting water on the Hāli'imaile-Makawao lands:

July 25, 1846
The Polynesian
Editorial Correspondence, Mauna Haleakala, East Maui

[Having landed at Kahului, the party then traveled to Hāmākua Poko] ...The bay here is subject to violent gusts of wind, which make it dangerous boating. On reaching shore we found a very good house, built by the missionaries for a night's accommodation when travelling to Lahaina, and awaiting here a calm opportunity to canoe it round the mountain. We dined here, rested two hours, and started on a very good carriage road, which follows the margin of the bay for some distance. *On reaching the eastern bend, the dust, wind and heat were each intense. The first, composed of the light sand of the seashore, which is here invading the country to the very foot of the mountain, destroying in its course every green thing, rose in clouds to darken the sun. Our road lay for many weary miles through it. The country about the bay is barren enough to starve grasshoppers,* and if it is a specimen of the "unclaimed and unoccupied" lands of the kingdom, I should say, thanks to the Company that would take it off or pay for it as it is. We passed a number of hamlets, and noticed plenty of healthful and well clad children. Indeed, the whole population of Maui so far as I have thus seen, appear well off as regard's clothing and if the children to be seen on this route are a fair criterion for the island generally, population is far from running out. *On some of the sand hills we noticed human skulls, which had bleached there for centuries, for aught we could tell.* At 8 o'clock P.M., we arrived at the landing place of our boat [in the area below Pā'ia], which had crossed the bay in advance with the luggage. I would give the name but do not know it, and can only describe it as the terminus of the road leading from Mr. Torbert's plantation [the Brewer Plantation at Kawa'apae – Hāli'imaile], and the grand potato embarking place for the fertile region above...

...In the morning, Mr. Torbert, the enterprising proprietor of the sugar plantation above and owner of the ship-yard where we were encamped, rode down from his place to assist us in moving up... The plantation is about three miles from the shore and 2000 feet up. It has a commanding view of the ocean and neighbouring islands. Sugar is at present the chief product, and that which we saw was of exceeding good quality and selling readily at 8 cents per lb.... The buildings here are all of thatch and on a cheap scale. Mr. Torbert is turning his attention to the cultivation of both temperate and tropical fruits and vegetables, for both of which his land is suited. If successful, he will make a valuable estate. The soil is a rich loam on a bed of cinders. —*The greatest drawback is the want of water for domestic purposes. It brought from a distance of several miles up the mountain, from pools which are little better than collections of stagnant rain, covered with slime and impregnated with decayed vegetable matter. Those that I saw, though exceedingly valued by the inhabitants as being their only fountains, were quite disgusting in their appearance. The water however, was cold and tolerably sweet, and quite like nectar compared with the brackish puddles on the sea-side.*

...*The population of this land is now only 80. Mr. White, who has lived on Maui 46 years, says he recollects when it numbered 2000 laboring men.*

...*I had here the first glimpse at the extensive Irish potatoe region.* It ranges along the mountain between 2000 and 5000 feet elevation, for the distance of 12 miles. The forest is

but partially cleared, and the seed put into the rich virgin soil. The crop now in the ground is immense. The fields being all in blossom have a fine appearance, spreading as they do, over the broad surface of the mountain.—

August 1, 1846

The Polynesian

Editorial Correspondence.

[continued from July 25, 1846]

...Makawao is more than sufficiently watered by rain, but the soil is too porous to allow of streams. Bathing spots, such as they are as to extent, are to be found among the rocky beds of some of the ravines. The drinking water is most lusciously cool and limpid.... The roads are excellent in several directions both for carriages and horses for many miles. There may be good fishing at the beach and gunning among the hills for aught I know... At present, beside the patches of the natives who cultivate this region tolerably extensively, Mr. McLane's is the only plantation. It occupies a most delightful situation. His house – and a real Yankeeified look it has, with its red sides and porticoed front, stands in the midst of a koa grove [makai and west of Pi'iholo]... well kept fields of cane extend in front of the house over 100 acres; fences enclose it in part and separate it from verdant pasture ground; corn and pumpkins have their allotted space; clumps of trees here and there resemble orchards...

...McLane's sugar mill is about a half-mile below his house. The sugar of this region ripens the same as at Mr. Torbert's place and is of excellent quality. The produce to the acre is about one ton. At present the mill is worked by animal power, but Mr. McLane proposes erecting a wind-mill as more economical...

August 15, 1846

The Polynesian

Editorial Correspondence

[continued from August 1, 1846]

...Makawao is as yet the only district that rejoices in an Hawaiian pastor. The Rev. J.S. Green, whose hospitality I cannot say too much, has become naturalized and now derives his support from the people of his parish. This is very extensive and numbers several thousand inhabitants. He has already given an account of his ways, means and success, in a previous Polynesian...

...On the 14th I rode to Wailuku. The road for the first six or seven miles passes gently down to the beach through a pleasant and fertile country. The remainder of the way is not particularly agreeable, particularly if the sun is disposed to make reflections upon one in the passage over the sand hills which skirt the plain. The Wailuku plain which is some six or seven miles across by rather more in width, was once waving with tall grass, and when Mr. White first came to the island, trees six inches in diameter grew in it. Not a bush is now to be seen. The goats and cattle have exterminated the grass and dug up the soil of the plain, which dried by the sun, is now moving in drifts to the leeward into the ocean, leaving a bare and sun-parched surface. The windward beach which was once covered with a profuse vine that kept the sand in its place, is now travelling in huge wave-like heaps to the other side. The sand may be said to make a beach clear across the isthmus...

**October 3, 1846
The Polynesian
Letter from J. S. Green—**

Development of Grant Lands and Cattle Impacting Agricultural Development

...More land I should have sold but for the ravages of the cattle from the plain below. It's now a long time, say two years, since the cattle, chiefly from Wailuhee [Wailuku] and Waikepu [Waikapu], began their depredations. Last autumn and winter they destroyed a considerable quantity of sugar cane for Mr. McLane... Several acres of promising young cane have been destroyed, and some of the natives have lost nearly all they had planted. Some twenty acres of cane, which I aided our people to plant, and which we have devoted to purposes of benevolence, lie exposed. It is easy to see that we all feel an interest in the question, "Will our neighbors of Wailuhee and Waikepu take care of their cattle?" If so, there is much ground to hope that the experiment we are here making will succeed. If the cattle are permitted to run as they now do, I have little hope of success. Is it right that we should thus suffer from the depredations of cattle? Already Hamakuapoko and Halimaile [Hāli'imaile], two excellent districts of dry land, are nearly destroyed, and the cattle are crossing over into Hamakualoa. Will not all owners of cattle set in accordance with the law of love, and without delay save us from the vexation and loss of their intrusion into our plantations?

A single other impediment to the sale of lands I will mention. An old konohiki by the name of Nawaa has taken it into his head that the King will be a loser by the sale of the lands. He, therefore, refuses himself to purchase, and dog-in-the-manger-like, he is doing what he can to prevent others from buying. He has been down to Honolulu twice, and on his return has told the people that the King has granted him the land, though he can show no writing. Since I have sold lands to his neighbors he is greatly enraged, calls them thieves, molests them all in his power, and breaks their containers when they go for water to a spring which he claims as being on his lands, though he has refused to purchase.

December 30, 1848

**J.Y. Kanehoa, Governor of Maui; to Keoni Ana, Minister of Interior:
[Regarding impacts of the epidemic on the population and the recent occurrence of
heavy rains—taro lands and roadways destroyed.]**

I wish to let you know that I only just now received your letter of the 29th day of Nov., informing me about your day for fasting being the 6th day of December, and directing me to set a day for fasting here on Maui and the adjoining Islands, as a day of worship to God about this new epidemic... I selected the 14th day of Dec., as Maui's day of fasting, and the adjoining Islands, for a day of worship to God.

There was a very strong winds here on Maui, and freshets the last few days... At Hamakualoa on East Maui, were very heavy freshets, and washed away the taro and bridges. According to the old residents, there has been no freshet as great and bad as this one... [HSA, Interior Department – Misc. Box 143; Archivist translation]

August 9, 1853
Puumalei

John T. Gower; to R. Armstrong, Minister Public Instruction:

...In passing around through Hamakua and Koolau I find that many natives who have bought land and others who wish to buy, who have fish nets and olona, but cannot in these pillikia times get away to dispose of their manufactures in order to raise the cash. Now I would take their nets and olona if I knew there was a sale for such things at Honolulu. Could you ascertain through any parties who would be likely to know, whether nets are in demand? And what price a net that contains 2 lau, and is 2 fathoms deep, would bring? The usual price I hear for such nets is \$20 – Would they bring more or less than that at the present time? I suppose there are some coming into market now, and perhaps there are none wanted on Oahu, there is so much sickness.

If it would not be too much trouble to make these inquiries you would confer a favor by so doing, both upon many of the people, as well as myself, which I shall be happy to reciprocate. I expect to go through Hamakua & Koolau again next month and if I should learn that it would be safe to do so, I shall be glad to take nets and olona in payment for land.

I do not learn that any of the upland is wanted in Kuiaha, for cattle. Kapihe said he wanted some in the ravine and offered \$20 per acre, very likely would pay more for it. If you wish to sell the valley I would dispose of it to the best advantage possible, without charge.

We are all well in this region. We have taken “Torberts” girl for a year. Mr. Croswell has just got about through with cutting his wheat. Has done it nearly all with syckles, by native labor. The crop is good this year – well filled... [HSA, Series 261 – Box 14]

Iulai 9, 1856 (aoao 1)

Ka Hae Hawaii

Construction of the Luakini – Hale Pule, Kaulanapueo at Huelo

I ka la 7 o Lune nei, ua hoakoakoia na hoahanau a me na kanaka ma Kaulanapueo, e kau pohaku kahi no ka luakini i hoomakaia malaila. Pule mua, alaila, ua heluhelua keia pepa malalo iho, me nei:

I ka malama Aukake, makahiki o ka Haku 1828, i ko’u hele pu ana me Naahienaena ma, a me Mi. Rikeke ma apuni o Maui, ua ike mua au i keia aina o Huelo nei, a i keia wahi o Kaulanapueo, kahi e ku nei kakou. I ike kakou i ka lokomaikai o ke Akua i ko onei poe, pono kakou e nana i hope i kana hana mai ia makahiki a hiki loa mai i keia makahiki 1856.

Ia manawa, hemahema na mea a pau ma keia apana. He kuaaina ia. Aole luakini no lehova. He mau halehalawai maoli no na kula, a no ka halawai ana no ka poe makemake e hoomana i ke Akua. Ia manawa nui ka naaupo o kanaka a me kamalii. Ma na kula i hoomakaia aia na kanaka makua wale no—aohe kamalii. Ua ike iki kekahi poe, aka, o ka nui aole o lakou ike... G. [J. S. Green]

[Translation - Synthesis]

On the 7th day of June, the brethren gathered at Kaulanapueo to set the corner stone of the church that has been started there. Prayer was first offered and then the paper below was read:

In the month of August, year of the Lord 1828, as I traveled around Maui with Nahienaena and party, also with Mr. Richards, I first saw this land here, of Huelo. It was here at Kaulanapueo, this place where stand, that we first witnesses the grace of God upon these people. It is appropriate for us to look back to the work done over the years to this year, 1856.

At that time everyone in this district was unprepared. It was just a backwards country. There was no church of Jehovah. The gathering houses were schools, in which those people who desired to worship God would gather. At the time, the people and children were ignorant. The school was attended only by adults—there were no children. There were some people who possessed a little knowledge, but most had no knowledge... Joseph S. Green [See excerpts from Green journal of 1828, cited at the beginning of this part of the report for additional notes.]

Novemaba 7, 1860 (aoao 133)
Ka Hae Hawaii
Auwe! Auwe! He Inu Uwala!

E *Ka Hae Hawaii* e: -- Aloha oe:

Eia ma Halehaku, Honopou, a me Holawa, Hamakualoa nei, he inu uala, inu ohia, inu pinika, ke hana nui nei na kane, na wahine me na keiki, a me na hoahanau no hoi kekahi i keia hana ona, a ua kapa iho lākou ia me he kukaemanu.

Ina e lohe lakou, aia ma Holawa ke kukaemanu, ma kahi o Keoho, Oponui, a me Kawaa, alaila o ka [illegible] iho la no ia o na kane na wahine, hui aku hui mai o ka hakaka iho la no ia o kekahi poe, lilo kekahi poe i ka wai, hula kekahi poe, a pela mau ka hana, aole o kana mai ka haunaele ma keia mau aina. Me keia hana na ua lilo ke kane a kekahi wahine, a ua lilo na wahine a kekahi poe kane, ua hoolilo lakou i ka la Sabati i la inu ona no lakou me ka manao ole i ka la hiwahiwa o ke Akua.

O kekahi luahine kuapuu, hana no oia i ka uala, a me ka ohia a me ka pinika, i mea e launa nui mai ai na kanaka a ike kela ua nui mai na kanaka o ka hoomoe iho la no ia i kana mo'opuna, a lilo i ka moekolohe, oia kekahi wahine moekolohe ma Honopou nei, ua palua kona hihia ana i ke Kanawai no ka hana a kela luahine, me ka ike pu o na makua ia hewa; aka, he mau hoahanau nae laua.

Eia wale no ke kumu nui o keia haunaele ma keia mau aina, o ka hemahema o ke Aupuni i ka makai ole; aka, he makai no o Kawaa, aka, ua hana pu i keia hana a lilo kana wahine i ke kaili ia a hoka wale oia i Kapakai, a mahope he puni ka huhu, aole no hoi ona noonoo iho no koa lealea pu me kana wahine, e nana mai ke Aupuni i kona hemahema i malu ai ka aina.

Auhea oukou e na maka opipio mai launa hou, o like oukou me kela kaikamahina me Kekui, i olelo ia maluna.

J. W. Kalanipoo.
Ukaka, Okatboa 24, 1860

[Translation - Synthesis]

...Here at Halehaku, Honopou, and Holawa, Hamakualoa, men women and children are drinking sweet potato, mountain apple, and molasses vinegar, made as intoxicants by the brethren, which they have called “kukaemanu” (bird droppings).

If they hear, “there at Holawa is the kukaemanu,” at the place of Keoho, Oponui, or Kawaa, then men and women go there. They get in fights with one another, some are thrown into the stream, some of the people dance hula, there are all manner of disturbances on these lands. Men take different women, women take different men. They have turned the Sabbath into a day of drunkenness, without a thought for the sacred day of God.

There is an old humpbacked woman who makes the intoxicating drinks from sweet potatoes, mountain apples and molasses, and many people come together, some sleep with her granddaughter, and there is fornication at Honopou... Here is the great source of the disturbance, the ineptness of the Government, that there is no sheriff. Kawaa, is supposed to be sheriff, but he and his wife are both a part of the celebrations... J. W. Kalanipoo.

November 10, 1860 (page 2)
The Polynesian

Drunkenness seem to have taken a fresh start in some portions of Maui. From a letter in the Hae of the 7th inst. we learn that on the lands of Halehaku, Honopou, Holawa and Hamakualoa men, women and children, including several church members, had gone into manufacturing and consuming intoxicating drinks, from either potatoes, ohia apples [‘ōhi’a ‘ai] or cabbages, and that singularly enough they had called this liquor “the guano.” The correspondent describes the quarrels, separations, debauchery and Sabbath breaking that attend these dramshops, and attributes their cause to the fact that there is no police in that district.

Okatoba 9, 1861 (aoao 110)
Ka Hae Hawaii
No Ka Hae Hawaii

E *Ka Hae Hawaii* e.—Aloha oe: Akahi no kua a launa me ka lana o ko’u manao, no ka mahi Raiki, ua kuai au he umi paona Raiki, me Kauka Poda, ua holo mai au mai Honolulu mai, a hiki ma Kaupakulua nei. Oia ka la 3, o Sepatemaba, ma ka la 8, ua lu ia, elua loi, nui ua ulu mai, mai ka la 8, a ka la 1 Okatoba, ua kanu ia’ku ma na loi kaawale, i hana ia a maikai, ua elua eka ka nui o kahi i paa i ke kanu ia i ka Raiki.

Owai kekahi i kanu Raiki ma ka Mokupuni o Maui nei? Ke i aku nei au, ua nui ka poe makemake e kanu, o ka pipi ka hewa, nui ka pilikia o ka aina, no ka pipi. Mai *Halehaku a Haiku*, na aina i noho pio malalo o ka pipi, a pilikia pu me na kanaka e noho ana maluna o ka aina.

S. W. A. Kamohoalii.
Kaupakulua, Maui.

[Translation - Synthesis]

When have just become acquainted with the cultivation of Rice. I purchased ten pounds of Rice with Doctor Ford. I returned from Honolulu and arrived at Kaupakulua. That was the 3rd day of September. On the 8th day, I planted two taro pond fields, and from the 8th to October 1st there has been substantial growth. I have since planted other separate taro pond fields. It is good work, and there are now two acres fully planted in Rice.

Who are the others that are planting Rice on Maui? I tell you that there are many who desire to plant it, but the problem is cattle. *The cattle cause great trouble on the land. From Halehaku to Haiku, the land is held hostage by the cattle which cause trouble for the people who reside on the land.* S. W. A. Kamohoalii

**March 30, 1867 (aoao 3)
Nupepa Ku Okoa
Mea Hou o Hamakuapoko, Maui
(News of Hamakuapoko, Maui)**

...2. *The spring water that the people drink at Waiopua, Hamakuapoko, has been mixed with the water that the animals drink because there has been so much rain. The old people tell us that before, the water of the people and water of the animals was not mixed together, and now, in the year 1867, this is the first time that this has been seen. The people and the animals drank from the same water source for one month, and it has now receded so that the two springs can be seen, one for the people and one for the animals... The people are now considering hosting a feast for the sweetening of their water, from the time when they had to drink water with the animals.*

3. *The sugarcane leaves are green and fine at Hamakuapoko at this time, before it was short and appeared to grow in mounds.*
4. *The cattle ranchers have told many stories about their problems with the indigo, but now it is growing, and is good.*
5. *The foreign sugar growers are fast and diligent, the stripping, cutting and replanting of the cane is done.*
6. *I admire the adeptness of the Chinese planting sugarcane.*
7. *The Hawaiians of this place are strong in their planting of their gardens, planting large fields of uala (sweet potatoes) and various crops. The people join together (huliamahi) and cultivate the land... There is also a man, S. Kaohimaunu is his name, there are ten people in his family. He is a man skilled in fishing, and through his work, he tends to the well-being of his family from season to season with no trouble. And the price of fish is rising here...*

F. Iliwai. Hamakuapoko. [Maly, translator]

November 14, 1868 (aoao 4)

Nupepa Ku Okoa

“Ka naue ana i Wailuku, a Haiku, a Makawao, a Ulupalakua, i kai o Makena, huli hoi i Lahaina” (A journey to Wailuku, Haiku, Makawao, Ulupalakua, and to the shore of Makena, and then returning to Lahaina)

[Describes sites seen and residents of various locations visited]

On Thursday afternoon, 15 Oct, we left Lahaina and went to Wailuku for the meeting of the Elders on Maui. Upon completion of the meeting, we then went to visit various places... We began our journey across the kula to Haiku. We traveled across the kula, on the inland side of the murmuring sands of Kahului (ke one hone o Kahului). We saw before us the darkening skies, and soon the rains fell on us. Gathering together, we put on rain jackets and continued our journey. Mr. Kaawa called out. “Fall upon o rains, the rain is needful for our growth.” We went on until we reached—

Maliko.

Maliko is a place with a good stream, it is also an anchorage for seafaring boats, and there is a wharf on one side. The cliff is quite steep, but the flat lands below, are beautifully adorned with groves of kukui. On one side, there is the ramp on which sugar is taken down from the sugar mill. It is a task of which there is no equal, that which has been done by the boys here. It is described as:

“Nome ka la i ka pohu o Maliko. Maliko.	The sun nibbles away at the calm of Maliko.
Nome na bipi ai weuweu o Kalanikahua.	The cattle munch on the grasses of Kalanikahua.
He kahua holo nome na ke lio o Kaupakulua.	Kaupakulua is the plain upon which the horses nibble.
Lua ole ka ua noho nome iluna o ka laau.	There is nothing like the rains which Seem to sit upon and nibble on the forest.
Hoolaau ka manu noho nome i ke kula o Haili.	The birds continuously sit and nibble on the plain of Haili.
Ili iho la ke ao noho nome i ke kuahiwi.”	The clouds nudge up against, and settle as if nibbling away at the mountain.”

We departed from Maliko, and ascended in the falling rains, and were met by Mr. Castle, the chief mill supervisor at Haiku...and then reached—

Haiku.

We saw the mill, and the people were there beckoning us to come and visit... We toured the mill and when done, we departed. Looking about, we saw the Ukiuku rains proudly moving across the top of Piihola. We continued up, and it was like the lines of that ancient mele (chant) spoken for there—

“Hele i ke alo o Haiku, Eia la—e— Aniani mai o Awilipu, Me na malihini e hele nei.”	Travel in the presence of Haiku, Here it is— Awilipu glistens forth, And the visitors approach.
--	--

We continued our ascent in the rains, feeling the goose bumps rise, and in the dark of the rain, we reached kukui grove of Lilikoi. We then crossed the stream of Waialala, and we arrived at—

Makawao.

We were welcomed at the home of David Crowningburg, Esq....where we were warmed and spent the night... The next morning, we departed, attended by the familiar (native) rain, Ukiuku, and we arrived at—

Maunaolu Home.

That is the girls school, where they ascend the hill of knowledge. We visited with Rev. J.P. Green...and while there we met with Rev. W.B. Paris [of the Kealakekua, Kona Station] and his family who were visiting for a short while. We then departed and went to—

Pulehu.

At the house of Kalama, the sheriff of Makawao. He was on Oahu at the time, but we were greeted by J.W. Kaukana... M., Lahaina, Maui. [Maly, translator]

**July 7, 1870
Eugene Bal; to F.W. Hutchinson:
[Regarding danger of wild cattle along roadways]**

As there are a lot of wild cattle running on my land at Hamakuapoko¹⁶ and have done considerable damage and are dangerous to the public as they attacked me in my wagon and upset it and killed my dog and chased a great many of the natives and even chased me yesterday. Therefore I wish you or the Government would give me the privilege of catching those cattle which are not branded and they are all over two years old or to shoot them and I will allow you the value of the hides... [HSA, Interior Department – Land Files]

**Kepakemaba 10, 1870 (aoao 4)
Nupepa Kuokoa
No ka Wai o Halehaku a me Kaupakulua
[Planning to transport water to the plains of Kamaomao]**

...He pono paha ia'ua ke kamailio aku i ka moolelo o kela wai i hoike ia maluna a i mea na oukou e olelo iho ai he kapikala nui ma ke kiko-waena o Makawao i k na makahiki pokole e hiki mai ana.

A eia malalo iho nei hoa wahi moolelo, ma ka pule mua o keia mahina ua hookipa ia mai la ka mea kaulana W. D. Alekanekero ma kuu Home Huleihale no na pule elua me ka hapa a ua hele mai no hoi oia me na lako paahana panana kaulahao a me kekahi mau lako e ae a ua mākaukau no hoi makou eha he mau lima paahana hoomaka makou i ka la mua ma ke kuhikuhi a kekahi Alakai a hiki i ke kahawai o Halehaku a huli aku la makou i ke kumu o ka wai o Honopou a me Holawa e ia nae ma keia hele ana a makou iloko o na ululau na puu, na kahawai hohonu mee iho la hoi ka ua kilihune i ka lau o na laau aohe i kana mai ua li ka io, i ke anu a kua kiu o na wahi kapa keia o makou pau i ka nahaehae eia nae, ua hoohoka makou ma keia hele ana a hoi nele mai la me ka luhinui.

¹⁶ E. Bal's house was situated makai of the Alanui Aupuni, near the Hamakuapoko-Haliimaile boundary; see Register Map No. 603, 1872.

Kakahiaka ae hoomaka makou e ana i ka wai o Halehaku, mai kon [illegible] mumu mai me ke panana a me ke kaula hao, a o ka loihi mai, mai kona kumu mai a hiki i ka lele ana o ka wai i ka honua he 25 kaulahao, oia ka puka ana o ka wai i ka honua mai laila mai a hiki i Paliokamoa e loa na kaulahao he 97, pahaohao paha oukou i kela Paliokamoa i olelo ia maluna, aole anei oia ke kahawai o Alelele e moe pololei ilaila, a hiki i kai o Maliko, oia no.

Nolaila, e haalele kākou i ka olelo ana no Halehaku, no ke kahawai o Kaupakulua, o ka loihi o ke alanui lihiwai mai kona kumu a hiki i kona welau, e loa na kaulahao he 61. Nolaila, e manao kakou, ua like na welau o laua, me nei e like ai hoolawe ae ke 61 kaulahao no loko mai o 97, koe iho ke koena 36, oia ka oi o Halehaku i ko Kaupakulua. A ma na welau o laua ua like. Nolaila o ke kiekie o ka wai o Halehaku, mai kona welau mai a hiki i ka welau o Kaupakulua, e loa na kapuai 172 ½. Nolaila ina e ku aku ma kahi i hui ia ia na welau o laua i kahi hookah a nana aku uka kahle kula o Rev. J. P. Green, ua haahaa ka hale kula ua kiekie ka iliwai i luna. Nolaila ma kou noonoo ana he aneane elua mile, ma ka hapa hiki aku keia wai i Makawao. Eia ka ninau makou anei e ke Aupuni, aole paha kou manao, aole. Nolaila ke waiho amu nei au i kou aloha mawaena o na makani eha a me na kai ewalu o ko kākou mau ailana i ike iho ai oukou i ka nui hou o ka Mokupuni o Kama, oia hoi kela wai i olelo ia maluna. Nolaila, o ka pono keia ua kale ka lani, ua ahuwale na kiowai o Kulanahakoi, ua pau ka pa ana a ka makani kina kulai kauhale e wiki oukou, e naue mai me na wahi lau oliva a ke aloha i na lima. Nolaila o ke kau Ahaolelo o M. H. 1872, e hiki mai ana a mamua aku oia ka wa e iho aku ai keia wai i ke kula o ka Maomao, me ke aloha no i kou Luna Hooponopono.

Daniela Kahipa
Makawao, Maui. Augate 23, 1870

[Translation - Synthesis]

Pertaining to the Water of Halehaku and Kaupakulua.

It is perhaps appropriate for me to speak about the history of the water referenced above for you who say that the center of Makawao will become like the capital in a few short years.

Here follows the story. During the first week of this month, the esteemed, W. D. Alexander was a guest at my home, Huleihale, for two and a half weeks. He arrived with provisions, a compass, chains and other supplies. *Four of us, along with support labor, set out on the first day, led by our Guide, for the stream of Halehaku. We then went to search for the source of the of water of Honopou and Holawa. We were in the depths of the forest, in the hills and deep gulches, misty rains settled on the leaves of the trees. Our skin was chilled beyond compare by the kiu rains. Our coverings were torn, and we were thwarted in our progress, returning without success and worn out.*

The next morning we set out to search for the source of the stream of Halehaku, using compass and chains. The length from its source to the were the water falls to the earth is 25 chains [a chain = 66 feet x 25 = 1,650 feet]. From where the water begins on to Paliokamoa it is 97 chains. Now you might wonder about Paliokamoa, is it not [also the source of] the stream of Alelele which runs straight to Maliko? It is.

Now let us leave the discussion about Halehaku and go to *Kaupakaulua*. *The length of the waterway from its source to the top is 61 [chains]. So we think that the tops of both Halehaku and Kaupakaulua were the same... I think to be about two miles...* There will be before the Legislature of 1872, or perhaps even before that time there will be action to take that water down to the plains of Kamaomao... Daniel Kahipa [Maly, translator]

Travel Through Maui Hikina in 1880

George Bowser, editor of “The Hawaiian Kingdom Statistical and Commercial Directory and Tourists Guide” (1880) wrote about various statistics and places of interest around the Hawaiian Islands. Excerpts from Bowser’s guide provide us with a view of Maui Hikina in 1880, identifying community centers and resources observed at the time.

...From Wailuku to Kahului I found the already familiar road in first rate order, either for horses or wheeled vehicles. The trade-wind, however, although it be the perennial benefactor of the island, is not at times a good traveling companion. This morning I found it in boisterous spirits. For the first seven miles of my journey my road was over a perfectly level country, on which there was not a tree to be seen. It is not for lack of good soil, I am sure, that neither trees nor cultivation are to be found over a great portion of the level land around Wailuku. Attempts will no doubt in time be made to irrigate this fine tract, either by extending the system of water-races [ditches], which have lately been constructed by the enterprising owners of sugar plantations, or by the and [sic] of artesian wells, and then thousands of acres here will be available for sugar planting and other agriculture.

I had not proceeded far on my way before I found myself in the neighborhood of the *sugar plantation of Mr. Claus Spreckels*, to whose enterprise and example this part of Maui owes no little of its wealth. *His enterprise, by demonstrating the feasibility, and above all, the profitable character of works by which the superfluous waters [page 505] of one district are made to fertilize districts otherwise unproductive because less bountifully supplied with water by Nature, has been one of the most important which the chronicler of the industrial development of the Islands has to record...* [page 506]

[Makawao Region Described]

Twelve miles from Wailuku, the road enters on the district of Makawao, which is rather an extensive one. The country all around is beautiful – the sea on the left, about nine miles off the great mass of Haleakala. Looking round, there are to be seen within a radius of ten miles some of the most beautiful homesteads that it has been my lot to meet with anywhere. At nearly all the homesteads on these slopes you will see groves of the eucalyptus, the gum tree of Australia. These have been planted to shelter the houses and gardens and home paddocks from the trade winds, which, as I experienced that morning, occasionally blow here too strongly to be pleasant. The eucalyptus has been introduced here, as into so many other countries, partly for its own sake, but chiefly on account of its rapid growth, which, where shelter has to be provided, renders it one of the most desirable of trees. Everywhere in this district the pasture seemed to me to be the very rich; horses and cattle were in excellent condition, and everything betokened the capacity of the country to carry a considerable population. Settlers with a little capital and with thrift and industry would make this “wilderness blossom like the rose.” The climate is good – not too hot, but yet always genial. Those plagues of hot countries, mosquitoes, are not found in the district, and no more tempting place could be found for the Englishman or the American to settle in.

At Makawao Mr. Miller has a very fine place, and the finest piece of pasture I have seen in the Islands is just at the back of his house. The house is surrounded by eucalyptus trees, and commands a splendid view of the sea, which is about nine miles away to the north. *A ladies' boarding-school has been established in the district. It is called the East Maui Female Boarding Seminary, and is conducted by Miss. H.E. Carpenter. The establishment is capable of accommodating fifty boarders. There is no day school in connection with it. There are also two Government schools for the natives and two churches.* The township is a more considerable one than I had expected to find here. Several stores, some kept by Chinese as butcher-shops, and a couple of coffee-saloons and the post office make up a tidy little township. *There is a junction of roads here; one way leads to Huelo and Haiku, and the other kept on more directly to the eastern plantations.* This, no doubt, is partly the cause of the size of the place and the business done in it. Travelers can obtain fair accommodation in the township, either at Mr. Miller's, where I stayed, and which is a capital house, and kept by a first-rate host, or at several other places. [page 509]

[Haleakalā and Environs Described]

The crater of Haleakala has not the cup-like shape proper to a volcano, and on account of which the name crater has been adopted. It is very irregular in outline, and at two places there are gaps, as if the crater rim had yielded to pressure, or been disrupted by an earthquake... There is a great rift on the northern side, which shows no sign of any eruption of lava having accompanied the breach of the crater wall, and which ends in a deep ravine cut into the mountain side. A similar breach appears at the southeastern side...

[Road from Makawao to Ha'ikū]

Leaving Makawao I took the more northerly road, and a pleasant ride, between six and seven miles, brought me to Haiku. The roads, ever since I started from Wailuku, I found good and easy travel- [page 510] ing for anyone, whether he drives, rides or goes on foot. Of course the road to the top of Haleakala is an exception; but throughout the cultivated country and on beyond Haiku as far as Huelo, the roads are first-class. The ride to Haiku was a pleasant one, the day being fine and the scenery still more so. When you get to Haiku Plantation No. 1 there is a most magnificent view of the mountains and of the sea. Fields of sugar cane and beautiful pastures greet the eye on every side. From this plantation to the Haiku Plantation No. 2 the road is in some places very precipitous, the traveler having to pass through a steep defile. At Haiku there are various stores, three of which are kept by Chinese. There is also here a telegraph office in connection with the line I have already spoken of. The residence on Plantation No. 1 is a capital house, with beautiful grounds, well made out. The main carriage entrance to the house is through an avenue of guava trees. Here Mr. Alexander, the manager of the plantation, lives...

[Road from Ha'ikū to Huelo]

From Haiku to Huelo the distance is about three and a half miles. The road continues good, but there are five or six deep gulches to cross on the way, involving the exercise of patience. The land along the route is owned by the Crown or by members of the Royal Family, and is of various qualities, suitable for growing almost anything. In some parts it is heavily timbered with ohia, koa, kukui, puhala and other native woods. These woods are all useful for various purposes. There are two kinds of ohia. One of them bears a fruit known here as the

mountain apple; the wood of the other is much in request for wheelwrights' purposes. In such spots as this, which are so often to be met with on the Hawaiian Islands, the tourist will always find plenty to amuse and interest him. The gulches are full of ferns and other interesting vegetation. Along the road the native houses are scattered, but they are not so numerous as they formerly were, and are continually growing fewer. I ought not to omit to mention that it is from this neighborhood that the water for Mr. Spreckels' plantation is procured by means of the water race already spoken of.

[Huelo Plantation]

At Huelo is the plantation and residence of Mr. T. G. Akanaliili. This gentleman and his wife gave me a most hospitable reception... There is a first-rate landing at Huelo, with eight fathoms of water at the landing, and a small steamer from Honolulu called the "Mokolii" calls here every week. The fare is only six dollars (two on the deck), and visitors, besides enjoying the natural beauties of the place, would have no lack of amusement, there being plenty of shooting in the mountains for gentlemen, ferns in the gulches for ladies, and fishing in the sea for both.

Mr. Akanaliili is not, as his name might lead my readers to suppose, a native of the Hawaiian Islands. He is a Chinaman. Akanaliili simply means, Little Akana, the latter being his name, and the adjunct an addition by the natives, which he has adopted. He was a mere boy when he came to these islands, twenty-seven years ago. A self-made man, he is now the proprietor of the plantation on which he resides, which is 1,500 acres in extent, of half the Piholo plantation, nearer Makawao, and of one-third the East Maui plantation. He also owns a large ranch on the other side of the Island, where he has, at the present time, 1,500 Angora goats. *Here is an example of what may be done by industry and pluck and thrift. Here, too, is a contrast to the ways of that native race, whose decline everyone bewails and no one seems to know how to prevent, and which, to my mind, would be quickly checked by good, honest work, instead of the lazy lives they mostly live...* [page 512]

[Roads of the Huelo-Ko'olau Region]

After leaving Mr. Akanaliili's plantation, the road for the first mile and a half is through a woodland country, all virgin soil. The tourist from this point will have a bad and precipitous road to travel, which can only be safely got over by the help of mules. Horses are scarcely of any use, for the way is all down one steep face of a gulch and up another, and when you are crossing the intervening country, from one gulch to another, it is worse than going either up or down. The road is nothing but deep ruts, worn by constant travel on the same track and full of mud and water, so that you never know the moment when the animal you ride, be he horse or mule, will stumble into some hole, and fall and break his leg. To make up for all this, however, you have some of the most magnificent scenery that it has been my lot to travel through anywhere... *All manner of evergreen trees indigenous to the Islands, contrasts of a delightful kind between the foliage of one tree and another, especially between the Kukui, or candlenut tree, and that which bears the mountain apple, cascades in the far distance, and ever and anon a sudden vision of the beautiful blue sea, with its great waves dashing against the steep cliffs...*

There is, for the most part, a lack of song-birds in the Hawaiian forest or open country; but whilst traveling this wild but charming region, I have listened to the song of a bird which resembles in its note the European lark.

[Honomanū and Ko'olau]

At a place called Honomanu, I stopped the night at the house of a Hawaiian native. Here we were served for supper some poi, baked fish and baked taro, with some of the clearest and nicest water I ever [page 513] tasted. The beach is within a stone's throw of where we slept, and we were lulled to sleep by the surge upon the shore. The valley where this is, is only about a furlong wide and four or five miles long. In it a few natives cultivate small patches of taro. It is distant about twenty miles from Hana, the easternmost part of the Island. The mountains each side of this place are very high, 800 feet or more, and on either side the bridle path winds very considerably. It took us just twenty minutes to go down one side and about half an hour to ascend the other. In each of the gulches in this country you have a good-sized torrent to cross. Tourists, at any rate, at this time of the year, should not attempt the journey without a good guide and an equipment of light rubber clothing. As far as I can learn, May, June and July are the best months in which to make the tour of the Islands.

[Ke'anae Village & Garrett's Sugar Plantation]

My next halting place was the little hamlet of Keanae. There are here only a few Kanaka huts and some patches of taro cultivation, but it is just the spot for the growth of sugar cane, and has the benefit of a very good landing, at which the steamer "Mokolii" calls about once a month. Mr. J.C. Garrett has a sugar plantation here, which was a delight to the eyes as a contrast to the forest scenery I had been passing through. There are something like 2,000 acres here, all virgin land, capable of being turned to account for the cultivation of the sugar cane... Wailua is the name of the next place I arrived at, about two miles further on. Near the road from Keanae to here there are several beautiful waterfalls. These, in the summer time, are beautified by perpetual rainbows...

[Wailua and Nāhiku Described]

The Wailua valley is about two miles square. There are here a church and a school house and a number of native houses, some which are built of wood. Some of these natives, are, I heard, well to do in the world. Certainly they live in a delightful spot. There in the valley two very romantic waterfalls, each with a fall of about 500 feet. Some of those already spoken of in this neighborhood have [page 514] a clear fall of seven hundred feet... My next halting place was Nahiku, about half-way between Honomanu and Hana. This place is in a very delightful little valley surrounded on every side by precipitous mountains, and rejoicing in the richest possible soil. It only wants thirty or forty industrious families settled in each of these lovely valleys to make things wear a very different aspect... There are here several varieties of shell-fish that are eatable, and in the mountain streams there is a kind of shrimp which is very plentiful. These turn red like the lobster when cooked, and are very fair eating... [page 515]

The native huts are generally constructed of a framework of bamboo, with something more substantial for uprights with rafters of bamboo for the roof. Over these a covering is laid of the native grass called pili, which will last for twenty years, and will withstand the heaviest rains. Some huts, however are covered with lauhala, which is the leaf of the puhala tree. The natives sometimes cook inside their huts. The sleeping place is on a raised platform about a foot and a half from the floor, and is covered with two or three layers of matting, also made of lauhala... [page 516]

...Leaving Nahiku, I found the rest of the road to Hana good for the most part, even at this time of the year. The scenery continued to be enchanting, the route passing through dense masses of tropical trees, ferns, etc. The guava trees, breadfruit, bananas and mountain apples are very plentiful, and can be had for the picking. It is ten miles from Nahiku to Hana, and all the way there is a breadth of about eight miles between the sea and the mountains, which is capable of growing awa, taro, potatoes, sugar cane, etc., the whole being up to the present time, virgin soil... There is an excellent landing at Nahiku, with every facility for shipping away the products of industry when industry shall appear upon the scene... [page 518]

[Gulches and Streams from Ha'ikū to Nāhiku named]

...[B]efore I close my account of the eastern trip, it may be of interest to the future tourist who may be induced to follow on my track, to enumerate in their order the many gulches into which the road plunges between the Makawao district and Hana. The following list, in which the names of these ravines are given in strict order, will enable the traveler to ascertain the locality at which he may at any time have arrived, merely by keeping count of his frequent descents. Starting, then, from Haiku, the order is as follows: 1, Kakipi; 2, Honopou; 3, Holawa; 4, Waipio; 5, Huelo (village here); 6, Hoalua; 7, Kailua; 8, Nailililihale; 9, Kahauola; 10, Oopuola; 11, Makanale; 12, Kaaiea; 13, Kalaaoukiopihi; 14, Pohakuhonu; 15, Kolia [Kolea] (village here); 16, Waikamoi (Large village here); 17, Wahinepee (large village here); 18, Puohokamoa (large village here); 19, Haipuaena; 20, Honomanu (village here); 21, Nuaailua; 22, Keanae (small village here); 23, Ohia; 24, Kaamilo; 25, Wailuanui; 26, Wailuaiki; 27, Kopiliula; 28, Waiohue; 29, Kapaula; 30, Hanawi; 31, Nahiku (village here); 32, Palipilo (river here); 33, Hana... [Bowser, 1880:522]

**Augate 22, 1891 (aoao 4)
Nupepa Kuokoa
Kekahi mau Mea i Ikeia o Kamahele.**

E ke *Kuokoa* me Paeaina i Huiia a me kou Lunahooponopono kaulana, J. U. Kawainui, Aloha:

No ka aina o *Peahi* ma Hamakualoa, e hoopuni ia ana e na puu kaulana o *Kuloli* a me *Kapuai*, a e waha mai ana o *Kaulalana* [sp?] ma ka akau o keia mau puu. He aina kupono i ka hanai holoholona e laa ka pipi a me ka lio. He oluolu maikai ka noho ana, a hookahi no ino o keia aina a'u i ike iho nei, o ka ua. Ua lilo keia aina i ke kuai ia e na lala he elua haneri a oi. Elua no hoomana ma *Peahi* nei, he Katolika a he Mamona...

D. M. Kalama
Kahuowi, Hamakualoa, Maui
Aug. 12, 1891.

[Translation - Synthesis]

Things seen by one who took a trip. The land of Peahi at Hamakualoa is bounded by the famous hills of Kuloli and Kapuai. It opens out the Kaulanalana [sp?] on the north of these hills. It is a good land for raising cattle and horses. It is good comfortable place to live, there is but one troublesome thing I saw, the rain. This [Hui] land may be purchased

by members for two hundred dollars or more [per parcel]. There are two churches at Peahi, one Catholic, and one Mormon... D. M. Kalama

Dekemaba 2, 1895 (aoao 8)
Ka Makaainana
Puana a ka Po. Hoike a ke Ao no na Ouli Pohihihi.

...*Halehaku*. He inoa aina keia, a i ole, he inoa Alii paha ke kumu o ka inoa i kapaia ai maluna o keia aina. A oi ai, aole ka mea wehewehe i ike i ka moololo o keia aina, nolaila, ua hiki ole ke imiia ka haina pololei o keia aina i nanea mai ai, nolaila, e aho no ka imi ana i ka haina maluna o ka inoa.

Halehaku. He inoa keia e hai mai ana, aia kahi mea kiekie maluna, a aia hoi kahi poe malalo. E like me ka noho ana o na ohua malalo o kahi Alii, a makaainana paha malalo o kahi Moi. A ina o ka haina ia o keia inoa aina, alaila, o ia iho la.

Halehaku, a i ole, Haku hale; a i ole, Hakulani. No ka Haku ka hale, a o ka hale no ka Haku. Nolaila, ma ka hoomaopopo ana i ka inoa o keia aina, me he la, e hoes mai ana ka Haku hale a Hakuaina, ka mea nona ka Hale a me ke Aupuni. Oia no paha o Liliu...

[Translation - Synthesis]

...Halehaku. This is the name of a land, or perhaps the name of a Chief which is the reason that the name was given to this land. Because the story explaining the name has not been found, its pronunciation is not accurately known. So this is a way to enjoy the passing of time by exploring the meaning of the name.

Halehaku. This name may speak of one who was high above, and at another place there people below. Similar to how the people associated with a Chief, like commoners who live under the King.

Halehaku, Haku hale or Hakulani. Pertains to the master/head of a house, the Lord of the house. Therefor by understanding the name of this lands, it might pertain to the Haku hale or Hakuaina (Overseer of the land), the one for whom the house and the Kingdom are for. Perhaps that is Liliu [Queen Lili'uokalani]...

November 9, 1897 (page 5, c. 2)
The Hawaiian Gazette
Maui's Big Storm. Mail Carrier Nearly Loses His Life.

Maui, November 6.—All day Wednesday and Thursday of this week, the most severe trade-wind rainstorm of the season swept over the Wailuku and Hamakua districts. Kahului escaped the heavy rainfall of the other higher districts. The rain gauge at Paia Plantation showed 3.32 inches, at Grove Ranch 4.75 inches and at Puuomalei and Makawao nearly 5.5 inches. All the gulches along the slopes of Haleakala poured torrents of water seaward. Thursday the Keanae mailman was swept with his mule down one of the ravines between Peahi and Honomanu. The mailman narrowly missed being drowned before he struggled out. The mail bag was lost and the mule was swept out to the sea shore before he scrambled to the bank...

April 2, 1900 (page 8, c. 3)
Pacific Commercial Advertiser

Inhuman Act. Dogs Set on Chinese (Akiona, a Prominent Resident of Peahi) by Guards. The Victim Dies and William Hannis of the Maui Sanitary Guard [fearing an outbreak of Typhoid fever] is Arrested

...William Hannis, a guard employed by the Hana Board of Health, is under arrest, charged with the killing of an old Chinese upon whom he set his dogs. [March 2nd] The Chinese was fearfully mangled, and died some days ago. If reports are true, Hannis will have a serious crime to answer for. Conflicting stories are told of the incidents of the affair, but it is agreed that Hannis, whose duty it was to prevent persons from going from the Koolau side to Hana, urged on his dogs to attack the man until they injured him in a terrible manner.

Than Chinese, Akiona, was one of the most prominent resident of Peahi, and loved near Halehaku. He started for Wailua, Koolau to buy some rice. According to his own story, he was stopped at Honomanu by a Board of Health guard, who bade him return, as Hana district did not allow anyone to enter from central Maui.

Being old, he had become weary, and was also weak from want of food. He asked the native guard to be permitted to get something to eat from a friend nearby, and received an assent. Leaving his friend's house shortly afterward, a white man met him who cursed him and struck him for alleged delay in returning. He hurried on and a little further halted to gather some fruit. Here the white man and a native caught up with him and rated him again for being slow. They set their dogs on him and before he could escape he was shockingly hurt.

The Chinese was found by Dr. McConkey and Mr. Jaeger to be in a serious condition, and was taken to Paia. He told the doctor and Jaeger the story of his maltreatment... He leaves a wife and several children who were entirely dependent on him for support... Another version of the affair is to the effect that the Chinese was ordered not to pass by Guard Hannis, and, failing to understand the command or to obey it, Hannis set the dogs on him. Hannis will be tried in a few days by the Wailuku District Court on a charge of manslaughter.

[It was further reported in *The Hawaiian Star* of March 31, 1900 (page 1), "A searching investigation will be prosecuted, and the facts ascertained. It is regretted that an investigation was not instituted while the deceased was alive, as his evidence could doubtless have shed much light upon the matter. Akiona leaves wife and some five or six children, all of whom were dependent upon him. He and his family are of the better class Chinese, and much indignation is felt by his countrymen here. (It appears that no record of the Court proceedings made it into the newspapers. Wm. Hannis, a former British marine, relocated to Honoka'a, Hawai'i, and died in 1930.)]

August 24, 1900 (page 8, c.4)
Honolulu Republican
Postal Service

..."How does the United States service compare with that of Hawaii?" ... "There is no material difference; only a little more bookkeeping, though there is nothing complicated about it. We have been compelled to discontinue the following offices: At Peahi, Huelo,

Pauwelo [Pauwela], Honokowai, Keokea and Waikoa. There are all small native communities, at which we have been unable to find persons willing to serve...”

September 9, 1901 (page 1, c. 3)
Honolulu Republican
Sorry to Lose Keliinoi
Begins his Work as Normal Instructor for Maui

The residents of Waihee district, Maui gave an informal dance and luau at the Waihee school house Monday evening, September 3d, in honor of Samuel Keliinoi, the retiring principal of the school, who has been promoted to be one of the normal instructors for Maui. Mr. and Mrs. Keliinoi will hereafter make their residence at Peahi. Mr. Keliinoi has been very successful as an instructor of youths at Waihee and the parents are very sorry to lose him...

June 28, 1901 (aoao 2)
Nupepa Kuokoa
Hoike Kula ma Maui.
Hoike o ke Kula Makuahine o Makawao—
Maikai na Hoike o na Kula Aupuni ma Maui a puni i keia Makahiki.

Maui June 21.—Ma ka Poakolu, June 19, i malama ia ai ka hoike makahiki o ke Kula o Maunaolu. Nui na makua a me na hoaloha i hele aku e ike i na hana a na kaikamahine...
...Nui na olelo a'o maikai i puka mai ka waha mai o na kaikamahine. I ka pau ana ua haawi mai o Hon. H. P. Baldwin ame Rev, E. S. Timoteo i kekahi mau olelo paipai maikai...

...I ka Poaha mai, la 20 o keia mahina, ua malama ia ka hoike o ke kula o na keiki liilii ma Paia...
...Ma Makawao ua kukulu ia kekahi lanai nui i hoonani ia me na mea uliuli o ke kuahiwi a mai luna mai o keia lanai i hana ia mai ai ka lakou hana...

...Ma Peahi, Maui, ua malama ia he la huki hae ma ke kula a Mrs. Thomas Pa, ke pookumu o keia kula. Na Mr. S. R. Dowdie i haawi mai ka haiolelo e pili ana i ke ano o ka hae ame ka waiwai oia mea he hae...

[Translation - Synthesis]

Maui June 21.—On Wednesday, June 19, the annual presentation was held at the Maunaolu School. There were many parents and friends who came to see the work of the girls...
...There were many instructive words spelling by the mouths of the girls. When they were finished, the Hon. H. P. Baldwin and Rev. E. S. Timoteo spoke good words of encouragement to them...

On Thursday, the 20th of this month, the school presentation of the little children was held at Paia... [traveling next to Makawao] ...At Makawao, a large porch was made and decorated with greenery from the mountains and placed on this lanai that was made for their presentation...

...At Peahi, Maui, Flag day was observed at the school of Mrs. Thomas Pa, the head teacher at this school. Mr. S. R. Dowdie gave the address, describing the background and value of the flag...

Population Statistics – Maui Hikina

Statistics which document Native Hawaiian populations across the Hawaiian Islands are incomplete and generally fail to provide site-specific references that reflect the ancient land districting system. *The Pacific Commercial Advertiser* of November 6, 1862:2, described the decline of the native population and listed some of the most significant epidemic events. It was estimated that between the years of 1779 to 1862, some 330,000 Native Hawaiians died as a result of epidemics and other foreign influences. As reported in 1862, specific counts associated with epidemics included:

In 1853, the small pox was imported, causing a great mortality, but its ravages were confined chiefly to this island [O'ahu]. By the official statistics published, we find the excess of mortality in that year, attributed to this epidemic, was over 5,000. Summing up these various losses from epidemics, during the past 60 years, they appear to be as follows:

Epidemic of 1803 and 4	175,000
Epidemic of 1832 to 1834	10,000
Small Pox of 1853	5,000
Total decrease from these epidemics	190,000...

Below are a collection of records that provide us with general counts and descriptions of the demise of the native population. We also include a detailed description of the relationship of populations to the flow of water from mountains to ocean, and specific population accounts in Maui Hikina in 1853 (J. W. Coulter, 1931:23):

Hamakuapoko	350
Hamakualoa	1,650
Koolau	800
[Total:	2,800]

January 1836 (page 18) The Missionary Herald Annual Report:-- Sandwich Islands Population Statistics

...Maui:	
Lahaina/	
Lahainaluna	8,710
Wailuku	4,507
Haiku	3,661 ¹⁷
Hana	3,816
Kaupo	3,220
Honuaua	3,340
Kula	1,200...

¹⁷ In this reporting, failure to document specific districts on the island of Maui are already being imbedded in the narratives. We suggest that Haiku, which served as the seat of the mission station for Maui Hikina, covers much of the Hamakua-Koolau Region. It is also possible that some of the region fell under the Wailuku station. Thus, the population at Haiku represents a fair count of the population at the time.

[Total Maui Population 28,454]

**January 26, 1850 (page 146)
The Polynesian
Native Population, Census of the Seven Inhabited Islands**

...Maui, 18,671...

**December 7, 1866
Jarves' History [of the Hawaiian Islands]
Native Population, Census of the Sandwich Islands**

...Maui:
Lahaina 3,477
Wailuku 3,982
Hana 3,480
Makawao 2,491¹⁸
Total Number of Natives in 1866 13,430... [Jarves, 1872:202]

**1884
Population by District, Census of 1884**

...Maui:
Lahaina 2,269
Wailuku 5,814
Makawao 5,073
Hana 2,814
[Total] 15,970...
[Hawaii State Archives, Interior Department Letter Book (1890), Series 196]

**1931 (page 6-8)
Population and Utilization of Land and Sea in Hawaii 1853
By John W. Coulter
Bernice P. Bishop Museum Bulletin 88**

...Agriculture

Agriculture in Hawaii was an adjustment to:

1, a climate which at sea level has a low annual, monthly, and daily temperature range, an absence of frost, and a moderate to heavy rainfall with striking contrasts in the amounts of rain for areas at different altitudes or with different exposures to the prevailing winds;

2, to a relief and water supply which in much of the coastal area permitted wet land farming and which in other parts of the islands made possible dry land crops;

¹⁸ As suggested in the 1836 population statistics, redistricting was occurring, and was largely tied to primary mission station seats. By this time, Makawao has subsumed the district of Hamakuapoko and portions of Hamakualoa and Kula.

3, to traditional native customs of the Polynesians. Pastoral industries were conducted on dry lowlands or on highlands where, for various reasons, cultivated crops could not be grown.

The cultivation of taro (*Colocaria antiquorum*, var. *esculentum*) by wet land farming was the most important agricultural occupation of the Polynesians of the Hawaiian islands. It was raised in patches varying in size [page 6] from a few hundred to a few thousand square yards. Taro lands were generally on the flood plains of perennial streams, arranged in terraces so that water, when diverted from the streams, flowed from the higher to lower patches. Banks bordering the patches were built with excavated soil, made watertight by pounding the earth firmly in place. Surface marks, which still remain, show the extent of irrigated areas and indicate that nearly all the land irrigable by Polynesian methods of irrigation was used (13).

Poi, made from taro, was the staff of life of the Hawaiians. This food is a carbohydrate high in water and supplied to a considerable extent both the mineral and vitamin needs of an individual. It is stated that an average amount of 5 pounds of poi a day was eaten by adult Hawaiians; occasionally, however, from 10 to 15 pounds a day was eaten by an individual, depending on the work he was doing and the abundance of the supply (30, p. 17). For more than a century before the arrival of foreigners, the Hawaiians cultivated about 200 varieties of wet land and dry land taro (45). It is likely that in 1853 the varieties cultivated were the same as those of earlier days.

Taro also furnished the favorite "greens" (luau) of the Hawaiians. The young leaves of the plant were cooked for this purpose and accompanied the poi which was made from the rootstalk (31, p. 10; 44, p. 16).

Taro was planted at any time of year, as the growing season at sea level in Hawaii is twelve months long. Planting was done by taking slips from "mature rootstalks and placing them in moist ground. When the slips sprouted, some five or six weeks after planting, the taro patch was flooded. The period between planting and maturity was from 9 to 20 months, depending on the variety of taro, the condition of the soil, and the amount of water available. Weeds were removed at intervals between planting and harvesting. Harvesting was done by firmly grasping the top of the plant and pulling the large, fleshy, rootstalk from the mud and water.

Industrious Hawaiians planted taro at intervals throughout the year in several patches belonging to the same family. The plants, maturing at different seasons, furnished a continuous food supply (28, p. 272).

Some taro lands were several miles from the homes of their owners. Alexander (2) writes: "Many lands in Waikiki had their corresponding patches of taro land . . . in Waikiki and Manoa valleys. The taro lands belonging to residents of Wailupe were found in Palolo Valley." On Lanai, Hawaiians who lived on the coast owned patches high up on the adjoining mountain (38; 9).

Parts of the islands where large quantities of irrigated taro could be raised were densely populated. There, states Malo (28, pp. 269, 270), agriculture "was easy and could be carried on at all times. The only reason for a scarcity of food among the people on such lands was idleness." [page 7]

In places where irrigated taro was raised in excess of the needs of the local population, the surplus was exported to other areas where the demand exceeded the supply (4, p. 277; 41, p. 145).

Dry land or non-irrigated taro was planted on the uplands (kula) in places where experience had shown that the rainfall was generally sufficient for the maturing of the plant. The first rains of August and September ushered in the dry land taro planting season. Weeds were cleared and sometimes the soil was enriched with a "mulch of kukui leaves, ashes or dirt." (See 44, p. 19.) A hole was made in the ground with the digging stick and a slip (huli) was placed in the hole, which was then filled with earth (28, p. 270).

Next to taro, several other dry land crops were important for food. Sweet potatoes and yams ranked high on the list. "Sugar cane . . . was planted for domestic use. It was also used in religious ceremonies, . . . as a love charm . . . and was sometimes planted as a divisional fence and as a windbreak." There were many varieties of "the banana [which] was one of the staple foods." The coconut played a large part in the diet of the natives. "Its milk and . . . 'meat' was used both in the fresh and dried form." (See 44, pp. 16, 31, 37; 31.) Breadfruit was also grown, and in some localities was used for making poi. Water melons and musk melons had been introduced by Vancouver. Indian corn and other vegetables were propagated in the islands by the missionaries.

Areas where dry land farming was carried on seem, in general, to have been less attractive for occupation and therefore less densely populated than places where irrigation agriculture was practiced. "On the *kula* lands farming was a laborious occupation and called for great patience, being attended with many drawbacks. On some of these were grubs or caterpillars, or blight, . . . frost . . . or freshets, or the sun was too scorching; besides which there were many other hindrances." (See 28, p. 270.)

Some land, generally near the homes, was used for growing the paper mulberry (*wauke*, *Broussonetia papyrifera*) from the bark of which native cloth (*kapa*) was made. "As sheets for bedding it [was] still used extensively in remote portions" of the islands (4, p. 279). The mamake [mamaki] (*Pipturus albidus*) from which also *kapa* was made, was found along the outskirts of the lower forests or in clearings... [page 8]

...The importance of forested land in native economy was shown in the method of dividing lands after the "great mahele:" Under the new system of titles the old Hawaiian system of dividing and subdividing lands was preserved. "In populous portions the subdivision was very minute. The main idea of the primary division (ahupuaa) was to run a strip from the shore to the summit of the mountain, in order to give an equable share of all the different products of the soil and sea." (See 26.) Hawaiian life vibrated from the uka, mountain, whence came wood, kapa for clothing, olona, for fishline; ti leaf for wrapping paper, ie for rattan lashing, wild birds for food, to the kai, sea, whence came ia, fish, and all connected therewith." (See 25.)... [page 9]

[1853: Population Statistics]

MAUI

The population of Maui was 17,574 (3). Nearly all the people were scattered around the shores of the island and on each side of the isthmus (fig. 8). The largest settlement on the

island was at Lahaina, the port of which year, . . . at any hour o~ the day or night,” and a pilot was not needed to enter it or leave. it. In the spring of 1853 seventy whaling ships called at the port. The town of Lahaina extended for two miles along the shore (4, pp. 290, 297, 298). The land in the vicinity was used by the natives to raise “goats, hogs, poultry, fruit and vegetables, especially Irish potatoes,” which they exchanged with whalers for “money and cloth or other articles.” (See 6, p. 63.) Part of the adjoining ocean was used for aquiculture (8, p. 430).

The concentration of people near the mouth of Waikapu and Iao Valleys is of note (fig. 8) [Figure 3 in this manuscript]. There, permanent streams furnished an opportunity for raising wet land taro.

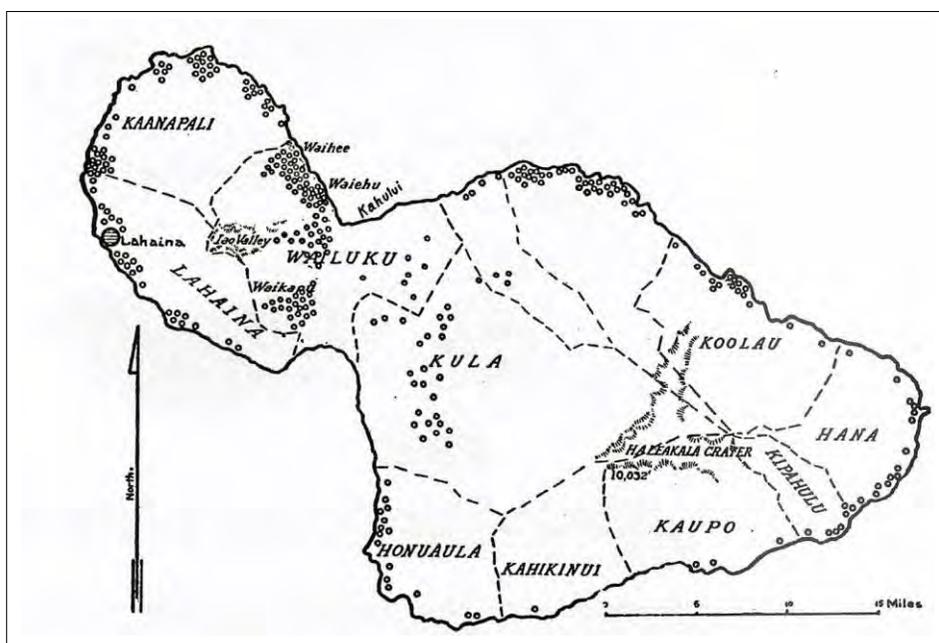


Figure 3. Map of Maui, Area 728 Square Miles, Showing Distribution of Population in 1853, o=50 persons, Lahaina, 2,750 people (Coulter 1931, Figure 8)

Kula District had a scattered population of several hundred. Many of the people there were foreigners who used the land for raising sugar cane, wheat, oats, barley, corn, Irish potatoes and cattle (24; 33; 12). “The wheat crop in the harvest season of 1853 turned out some two thousand bushels of an excellent quality.” (See 4, p. 318.) Indian corn “attain[ed] great perfection.” - (See 6, p. 121.) From the Irish potato, according to Bates [page 23] constantly changing the configuration of its surface beneath the action of heavy winds. . . . “It is an area of aeolian sand superimposed on a piedmont alluvial slope. The populous settlements of Waihee and Waiehu

thinned out near the coast where a strip of barren sand dunes extended from Waihee to Kahului (fig. 8)... [page 24]

LAND TENURE ACROSS THE MAUI HIKINA REGION RECORDED IN MĀHELE ‘ĀINA – KULEANA DOCUMENTS, ROYAL PATENT GRANTS AND LATER LAND PATENT GRANTS ISSUED AFTER THE OVERTHROW OF THE HAWAIIAN MONARCHY IN 1893 (1830s-1930s)

Ancient Hawaiians developed a sophisticated system of land stewardship practices as a means of sustaining the population. In pre-Western contact Hawai‘i, all land and natural resources were held in trust by the high chiefs (the Mō‘ī, Ali‘i ‘ai ahupua‘a, or Ali‘i ‘ai moku). Land and resource usage was granted to the hoā‘āina (native tenants) at the prerogative of the ali‘i and their konohiki (representatives, land agents), who were usually of some chiefly lineage. At first glance, it seems that the hoā‘āina had no meaningful rights on the land, but the social-religious belief system had a series of checks and balances. The rulers bore kuleana (responsibility) for the health of both the natural environment (biocultural landscape) and of the people. Failure to adhere to these kuleana would manifest in many ways, such as famine, drought, deposing of chiefs, and destructive natural phenomena. Counter to that, the care and righteous stewardship (mālama pono) of the biocultural landscape resulted in long periods of peace, an abundance of food and fishery resources, freshwater flowing from mountain to sea in natural and artificial kahawai (streams) and ‘auwai (engineered aqueducts), gentle breezes and rainfall, and verdant growth of overstory trees which sheltered the land.

Foreigners introduced the idea of fee-simple land tenure. Before the 1840s, the lands in the islands were reapportioned among the ali‘i each time there was a new Mō‘ī. By 1845, the Hawaiian system of land tenure was undergoing radical changes, and the foundation for implementing the Māhele ‘Āina (Land Division) of 1848, was set in place. This change in land tenure was promoted by the missionaries, a growing western population, and business interests in the island kingdom. There were at least two main arguments for creating a land ownership system. On one hand, foreigners were hesitant to construct improvements and enter into business deals on lease-hold land, and on the other, missionaries promoted the idea that it was a “moral right” to provide natives with their own ‘āina.

On December 10, 1845, the Mō‘ī, Kamehameha III, signed into law, a joint resolution establishing and outlining the responsibilities of the Board of Commissioners to Quiet Land Titles. The actions called for, and laws to be implemented, were as follows:¹⁹

Article IV. – Of The Board Of Commissioners To Quiet Land Titles.

Section I. His Majesty shall appoint through the minister of the interior, and upon consultation with the privy council, five commissioners, one of whom shall be the attorney general of this kingdom, to be a board for the investigation and final ascertainment or rejection of all claims of private individuals, whether natives or foreigners, to any landed property acquired anterior to the passage of this act; the awards of which board, unless appealed from as hereinafter allowed, shall be binding upon the minister of the interior and upon the applicant.

Section II. Said commissioners shall, before acting, take and subscribe an oath to be administered to them by the minister of the interior in the following form:

¹⁹ *The Polynesian*; January 3, 1846:140

We and each of us do solemnly swear that we will carefully and impartially investigate all claims to land submitted by private parties against the government of the Hawaiian Islands; and that we will equitably adjudge upon the title, tenure, duration and quantity thereof, according to the terms of article four of the seventh chapter of the first part of an act entitled "An act to organize the executive departments of the Hawaiian Islands," passed at Honolulu, ____ day of ____, 18__.

Subscribed and sworn to, this ____ day of ____, 18__.
Before me, _____
Minister of the Interior.

Which oath, having been sworn to, shall remain on file in the interior department.

Section III. It shall be the duty of said board of commissioners to select one of their number as president...

Section IV. The president of said board shall, at least once in each month, from the date of their first convention, report their proceedings to the minister of the interior—the number of claims then pending before them—the number to that date confirmed or rejected, and the reasons for confirmation and rejection of any particular claim to land, with all the evidence adduced to and reduced before them.

Section V. It shall be the special duty of board to advertise in *The Polynesian* newspaper, during the continuance of their sessions the following public notice, viz.:

To All Claimants Of Land In The Hawaiian Islands.—The undersigned have been appointed by His Majesty the King, a board of commissioners to investigate and confirm or reject all claims to land arising previously to the __ day of __, 18__ [Dec. 10, 1845].

Patents in fee simple, or leases for terms of years, will be issued to those entitled to the same, upon the report of which we are authorized make, by testimony to be presented to us.

The board holds its stated meetings weekly at ____, in Honolulu, island of Oahu, to hear the parties or their counsel, in defense of their claims; and is prepared, every day to receive in writing, the claims and evidence of title which parties may have to offer, at the ____, in Honolulu between the hours of 9 o'clock A.M. and 3 o'clock P.M.

All persons are required to file with the board specifications of their claims to land, and to adduce the evidence upon which they claim title to any land in the Hawaiian Islands, before the expiration of two years from this date, or in default of doing so, they will after that time be forever barred of all right to recover same, in the courts of justice.

Section VI. The said board shall be in existence for the quieting of land titles during the two years from the first publication of the notice above required, and shall have the power to subpoena and compel the attendance of witnesses by discretionary fine; in like manner, when in session for the hearing of arguments, to punish for contempt; and they shall have the power to administer oaths to witnesses, and to perpetuate testimony in any case depending before them, which, when so perpetuated, shall be valid evidence in any court of justice created by the act to organize the judiciary.

Section VII. The decisions of said board shall be in accordance with the principles established by the civil code of this kingdom in regard to prescription, occupancy, fixtures, native usages in regard to landed tenures, water privileges and rights of piscary, the rights of women, the rights of absentees, tenancy and subtenancy, —primogeniture and rights of adoption; which decisions being of a majority in number of said board, shall be only subject to appeal to the supreme court, and when such appeal shall not have been taken, they shall be final.

Section VIII. All claims to land, as against the Hawaiian government, which are not presented to said board within the time, at the place and in the manner prescribed in the notice required to be given in the fifth section of this article, shall be deemed to be invalid, and shall be forever barred in law, unless the claimant be absent from this kingdom, and have no representative therein.

Section IX. The minister of the interior shall issue patents or leases to the claimants of lands pursuant to the terms in which the said board shall have confirmed their respective claims, upon being paid the fees of patenting or of leasing (as the case may be) prescribed in the third part of this act, unless the party entitled to a lease shall prefer to compound with the said minister in the succeeding section allowed.

Section X. The minister of the interior shall have power in concurrence with the privy council, and under the sanction of His Majesty, to issue to any lessee or tenant for life of lands so confirmed, being an Hawaiian subject, a patent in fee simple for the same, upon payment of a commutation to be agreed upon by his Majesty in privy council.

Section XI. The patents and lease issued in accordance with the award of said commissioners, shall be recorded at the expense of the patentee or lessee, as prescribed in the third part of this act, in a book to be kept for that purpose by the minister of the interior.

Section XII. The said board shall not have power to entertain any claims to lands set up by any private person or persons until the claimant shall have deposited with the minister of finance a bond conditioned to defray the costs and expenses incident to the proposed investigation, according to the rates of charge prescribed in the third part of this act; which costs and expenses, shall, after award rendered, be taxed by the president of said board, and a certificate thereof shall be given to the claimant who shall exhibit the same to the minister of finance, whose certificate of full payment, together with the award of the commissioners, shall authorize the delivery of the awarded patent or lease to such confirmed claimant, by the minister of the interior, and not without.

Section XIII. The titles of all lands claimed of the Hawaiian government anterior to the passage of this act, upon being confirmed as aforesaid, in whole or in part by the board of commissioners, shall be deemed to be forever settled, as awarded by said board, unless appeal be taken to the Supreme Court, as already prescribed. And all claims rejected by said board, unless appeal be taken as aforesaid, shall be deemed to be forever barred and foreclosed, from the expiration of the time allowed for such appeal.

The “Land Experiment” – Disposition of Makawao, Hāmākua Poko Hoā‘āina Petition the King to Withhold Land and Government Positions from Foreigners

One facet of land history—the status of “Makawao” in the ancient land system in Maui Hikina—is complicated. Some early records identify Makawao as a part of Hāmākua Poko, but this seems to have been changing by ca. 1840, and in the last half of the 1800s a realigning of districts was taking place. It is in this period that Makawao appears as an independent district which takes over a large region of Maui, displacing Hāmākua Poko, and even including the island of Kaho‘olawe. It is for this reason that selected citations pertaining to lands, now considered to be Makawao, formerly of Hāmākua Poko, are included in this manuscript.

In the 1830s, prior to the formal “Māhele ‘Āina” or Land Division (1848-1855), King Kamehameha III, the Chiefs, Government, and some foreigners (including missionaries) were granted title to land. In 1846 the King agreed to the development of a “*land experiment*” in which fee-simple interest in land to some native tenants and foreign residents was offered. Two land areas, Makawao on Maui and Mānoa on O‘ahu were set aside by the King for the “experiment.”

Between December 1845 and January 1846, Kamehameha III, Cabinet Members and Ministers, visited Maui, traveling to various districts of the island, among which was Makawao. *The visit was in part a response to petitions received from hundreds of native Hawaiian residents across the islands, who had expressed opposition to the policies that were evolving in the Kingdom—specifically, those which allowed foreigners to be appointed to important positions in the government and further set up the mechanism by which foreigners could gain fee-simple title to land* (The Friend; August 1845:118-119).

Kamehameha III; J.Y. Kānehōa, Governor of Maui; A. Pākī; and foreigners who also served as ministers, met with Hawaiians in large gatherings at various locations. The following excerpts from *The Polynesian*, summarize the thoughts of the King and others in his government on these matters, and make specific reference to the “land experiment” of granting fee-simple interest in property at Makawao. It will also be noted in the comments made below, that wild cattle were credited with the abandonment of two districts on the island; though good work in agriculture had been done in other regions of Maui.

The Polynesian Honolulu, Saturday, Feb. 14, 1846 His Majesty’s Late visit to Maui

...The royal party left this place [Honolulu] on the 18th of December and arrived at Lahaina on the 20th...

...On the 12th January, His Majesty addressed several thousand of his subjects, at Wailuku, to the following effect:

“I have addressed you before with my KUHINA, who is gone. I alone am left. *I now repeat the same, and urge you to support schools and cultivate the land.*

We are seeking the good of the country but the work is not done. We are making laws, but they are not pohihihi [bewildering]. If they are so to us they will be so to you. Your hereditary chiefs have been in trouble, and therefore have chosen some to aid them. They are the ministers of white skin, whom you see. This is according to the old system.

They know more than we, and I have chosen them for the sake of their knowledge. You have heard of our trouble. I have seen it. Therefore we have chosen these helpers to help you. We have heard of your petitions. Should we consent to them, trouble would immediately follow—instantly—before night. I ask you therefore to put an end to your wish to promote that petition...”

... On the 14th, His Majesty addressed a large concourse of people at Makawao with great effect. A large proportion of the assembly were melted into tears. The Premier followed, urging the people to attend to useful knowledge, agriculture and religion, as the king provided for his own children he provided for theirs. Mr. Judd then spoke of the new arrangement of selling lands in fee simple to the natives in that district, with which they were much gratified. After crossing Mauna Haleakala, sleeping on its summit, and examining the crater, the royal party stopped on the 16th at a romantic place called Mokulau...

...Agriculture on Maui is in a forward state, compared with Oahu. At Honuaula there are 178 acres under cultivation of sugar cane with a good sugar mill managed chiefly by natives. One farm, besides sugar, raises \$5000 worth of Irish potatoes annually. There are 12 foreigners here, one of whom John White, arrived in 1799. On some parts of Maui the cattle have done much mischief by trespassing on the plantations, and driving the owners from their little farms. Two districts have in consequence been deserted...

By 1848 Makawao appears in the Buke Mahele (1848), as having been transferred to the Kingdom (Government Land Inventory:

“For The Government—Makawao the District—Division of Makawao—Island of Maui (Buke Mahele 1848:205).

Even before the establishment of the “land experiment, a portion of Makawao had been granted to two foreigners, William McLane and Edwin Miner (also known as “Mahina”). The assignment of land, which later became Land Commission Award (LCA) 428, was originally recorded on September 10, 1838—

September 10, 1838
Hoapilikane, Governor of Maui; to Wm. A. McLane and Edwin Miner
Land Assignment – Portion of Makawao (Helu 426):

Here is this document, reporting on the full understanding of Hoapilikane, the Governor of Maui and William A McLane and Edwin Miner for a land at Makawao, Maui; Hoapilikane gave a land at Makawao to William A. McLane and Edwin Miner for the term of fifty years from that day forward. It was for them and their own heirs. Here is the fee for the land from year to year, one hundred dollars.

The land is thus described. On the west of the gulch called Punaokeawe, the cultivated field there, begins the boundary, and runs to the east to a gulch called Alelele, there is a marked corner of the land there. From this corner, run to the uplands along the channel at Manaia. There is a corner. Then from this corner, run to the gulch on the west of Manawainui. From that corner run to the boundary first mentioned at Punaokeawe.

This land is only for William A. McLane and Edwin Miner, from the water (pond) of Alelele to the place where the stones roll into the gulch of Punaokeawe. The boundaries above and

below are marked by stones. These boundaries were marked by William A. McLane, Edwin Miner, and some men with Hoapilikane.

Here also is this. The road for transporting their cattle is set aside, from said land to the landing at shore.

Here also is this. Hoapilikane has restricted (hookapu) said land for the term of fifty years, and no man may go to live on said land without the authorization of William A. McLane and Edwin Miner.

Here also is this, about the water. William A. McLane and Edwin Miner may take water for their livestock, and no one can block them from the said water.

Here also is this. When the fifty years are ended and the land is returned to Hoapilikane or his heirs, the houses, walls, everything growing, and all other things that cannot be taken.

Here also is this. William A. McLane and Edwin Miner swear that they will build schools for all of the people who they employ.

Here also is this. William A. McLane and Edwin Miner agree that the men they hire shall dwell with them. They shall not refuse the working men, the land. They shall pay each year, three dollars for each man, hired. They two agree to fulfill all the words written in this document.

Executed at Wailuku, on this tenth day of September, in the year of the Lord, one-thousand eight hundred and thirty-eight.

By Hoapilikane, Governor of Maui.

I confirm the words above spoke. Kamehameha III

Witnesses (signed)

William Richards Wm. A McLane

Kanakaole Edwin Miner

[Copy in Native Register Volume 2:153-155; 1848; Maly, translator. See Registered Map No. 603 for reference points.]

While at Makawao, on January 13, 1846, Minister of the Interior, G. P. Judd, in witness of the King, Kamehameha III, and Keoni Ana (John Young), Premier, described the experimental program in land tenure, that the King had agreed to. The program would provide fee-simple interest in land to native tenants and foreigners, with two lands, Makawao and Mānoa, selected as those that would be sold in fee-simple to applicants. This program was the forerunner of the Māhele 'Āina described above, and Reverend J.S. Green was appointed the land agent to take applications on behalf of the King. The January 13th communication described the program and land of Makawao as:

Whereas, Makawao has now been acquired by the Government, excepting the previous lease to William McLane—payment for said place is with Kalaipaihala [Keoni Ana]—but the remainder of the land has been granted to me for the Kingdom;

Therefore, I, the one who was appointed to attend to the duties as the Minister, called the Minister of the Interior, I set apart Makawao for a new program, which it is believed will benefit the people. That the land be sold to anyone who may want it, and to grant a document of ownership (palapala kuleana) to such as may purchase the land, to him forever, and to his heirs and representatives to the end of time, with similar protection as that of the foreigners.

And I appoint my fellow servant (hoakauwa) of the King, Rev. J.S. Green as agent to superintend this work for the Kingdom, he will be the one to assign Land Deeds to the natives (kanaka maoli), setting forth of the boundaries, and shall collect the purchase price of the land for the Kingdom.

Here is this, the agent will also set apart a place for the natives to cultivate for him, because he is their teacher. And should said agent think it proper to set apart a place for the natives to cultivate for themselves without their having to pay anything to the Kingdom, it will be alright, so long as there are many people gathered together for the cultivation ^[20].

Here is this, the natives should help their teacher in all the work on their place, so that at the time the King comes, he will see that all things are in proper order, and if they do, they will not be burdened to go work for the Tax Assessor (Lunaauhau) and the Friday tax work (poalima). They will only pay the personal tax (auhau kino), as required by Law.

But future Laws may pertain to them, as with all the people.

In truth of these words, I sign my name and my seal on this 13th day of January 1846, at Makawao Maui, Hawaiian Islands.

G.P. Judd

We agree to, and approve to these words.

Kamehameha
Keoni Ana
[HSA Interior Department – Land File, January 1846 (translation of Hawaiian revised by Maly)]

Regarding disposition of Makawao as a land division (either an independent land, or a part of the larger Hāmākua Poko District), in 1846, both King Kamehameha III and resident missionary, J.S. Green described Makawao as a “small district” in 1846. On September 26th and October 3rd, 1846, letters written by J.S. Green (resident missionary and land agent, Hāmākua Poko) were published in the government newspaper, The Polynesian. Green provided readers with particulars regarding the “district” and boundaries of Makawao (it will be noted that the land had no ocean frontage) —

²⁰ A parcel of land was set aside, and is referred to as “The Model Farm” (see Register Map No. 186, Makawao – T. Metcalf, 1848; and Royal Patent Grants issued to grantees as a part of the Makawao Land Program.

Makawao is a high land district, lying at the base of...[Haleakalā]...the highest mountain on Maui. The district lies between some 1900 and 4000 feet above the level of the sea. It has Kula to the south, Hamakua on the north, and Haliimaile on the west.

The district is a small one... [Green September 26, 1846].

Green later described disposition of the land under the land program, and observed that cattle were having a significant impact on the lands and industry of both native and foreign residents. Green wrote:

September 26, 1846
The Polynesian
Editor Polynesian

...It is generally known at the Islands I believe, that the district of Makawao, on East Maui, is for sale. When the King and Chiefs were here in January last, the Minister of the Interior who accompanied them sought and obtained the lands, with the exception of Mr. McLane's plantation, for the use of the Government. The King and Premier gave a written sanction to the selling of the lands. With the hope of introducing a better state of things among the people. I consented to act as agent for the Government. Having had applications for lands from foreigners residing at Lahaina and other places, I beg leave to say through the columns of your paper, that it is the desire of Government, as I understand it, to sell exclusively to natives of the Islands, till such times, at least, as it shall appear that they are neither able nor willing to purchase. The district is offered for sale as an experiment on the people – as an incitement to awaken industry and thrift – as a test to the question – “Can the common people of Hawaii be induced to abandon their listless, improvident habits, and acquire and maintain habits of enterprise and frugality...

Makawao is a high land district, lying at the base of Haleaalealā [Haleakalā] the highest mountain on Maui. The district lies between some 1900 and 4000 feet above the level of the sea. It has Kula to the south, Hamakua on the north, and Haliimaile on the west.

The district is a small one. Including the plantation of Mr. McLane, who has between three and four hundred acres of saleable land, though were there a crowded population, another thousand might probably be cultivated. Perhaps about one-half of the lands are arable. Much of the remainder will furnish pasturage for cattle. Considerable timber land we have also, some of which is thickly timbered. The timbered lands are much broken, so that a small part only of the timber can be easily obtained... *Of the productions of this district, it is well known that sugar cane has been hitherto the chief.* Of the plantation of Mr. McLane I may hereafter speak more fully. I find that wheat grows well, though the present season has been unfavorable for harvesting on account of frequent rains. Indian corn does well, and most of the vegetable productions of the Islands. Were it not for the plexus worm which is occasionally very destructive, it would be exceedingly easy to obtain the necessaries of life...

Yours, J.S. Green. Makawao, August 31, 1846.

Green followed up in the next issue of *The Polynesian* with additional details:

October 3, 1846
The Polynesian
Editor Polynesian

...During his sojourn among us the last few weeks. Mr. Armstrong, assisted by a graduate from the Seminary, Lahainaluna, has measured most of the arable land in Makawao. *He first surveyed the entire portion which we supposed saleable at the present time, and found some 1700 acres, exclusive of Mr. McLane's plantation. He then measured the land which each man had selected for himself. Some 33 farms have thus been surveyed, consisting of from 45 acres to 10 or 12. Nearly every man in the upper part of Makawao has obtained a small piece of land, and as soon as possible I hope to give each a deed of his little homestead. Homestead!* What associations cluster around that word; and yet how strangely it reads in reference to Hawaiians! I pray that it may not long seem thus. But more of this anon.

More land I should have sold but for the ravages of the cattle from the plain below. It's now a long time, say two years, since the cattle, chiefly from Wailuhee [typeset error – i.e., Wailuku] and Waikepu [typeset error – i.e., Waikapu], began their depredations. Last autumn and winter they destroyed a considerable quantity of sugar cane for Mr. McLane. The damages he estimated at \$1,000 at the lowest calculation, and he would have lost a much larger quantity had he not, for a long time, employed men by day and by night to watch and guard his fields. Since, an arrangement has been made with the owners of the cattle by Dr. Judd. Some change for good has been effected. Still our fears are only partially quelled. Several acres of promising young cane have been destroyed, and some of the natives have lost nearly all they had planted. Some twenty acres of cane, which I aided our people to plant, and which we have devoted to purposes of benevolence, lie exposed. It is easy to see that we all feel an interest in the question, "Will our neighbors of Wailuhee and Waikepu take care of their cattle?" If so, there is much ground to hope that the experiment we are here making will succeed. If the cattle are permitted to run as they now do, I have little hope of success. Is it right that we should thus suffer from the depredations of cattle? Already Hamakuapoko and Halimaile [Hāli'imaile], two excellent districts of dry land, are nearly destroyed, and the cattle are crossing over into Hamakualoa. Will not all owners of cattle set in accordance with the law of love, and without delay save us from the vexation and loss of their intrusion into our plantations?

A single other impediment to the sale of lands I will mention. An old konohiki by the name of Nawaa has taken it into his head that the King will be a loser by the sale of the lands. He, therefore, refuses himself to purchase, and dog-in-the-manger-like, he is doing what he can to prevent others from buying. He has been down to Honolulu twice, and on his return has told the people that the King has granted him the land, though he can show no writing. Since I have sold lands to his neighbors he is greatly enraged, calls them thieves, molests them all in his power, and breaks their containers when they go for water to a spring which he claims as being on his lands, though he has refused to purchase.

Some of the reasons why, in my opinion, lands should be sold without delay to the people, I design to give you in good time... J.S. Green. Makawao, Sept. 3, 1846. [See Registered Map No. 186 (Metcalf, 1848), which lays out the lots mentioned herein.]

As a part of the Makawao Land Program, J.S. Green was granted an 87.7 acre parcel at Makawao, *Royal Patent Grant No. 68*, in 1847 (Privy Council Volume 6A:290-291). The land was sold to Green at approximately \$1.00 per acre, and described as:

Commencing at stake at s.w. angle of this land, joining lands owned by Keawe and Kaimu [Grants 321 & 57] and running S. 61° East 16 chains along Kaimu's and Model Farm to stake by road at south corner of this land; thence N. 57° 15' E. 17 ½ chains along Model Farm to stake and stones at slight angle on right side and near Gulch. Thence N. 47° 17 chains 6 7/12 feet across Gulch and along Model Farm to stake at mauka East corner of this & south corner of Kaleihopu's land [Grant 65] on right huai-pali of Huluhululilii Gulch. Then following along Kaleihopu's land to Kukui tree at his West corner near intersection of gulches; thence N. 19° E 5 Chains 19 10/12 feet along up pali to stake on left upper edge at South corner of McLane's Plantation; thence N. 65° 30' W. 9 chains 19 10/12 feet along huai-pali to stake at North corner of this land and East corner of Kalawe's [Grant 323]; thence S. 52° W. 14 chains 26 4/12 feet across Manawainui Gulch and along Kalawe's to stake, slight angle; thence S. 51° W. 18 ½ chains along Kalawe's and Church land [Grant 67] to stake at Keawe's East boundary. Thence S. 6° E. 10 Chains 4 feet along Keawe's to place of commencement... The above land settled for by Mr. Green's Bill for Surveying Lands... [December 22, 1847; Royal Patent Grant Book 1:138]

On February 28, 1848, Green wrote to G.M. Robertson of the Land Commission, regarding sales of land at Makawao. Green compares the value of land at Makawao to the land of Hāmākua (specifically referencing Royal Patent Grant No. 59, purchased by Edwin Miner at Ha'ikū), and the difficulties encountered in sustaining one's self on the land at Makawao—the land was of inferior quality and pe'elua, or army worms had infested crops:

...Yours of the 10th inst. came to hand last week with the Patent for John Smith. This, I take the liberty to return immediately; and I request you to fill Helu 75 for Kekahuna, the man to whom I sold the land and for which I have received the pay.

You may recollect that I conversed with you requesting this piece of land in the presence of Mr. McLane and my son. You remarked that it might be made out in Smith's name. I therefore sent his name down, which I now regret having done, as [Ke]Kahuna purchased the land and I regarded him alone responsible for the pay. I now wish to give him a deed as he has complied fully with the terms of sale.

I have sold lands to two foreigners, both colored men, but foreigners. One I think will not hold onto his purchase, I presume, nor will the other at \$2 per acre. I shall never ask him such a price as the land is by no means worth it. Mr. Metcalf who surveyed the land will tell you, I presume, that the land in Makawao is much less valuable than in Hamakua where Mr. Miner purchased. Why foreigners at Makawao should pay \$2 per acre, while Mr. Miner paid \$700 for 675 acres I do not comprehend. I have no hesitation in saying that one acre of land in Hamakua is worth two in Makawao. I could never persuade but one man in Hamakua to purchase an acre here. The fact is the worm destroys so much that is planted here that scarcely a man in the place can raise the money to pay for his land from the products of the soil. If they succeed in paying, it will be by raising potatoes in Kula and hiring out

their services...

...Please recollect that I do not say that the land in Hamakua is worth more than \$1. per acre. I only say that it is more, much more valuable than Makawao land. The simple fact that they have no pelua [pe'elua] there is enough for my purpose... [HSA Interior Department - Land Files, February 1848]

William McLane (his wife, Maile Makalena), and Edwin Miner retained their leasehold interest in land at Makawao for a few years, and then gave it up. McLane acquired fee-simple interest in parcels he acquired directly from the Government, or from natives who had been granted Royal Patents (see Mortgage Book 1:386-387 and Liber 4:61). In 1847 and 1849, William McLane acquired two parcels of land (totaling 688.94 acres) at Makawao (Grants 64 and 157). In addition to the ranching interests, McLane developed a sugar plantation (McLane's Plantation) on a portion of his Makawao holdings, parcels of which were later sold to various individuals, and for a while were operated as the Dow and Parks' Plantation (see Registered Map No.'s 186 and 603 for locations described in boundary references of Makawao, as well as those which were a part of the McLane holdings).

Makawao and Districts on Maui Realigned

In 1859, the Civil Code modified districts, and it is at this point that we see confusion arise regarding the district-status of Makawao, as the new district boundaries on Maui did not necessarily conform with those of tradition or the Māhele 'Āina. The district boundaries for the Island of Maui were defined as:

1. From Kahakuloa to Ukumehame, including Kahoolawe, to be called the Lahaina district;
2. From Waihee to Honuaula inclusive, to be called the Wailuku district;
3. Kahikinui, Kaupo, Kipahulu, Hana and Koolau to be called the Hana district; [and]
4. Hamakualoa, Hamakuapoko, Haliimaile, Makawao and Kula, to be called the Makawao district... [Civil Code of 1859, Section 498]

Writers such as Coulter (1935) and King (1942), included footnotes in No. 4 – Makawao District, observing that “Haliimaile and Makawao are ahupuaas of Hamakuapoko district” without citing a source of information. Why these two ahupua'a were singled out, and all other ahupua'a on Maui were not, is unclear. Coulter (1935) notes that this division remained generally in tact until 1909, when Act 84 of the Session Laws of 1909 made significant changes to the boundaries. At that time, the districts were reorganized to:

The island of Maui, Molokai, Lanai and Kahoolawe and counties of Maui and Kalawao shall be divided into six districts as follows:

1. Kahikinui, Kaupo, Kipahulu, Hana and Koolau to be styled the Hana district;
2. Hamakualoa, Hamakuapoko, Kula, and Honuaula, the western boundary being a line starting from the sea at Kapukaulua and running along the bottom of the gulch to the peak of “Puu o Kaia”; thence to the peak of Kailua Hill; thence to “Puu o Koha” triangulation station; thence to “Puu o Kali”

triangulation station; thence down along the boundary of Waiohuli and Keokea to the sea, and the island of Kahoolawe to be styled the Makawao District;

3. All that portion of central Maui lying east of a line along the boundary of Honokohau and Kahakuloa to the peak of Eke Hill; thence along the ridge of the mountains and down the bottom of Manawainui gulch to the sea; and west of the boundary of Makawao district, to be styled the Wailuku district;
4. All that portion of Maui west of Wailuku district and including the island of Lanai, to be styled the Lahaina district... [in Coulter, 1935:219]

Subsequent changes in 1915, further complicated the district divisions (in relation to their traditional designations), and the Makawao District was described as:

- 2 Hamakualoa, Hamakuapoko, Kula and Honuaula, the western boundary being a line starting from the sea at Kapukaulua and running along the bottom of the gulch to the peak of "Puu o Kaia"; thence in a straight line to the peak of "Puu Koae"; thence in a straight line to "Puu o Koha" triangulation station; thence in a straight line to "Puu o Kali" triangulation station; thence down along the boundary of Waiohuli and Keokea to the sea, and the island of Kahoolawe to be styled the Makawao District. [in Coulter, 1935:221]

Changes again in 1932, further modified the districts (Coulter 1935:222-223), and brought about the basic configuration of district boundaries which we are familiar with in the present-day. None of which appear to reflect the ancient land division (moku) of Makawao.

1848-1855: Maui Hikina The Māhele 'Āina and Kuleana Holdings

As discussed above, private ownership of land and resources was unknown in pre-western contact Hawai'i. By 1845, the Hawaiian system of land tenure was being radically altered, and the foundation for implementing the Māhele 'Āina of 1848 was set in place. This change in land tenure was promoted by the missionaries, the growing Western population, and business interests in the island kingdom. Generally, these individuals were hesitant to enter into business deals on leasehold land.

As the Māhele evolved, it defined the land interests of Kauikeaouli (King Kamehameha III), some 252 high-ranking Ali'i and Konohiki, and the Government. As a result of the Māhele, all land in the Kingdom of Hawai'i came to be placed in one of three categories: (1) Crown Lands (for the occupant of the throne); (2) Government Lands; and (3) Konohiki Lands (cf. Indices of Awards 1929). The "Enabling" or "Kuleana Act" of the Māhele (December 21, 1849) further defined the framework by which *hoa'āina* (native tenants) could apply for, and be granted, fee-simple interest in "Kuleana" lands (cf. Kamakau in Ke Au Okoa July 8 & 15, 1869; 1961:403-403). *The Kuleana Act also reconfirmed the rights of hoa'āina to access, subsistence, and collection of resources necessary to their life upon the land in their given ahupua'a.* The Kuleana Act, which remains the foundation of law pertaining to native tenant rights, sets forth the following:

August 6, 1850

An Act confirming certain resolutions of the King and Privy Council passed on the 21st day of December 1849, granting to the common people allodial titles for their own lands and house lots, and certain other privileges.

Be it enacted by the Nobles and Representatives of the People of the Hawaiian Islands in Legislative Council assembled;

That the following sections which were passed by the King in Privy Council on the 21st day of December A.D. 1849 when the Legislature was not in session, be, and are hereby confirmed, and that certain other provisions be inserted, as follows:

Section 1. Resolved. That fee simple titles, free of commutation, be and are hereby granted to all native tenants, who occupy and improve any portion of any Government land, for the land they so occupy and improve, and whose claims to said lands shall be recognized as genuine by the Land Commission; Provided, however, that the Resolution shall not extend to Konohikis or other persons having the care of Government lands or to the house lots and other lands, in which the Government have an interest, in the Districts of Honolulu, Lahaina and Hilo.

Section 2. By and with the consent of the King and Chiefs in Privy Council assembled, it is hereby resolved, that fee simple titles free of commutation, be and are hereby granted to all native tenants who occupy and improve any lands other than those mentioned in the preceding Resolution, held by the King or any chief or Konohiki for the land they so occupy and improve. Provided however, this Resolution shall not extend to house lots or other lands situated in the Districts of Honolulu, Lahaina and Hilo.

Section 3. Resolved that the Board of Commissioners to quiet Land titles be, and is hereby empowered to award fee simple titles in accordance with the foregoing Resolutions; to define and separate the portions belonging to different individuals; and to provide for an equitable exchange of such different portions where it can be done, so that each man's land may be by itself.

Section 4. Resolved that a certain portion of the Government lands in each Island shall be set apart, and placed in the hands of special agents to be disposed of in lots of from one to fifty acres in fee simple to such natives as may not be otherwise furnished with sufficient lands at a minimum price of fifty cents per acre.

Section 5. In granting to the People, their House lots in fee simple, such as are separate and distinct from their cultivated lands, the amount of land in each of said House lots shall not exceed one quarter of an acre.

Section 6. In granting to the people their cultivated grounds, or Kalo lands, they shall only be entitled to what they have really cultivated, and which lie in the form of cultivated lands; and not such as the people may have cultivated in different spots, with the seeming intention of enlarging their lots; nor shall they be entitled to the waste lands.

Section 7. When the Landlords have taken allodial titles to their lands the people on each of their lands shall not be deprived of the right to take firewood, aho cord, thatch, or ti leaf from the land on which they live, for their own private use, should they need them, but they shall

not have a right to take such articles to sell for profit. They shall also inform the Landlord or his agent, and proceed with his consent. The people shall also have a right to drinking water, and running water, and the right of way. The springs of water, and running water, and roads shall be free to all should they need them, on all lands granted in fee simple. Provided, that this shall not be applicable to wells and water courses which individuals have made for their own use.

Done and passed at the Council House, Honolulu this 6th day of August 1850. [copied from original hand written "Enabling Act"²¹ – HSA, DLNR 2-4]

In the period leading up to the "Land Experiment" and the Māhele, documentation was recorded that identified lands which had been held by Kamehameha I and the right of his heirs to the same. In the Maui Hikina region three 'āina were named in the following document:

December 15, 1847
Lands of Kamehameha I from Hawaii to Kauai

...Maui —

Koolau. Keaa 1
 Keaa 2

Hamakualoa. Honopou...
[Hawaii State Archives, Int. Dept. Lands]

One of the most important sources of documentation that describes native Hawaiian residency, natural resources, the biocultural landscape, and land use practices is the records of the Māhele 'Āina (Land Division) and Kuleana (fee-simple property rights). This initiative gave the ho'a'āina an opportunity to acquire fee-simple property interest (kuleana) on land which they lived and actively cultivated, however, the process required them to register and provide personal testimonies regarding their residency and land use practices. As a result, records of the Māhele/Kuleana provide us with first-hand accounts from native tenants generally spanning the period from ca. 1819 to 1855.

The lands awarded to the ho'a'āina became known as "Kuleana Lands." All of the claims and awards (the Land Commission Awards or LCA) were numbered, and the LCA numbers remain in use today to identify the original owners of lands in Hawai'i. The work of the Land Commission was brought to a close on March 31, 1855. The program, directed by principles adopted on August 20, 1846, met with mixed results. In its statement to the King, the Commissioners to Quiet Land Titles (George M. Robertson, March 31, 1855) summarized events that had transpired during the life of the Commission:

...The first award made by the Commission was that of John Voss on the 31st March 1847.

The time originally granted to the Board for the hearing and settlement of all the land claims in the kingdom was two years, ending the fourteenth day of February, 1848.

²¹ See also Kanawai Hoopai Karaima no ko Hawaii Pae Aina (Penal Code) 1850.

Before the expiration of that term it became evident that a longer time would be required to perform a work... Accordingly, the Legislature on the 26th day of August 1847, passed an Act to extend the duration of the Board to the 14th of February, 1849, adding one year to the term first prescribed, not however, for the purpose of admitting fresh claims, but for the purposes of hearing, adjudicating and surveying those claims that should be presented by the 14th February, 1848. It became apparent to the Legislature of 1848 that the labors of the Land Commission had never been fully understood, nor the magnitude of the work assigned to them properly appreciated, and that it was necessary again to extend the duration of the Board. An act was accordingly passed, wisely extending the powers of the Commissioners "for such a period of time from the 14th day of February 1849, as shall be necessary for the full and faithful examination, settlement and award upon all such claims as may have been presented to said Board." ...[T]he Board appointed a number of Sub-Commissioners in various parts of the kingdom, chiefly gentlemen connected with the American Mission, who from their intelligence, knowledge of the Hawaiian language, and well-known desire to forward any work which they believed to be for the good of the people, were better calculated than any other class of men on the islands to be useful auxiliaries to the Board at Honolulu...

...During the ten months that elapsed between the constitution of the Board and the end of the year 1846, only 371 claims were received at the office; during the year 1847 only 2,460, while 8,478 came in after the first day of January 1848. To these are to be added 2,100 claims, bearing supplementary numbers, chiefly consisting of claims which had been forwarded to the Board, but lost or destroyed on the way. In the year 1851, 105 new claims were admitted, for Kuleanas in the Fort Lands of Honolulu, by order of the Legislature. The total number of claims therefore, amounts to 13,514, of which 209 belonged to foreigners and their descendants. The original papers, as they were received at the office, were numbered and copied into the Registers of the Commission, which highly necessary part of the work entailed no small amount of labor...

...The whole number of Awards perfected by the Board up to its dissolution is 9,337, leaving an apparent balance of claims not awarded of say 4,200. Of these, at least 1,500 may be ranked as duplicates, and of the remaining 2,700 perhaps 1,500 have been rejected as bad, while of the balance some have not been prosecuted by the parties interested; many have been relinquished and given up to the Konohikis, even after surveys were procured by the Board, and hundreds of claimants have died, leaving no legal representatives. It is probable also that on account of the dilatoriness of some claimants in prosecuting their rights before the Commission, there are even now, after the great length of time which has been afforded, some perfectly good claims on the Registers of the Board, the owners of which have never taken the trouble to prove them. If there are any such, they deserve no commiseration, for every pains has been taken by the Commissioners and their agents, by means of oft repeated public notices and renewed visits to the different districts of the Islands, to afford all and every of the claimants an opportunity of securing their rights... [Minister of Interior Report, 1856:10-17]

Claims and Awards of the Māhele 'Āina (1848-1855) For Lands of Hāmākua Poko, Hāmākua Loa and Ko'olau

The syntheses below were developed as part of a detailed review of the Hawaiian language records of the Māhele and Kuleana claims. The records provide important documentation regarding natural resources, residency, and land use practices in the lands extending from the

Wailuku-Hāmākua Poko District Boundary to the Koʻolau-Hāna District Boundary— including seven (7) ahupuaʻa and various ʻili in Hāmākua Poko; twenty-eight (28) ahupuaʻa and numerous ʻili in Hāmākua Loa; and thirty-nine (39) ahupuaʻa and many ʻili in Koʻolau.

As a part of our review, we compared the total number of claims which were documented— made primarily by native tenants, though some foreigners were also among the applicants—and found that more than 453 claims were recorded in the volumes of the Register and Testimony books. The claims represent at least 470 individuals for lands Hāmākua Poko to Koʻolau. Of this total, 51 applications were made for land in Hāmākua Poko; 255 applications were made for land in Hāmākua Loa; and 147 applications were made for land in Koʻolau. The Indices of Awards (1929), which is the standard reference used to identify Aliʻi-Konohiki and hoāʻāina (native tenant) awardees of kuleana (private property rights) in the Māhele, only lists 276 claims as being awarded in Maui Hikina. Thus, at least 180 more claims were registered than were awarded. We note here that while a detailed review of the Māhele/Kuleana records was conducted, it is possible that additional records of claims may be located in future searches of the Māhele – Land Commission records.²²

Both the records of the kuleana that were awarded and the additional unawarded claims, provide important documentation pertaining to a wide range of land use activities, spanning elevational zones extending from the near-shore fisheries to the forest lands. The records tie specific families to ahupuaʻa and sites (i.e. features of the biocultural-historical landscape and the nature of land use), providing background information on how the claimants came to be in possession of the properties. Many of the claimants reported that their property rights of residency and land use dated back to 1819 and earlier (handed down from their parents and grandparents). Other claimants also stated that their rights were granted by pre-Māhele Konohiki, generally dating from the 1830s to the 1840s.

Upon realizing that many more claims for kuleana were made than were awarded, one naturally might wonder “why?” Aside from the fact that the concept of private land ownership was completely foreign to the native Hawaiian mind, other factors also contributed to the shortcomings of the Māhele. Regardless, the records show that many native tenants did step forward in the process of applying for private land rights. Several problems in perfecting claims stand out in the record. Among these problems was the occurrence of — (1) epidemics; (2) fear; (3) loss of applications; and (4) rejection of claims:

- (1) Historical documentation from all of the Hawaiian Islands reports that many native residents (including applicants) died between the time they registered their claims and when they were to provide testimony verifying the claims.
- (2) Some of the Aliʻi-Konohiki awardees also made it a practice of instructing hoāʻāina not to present testimony for kuleana (cf. Kamakau 1961:403; and J.S. Green, October 3, 1846),
- (3) In the Hāmākua Poko-Koʻolau study area many applicants provided testimony that their registration of claims were written out and submitted via authorized agents, however, the records did not arrive at the office of

²² We have listed only those claims for which a land area was specifically identified. It has been found that a number of claims (as transcribed into the Register and Testimony Volumes), were separated from their original transmittal packets (during the proceedings of the Land Commission), without recording who the transmitting sub-agent was, and the lands he was responsible for.

the Land Commission (see testimonies in this study).

- (4) As described above in G.M. Robertson's report to the King (March 31, 1855), the Commissioners to Quiet Land Titles rejected many claims for various reasons. As described in the records for the Hāmākua Poko-Ko'olau region, at least 180 applications were rejected. Interestingly, it will be seen in the records of the Royal Patent Grants, that some hoā'āina did acquire fee-simple interest in land (likely some of the land they had originally claimed), as a part of the Grant program.

Deficiencies in Documents Filed as Part of the Māhele and Claims for Kuleana

While the records compiled as a part of the Māhele and Kuleana applications represent one of the most significant sources of documentation spanning the periods from pre-foreign contact to the mid-1800s, there are countless issues in the records that may never be fully addressed. Several important points should be kept in mind when reviewing the records that follow below. With due respect to the many individuals who worked to document and/or translate the records, it has been discovered that the documents repeat a number of errors, which include, but are not limited to, the following:

(1) Transcription Errors:

Among the records of the Hawai'i State Archives (HSA) is a collection of original handwritten notes from applicants for kuleana and field agents of the Land Commission. This collection is found in Series 294 of the HSA and is the source information for the Register and Testimony volumes that make up the Māhele Books. Our review of selected records in Series 294 revealed that Land Commission transcribers often misspelled or transposed applicant names, land names, and Helu when first transcribing the records. Also, the spelling of names (people and places) is inconsistent across various Register, Testimony, Māhele Award Books, and Royal Patent Books.

Subsequently, the 1929 Indices of Awards added further errors to the collection, transposing the spelling of names and Helu. A weakness in the 1929 indices is that it focused, as the name indicated, only on the awarded claims, leaving thousands of claims only identified by Helu, with no indication of who the claimant was or the location(s) of the 'āina.

In the 1960s-1970s, the State Archivists undertook the significant task of translating all Hawaiian documents of the Register and Testimony books to help make the records more accessible. The archivists used the original handwritten volumes of the Register and Testimony as their source of information. Unfortunately, another layer of errors was sometimes added to the record, most of which were simple typographical mistakes. As these translated texts receive the most use in present-day land history research, several errors that are not a part of the original records are repeated as fact. These errors include discrepancies in the types of land use reported, transposing of people and land names, and Helu. Additionally, rather than consistently using original Helu, the Lāhainā collection includes multiple Helu under single applicants, often for the same land area(s).

(2) Documentation is Vague or not Recorded:

There are many claims in the Register and Testimony that provide no verbal description of ahupua'a name, cultivation, or residence. Based on the requirement of the Law (the Kuleana Act; Dec. 21, 1849), this should not be interpreted as the absence of such features or land use, but instead, a weakness in the original process of recordation. The Kuleana Act

specifically limited native tenant claims to 'āpana (parcels or lots) of land which they actively cultivated and on which they resided. Thus, storied features and those of the "built" environment are found outside of the boundaries of awarded kuleana and across the landscape.

(3) Lo'i, 'Auwai, Kula and Pō'alima:

Generally, the Hawaiian word "lo'i" means that the parcel is an irrigated pond field. At the time of the Māhele, the Hawaiian word "kula" (open plan or flat land) also described a dry-land parcel that was cultivated (unless otherwise qualified — e.g., "kula holoholona," a pasture). While conducting the present investigation into records of the Māhele, it was found that when kula is used in association with kalo (e.g., "kula kalo" or "kalo kula"), the applicant was describing either a dry land cultivating field, or when near a stream flatland on which lo'i could be made and flooded through a system of 'auwai, a wet land use was described.

Additionally, a number of claims cite the occurrence of parcels of land which became known as "Pō'alima" (literally "Friday" land²³). In ancient Hawai'i, certain parcels of land were worked solely for the ali'i; such parcels were known as "kō'ele." By the time of the Māhele, changes in land tenure and taxation laws led to the establishment of the "pō'alima" because they were worked by the commoners on Fridays to supply food resources to their ali'i. No hoa'āina were allowed to take the crops cultivated on the pō'alima for their personal use. At least 129 pō'alima were discussed by the native tenants of Maui Hikina. Thus, the total number of cultivated lots (both wet land and dry land) is greater than the total given in the claims for kuleana. The "pō'alima" were largely excluded from the kuleana interests of the hoa'āina and were retained by the King and/or government.

Because records are imperfect, the total number of dry-land and wet-land field features cannot be accurately given, and it is likely that there is a greater number of both types of agricultural fields than the numbers presently indicate.

(4) Access:

References to the native trails (ala hele, ala pi'i), historic roadways, mauka-makai trails, and the Alanui Aupuni (Government Roads) are sometimes cited, but in many cases are not mentioned. This is explained by the fact that trails were integral to residency, subsistence practices, and the cultural landscape. The rights of native tenants to access, both within their ahupua'a and to the larger public byways, are prescribed in both traditional and historic laws. In the case of the mauka-makai trails, the record of land use also conveys that such trails existed in each ahupua'a. This is substantiated by the descriptions of various kuleana parcels (claimed by individual tenants) that cross several land use and elevational zones (e.g., near the shore, then on the kula, and in the forest).

Although the above errors may be present, the records of the Māhele/Kuleana irrefutably provide Native Hawaiians, agencies, and non-native landowners with important information, including, but not limited to:

- (1) The names of individuals identified with various land areas, some of which became family surnames.

²³ Identifying days of the week as Monday through Sunday is a foreign introduction. Hawaiian worked under a system of days that were tied to the phases of the moon.

- (2) The identification of ‘ohana (family) who have an interest in the long-term management, stewardship, and protection of the biocultural landscape across Maui Hikina.
- (3) Important documentation – on place names, land use and fishery practices, the natural and altered systems of water flow, various customs of the people of old, and descriptions of features that may yet be encountered on the ‘āina – are made available to present and future generations through this group of records.

**Summary of Land Use Described by Applicants
for Kuleana in Hāmākua Poko, Hāmākua Loa and Ko‘olau**

As a result of the above observations, while conducting the present study, all of the original Hawaiian language claims submitted to the Land Commission, were reviewed. *Table 1* is a summary of land use activities described in the Register and Testimony volumes from Hāmākua Poko, Hāmākua Loa and Ko‘olau, and include:

- (1) The locations of the parcels;
- (2) Types of usage, such as crops cultivated (wet land and dry land) and areas of residency;
- (3) Occurrence of lo‘i, ‘auwai, kahawai, and kula lands;
- (4) How the land was obtained, and length of residency;
- (5) Place names of the ‘ili and other small land division units within the larger ahupua‘a; and
- (6) References to additional sites or features within or adjoining the kuleana (for example — trails, walls, and platforms etc.).

**Table 2. Summary of Selected Land Use Activities
Described in Māhele/Kuleana Records of Maui Hikina**

Hāmākua Poko & Hāmākua Loa Native Register Claims

Loi \ Loi Kalo	71	33.8%
Uala \ Uala Haole	54	25.7%
Wauke	28	13.3%
Mahi	15	7.1%
Kula	15	7.1%
olona	14	6.7%
Kahawai	11	5.2%
Koa	10	4.8%
Ulu	10	4.8%
Kulanakauhale \ Pahale \ Hale	10	4.8%
Ohia	9	4.3%
kukui	9	4.3%
Hala	7	3.3%
Opae	6	2.9%
Maia	5	2.4%
le	5	2.4%

Oopu	4	1.9%
Wiliwili	4	1.9%
Loko	2	1.0%
Punawai	2	1.0%
Mapuna	1	0.5%
Holoholona	1	0.5%
Moku Mauu	1	0.5%
Akaakai	1	0.5%
Mahi	1	0.5%
Auwai	2	1.0%

Hāmākua Poko & Hāmākua Loa Native Tesitmony Claims

Loi \ Loi Kalo	7	3.0%
Uala \		
Uala Haole	6	2.5%
Wauke	1	0.4%
Mahi	1	0.4%
Kula	162	68.6%
olona	8	3.4%
Kahawai	46	19.5%
Koa	0	0.0%
Ulu	0	0.0%
Kulanakauhale \		
Pahale \ Hale	4	1.7%
Ohia	0	0.0%
kukui	0	0.0%
Hala	0	0.0%
Opae	0	0.0%
Maia	0	0.0%
Ie	0	0.0%
Oopu	0	0.0%
Wiliwili	0	0.0%
Loko	0	0.0%
Punawai	0	0.0%
Mapuna	0	0.0%
Holoholona	1	0.4%
Moku Mauu	0	0.0%
Akaakai	0	0.0%
Mahi	0	0.0%
Auwai	9	3.8%

Ko'olau Native Register Claims

Loi \ Loi Kalo	52	50.5%
Uala \		
Uala Haole	3	2.9%
Wauke	0	0.0%
Mahi	3	2.9%
Kula	2	1.9%
Olonā	9	8.7%
Kahawai	1	1.0%
Koa	1	1.0%
Ulu	0	0.0%
Kulanakauhale		
\ Pahale \ Hale	3	2.9%
Ohia	0	0.0%
Kukui	0	0.0%
Hala	0	0.0%
Opae	1	1.0%
Maia	0	0.0%
le	0	0.0%
Oopu	0	0.0%
Wiliwili	0	0.0%
Loko	1	1.0%
Punawai	0	0.0%
Mapuna	0	0.0%
Holoholona	0	0.0%
Moku Mauu	0	0.0%
Akaakai	0	0.0%
Mahi	1	1.0%
Auwai	0	0.0%

Ko'olau Native Testimony Claims

Loi \ Loi Kalo	51	48.1%
Uala \		
Uala Haole	0	0.0%
Wauke	0	0.0%
Mahi	0	0.0%
Kula	13	12.3%
olona	30	28.3%
Kahawai	61	57.5%
Koa	0	0.0%
Ulu	0	0.0%
Kulanakauhale \		
Pahale \ Hale	4	3.8%

Ohia	0	0.0%
kukui	0	0.0%
Hala	0	0.0%
Opae	0	0.0%
Maia	0	0.0%
Ie	0	0.0%
Oopu	0	0.0%
Wiliwili	0	0.0%
Loko	2	1.9%
Punawai	0	0.0%
Mapuna	0	0.0%
Holoholona	0	0.0%
Moku Mauu	0	0.0%
Akaakai	0	0.0%
Mahi	0	0.0%
Auwai	37	34.9%

Glossary of Hawaiian Words and Abbreviation Terms Cited in Kuleana Claims

In the translated texts that follow, the original Hawaiian is maintained when referencing land terms, directional coordinates, sites, features, and plants. The glossary below, provides readers with translations of various words and terms used in the Māhele claims:

- Ahupuaa – an important sub-division of land (extending from fishery to an area on the mountains), generally containing varied environmental zones and resources necessary to sustain a community. Such zones and resources were managed in smaller land parcels which were delineated within given ahupuaa.
- Alanui & Ala hele– trails or thoroughfares.
- Alanui Aupuni — Government Road.
- Apana – parcels or lots within given kuleana (i.e. Apana 1, Apana 2...).
- Auwai – an irrigation channel; ditch system.
- FR – Foreign Register
- Hale – house.
- Hau – a native woody hibiscus; used for outriggers, floaters, and cordage etc.
- Ie & ieie – the endemic climbing screwpine of the forest lands, used to make baskets and traps.
- Ili – land sections of varying sizes and configurations, part of the land management system within the larger ahupua’a.
- Kahawai – a stream, creek or gulch (wet or dry).
- Kai – ocean, sea.
- Kalawa – scattered planting areas.
- Kalo or ai – the taro.
- Kihapai – a small land parcel, usually a dry land garden; though sometimes seen in association with loi, indicating a pond-field garden (e.g., kihapai kalo and kihapai uala — dry land taro and sweet potato fields). In the larger regional field system, the planting areas are often marked by walls, clearings, stone mounds, and planting pits etc.)

- Ko – sugar cane.
- Koa – the native acacia of the forest; used for canoe making.
- Koele – a land division worked for the chief (called poalima in historic times).
- Konohiki – land overseer, chief or owner of the larger land division.
- Kukui – candlenut trees.
- Kula – generally an open dry-land cultivating field; also describes a plain land region (Beginning in the later 1800s, “kula” became the term used to describe pasture land).
- Lai – the ti plant; used for a wide range of purposes.
- Loi – irrigated pond field.
- Loi Kalo – taro pond fields.
- Loi Paahao – a taro pond field worked by prisoners.
- Loko – a pond (fish pond).
- Loko ia – a fish pond.
- MA – Mahele Award Book.
- Mahi – to cultivate or cultivated.
- Mahiai, Mala and Mahina – cultivated fields and gardens in the dry land area.
- Maia – bananas.
- Makai – to the shore; shoreward.
- Mala – a dry land cultivating field (e.g., mala kalo - taro field).
- Mapuna – a spring.
- Mauka – to the uplands; inland.
- Moo aina – a cultivated strip of land, often marked with stone alignments, running mauka-makai.
- Muliwai – an estuarine pond system; generally where fish are cultivated.
- N/A – Claim Not Awarded.
- Niu – coconut trees.
- NR – Native Register.
- NT – Native Testimony.
- Ohia – generally describing the mountain apple tree.
- Olona – an endemic forest plant; used to make cordage.
- Oopu – native stream fish (gobidae); eaten.
- Opae – native stream shrimp; eaten.
- Opu – a planting clump or patch (e.g., opu olona, a clump of olona).
- Pa – a lot or enclosed parcel; for example “pa hale” (a house lot); “pa puua” (a pig pen); and “pa holoholona” (a corral) etc.
- Pa hale – a house lot (also hale, kahuahale, kauhale, and kulana kauhale).
- Pa kanu – cultivated lots.
- Pa Mahiai – cultivated lot.
- Pa pipi – cattle pasture.
- Pauku – a segment of land; a dry land cultivating parcel.
- Pue – mound plantings.
- Poalima – Cultivating area work for the alii.
- Punawai – a freshwater spring or pond.
- RP – Royal Patent.
- Uala – sweet potatoes.
- Ulu – breadfruit trees.
- Wai Opae – a pond or stream area where opae are gathered.
- Wauke – the paper mulberry; used to make kapa.

- Wiliwili – the Erythrina tree; used for canoe and net floaters.

In *Table 3* below, a long dash (—) indicates that no specific reference to cultivation, a residence or some other feature was made in the original written description. Where no description of cultivation is given in the records, at least one (1) cultivated field and one (1) house for each kuleana can be minimally assumed. For example, only 53 of 453 claims provided specific reference to a house being a part of a kuleana claim. It is reasonable to assume that as many as 400 additional houses—likely more, based on the traditional practice of families having separate residences at various elevational zones in some of the kuleana—would have occurred at the time of the Māhele.

Also, 34 of the claims cited in the Testimony volumes, provided no specific documentation describing the nature and extent of crop cultivation. Many other claimants reported that some sort of cultivation was occurring, but gave no specific description of the type (e.g., wet land, dry land, or types of crops). *Thus, in addition to the more than 1,032 cultivated fields (both wet- and dry-land) for which specific documentation was given, there are, at a minimum, another 133 pō'alima parcels, and 34 individual gardens of varying sizes that could be safely added to the total number of cultivated fields in the three districts of the study area.*

While much information appears to be missing from the historic record, a variety of subsistence and residency land use practices were described in the claims by hoā'āina of Hāmākua Poko, Hāmākua Loa and Ko'olau, spanning the period from the late 1700s to 1855. Readers should also note that in the Testimony for claims, directional references (e.g. Mauka, Hana, Makai, Hamakua...) indicate the boundary reference, qualified by what lies on the boundary of a given parcel. Also, every reference to a kahawai (stream or creek, sometimes a watered gulch), 'auwai (irrigation channel), and lo'i (irrigated pond field), as well as references to types of crops cultivated and resources collected found in the testimonies is cited. Other reference points (such as lands and individuals bounding the parcels) are sometimes cited as well.

Readers—Please Be Aware of Why Gaps Exist in the Historical Records

While there is rich documentation and physical evidence of residency and land use in the biocultural landscape across Maui Hikina, there are also more than 1,000 place names and wahi pana identified across the region. We also find that there are gaps where no specific resources, features, or uses are cited. Some of this may be attributed to the rapid decline in the native population as the Māhele and awarding of Kuleana was underway. Additionally, the requirement that specific documentation of active residency and cultivation was needed for each claim. This condition itself failed to recognize the traditional and customary practice of native tenants letting their cultivated fields lie fallow to restore nutrients to the planting areas. They also worked the land and water resources in varying elevational zones depending on weather patterns and environmental conditions. As a result, such resources were denied to the applicants.

It is appropriate to mention here the importance of place names such as those cited in the following land records—

Inoa 'Āina (place Names) and Wahi Pana (Storied and Sacred Places) are tangible evidence of Hawaiian knowledge of the bio-cultural resources that exist all around us.

The landscape and its resources are not only valued, but they are integral to the well-being of Hawaiians and the cultural practices are occurring all around us, whether they are observed or not.²⁴

We encourage readers, stakeholders and agencies to not consider the absence of documentation as the absence of evidence or of uses at any give place across Maui Hikina.

²⁴ Expanded upon from a statement by Prof. Davianna Pōmaika'i McGregor.

Table 3. Synthesis of Kuleana Claims (Native Register and Testimony Volumes) From Maui Hikina

Hāmākua Poko – Hāmākua Loa District Register Documents

Claimant(s)	Land Commission Award (LCA)	Hamakua Poko & Hamakua Loa	Register Book & Page	Summary of Claim Documentation	Hale	Lo'i Kalo	Auwai	Kihapai Kula Mahiai Mahina Mala Moo Opu Pa	Crops, Activities and Resources Identified	Disposition N/A=Not Awarded Mahele Award Book & Royal Patent
M. Kekauonohi	Helu 11216	Haliimaile	4:360-363	Ahupuaa of Haliimaile, Hamakuapoko, Maui. (Alii Awardee). (page 361)	—	—	—	—	—	See Testimony
W. P. Leleiohoku	Helu 9971	Hamakuapoko	4:503-505	Western ½, Ahupuaa of Hamakuapoko, Maui... (Alii Awardee) (page 503)	—	—	—	—	—	See Testimony
Kekapa Wili & Naai	Helu 5443 (see also Helu 5443 B)	Hamakuapoko	5:59 & 60	Wili – I have claims at Ohia, Kuapaia, and Ekahanui. They are an old right from my parents. Naai – My claim is at Poala, gotten from my parents. Kekapa – My claims are at Onehai and Kui o Pai. Gotten from my parents. January 26, 1848	—	—	—	—	—	See Testimony
I. Nalaipuleho	Helu 3331	Paniau	6:60	My property right was gotten from Kekauloahi, and when she died, from Kanaina, it extends from the mountain to the sea. It is at Paniau, Hamakuapoko. January 8, 1848	—	—	—	—	—	See Testimony
Kekahuna, Kamahine, Kuana, Nawai, Paelua & Kakanui	Helu 4142	Haliimaile, Paniau	6:151-152	Kekahuna folks have a claim for land at Haliimaile and Hamakuapoko. The Ahupuaa is Paniau, the ili are: Kahakahu, which belongs to Kamahine. Also, at Pana, Kuana has a kuleana. At Pana 2nd, Nawai has a kuleana. At Kahanui, Paelua has a kuleana. At Kuapaia,	—	—	—	—	—	See Testimony

				Kanakanui has a kuleana. The right of residency is from our kupuna, in the time of Kahekili, and it has come to us, the descendants.						
Kiha	Helu 5325	Paia, Hamakuapoko & Haiku, Hamakualoa	6:268-269	My land claim at Hamakuapoko is a parcel on the kula. The name of the kula is Mokuoi. It is an open place where people do not live. There are two men who cultivate it. I also have some lots at Paia that I cultivate (pa mahiai), there are ten and forty cultivated lots, and one pa pipi (cow pasture). Also three punawai nui (large ponds or springs), and two lands that I inherited from my father-in-law. Here also is a claim that I have for three loi kalo at Haiku, Hamakualoa, gotten from Kahaleohu. It was I who made the walls of the loi. I would also like to perhaps have a another land at Hamakuapoko. The reason for this is that in 1841, Feb. 7, Kekauluohi instructed me to care for the land of Hamakuapoko, Kuakini also instructed me to care for Hamakuapoko.	—	3	—	51	Kula Pa mahiai Pasture Punawai Loi Kalo	See Testimony
Kalaeloa	Helu 5326	Paia	6:269	My claim is for property which my kupuna had, then my father, and which I now have. I also have twelve pu hala (pandanus trees), four ohia (mountain apple trees), and also several wiliwili trees. January 25, 1848	—	—	—	—	Hala Ohia Wiliwili	See Testimony
Kekahuna	Helu 5421	Haliimaile, Paia &	6:288-289	My kuleana is at Haliimaile and Hamakuapoko. At	—	—	—	6	School House Lot Uala Poalima (1)	See Testimony

		Hamakuapoko (& Haiku)		Haliimaile it is in Mahana, Kawaapae, and Kukuiohana. The kuleana at Hamakuapoko are Kamole, Kauhikoa, Apee, Kaluanui, Puuiki, these are for the school house, how about Kekahuna, does he not have any rights? Here is what Kekahuna has cultivated, an uala field (mahina) at Kahalamanu, and another garden at Kuapaia, a mound (of uala). At Ekahanui is a garden, with a poalima in it, and at Kahakahee there is a garden. At Haiku, Kekahuna also has a garden, and at the Pali of Kapuna... (also cites a kuleana in Wailuku).						
Wahai	Helu 5484	Haliimaile	6:303	23, January 1848 My kuleana is a Kihapai (garden) at Kaeke in Haliimaile Ahupuaa. In the garden is a planted area and a wiliwili tree. I have had it for nine years. Gotten from Kalua, the Konohiki.	—	—	—	1	Wiliwili trees	N/A
Kulahola	Helu 5492	Kaopa & Haiku (Hamakualoa)	6:303-304	My kuleana is at Opelepela in Kaopa, the Ahupuaa. I have two Kihapai (dry land gardens) there. There is also one Kihapai at Haiku. Kamakini is the Konohiki at Kaopa and Kopa is the Konohiki at Haiku. I have had the Kihapai at Kaopa for 30 years, and had the Kihapai at Haiku for 3 years.	—	—	—	3	Kihapai	See Testimony
Palalu	Helu 5500B	Haliimaile	6:307	My kuleana area at Kakaiwao, Kukuihookiikii, Paneaneonea, and Kaliukea.	—	—	—	—	—	See Testimony

Kanakanui	Helu 5500 & 4142	Paniau	6:308	My claim is two parcels, one at Kuapaia and the other at Makaleha.	—	—	—	—	—	See Testimony
Naluahi	Helu 5501B	Kaliukea (Kaopa)	6:308	My claim is at Kaliukea second. It is an old place, gotten from Kapeke of Kaliukea.	—	—	—	—	—	See Testimony
Kaumana	Helu 5501	Paniau	6:308	My land claims are at Aula, in the Ahupuaa of Paniau; I have three kihapai (cultivated gardens) there, one of uala, one of wauke, and one with ulu trees and ko. Haleipuleo is the Konohiki, I have had it for one year. January 23, 1848	—	—	—	3	Uala Wauke Ulu Ko	See Testimony
Kaina	Helu 5502	Haliimaile	6:308	I have a kihapai at Pualaea, in Haliimaile, it only has wauke growing in it. I have had it for nine years, and Kalua is the konohiki. January 23, 1848	—	—	—	1	Wauke	See Testimony
Kiha	Helu 5503	Honohina	6:309	My kihapai is at Moomuku in Honohina. My one kihapai is planted with uala, maia, ulu, and some ko. Kekipi is the Konohiki. It was gotten by me five years ago.	—	—	—	1	Uala Maia Ulu Ko	See Testimony
Kahalela	Helu 5504 (see also Helu 3504 & 3304E)	Haliimaile & Haiku	6:309	I have a kihapai at Kukuioleu, Haliimaile. My kihapai has uala, maia, wauke, and ohia. I've held it for nine years, Kalua is the Konohiki. At Haiku, I have a kihapai with three mala kalo (dry land taro patches). I've had it for 2 years, Kopa is the Konohiki.	—	—	—	5	Uala Maia Wauke Ohia Kalo	See Testimony
Kaiwiheleole	Helu 6387	Kamole (Paia)	6:361	My property is at Kamole. It is an inheritance from my parents.	—	—	—	—	—	N/A
Apiki	Helu 6510	Hamakuapoko	6:397	I have a claim at Kikalapuakea. It was gotten by me long before	—	—	—	—	—	See Testimony

				the work on the Fort at Lahaina.						
Huna	Helu 6536	Paia	6:398	My property claim is at Waioku, it is a small kihapai, and an open field (kula).	—	—	—	2	—	See Testimony
Palalu	Helu 6603	Haliimaile & Paniau	6:404	I have a kula hanai holoholona (pasture on which livestock is tended), it is a place where no one lives. On the field, I have two stone walled paddocks, the name of these places are Wilikilau, and Puuhinale is the second.	—	—	—	2	Pastures	See Testimony
Kanehailua	Helu 7970	Paia	6:448	I herein describe my claims at Hamakua poko to you. I have six pa mahiai (cultivated lots), some behind and some in front of the Fort. These cultivated parcels are at Paia. There is also a valley where kukui trees were planted by the grandfather of my wife. There are four kukui trees, five rows of hala trees, and six rows of wiliwili trees. All of these things which I have told you, were done by our grandparents, and by our parents.	—	—	—	6	Pa Mahiai Kukui Hala Wiliwili	See Testimony
Haulepu	Helu 8055	(Hamakualoa, Kahulu) & Kaopa	6:453	My claim is for two native uala patches (moo uala maoli) at Hamakualoa. At Kahulu, there are two foreign potato patches. At Kaopa, there is one foreign potato patch. At Mokulaa there is an uala patch. At Kualapa, there is a kalo patch. At Kaopa, there is one uala patch for the winter time.	—	—	—	6	Uala Uala Haole Kalo	N/A
Kekipi	Helu 8314	Waiaka at Wailuku,	NR 6:460	February 10, 1849 My claim is for land and loi. It	—	—	—	—	(see Native Testimony)	See Testimony

		Honohina & Hulaia, Hamakuapoko		is an ili in Wailuku, Waiaka is its name. My right came from Kailihiwa. I have 50 loi, and have had them since Feb. 23, 1840. (Note: NR Vol. 5 contains portion of NT Vol. 9:582-697. NT 9:597 – Helu 8314 contains description of 5 parcels in Hamakuapoko.)						
Kamakaala	Helu 8468	Paia & Paniau	6:466	My claim is at Hamakuapoko, two Ahupuaa, Paiakohola is one, the other is Paiakupono. There are six pa kanu (cultivated lots) and one pahale. I have lived at Paia since before the death of Kamehameha I. I also have a pa mahiai (cultivated lot) at Paniau. Feb. 5, 1848	1	—	—	7	Pahale Pa kanu Pa mahiai	See Testimony
Paele	Helu 10783	Haliimaile	6:534	My property is at Kukuiohana. The Konohiki and tenants have all departed, I am the only one who remains on the land. There are four ohia trees, many hala trees and many kukui trees. At Koheheleia there are two moo aina uala (dry land fields of sweet potatoes), that I have there, and three wiliwili trees.	—	—	—	2	Moo aina Ohia Hala Uala Kukui Wiliwili	See Testimony
E. Miner (Mahina)	Helu 202	Haiku	FR 1:135	The undersigned doth hereby lay his claims before you for a land, a ili in Haiku state of Hamakualoa, by the name of Kapalalea (Kapalaalaea), given to me by the Konohiki of the said land Haiku, Dec. 5, 1825. Secured to me by Hoapiliwahine in 1832. Of	—	—	—	—	—	See Testimony

				the said land I still hold possession.						
J. F. Caswell	Helu 311	Ulumalu	2:76 FR 1:181- 182	"Look in the Foreign Book." In pursuance of an order issued in the Polynesian to all claimants of land to present their Claims for investigation, I beg leave to lay before you my claim to a Land situate in Hamakua, East Maui, known by the name of Ulumalo (Ulumalu), given me by H. Majesty Kamehameha III in December 1837 and I have held uninterrupted possession of it up to this date...	—	—	—	—	—	See Testimony
Nahinu	Helu 791 & 3905 (see also Helu 6510VV)	Pauwela & Haiku	2:433- 434	My property is at Pauwela, the name of the ili is Waikina. I have held it from the times of Aiawale, Lalahili, David Malo, and now Daniel li. I also have a claim at Haiku, in the ili named Nukupano, to it, also belongs the sea. It is an old holding, from the time of my grandparents, and then my father, and now me.	—	—	—	—	—	See Testimony
Nakaleo (Kaleo)	Helu 792	Pauela (Pauwela)	2:434	My claim is in Pauela, Paukee is the name of my ili. There is also an ili called Laie, it is where I live. These are my claims. The Konohiki has taken Paukee from me, and I made a complaint to Kamakau, but he has done nothing. I got this property right from David Malo, and held it through Daniel li.	—	—	—	—	—	N/A

Kahue	Helu 1402 (see also Helu 6510OO)	Peahi	3:99	My claim is for two ili aina, one is named Poponi, and the other named Pohakuhaku. One parcel is a kula (land), the other is an upland olona patch. They are at Peahi, Hamakualoa, above Halauololo, adjoining Halehaku...	—	—	—	2	Olona	See Testimony (6510 OO)
Wm. Harbottle	Helu 2937	Opana & Waipio	3:701	...Here are the lands taken by the King, Opana, Waipio and Kumuniu, on Maui. These lands were given to John Harbottle (father of William Harbottle) by Kamehameha I...	—	—	—	—	—	See Testimony
Keoni Ana	Helu 8515	Halehaku	3:708	Ahupuaa of Halehaku, Hamakua, Maui. (Alii Awardee)	—	—	—	—	—	See Testimony
Ouli	Helu 4697	Hanawana & Puumaile	4:322-323	I tell you of my claim, it is in the ili of Kaluaopii, in Hanawana first. I got it in the year 1841 from Umiumi, the kahuna of A. Paki, from his land there. Here also is a parcel in Kahauiki, an ili in Hanawa[na]; there are several loi and a dry land field. Here is another claim of mine, two loi in the ili of Keauhou, Hanawana 2. In this claim of mine, there are also places where dry land kalo and wauke are planted; a wai opae (shrimp pond), and several mala olona. These are all my claims in Puumaile; gotten in the time of Haaheo, wife of Kaiko. given to me by Puu, from the time when Kaiko was living there, to the present.	—	5+	—	6+	Loi Kalo Wauke Opae Olona	N/A

Nawaiki	Helu 4794 (see Helu 5361)	Makaiwa, Papaaea, Hanawana & Haiku (Waiakoa)	4:327	My claim is in the Ahupuaa of Makaiwa, gotten from Kaiko in the Year [18] 20; held to this time, and now under Kekauonohi. Here is a claim of mine, an ili in the Ahupuaa of Papaaea, gotten from Kapaleaumoku in 1836. My right in this land is to this time, under Kekauonohi. I have a claim for a kihapai at Hanawana. There is also a claim for a kihapai wauke at Haiku. Kaonohimaka gave this to me in 1844, and to this time. There is also a field of uala kahiki at Kula, Waiakoa...	—	—	—	2	Wauke	See Testimony
Kealoha	Helu 4796	Waipio, Honopou, Honokala & Holawa	4:328	I have claim for property which I got from my parents, it was theirs from the time of Kamehameha I. I have a kihapai at Waipio, and a place at Ukake in Honopou. I also have some kihapai at Honokala. There are also kihapai at Holawa. Jan. 17, 1848	—	—	—	4 +	—	See Testimony
Halau	Helu 4806	Papaaea	4:329	My land is in the ili of Kualele at Papaaea nui. I got it in 1835 from Iwa.	—	—	—	—	—	N/A
Kahaule	Helu 4919	Kapaaea (Papaaea)	4:335	My claim is at Kapaaea, in the ili named Kanalimahooa. I got it from my kupuna, who got it at the time of the Peleleu [ca. 1795]. This is where I live to this time. There is another kuleana, with much water and 15 loi. It is at Kualele, in Kapaaea. Gotten from Kekaualeleiki in 1846.	(1)	15	—	—	Loi (Kalo)	See Testimony

Kekahuna	Helu 4965	Papaaea	4:338	Aweuweu is the name of my property, it is an ili in Papaaea. I got it from my father in 1835. I also have a kuleana in Puua, an ili in Papaaea, gotten from my mother in 1835. Another kuleana is in the ili of Pahala, in Papaaea, it is my own, gotten from Iwa in 1835. January 14, 1848	—	—	—	—	—	See Testimony
W.P. Leleiohoku	Helu 9971	Napuumaile Hanawana Kuiaha	4:502- 506	...Napuumaile, District of Hamakualoa: Hanawana; Kuiaha; (page 503)... (Alii Awardee)	—	—	—	—	—	See Testimony
Namauu	Helu 10474	Ulumalu	4:558- 559	Ahupuaa of Kaupakulua and Ulumalu, Hamakualoa, Maui. (page 559) (Alii Awardee)	—	—	—	—	—	See Testimony
Kahanauwaha	Helu 5130 (see also Helu 6510F)	Honokala Waipio	5:9	My claim is for three ili aina, their names are Maui, Kauhuiula, and Puu o Kaupu. There are places here and there, that are cultivated, one with 4 loi, another with 10 loi, at Waipio. There is also a mala ie. This is my right from the year 1841...	—	14	—	1	Loi (Kalo) ie	See Testimony
Kaauwai	Helu 5160	Honopou	5:12	At Honopou, Lanikahuli, the ili aina of Kuuwewa. It is the claim of Kuuwewa and her husband Hai. His wife is a relative, they are both blind. Kawai will see to it.	—	—	—	—	—	N/A
Kaumiu	Helu 5161	Hanawana	5:12-13	My claim is for the ili of Kukule, gotten from my parents in the time of the ai kapu...It is at Hanawana. There is also a claim at the shore, it is an ili of Hanawana, gotten in the time of Kamakini... There is also a claim for the ili of Kawaihae at Hanawana Second. There are 9 loi in Hanawana	—	15 +	—	—	Loi (Kalo)	N/A

				first. There are three loi at Alae. There are also several loi at Kauiia.						
Naone	Helu 5208	Waipio, Puolua, Honokala	5:18	(At) Waiohiwi, two loi. (At) Lanikahuli, two loi; 4 all together. At Waipio we purchased Kamoanalauhulu a hau patch at Kaluaalaea. For ten [dollars ?] 12 cents. (At) Puolua there are five loi, so all together there are 9 loi claims of mine. At Hamakua. In Honokala lalo, there is an ili claim for Naone. Securing several loi at Keawaula, and moo uala, as a property for Naone, a relative.	—	12 +	—	1	Loi (Kalo) Hau Uala	N/A
Holoka	Helu 5379	Pauwela	5:49	My kuleana are at Waiokana and Ulukoa, in Pauwela.	—	—	—	—	—	See Testimony
Hoomaikai, Halelo & Kealawela (Kealawaia)	Helu 5393 (see also Helu 5393B)	Halehaku & Kuiaha	5:50-51	1. At Halehaku, I have several claims for kuleana land. An ili of loi at Pohakoale; an ili on the kula of Pulauea; a kahawai Opae (stream with shrimp); and 2 wai Olona (watered Olona patches) at Keahoiki, Wailua. By Hoomaikai, Halehaku. 2. My claim is in the ili of Kupouamoa (Kuiaha). (by) Halelo at Kuiaha. 3. Kuiaha. My kuleana claim is in the ili of Opihi, there is 1 loi at Poeleele, and one moo uala at Okanalua. By Kealawela at Kuiaha.	—	1	—	3 +	Loi (Kalo) Opae Olona Uala	See Testimony
Kapaa	Helu 5419	Haiku	5:55	My claim is 12 uala patches, 7 loi kalo, and 1 wauke patch. My claim is at Maliko, my residence is there also.	1	7	—	13	Uala Loi Kalo Wauke	N/A
Kaauai (Kauahi)	Helu 5423	Halehaku	5:55	Kauahi has a kuleana at Halehaku. There are	1	—	—	3	Olona Pa hale	See Testimony

				three Olona patches; there is also a section at Peahi; and a pa hale set aside for Kauahi.						
Kauaililea	Helu 5426	Pauwela	5:55	My kuleana is at Papaholahola, Pauwela. There are several loi and trees also.	—	3 +	—	—	Loi (Kalo) & various trees	See Testimony
Manoa	Helu 5464 (see also Helu 6510D)	Holawa	5:62-63	My kuleana is in Kauhamano, an ili in Holawa, gotten from my parents in the time of Kamehameha first. I also have another claim, one loi, in the ili of Opae, at Holawa. I also have an ie patch in Kahikiloa.	—	1	—	1	Loi (Kalo) ie	See Testimony
Hilawe	Helu 5516	Holawa	5:63	My kuleana is at Puukaaha, an ili in Holawa. I have cultivated it at various locations.	—	—	—	—	Mahi	See Testimony
Moua (Mua)	Helu 5516 B	Holawa	5:63	My kuleana is in Kuahanahana at Holawa. I have cultivated it at various locations.	—	—	—	—	Mahi	See Testimony
Kaio	Helu 5516C	Holawa	5:63	My kuleana is at Halenoni, an ili in Holawa, Hamakua. I have cultivated it at various locations.	—	—	—	—	Mahi	See Testimony
Oopu	Helu 5516D	Holawa	5:63-64	My kuleana is at Kauhamano, an ili in Holawa. I have cultivated it at various locations.	—	—	—	—	Mahi	See Testimony
Poohina	Helu 5516E	Holawa	5:64	My kuleana is at Kawaipapa, an ili in Holawa. I have cultivated it at various locations.	—	—	—	—	Mahi	See Testimony
Kaliki Helu	Helu 5516F	Honopou	5:64	My kuleana is at Kuamoohua, an ili in Honopou. I have cultivated it at various locations.	—	—	—	—	Mahi	N/A
Koleamoku, Kaii, Kanihoe, Kaihe & Kauhi	Helu 6234	Opana & Haiku	5:262-263	January 26, 1848 1. My kuleana land consists of 2 loi kalo, 2 cultivated uala fields. They are at Haiku, of Kaonohimaka. by Kaii. (see Helu 3905 B & 6510	1	68	—	11	Loi Kalo Uala Kulana hale Wauke	See Testimony

				<p>K) 2. My kuleana is 9 loi kalo, and a separate ili, by the name of Puaihao. by Kanihoe. (see Helu 3304 D) 3. My kuleana is 18 loi kalo, 1 mala kalo, 1 mala wauke, and 1 kulana hale (house), the name (of the place) is Wailea. by Kaihe. (see Helu 6510 M) 4. My claim is a different ili, and another ili with 32 loi kalo, at various locations. by Kauhi. (see Helu 6510 XX) 5. My claim is also 2 uala gardens and 1 wauke garden. by Kaili (1). (see Helu 3905 B & 6510 K). Here is my kuleana claim. There are different ili, 1 ili with uala at Luahinepii. 1 mala kalo at Maloa. 2 gardens, 7 loi kalo. My kuleana are in Opana. By Koleamoku.</p>						
Kanui	Helu 6249	Hanawana	5:271	Hanawana Ahupuaa, Hamakua, Maui is for Kanui.	—	—	—	—	—	See Testimony
Esera Kauwahi (Six additional residents referenced, names not given)	Helu 7140	Uaoa	5:286	My land claim is at Hamakualoa, Maui, Uaoa is the name of the Ahupuaa; it was gotten from the King in 1831. There are six people below me in this Ahupuaa.	—	—	—	—	—	(see Helu 8624)
Kawaha	Helu 6454 (see also Helu 6510I)	Halehaku	5:373	This is a claim for my cultivated lands and place of residence. Puukii is a dry land parcel. Kalaimahina is where my loi are. At Waiki there are also two loi, and at Kahakiki, I have four loi; and a dry land piece. Kulihai is a dry land parcel, and it is covered with woods.	1	6 +	—	3	Loi (Kalo)	See Testimony

Kipu, Ku & Kamakaeu	Helu 7768	Haiku	5:454	I have 7 loi kalo at Haiku, also a hale (house), and 3 uala patches at Haiku of Kaonohimaka... By Kipu. My claim is for 2 loi kalo at Haiku of Kahaleohu. I also have an ili in which uala are cultivated, 9 patches at one place, 2 patches at another, and 9 patches at another place. It is here in Haiku of Kaonohimaka... By Ku. (see Helu 6510 L) We tell you our claim. I have six loi kalo in Haiku of Kahaleohu; there are also six uala patches in Haiku of Kilion Kaonohimaka... By Kamakaeu. (see Helu 6510 O)	1	15	—	29	Loi Kalo Uala	See Testimony
Kalua	6487 (see also Helu 3542)	Honopou	5:437	[Claims aina on Oahu, Hawaii, and Maui.] 1 cultivated kula at Hamakualoa, Maui....	—	—	—	1	—	See Testimony
Nalopi	Helu 3336	Kuiaha, Pauwela & Haiku	6:62	January 30, 1848 My kuleana is at Hamakua, Kuiaha, the section of land is Kupouamo. Kula lands at Ulupepe, Poholauhala, Kunapopo. The kulana hale (house) claim is at Haiku. At Pauwela there is an uala patch. These are my kuleana lands, loi, kula, two hala trees, and two houses. 1 at Pauwela and 1 at Kuiaha.	2	1	—	2 +	Loi (Kalo) Kulana hale Uala Hala	See Testimony
N. Paele	Helu 3829	Pauwela & Kuiaha	6:125	January 12, 1848 I have a claim at Pauwela, three ili, gotten from Kalola and Kamehameha I, and through Kamehameha II and Kamehameha III. From my kupuna, parents, and to me. Daniel li is the overseer of the poalima (lot). There is	—	7	—	—	Loi (Kalo) Poalima (1)	See Testimony

				also a kuleana at Kuiaha, seven loi.						
Nalopi	Helu 3904	Kuiaha & Haiku	6:134	My kuleana is in the ili of Kupauomanoa (Kupouamoa), and the ili of Kalanipali. Gotten from Keaka, to Nailiili, to my parents, and to me. I have a kuleana in the ili of Akaehewa, gotten from Kaonohimaka. At Haiku, Hamakualoa.	—	—	—	—	—	N/A
Laikona	Helu 3904B	Haiku	6:134	I have a kuleana in the ili of Kahaleula, gotten from Keaka, then Nailiili, and to me. At Haiku, Hamakua, Maui.	—	—	—	—	—	N/A
Nahinu	Helu 3905 (see also Helu 6510VV)	Haiku, Pauwela & Kaupakulua	6:134	I hereby tell you of my land claims. Nukupono is a kuleana (right), one section is a kai (fishery), gotten from my parents in 1832, upon the passing of Kaahumanu. At Haiku. My claim is also at Waikina, Pauwela is the Ahupuaa, held for 17 years. Sections of the land are in kalo, and others are open kula. Also, the claim is for Haliipali, at Pauwela, where we reside. Held since Armstrong has been at Hamakua. Here also is my claim at Puuolono, in Kaupakulua, held since 1847. Also at Kaupakulua Ahupuaa, is a kuleana gotten from Kekio. I've been there two years..	1	—	—	1 +	Kula Fishing Rights Kalo	See Testimony
Kaili	Helu 3905B & 3905	Pauwela	6:135	The claim is at Haliipali. A section is kula, and another section is a loko (pond).	—	—	—	1	Loko	See Testimony
Kolia	Helu 3905C	Kuiaha	6:135	Olowau is a kula parcel for kalo.	—	—	—	1	Kalo	See Testimony
Keliiaa	Helu 3905D	Pauwela	6:135	Here are the claims of Keliiaa, Noni a kai (fishery), a kula land and	—	—	—	1	Fishery Kalo	See Testimony

				a kalo land. The right was given by Aiawale, and held to the present. At Pauwela.						
Koki	Helu 3905E	Haiku	6:136	The claim is named Hookano, at Haiku the name is Pohakuloa. It is kula land and kalo land, gotten from his parents.	—	—	—	1	Kalo	N/A
Konohia	Helu 3905F	Kaupakulua	6:136	The claim at Paehala is a kai (fishery). Another claim is for kalo land. It is an old right, from the time of Kaualeleiki. It is at Kaupakulua.	—	—	—	—	Fishery Kalo	See Testimony
Keonekapu (Keonepahu)	Helu 3905G	Peahi	6:136	Peahi is the Ahupuaa, Waiau is the kuleana land. There is land of kalo, kula, Olona, and Ei [ie], and a Kahawai (stream).	—	—	—	4 +	Kalo Olona (Ie) Kahawai	See Testimony
Kuewa	Helu 3905H (see also Helu 6510T)	Peahi	6:136	The kuleana is in Hukioho. There is a kai (fishery), also sections of kula and kalo land. It is at Paeaki (Peahi).	—	—	—	3 +	Fishery Kalo	See Testimony
Kuhaohao	Helu 3905I	Halehaku	6:136	The kuleana is in Halehaku, the name is Kahapapa. There is kalo and kula (land), some Olona and ie, and a Kahawai (stream valley).	—	—	—	4	Kalo Olona Ie Kahawai	See Testimony
Piopio	Helu 3905K	Halehaku	6:137	My kuleana is at Halehaku, it's name is Keamahole. There is kalo and kula (land), also an area of Olona and ie, and a Kahawai.	—	—	—	4	Kalo Olona Ie Kahawai	See Testimony
Haleole	Helu 3969	Haiku & Kuiaha	6:140-141	January 11, 1848 My claim at Haiku is for five kihapai uala, gotten from Kaonohimaka. Also at Haiku, of Kahaleohu, there are kihapai uala, and loi kalo. 2 kihapai uala are before Kalanikahua. At Kaluakini there are 20 loi kalo. There is also another iii	1	22	—	8	Uala Loi Kalo Pa puua Punawai Kulana hale	See Testimony

				named Pulehu. There are also kihapai uala gardens and 2 loi kalo at Kuiaha. I also have a pa puua (pig enclosure), and a kulana hale (house), Kalanikahua is it's name. The pa puua is within the lot. There is a punawai (spring) within the enclosure, and my horse is kept there.						
Hao	Helu 3970 (see also Helu 5490)	Kuiaha	6:141	My property claim is at Kuiaha, named Kaluakaholua. It was from my grandparents, and parents to me. I also have 4 loi kalo at Waiokana, and a place on the stream where kalo is planted in mounds (kipi Kahawai), 5 ohia, and 6 cultivated loi below there. There are also 14 pieces planted in uala.	—	10	—	14 +	Loi Kalo Uala Kipi Kahawai Kahawai	See Testimony
Kapohaku	Helu 4120	Maiko, Haiku	6:146	January 12, 1848 My kuleana is at Haiku, gotten from Kaonohimaka. There are 8 kihapai uala, 2 kihapai wauke, and 6 loi kalo at Haiku of Kahaleohu.	—	6	—	10	Uala Wauke Loi Kalo	See Testimony
Kaai & Kealoha	Helu 4121 (see also Helu 4121B)	Haiku	6:146	...Our kuleana is in Pahala 2, and Waiki. Gotten from our kupuna, and parents who are now dead. (Kaai and Kealoha – siblings)	—	—	—	—	—	See Testimony
Kaianui	Helu 4128	Haiku	6:147	January 11, 1848 My kuleana is a kalo land, an ili in Haiku. Its' name is Maunaoui. There is also a kihapai uala.	—	—	—	1	Kalo Uala	See Testimony
Kahoohanohano	Helu 4131	Kuiaha	6:147	Jan. 11, 1848 Keonekapu is the Konohiki, Kuiaha is the Ahupuaa, Kanoiloa is the name of the ili, my kuleana is there. There is also a kuleana, which I have cultivated under	—	3 +	—	—	Loi Kalo	See Testimony

				Kahaleula, there are several loi kalo.						
Kaai	Helu 4133	Kuiaha	6:148	January 11, 1848 My kuleana is in the ili of Kahelu, in the Ahupuaa of Kuiaha. There are also some properties that I have at other locations. At Poeleele, there are 15 loi, at Kahaloa there is 1 loi. There are several puu uala (sweet potato mounds) at Ano. At Kikoikua there are 4 moo uala, and 1 cliff side patch at Pohakaiole.	—	16	—	7 +	Loi Kalo Uala	See Testimony
Hanauapuaa	Helu 4134	Kuiaha	6:149	My kuleana lands are under the property of Kapihe, three parcels at Ululoloa, in the Ahupuaa of Kuiaha. At Nukuwai First, I have 29 loi. At Nukuwai second, I have 7 loi, and at Nukuwai Third I have 11 loi. At Ohia, there are 11 loi. At Kulanapoi there are 14 loi. At Poeleele there are 18 loi. I also have uala growing on the slope (he wahi pali uala), and a awawa (gulch) with wauke, and the ala (trail) to there. At Kaheho there are 4 loi, and wauke on the slope, and niu (coconut trees). These are my kuleana, held from Kamehameha I to Kamehameha III, where my kupuna and parents, and I have lived.	—	94	—	—	Loi Kalo Uala Wauke Niu Ala (trail)	See Testimony
Kahale	Helu 4136	Kuiaha	6:149	January 11, 1848 Kuiaha is the Ahupuaa, Keonekapu is the Konohiki. At Kaheho there are 5 loi kalo. At Poeleele there are 5 loi kalo. At Ululoloa there are 7 loi. There is also a kula uala field with 8 gardens. I also	1	17	—	8	Loi Kalo Uala Kauhale	See Testimony

				have a kauhale (house) claim.						
Kapela	Helu 4137	Kaupakulua	6:150	January 11, 1848 The Ahupuaa is Kaupakulua, Kanehoalani is the Konohiki. My kuleana is named Kaluaalaea. There are also several cultivated loi below Wailapa, 5 loi and 5 uala gardens.	—	5	—	5	Loi Kalo Uala	See Testimony
Kekahuna	Helu 4138	Kuiaha	6:150-151	The Ahupuaa is Kuiaha, the ili is Kapii, that is my claim. My land extends to the forest. I also have a kuleana at Poelele, 8 loi, 5 loi at Pohakaiole, and 2 loi. I also have some kula planted with uala, at Kikoiakua are 2 uala patches, at Pohakaiole is 1 uala patch.	—	13	—	3 +	Loi Kalo Uala	See Testimony
Mahiai	Helu 4516	Kuiaha	6:176	I have several claims for loi. In the ili of Kaohe, there are 23 loi, gotten from Kupa and Almoo, at Kuiaha second. There are also claims of mine in Kawailoa and Kalapauila, in Kuiaha II.	—	23 +	—	—	Loi (Kalo)	See Testimony
Kapihe	Helu 4517	Kuiaha	6:177	My claim is in the ili of Ululoloa, gotten from Keaka, Moe, Kahi, and Hapai.	—	—	—	—	—	See Testimony
Kekanaka	Helu 4518	Kuiaha	6:177	My claim is in the ili of Kahaleula, gotten from Keaka, to Nailiili, to Laikona, and to me, Kekanaka. At Kuiaha.	—	—	—	—	—	See Testimony
Kaiewe & Kamakau II	Helu 4964B	Hanehoi	6:182	My kuleana is at Wailaahia in Hanehoi, gotten from Keaweamahi, the Konohiki. January 13, 1848	—	—	—	—	—	See Testimony
Keonea	Helu 4964	Puolua	6:182	My kuleana is in Kaulu at Puolua, Hamakualoa.	—	—	—	—	—	N/A
Namokuelua	Helu 4564	Haiku	6:183	My kuleana is at Haiku, in Pahaa 1. Gotten from Kahaleohu, to his	—	—	—	—	—	See Testimony

				grandson Nahaolelua, and from my father.						
Kealoha	Helu 4564B	Haiku	6:183	My kuleana is a kulanahale (house) at Haiku, Nuuomalena is the kula. My right is from 1842. (see also L.C.A. 4121)	1	—	—	1	Kulanahale	N/A
Waiomao	Helu not given	Haiku	6:184	My kuleana is in Haiku, at Maialoa, that is the ili. Gotten from Kaaimalani to Hoaii, and then Kaonohimaka.	—	—	—	—	—	N/A
Daniela li	Helu 4579 (see also Helu 520)	Huelo Pauwela & Haiku (Kalanikahua)	6:185	January 18, 1848 My kuleana are at Hamakua, their names are Huelo and Pauwela. Haloa and Kalalii are the kuleana at Huelo. The ili at Pauwela are Kapuna, Hoopauwahie, and Waikina. I also have a kulanakauhale (house) at Kalanikahua.	1	—	—	—	Kulanakauhale	See Testimony
Kapahu	Helu 4960	Holawa	6:189-190	My kuleana came to me from my parents. They had it in the time of Kamehameha I, Mahiahume was the overseer. Kamehameha I died, then Mahiahume died, and Lohelohe was the overseer under Kamehameha II. Then Kahui was the overseer, and Kamehameha III was the King. Kamokuiki was the overseer, when she died, Kapaakea became the overseer. I reside in the hale at this time...	1	—	—	—	Hale	See Testimony
Kalulo	Helu 4673B	Uaoa	6:192	My claim is the ili of Akahoopua, in Uaoa, Hamakualoa.	—	—	—	—	—	See Testimony
Poohina	Helu 4673 (see also Helu 6510WW)	Halehaku & Peahi	6:192	My claim is for 2 kihapai le at Peahi, and at Halehaku, a patch of Opu olona, and a Kahawai	—	—	—	3 +	le Olona Kahawai	N/A

				(stream). At Peahi, there is some Olona.						
Kuha	Helu 4753B	Opana Halehaku	6:197	January 14, 1848 My claim is for 2 Opu olona, a kihapai (dry land garden), three le kalo (dry land taro fields), and a separate iii. These kuleana extend from Opana to Halehaku.	—	—	—	5	Olona Kalo	See Testimony
Maiola	Helu 4753	Halehaku	6:197	My kuleana has 3 Opu olona, 4 kihapai ie, 1 pahale (house), and 3 loi kalo.	1	3	—	7	Olona, le Pahale Loi Kalo	See Testimony
Kaonohimaka	Helu 4921	Haiku	6:219-220	My kuleana is at Haiku, and there are several iii within it. Here are their names, Puhikoko, Mailehahei, and Kailiili. These are kula lands with uala planted down to the shore. There are two ili for kalo, Kekekuikui and Kiilau. These are my claims at Haiku. I also have a kulanakauhale (house) at Maliko, and an ili of kalo at Pauwela, Noni is it's name.	1	—	—	5 +	Kalo Uala Kulanakauhale	See Testimony
Kukiihahu	Helu 4959	Haiku	6:225	18, January 1848 Palau is the name of my kuleana, it is in the land section of Pahaa, an ili of Haiku. It is a dry land kula, in the distant uplands, given to my parents by Kupihea. I also have a kuleana with two sections of wauke, along the stream of Nao. I inherited it from my parents.	—	—	—	3	Wauke	See Testimony
Kuapuu	Helu 5016	Kuiaha	6:227-228	14, Jan. 1848 My kuleana is in Kuiaha, at Pohakaiole. Hoikapaa is above, Malauea is below, and my right came from them. There are several loi kalo, and dry land fields of uala in my	—	12 +	—	5 +	Loi Kalo Uala Wauke	See Testimony

				kuleana. There are also 9 loi kalo below there, from Kekoa, and a slope with wauke; and a dry land uala field as well, gotten from Kekoa.						
Kaniau	Helu 5086 (see also Helu 5555)	Haiku & Pauwela	6:236-237	[A claim for various lands on Maui and Molokai] ...At Hamakualoa, Haiku, at Ipuwaihaa, there are 4 loi; and at Pauwela, there is one section of land...	—	4	—	—	Loi (Kalo)	See Testimony
Kaualeleiki	Helu 5118	Papaaea Haiku Hanawana	6:239	17, January 1848 My claim is in Papaaea three, gotten from Kaiko in 1820. I also have a Kahawai wauke (stream valley with wauke planted) at Haiku of Kaonohimaka, given me by Pahua in 1845. I have 5 loi kalo at Hanawana, given by Inoino. I also have a mala ie (ieie patch) and a kulanakauhale (house) at Hanawana.	1	5	—	2	Loi Kalo Wauke Ie Kulanakauhale	See Testimony
Kauhihowaa	Helu 5119 (see also Helu 5392 D)	Pauwela, Hanawana	6:240	My claim is for 9 loi kalo, in Pauwela. I also have a kuleana at Kanemoeala , and ili in Pauwela. Daniela is the witness.	—	9	—	—	Loi Kalo	See Testimony
Kanehoalani	Helu 5123	Kaupakulua, Kuaiaha	6:240	January 18, 1848 My kuleana are in the Ahupuaa of Kaupakulua, Maumau is my kuleana, gotten from Kamehameha I, when my kupuna lived on it. There are kuleana at Ulukaa and Pohakii and in the forest at Kapuku, Kauoha and Poiwi. These are my own kuleana. There are also some below, that I cultivate from Makale, there is one loi, and at Kuaiaha, there are 10 loi kalo. At Kaupakulua first,	—	11	—	3 +	Loi Kalo Uala Wauke Maia	See Testimony

				Pohoiki is the name of my Kuleana. There is a dry land uala patch, a Pali with wauke, maia are also planted, and all the things needed for my living and for my wife, children, and loved ones. Here also is something that I forgot, an uala field at Kapahi, gotten from Kamealoha.						
Kamohai	Helu 5162	Hoolawa	6:243-244	Komoiki sold Honokala to Hoapili, and Holawa went to Kamokuiki. Kamokuiki told me to return to and live at Holawa, she gave me an ili at Holawa. There are many loi, a large area of kula, and a Kahawai (stream). The witnesses are Kapahu, Aukukui and Kealoha. [Also describes old kuleana rights at Hana...]	—	4 +	—	1	Loi (Kalo) Kahawai	See Testimony
Kanui	Helu 5250	Hanawana 2	6:252	My kuleana is the ili of Kawaihae at Hanawana second, Hamakua. Also at Keauhou second, I have Olona patches and many things that I care for.	—	—	—	2 +	Olona	See Testimony
Uheke	Helu 5250B & 5250	Honokala	6:252	Paamau in Honokala, that is my land of Keawaula.	—	—	—	—	—	See Testimony
Pihao	Helu 5250F & 5250	Honokala	6:252	My land is Malena at Honokala.	—	—	—	—	—	N/A
Iseraela	Helu 5250C & 5250	Honokala	6:253	It is Kahei at Honokala, there are six loi, it is an ili.	—	6	—	—	Loi (Kalo)	See Testimony
Pilipili	Helu 5344	Pauwela	6:274	My kuleana, gotten in 1841, is at Waikina, Pauwela, Hamakualoa. Here is another claim, at Puukoa in Pauwela. 23, Jan. 1848	—	—	—	—	—	See Testimony
Nawaiiki	Helu 5361 (see also Helu 4794)	Makaiwa & Papaaea	6:276	My kuleana are two Ahupuaa, Makaiwa is one, and Papaaea iki is the other. My right is from Kaiko, and when he died, it went to Kaukuna, and	1	2	—	7 +	Pahale Loi Kalo Hala Uala Olona	See Testimony

				when he died, it went to Kekauonohi, and I am below her. I also have a pahale (house) lot at Hanawana. There are also several dry land gardens at Hanawana, one loi, one dry gulch and dry land kalo, in it. There is also a dry land section with hala trees. At Hanawana second, there is one loi kalo, and one uala patch. There is also several wet areas with Olona growing at Papaaea.						
Huluhulu	Helu 5392	Waipio	6:281	My kuleana is at Kapalaoa second, Waipio.	—	—	—	—	—	See Testimony
Kawahine	Helu 5392B & 5392	Hanehoi	6:281	My kuleana is at Kaiwa, Hanehoi.	—	—	—	—	—	See Testimony
Makapowahine	Helu 5392C & 5392	Puolua	6:281	My land is at Popolonui, at Puolua.	—	—	—	—	—	N/A
Kauhihoewaa	Helu 5392D (see also Helu 5119)	Hanawana	6:281	My kuleana is several loi kalo, an uala field, and a pa (house lot) at Hanawana.	1	3 +	—	1	Loi Kalo Uala Pa	See Testimony
Moenalauhulu	Helu 5392E & 5392	Waipio	6:282	My kuleana is at Alele, in Waipio.	—	—	—	—	—	See Testimony
Unu	Helu 5392F & 5392	Huelo	6:282	My kuleana is at Kahuku, in Huelo.	—	—	—	—	—	N/A
Kanakaokai	Helu 5392G	Huelo & Puolua	6:282	My kuleana is for the things which I have done with my hands, many loi at Huelo and Puolua.	—	3 +	—	—	Loi (Kalo)	See Testimony
Nika	Helu 5392H & 5392	Waipionui	6:282	My kuleana is at Pahoa, in Waipionui.	—	—	—	—	—	See Testimony
Kauhi	Helu 5392I	Honokala	6:282	My land is at Kaluanui in Honokala, Hamakualoa. There are several places cultivated.	—	—	—	—	Mau wahi mahi ai	See Testimony
Makahikipuni	Helu 5392K	Honopou	6:282	My land is at Kapapaanae in Honopou. It is my own ili, given by the Konohiki, there are many loi there.	—	3 +	—	—	Loi (Kalo)	See Testimony
Kanoa	Helu 5420B (see also Helu 3304C)	Haiku	6:288	Haiku. 24, Jan. 1848 My ili is Auwaiokane, gotten from my parents who had it from Kalohi. It is our	—	—	—	—	Auwaiokane	See Testimony

				claim, for myself and my older brother.						
Kulaamea	Helu 5420	Haiku	6:288	I have a kuleana at Haiku first, Kahalaupukii is my ili, gotten from Kaonohimaka.	—	—	—	—	—	See Testimony
Kekahuna	Helu 5421	Haiku with Haliimaile & Hamakuapoko	6:288-289	[see also entry for Hamakuapoko] ...At Haiku, Kekahuna also has a mahina [uala garden], at the Pali of Kapuna, a place that he has walled in with his own hands.	—	—	—	1	Uala	See Testimony
Naeole	Helu 5439	Haiku	6:293	My kuleana is for 5 uala patches and 6 kalo patches. My hale (house) claim is in Maliko.	1	—	—	11	Kalo Uala Hale	See Testimony
Palea	Helu 5451	Honopou	6:294	At Honopou, the land of Kealiihonui, I have two claims at Lukue and Kahauiki. At Lukue there are 25 loi kalo and 4 slopes with uala plantings, up to my hale. At Kahauiki there are five loi kalo, 3 mounds (kalawa), and 4 uala patches. It is in the woods and ie. (MA 7:453)	1	30	—	12	Hale Loi Kalo Uala Ie	See Testimony
Pia	Helu 5452 (see also Helu 10650)	Honopou	6:294	My kuleana is at Honpou, the land of Kealiihonui. At Mauluku there are six loi, one kalawa, and one cliff with wauke. At Manohale there are 13 loi kalo, five uala fields, three kalo mounds (kalawa), and a kulanahale (house).	1	19	—	10	Loi Kalo Wauke Uala Kulanahale	See Testimony
Paele	Helu 5453 (see also Helu 5453D)	Haiku	6:295	January 20, 1848 My kuleana is 12 kuleana mahi uala (sweet potato gardens), 6 kalo gardens, and 1 wauke field. My kauhale (house) is at Kahei, in Haiku.	1	—	—	19	Uala Kalo Wauke Kauhale	See Testimony
Auaea	Helu 5453B	Haiku	6:295	January 20, 1848 My kuleana is two kihapai uala, 12 kihapai kalo, 2	1	—	—	16	Uala Kalo Wauke Kulanakauhale	N/A

				kihapai wauke, and my kulanakauhale (house).						
Kalino	Helu 5453C	Haiku	6:295	January 20, 1848 My kuleana is 15 kihapai uala, a kihapai mahi wauke, and my kauhale (house) at Maliko, in Haiku.	1	—	—	16	Uala Wauke Kauhale	See Testimony
Moi	Helu 5459	Hanehoi & Waipio	6:297	My kuleana is the ili of Ohia at Hanehoi, Hamakualoa, and also many places with loi at Waipio.	—	3 +	—	—	Loi (Kalo)	See Testimony
Kaleo	Helu 792	Hanehoi	6:297	My kuleana is at Mohala, in Hanehoi, Hamakualoa. Gotten from the konohiki.	—	—	—	—	—	N/A
Papaiakea	Helu 5459B	Puolua	6:298	My kuleana is at Kuaikawakawa in Puolua. There are many loi at various locations.	—	3 +	—	—	Loi (Kalo)	See Testimony
Paukei	Helu 5459C	Huelo	6:298	My kuleana is at Pohakoale in Huelo. There are many loi at various places which are mine.	—	3 +	—	—	Loi (Kalo)	See Testimony
Kaalae	Helu 5459D	Papaaea	6:298	My kuleana is the ili of Waikawiki, in Papaaea. I have cultivated various locations.	—	—	—	—	Mahi ma kahi e	See Testimony
Kuluwaimakalani	Helu 5459E	Huelo	6:298	My kuleana is at Kamakauke in Huelo. There are many loi at various locations.	—	3 +	—	—	Loi (Kalo)	See Testimony
Kaahaiea	Helu 5459F	Huelo	6:298	My claim is at Palau in Huelo. There are many loi in various places.	—	3 +	—	—	Loi (Kalo)	See Testimony
Mahoe	Helu 5459G	Huelo	6:298	My kuleana is at Kahaloa in Huelo.	—	—	—	—	—	See Testimony
Kaaeae	Helu 5459H	Hanehoi	6:298	My kuleana is at Opuoloolo in Hanehoi.	—	—	—	—	—	See Testimony
Poohina	Helu 5459I	Honokala	6:298	My kuleana is at Ha in Honokala.	—	—	—	—	—	See Testimony
Kamanu	Helu 5459K	Waipio	6:299	My kuleana is at Pohakuloa in Waipio.	—	—	—	—	—	See Testimony
Kahi	Helu 5459L	Puolua	6:299	My kuleana is at Puulahokole in Puolua.	—	—	—	—	—	N/A
Paleku	Helu 5459M	Hanehoi	6:299	My kuleana is at Kaiwa in Hanehoi.	—	—	—	—	—	N/A

Olomele	Helu 5459N	Hanehoi	6:299	My kuleana is at Pohakoale in Hanehoi.	—	—	—	—	—	See Testimony
Hewahewa	Helu 5459O	Honopou	6:299	My kuleana is at Papuaa in Honopou.	—	—	—	—	—	See Testimony
Puuheana	Helu 5459P	Honopou	6:299	My kuleana is at Pohaku in Honopou.	—	—	—	—	—	N/A
Kaluhiauhee	Helu 5459Q	Huelo	6:299	My kuleana is at Kawahaokapuaa in Huelo.	—	—	—	—	—	See Testimony
Pahia	Helu 5459R	Huelo	6:299	My kuleana is at Pulehu in Hamakualoa.	—	—	—	—	—	See Testimony
Nao	Helu 5459S	Huelo	6:299	My kuleana is at Kalalii in Huelo.	—	—	—	—	—	See Testimony
Lalahili	Helu 5459T	Puolua	6:299	My kuleana is at Kawapapulua in Hamakualoa.	—	—	—	—	—	See Testimony
Kepio	Helu 5459U	Waipio	6:300	My kuleana is at Makaku in Waipio.	—	—	—	—	—	See Testimony
Kaliki	Helu 5459[V] & 5516F	Honopou	6:300	My kuleana is at Kumoohua in Honopou.	—	—	—	—	—	See Testimony
Paaluhi	Helu 5459W	Halehaku	6:300	My kuleana is at Pohakuloa in Halehaku.	—	—	—	—	—	See Testimony
Imihia	Helu 5459X	Honopou	6:300	My kuleana is at Puniawa, Kaulukanu in Honopou.	—	—	—	—	—	See Testimony
Keahi	Helu 5459Y	Puolua	6:300	My kuleana is a wai Olona (a wet area of Olona growth) in Holawa.	—	—	—	1	Olona	See Testimony
Hao	Helu 5490	Kuiaha & Pauwela	6:303	My kuleana is an ili at Kuiaha, Kaluakoholua is its name. There are many loi at Kuiaha second, eight at Kuiaha, and a place with uala mounds. At Pauwela there are several loi, and at Kuiaha, several uala mounds, gotten from my parents.	—	12 +	—	4 +	Loi (Kalo) Uala	See Testimony
Hookaea	Helu 5491	Kuiaha	6:303	My kuleana is at Kuiaha, it is an ili in Kuiaha, named Kapili. At Kaheho I have four loi, I also have several places along the cliff for potatoes, and potato mounds. At Kaopili, Kapuaa, Papalo, and Kuiaha, there are uala mounds, gotten from my parents.	—	4	—	6 +	Loi (Kalo) Uala	See Testimony

Kulahola	Helu 5492	Kaopa & Haiku	6:303-304	My kuleana is at Opelepela in Kaopa, the Ahupuaa. I have two Kihapai there. There is also one Kihapai at Haiku... Kopa is the Konohiki at Haiku... I have had the Kihapai at Haiku for 3 years.	—	—	—	1	—	See Testimony
Kekaa (Kekoa)	Helu 5493	Halehaku	6:304	My kuleana is at Halehaku, from Nahaolelua. There is also an ili gotten from Kapoe, in this claim. There are also five loi gotten from Kulani. Also, above this ili claim, there are many trees, kukui, ohia, Kaa, and Puhala. There is also my kauhale (house), and some kula lands, and 3 pauku kahawai (stream side parcels).	1	5	—	3 +	Loi (Kalo) Kukui Ohia Kaa (Koa) Hala Kahawai Kauhale	See Testimony
Kuahuikala	Helu 5494 (see also Helu 4594B)	Uaoa	6:305	My kuleana is at Uaoa, land of Kauahi. There are two wauke patches, and three ulu trees there.	—	—	—	2	Wauke Ulu	See Testimony
Naala	Helu 5494 B (see also Helu 6510 YY)	Keaaula	6:305	My kuleana is Keaula, Maliko is the name of the ili. There are 15 loi kalo, several ulu trees, and one niu (coconut tree).	—	15	—	—	Loi Kalo Ulu Niu	See Testimony
Momona	Helu 5494C	Keaaula	6:305	At Keaula I, the ili is named Kipapa. There are 5 loi, and a section of kula. That is my claim.	—	5	—	1	Loi (Kalo)	See Testimony
Napoka	Helu 5494D	Keaaula	6:305	At Keaaula I in the ili of Kapu, there are 10 loi, several ulu trees, several slopes planted with uala, also a kula. That is my claim at Keaaula.	—	10	—	4 +	Loi (Kalo) Ulu Uala	See Testimony
Kepaa	Helu 5495	Honopou Holawa Honokala	6:305-306	25, January 1848 My place is in the Ahupuaa of Honopou, at Kunananiho. There are 14 loi, two dry land planting areas and a cliff-side, uala patch. I have 13 more loi follow,	—	27	—	4	Loi (Kalo) Uala Koa Wai Opae	See Testimony

				and 1 kalawa. Above the ili of Kunananiho, from Keauhau to Waihiloa, there are six koa trees. At Holawa there are 4 Wai Opae (shrimp ponds), and at Halehaku, is a seventh koa tree. (MA 8:320)						
Kauahilahaole	Helu 5497	Peahi & Keaalii	6:306	20, Jan. 1848 My kuleana lands are at Peahi, land of Kinimaka, 1 ili. My kupuna and parents have died, and I am the one who remains. On this ili there are many trees, kukui, kaa, ohia, puhala, and also a section of kula with wauke, maia, lai. There is also an area with Oopu and Opae. At Kealii, in the ili of Piianaia, there are three loi.	—	3	—	1	Kukui Kaa (Koa) Ohia Hala Wauke Maia Lai Oopu & Opae Loi (Kalo)	See Testimony
Kaumakaowakea	Helu 5498	Uaoa	6:306	My kuleana is at Uaoa, land of Kapu, there are three ili, Maialoa and Makeia. There are 20 loi kalo. Also the ili of Ohialoloa second, in this ili there are 8 loi kalo. And in the ili Aulilii there are 38 loi kalo. Also in this ili there are many slopes near the Pali which have uala, and some ulu trees.	—	66	—	4 +	Loi Kalo Uala Ulu	See Testimony
Kahuhu	Helu 5498B	Uaoa	6:307	At Uaoa, the land of Kapu, is where my ili of Kahauiki is. There are 7 loi, several ulu trees, and some dry land uala patches.	—	7	—	3 +	Loi Kalo Ulu Uala	See Testimony
I. Kauhi	Helu 5499	Halehaku	6:307	21, Jan. 1848 My kuleana is at Halehaku, in the ili named Kahai. In this ili there are 3 sections (moo aina), one with 20 loi, one with 8, and another with eight wauke patches. There are also two dry land garden, and 5 loi	—	31	—	10	Loi Kalo Wauke	See Testimony

				kalo in my claim at Halehaku, land of Nahaolelua.						
Kahalela	Helu 5504 (see also Helu 3504 & 3304E)	Haliimaile & Haiku	6:309	...At Haiku, I have a dry land garden with three kalo patches. I've had it for 2 years. Kopa is the Konohiki.	—	—	—	3	Kalo	See Testimony
Kaaukai	Helu 5506	Halehaku	6:310	My kuleana is in the ili of Ululoloa, and I have cultivated it at various locations. I also have an upland section above there.	—	—	—	3 +	—	See Testimony
Kawaahuliha	Helu 5507 & 6510 Y	Uaoa	6:310	My kuleana is at Uaoa in the land of Kapu, within it are 30 loi kalo, 4 ulu trees, and also some kukui and ohia trees.	—	30	—	—	Loi Kalo Ulu Kukui Ohia	See Testimony
Kanui	Helu 5507	Uaoa	6:310	My kuleana is at Uaoa second, it is mostly open lands, with only a small area suitable for cultivation. I have three pauku maloo (dry land parcels). That is my claim at Uaoa of Kauahi.	—	—	—	3	—	See Testimony
Kapaahili	Helu 5508	Halehaku	6:310-311	My kuleana is at Halehaku. I have cultivated it at various locations.	—	—	—	—	Mahi	See Testimony
Kekahuna	Helu 5510	Honpou & Halehaku	6:311	24, January 1848 My kuleana is a place where I have cultivated here and there. I also have several koa trees at Halehaku and some at Honopou.	—	—	—	—	Mahi Koa	N/A
Kamaka I	Helu 5511	Kealii	6:311-312	My kuleana is at Keaalii II, land of Piianaia, at Kaluaaaoa. There are 8 dry loi, three uala patches on the slopes, a kula parcel, and one kauhale (house).	1	8	—	4	Loi (Kalo) Uala Kauhale	See Testimony
Kamaka II	Helu 5511 B	Kealii	6:312	Kamaka's second claim is below Paimahinahina, at Kakamako second. I do not know the value of that claim, there is a cliff section where wauke	—	—	—	3	Wauke Uala	N/A

				grows, and two hollows for uala. That is all that is good in that place.						
Kulani	Helu 5512	Halehaku	6:312	My kuleana is from the old people and now to me. In the ili of Papane, I have several land sections, one with five loi, others with four, four, five, three, and three loi, (24) all together. There are also many kukui, koa, and ohia trees. Also a stream with Oopu and Opae at Kawailoa. There is a wauke patch, and place where I cultivate uala at Kawailoa.	—	24	—	2	Loi (Kalo) Kukui Koa Ohia Kahawai Oopu & Opae Wauke Uala	See Testimony
Pohailele	Helu 5514	Peahi Halehaku & Opana	6:313	My kuleana is at Peahi, land of Kinimaka. There are two ili. My kupuna and parents are dead, and it is I who am here. Within these ili are many kukui, koa, ohia, and puhala trees, and a dry land field (kula). At Halehaku, there is a moku ie (section of ieie), and below, there is kalo, gotten from Keawe. At Opana there are two moku ie, and a kalo patch below there. It is Opana, the land of Aikake.	—	—	—	4 +	Kalo Kukui Koa Ohia Hala Ie	See Testimony
Pekupeku	Helu 5515	Peahi & Halehaku	6:314	My kuleana is not an ili, just some cultivated parcels. There are three loi gotten from Nika, also a house from Kekahuna. There are some koa, kukui, and puhala trees, and a kula section, with the kulanakauhale (house). My kuleana is in Peahi, land of Kinimaka. At Halehaku there is a section of land, and a section with ie growing in the forest. At this ie place, there are two koa for	1	3	—	2 +	Loi (Kalo) Koa Kukui Hala Ie Kulanakauhale Koa Waa	See Testimony

				canoes (waa). These are my kuleana from Nahaolelua.						
Haolelua	Helu 5517	Honopou & Halehaku	6:314-315	Within my kuleana are 10 loi kalo, 4 uala patches, and a stream with Oopu and Opae. That is my claim at Honpou, the land of Kalua. At Halehaku, my ili is Papalua, there are 30 loi kalo, and an uala field.	—	40	—	5	Loi Kalo Uala Kahawai Oopu & Opae	N/A
Mahu	Helu 5518	Keaalii & Peahi	6:315	My kuleana was given to me by Kamaka. There is one ili at Keaalii, the land of Piianaia, the name of the ili is Kihapuna. There are 3 uala patches near the Pali, 15 dry loi, and a dry land field. At Peahi, there is an ili with 9 loi, 1 dry land garden with wauke, 1 uala patch near the cliff, and several koa, and kukui trees.	—	24	—	6	Loi (Kalo) Uala Wauke Koa Kukui	N/A
Napohaku	Helu 5519B	Halehaku	6:315-316	My kuleana is in the ili of Kapalaalaea, and there are three sections of land. One with 6 loi kalo, another with 8 loi, and two uala plantings near the cliff. At Kaholo, there are two uala plantings at the Pali, and six loi kalo. At Kahai, there is one section of wauke, and one section of ie. The woods are above, and the kalo is below. That is my claim at Halehaku, land of Nahaolelua.	—	20	—	6	Loi Kalo Uala Wauke Ie	See Testimony
Mana	Helu 5519 (see also Helu 5519C)	Halehaku	6:316	One of my kuleana is in the ili of Papalua, and there are five sections. There are 20 loi kalo, and many ulu trees, and uala patches. At Puniawa, there are two patches of kalo. At Pilali, there are 3 uala patches. At	—	20	—	6 +	Loi Kalo Uala Wauke	See Testimony

				Kawaiiloa, there is a wauke patch. It is at Halehaku, land of Nahaolelua						
Kalawaia	Helu 5520B	Kaupakulua	6:316	My kuleana is an ili at Kaupakulua. My ili is Paakiki, gotten from Kauleleiki.	—	—	—	—	—	See Testimony
Nakaikuaana	Helu 5521	Honopou	6:317	My kuleana is in the ili of Kapahi. I have cultivated it at various locations. I also have some koa paki (fallen koa trees) at Holawa, and in Honopou nui, some land.	—	—	—	—	Mahi Koa	See Testimony
Kanewaa	Helu 5521B	Honopou	6:317	My kuleana is in the ili of Halaula. I have cultivated that land at various locations.	—	—	—	—	Mahi	See Testimony
Kaopu	Helu 5522B	Honopou	6:317	My kuleana is in the ili of Kapapamuku.	—	—	—	—	—	See Testimony
Owili	Helu 5522	Hoalua	6:317	My kuleana is in Hoalua and at Kumumaila in Hamakualoa. Given to me by Kealiihonui in 1845.	—	—	—	—	—	See Testimony
Kokoki	Helu 5525	Uaoa	6:318	My kuleana is in Uaoa, at Ohulehailua. There are 8 loi kalo, 6 patches of uala on the cliff, and one patch of wauke. that is my claim at Uaoa, land of Kapu.	—	8	—	7	Loi Kalo Uala Wauke	See Testimony
M. Kaniau	Helu 5555 (see also Helu 5086)	Haiku	6:318-319	Here is this claim of mine, at these places. I have four loi at Opuaihaa, at Haiku...	—	4	—	—	Loi (Kalo)	See Testimony
Kapahau	Helu 6405	Kuiaha	6:366	February 2, 1848 Poeleele is my kuleana in the Ahupuaa of Honokowai, and at Kuiaha. Keonepahu is the Konohiki. It is from my kupuna and parents, to me. [See also, FT 15:91 in regards to reference of Honokowai.]	—	—	—	—	—	See Testimony
Kilauea	Helu 6411	Keaaula	6:369	My kuleana is a Kihapai in Kipapa, at Keaaula. Within it are some loi and uala patches. Keonepahu	—	3 +	—	2 +	Loi Kalo Uala	See Testimony

				is the Konohiki. At Hamakualoa.						
Kaha	Helu 6455	Pauwela	6:383	My kuleana is at Pauwela, there are two ili, Kaohe is one, the other is Wailana. These are my ili from Kalola, at the time that Kamehameha I dwelt here. It is from my kupuna. There are pali paoo (cliff side sweet potato planting areas) at Laie, and at Lile there are some mound planting areas (puepue).	—	—	—	4 +	Uala	See Testimony
Kapua	Helu 6466	Haiku	6:386	My kuleana is below Wainae.	—	—	—	—	—	See Testimony
Kuana	Helu 6482	Kuiaha	6:390-391	My kuleana is a garden at Kahaloa in Kuiaha. There are many loi, and uala, maia, and wauke planted. Keonepahu is the Konohiki, but the right is from when my kupuna lived there. There is a garden at Kaohe in Kuiaha, there is a loko (pond) and uala patches there. At Opihi, in Kuiaha there are uala patches. At Hauola in Kuia there are kalo patches. There is one pahale (house) at Pamoia (from the time of the kupuna).	1	6 +	—	7 +	Loi Kalo Uala Wauke Maia Loko Pahale	See Testimony
N. Paele	Helu 6613 (see also Helu 5453D & 3829)	Haiku	6:406	I have additional kuleana, not recorded in the earlier document. There are some akakai patches, and our kahuahale (houses) as well. On the east is Kalanikahua; on the south are Nahinu's houses; and a poalima parcel.	2	—	—	3	Akaakai (bulrushes) Kahuahale	See Testimony
Hoikapaa	Helu 6713	Kuiaha	6:411	My kuleana, received from the King, is ½ of Kuiaha at Hamakualoa. (Alii Awardee)	—	—	—	—	—	Buke Mahele 1848:71-72

Kaluahinenui	Helu 7972	Keaalii iki & Uaoa	6:449	My kuleana is in Kealii iki, the ili called Maialoa. At Uaoa, there is the ili called Maialoa, with four loi. And in the ili called Kahauone, there is one loi. Also an ili called Pakapaka in Kealii iki. There is a gulch with ulu trees in the ili called Auliliii, and one uala patch... (also claims an Irish potato patch at Honuuula).	—	5	—	1	Loi (Kalo) Uala Ulu	See Testimony
Haulepu	Helu 8055	Hamakualoa, Kahulu & (Kaopa)	6:453	My claim is for two native uala patches (moo uala maoli) at Hamakualoa. At Kahulu, there are two uala haole (foreign potato) patches. At Kaopa, there is one foreign potato patch. At Mokulaau there is an uala patch. At Kualapa, there is a kalo patch. At Kaopa, there is one uala patch for the winter time.	—	—	—	6	Uala Uala Haole Kalo	N/A
I. Haupu	Helu 8070	Haiku	6:454	Jan. 24, 1848 My kuleana is at Haiku, the ili is Pueolo. I have a total of 11 loi; 3 large loi, and 8 small loi. I got my land from Ese Oponui in 1845. Also, the loi are not all together in one place, there is kula land between them in areas. There is also a pa holoholona (animal paddock), extending from one gulch to another gulch. I also have a kulanakauhale (house) outside of the pa holoholona. The land is not flat.	1	11	—	1	Loi (Kalo) Pa Holoholona Kulanakauhale	N/A
Keoho	Helu 8584 (see also Helu 6510B)	Honopou Holawa & Waipio	6:469-470	12, Feb. 1848 My kuleana is for two kula parcels where uala are planted, one is in the ulu trees, and the other is in the	—	10	—	3	Uala Ulu Ohia Loi (Kalo) Kahawai Mapuna Koa Moku Mauu	See Testimony

				ohia trees. There is also a stream branch (mana Kahawai), land for my brother, with four loi for me. There are two springs (mapuna) on the land of my in-laws, and five loi for me. In another land, there is one loi. There are two koa trees, at Honopou and Holawa. Also a grass land (moku mauu) at Waipio.						
Kauwahi	Helu 8624	Uaoa	6:472	½ Uaoa Ahupuaa, Hamakualoa. One half of Uaoa Ahupuaa, Hamakualoa, Maui to be quit claimed.	—	—	—	—	—	Buke Mahele 1848:142-143
Kopa	Helu 8889	Haiku	6:492	My kuleana is at Papahawahawaha, on the East of Palahapohaku of Makawao. Kalialianui is on the West. Kalialianui is also to the uplands, and Haiku is makai. That is my claim. This one is a Konohiki, and to my thinking, a hard worker. Where are you Kaaui, think of his claim. By Gelina (Green).	—	—	—	—	—	See Testimony
Pia	Helu 10650 (see also Helu 5452)	Honopou	6:529	My kuleana is an entire ili. On the north is a Pali, on the east is the ili of Kahauiki, on the south is ili land of Lani Kahuli, and on the west is the ili of Ulukee. It was gotten from our parents, who have passed away, gotten in the time of Kamehameha I. In 1832, we inherited the land. I also have some loi in another place, in the ili of Ulukee. There are 10 loi, and uala growing near the Pali. Near the stream there are places where I have planted kalo and wauke.	—	10 +	—	2 +	Loi Kalo Uala Wauke Kahawai Oopu Forest plantings (Kuleana ma ka nahelehele)	See Testimony

				<p>These loi were gotten from Hewahewa. I have a stream with Oopu. My section of the stream with Oopu (Kahawai Oopu) is named Makaku. Gotten from Nohoua in 1822. Also some loi at various locations. In 1831, Nohoua also gave me another Kahawai Oopu, Pohaku is the upper boundary, and Pao is the lower boundary of my Kahawai Oopu. Also above these areas is a claim in the forest of Papakeaa and Kikalakoele and Paki. Kikalakoele and Paki were gotten from Kikau. Papakeaa was gotten from Kalikolani in 1839.</p>						
Piianaia	Helu 10789	Kealii	6:550	<p>The Ahupuaa of Keaalii, Hamakualoa, Maui is for me. (A Konohiki claimant)</p>	—	—	—	—	—	See Testimony

Hāmākua Poko – Hāmākua Loa District Testimony Documents

Claimant(s)	Land Commission Award (LCA)	Hamakua Poko & Hamakua Loa	Testimony Book & Page	Summary of Claim Documentation	Hale	Lo'i Kalo	Auwai	Kihapai Kula Mahiai Mala Moo Opu Pa	Crops, Activities and Resources Identified	Disposition N/A=Not Awarded Mahele Award Book & Royal Patent
Kahalelaau	Helu 3304 E (see also Helu 5504 & 3504)	Haliimaile (& Haiku)	5:456-457	Kaina sworn: I have seen his 2 parcels of land. 1 parcel is in Kukuioleu, an ili at Haliimaile; 1 parcel is in the ili of Hano, in the Ahupuaa of Haiku. Kamakahai gave them to him in 1832. He has been opposed by the foreign sugar growers. [Note: Entries for Helu 3304 E, 3504, & 5504, under two names, Kahalelaau and Kahalela; both refer to the same lands – history, witnesses, and dates are the same. The duplication of claims is probably an agent's error.]	—	—	—	—	—	N/A
Naai Helu 5443	Helu 5443	Haliimaile	5:458 & FT 8:81	Kaelemakule sworn: I have seen his land, it is in the ili of Kaeke, in the Ahupuaa of Haliimaile. It is an inheritance from his parents, in the time of Kamehameha I. It is a kula land.	—	—	—	1	—	N/A
Wiii Helu 5443 (& 5443 B)		Paia & Paniau	5:459 & FT 8:82	(Original claim in Helu 5443) Kiha sworn: I have seen his land, 6 parcels. Three parcels are at Paia, and three parcels are at Paniau, Hamakuapoko. These 6 parcels are all kula lands. The lands at Paniau are from the time of Kamehameha I. The lands at Paia, I gave to him in 1843.	—	—	—	6	Kula	MA 3:465 RP 2352 Book 10:389
Kalaeloa Helu 5326	Helu 5326	Paia	5:459 & FT 8:82	Kiha sworn: I have seen his land, 1 parcel at Paia, Hamakuapoko, a kula land. It is a right from the time of Kamehameha I. Mauka, the ili of Niniwai; Koolau, a Pali.	—	—	—	1	—	MA 8:407 RP 2438 Book11:43

				Makai, the ili of Puelelu; Wailuku, Kukuiohana.						
Palalu Helu 5500 B & 6603		Paniau & Haliimaile	5:468 & FT 8:91-92	Kiha sworn: I have seen his 4 parcels of land. Parcel 1 is at Kakahu; Parcel 2 is at Kahalamanu; Parcel 3 is at Apuu in the Ahupuaa of Paniau; Parcel 4 is at Haliimaile. The lands at Paniau are old holdings from the time of Kamehameha I; Parcel 4 was gotten in 1842 from Holokukini. Parcels 1 to 3 are kula lands; Parcel 4 is a Pakao (goat enclosure).	—	—	—	3	Pa kao	MA 3:721 RP 2213 Book 9:513
Naluahi	Helu 5501B	Kaopa (& Haiku)	5:468-469 & FT 8:92	Huna sworn: I have seen his 2 parcels of land. Parcel 1 is at Kaliuakea; Parcel 2 is at Puulau, these are ili in the Ahupuaa of Kaopa, they are kula lands. The lands are a right from his parents in the time of Kamehameha I. Kopa sworn: I have seen his 2 parcels of land; Parcel 1 is in the ili of Kakaiaikiha, in Haiku 2; Parcel 2 is in Kikekukui at Haiku 1. Kaulu gave him Parcel 1 in 1842. Kupalaha gave him Parcel 2 in 1843. These 2 parcels are kalo land. Huna sworn: I have seen his 2 parcels of land. Parcel 1 is at Kaliuakea; Parcel 2 is at Puulau, these are ili in the Ahupuaa of Kaopa, they are kula lands. The lands are a right from his parents in the time of Kamehameha I. Kopa sworn: I have seen his 2 parcels of land; Parcel 1 is in the ili of Kakaiaikiha, in Haiku 2; Parcel 2 is in Kikekukui at Haiku 1. Kaulu gave him Parcel 1 in 1842. Kupalaha gave him Parcel 2 in 1843. These 2 parcels are kalo land.	—	—	—	2 2	Kalo Kalo	MA 8:417
Kanakanui	Helu 5500 (& 5501 C)	Paniau	5:469 & FT 8:93	Kekahuna sworn: I have seen his 2 parcels of land. The first parcel is at Kuapaia; parcel 2 is	—	—	—	2	—	N/A

				at Makaleha. These are ili of Paniau, kula lands gotten in the time of Kamehameha I.							
Kekahuna	Helu 5421, (4942) 4142 & 4945	Paia & Haiku	5:470 & FT 8:93-94	Kiha sworn: I have seen his 2 parcels of land. The first parcel is in the ili of Kamole, at Paia; parcel 2 is in the ili of Kapuna at Haiku. I gave him the first parcel in 1842; Kaonohimaka gave him parcel 2 in 1846. Parcel 1 is kula land; Parcel 2 is kalo land.	—	—	—	1	1	Kula Kalo	MA 8:733 & 7:174 MA 7:52 RP 2342 Book 10:349
Kiha	Helu 5325	Paia & Haliimaile	5:470-471 & FT 8:94	Kamakaala sworn: I have seen his 5 parcels of land. The first parcel is at Kahinahina; Parcel 2 is at Kakalaioa; Parcel 3 is a Pa Aina (enclosed lot - corral) in the Ahupuaa of Paia; Parcel 4 is at Mokuoi at Paia; Parcel 5 is a Pa Holoholona (corral), at Haliimaile. I gave him parcels 1, 2, and 3 in 1841. The other 2 parcels were given to him in 1838 and 1843. They are all kula lands.	—	—	—	5		Pa Aina Pa Holoholona	MA 5:449 RP 2341 Book10:345
Kamakaala	Helu 8468	Paia	5:471 & FT 8: 94-95	Kiha sworn: I have seen his 3 parcels of land. Parcel 1 is at Paliku; 2 is at Kaheka; 3 is at Piilani and Waipapa, in the Ahupuaa of Paia; Parcel 2 is in Paia 1; and Parcel 3 is also in Paia. These are all kula lands. Apahu gave them to him in the time of Kamehameha II...	—	—	—	3		Kula	MA 3:468 RP 2349 Book 10:377
Huna	Helu 6536	Paia	5:472-473 & FT 8:96	Kiha sworn: I have seen his 1 parcel of kula land in the Ahupuaa of Paia, in the ili of Waioku. Gotten from his parents in the time of Kamehameha.	—	—	—	1		Kula	MA 8:392 RP 2212 Book 9:509
Kanehailua	Helu 7970	Paia	5:474 & FT 8:97-98	Kamakaala sworn: I have seen his 2 parcels of land. Parcel 1 is in the ili of Makahuna, at Paia (bounded makai by the Ala Aupuni); Parcel 2 is a kula land at Paihihi (bounded makai by the Ala Aupuni). I gave the first parcel to him in the time of Kamehameha II; Parcel 2 was	—	—	—	2		Ala Aupuni Kula	MA 3:470 RP 5026 Book 20:277

				from his grandparents in the time of Kamehameha I.						
Kulahola	Helu 5492	Kaopa (& Haiku)	5:474-475 & FT 8:98	Napua sworn: I have seen his 2 parcels of land. Parcel 1 is at Opelepeleha, Kamana, Haula, Kaapakuole, in the Ahupuaa of Kaopa...The first parcel was from his grandparents in the time of Kamehameha I (bounded makai by the Ala Aupuni)... Parcel 1 is kula land...	—	—	—	1	Kula Ala Aupuni	MA 5:449 RP 2211 ½ Book 9:505
Kawaa	Helu 5438	Kaopa & Paniau	5:475 & FT 8: 99	Napua sworn: I have seen his 2 parcels of land. Parcel 1 is at Kapoawa, Kaulu & Kaluanui, ili in the Ahupuaa of Kaopa; Parcel 2 is at Ekahanui in Paniau. These are all kula parcels, which I gave to him in 1843. Kaopa gave him Parcel 2 in 1832.	—	—	—	2	Kula	N/A
Kiha	Helu 5503	Honohina	5:475 & FT 8:99	Kulahola sworn: I have seen his 1 parcel of land at Moomuku and Lonoa in the Ahupuaa of Honohina. Kekipi gave it to him in 1832.	—	—	—	—	—	N/A
Kaumana	Helu 5501	Paniau	7:9 & FT 8:128	Pookeku sworn: I have seen his land. Parcel 1, is a kula land at Pueokaili; Parcel 2, is a kula land at Haula; Parcel 3 is at Halekii; these are ili of Paniau Ahupuaa. Kekahuna gave them to him in 1846. There are Poalima lots within the parcels...	—	—	—	3	Kula Poalima (2)	MA 8:409 RP 5393 21:441
Apiki	Helu 6510	Paia	7:9-10 & FT 8:128-129	Paka sworn: I have seen his land, three parcels. Par. 1. Kula land at Kahao in Paia Ahupuaa. Par. 2. Kula land at Kikalapaakea in Paia Ahupuaa. Par. 3. Kula land at Poala in Paia Ahupuaa. It is a right from his parents in the time of Kamehameha I.	—	—	—	3	Kula	N/A
Kaohimaunu	Helu 3837 B (& 6510 X)	Waiopua	7:20 & FT 8:138-139	Makapo sworn: It is true that Kiha wrote his claim, and I have seen his land. Kula parcels at Hualau and Ohia, in Waiopua Ahupuaa. They are a right from	—	—	—	3	Kula	MA 7:196 RP 5173 Book 21:1

				his parents in the time of Kamehameha I.						
Huewa	Helu 4789B	Waiopua	7:20-21 & FT 8:139	Kaohimaunu sworn: It is true that Kiha wrote his claim and I have seen his land. Parcel 1, is kula land at Ahupau (bounded makai by the Ala Aupuni); Parcel 2, is kula land at Hualau; these are ili of Waiopua Ahupuaa. Kuhaulua gave these claims to him in 1819.	—	—	—	2	Kula Ala Aupuni	N/A
Kao	Helu 6510BB	Honohina	7:21 & FT 8:140	Kuewa sworn: I saw him write his claim and I have seen his land. It is kula land in the ili of Haleolono, Kapaiki, Kapaanui, and Kamaihipali; these are ili of Honohina Ahupuaa. This land came from his parents in the time of Kamehameha I... (bounded makai by the Ala Aupuni).	—	—	—	3	Kula Ala Aupuni	MA 7:197 RP 4307 Book 17:611
Poupou	Helu 6510CC	Paia & Paniau	7:21 & FT 8:140	Kaumauma sworn: It is true that Kiha wrote his claim, and I have seen his land. Parcel 1, is a kula land in the ili of Ohia at Paia Ahupuaa; Parcel 2, is a kula land in the ili of Koaie at Paniau Ahupuaa. Gotten from his parents in the time of Kamehameha I.	—	—	—	2	Kula	N/A
Kaumauma	Helu 6510DD	Paniau & Paia	7:22 & FT 8:140 -141	Poupou sworn: It is true that Kiha wrote his claim, and I have seen his land. Parcel 1, is a kula land at Kahalamanuiki, in the Ahupuaa of Paniau; Parcel 2 is a kula land in the ili of Kahaupali, at Paia Ahupuaa. His land came from his parents in the time of Kamehameha I, in 1819.	—	—	—	2	Kula	MA 7:198 RP 2344 MA 10:357
Paahana	Helu 6510FF	Waiopua	7:23 & FT 8:141 -142	Kaohimaunu sworn: It is true that Kiha wrote his claim, and I have seen his land, 2 parcels. Kula land at Pohaiole, an ili of Waiopua Ahupuaa. Kekuhaulua gave it to him in the time of Kamehameha II, in 1823.	—	—	—	2	Kula	N/A

Kaaikaula	Helu 6510GG	Waiawa	7:23 & FT 8:142	Kao sworn: It is true that Kiha wrote his claim, and I have seen his land. A kula parcel in the ili of Kaluaoli, Puuokaaha, and Kaluanui in the Ahupuaa of Waiawa. His land is from his grandparents in the time of Kamehameha I.	—	—	—	1	Kula	MA 7:197 RP 3661 Book 16:81
Poka	Helu 6510HH	Paniau, Paia & Haliimaile	7:23-24 & FT 8:142 - 143	Poupou sworn: It is true that Kiha wrote his claim, and I have seen his land. Parcel 1, is a kula land at Halamanunui; Parcel 2, is a kula land at Puhiele (Paia); Parcel 3, is a kula land at Poala; these are all ili in the Ahupuaa of Paniau. Parcel 4, is a kula land in the ili of Kauhiana, Haliimaile Ahupuaa. His land is from his parents in the time of Kamehameha I, in 1819.	—	—	—	4	Kula	MA 7:199 RP 2214 Book 9:517
Pau	Helu 6510II	Waiopua	7:24 & FT 8:143	Kaaikaula sworn: It is true that Kiha wrote his claim, and I have seen his land. There are 2 kula parcels in the ili of Kapalaalaea, Waiopua Ahupuaa. Gotten from his parents in the time of Kamehameha I, in 1819.	—	—	—	2	Kula	MA 7:200 RP 4306 Book 17:609
Makapo	Helu 6510KK	Waiopua	7:24 & FT 8:143	Kaohimaunu sworn: It is true that Kiha wrote his claim, and I have seen his land. A kula parcel in the ili of Piliamoo, Ahupuaa of Waiopua. Kekuhaulua gave it to him in the time of Kamehameha I, in 1819.	—	—	—	1	Kula	MA 7:200 RP 4305 Book 17:607
Kaaikauna	Helu 6510LL	Waiopua	7:24-25 & FT 8:143 - 144	Kaohimaunu sworn: It is true that Kiha wrote his claim, and I have seen his land. 2 kula parcels at Kuaihee and Pohaiole, ili of Waiopua Ahupuaa. Kekuhaulua gave it to him in the time of Kamehameha I, in 1819.	—	—	—	2	Kula	N/A
I	Helu 6510MM	Waiopua	7:25 & FT 8:144	Kaohimaunu sworn: It is true that Kiha wrote his claim, and I have seen his land. Parcel 1 is a kula land at Kapalaalaea. Parcel 2 is a kula land at Aiku;	—	—	—	2	Kula	MA 7:201 RP 3358 Book 14:509

				these are ili in the Ahupuaa of Waiopua. Kekuhaulua gave them to him in 1819.						
Kuke	Helu 6510NN	Waiopua	7:25 & FT 8:144	Kaohimaunu sworn: It is true that Kiha wrote his claim, and I have seen his land. A kula parcel in the ili of Kuaihee, in the Ahupuaa of Waiopua. Kekuhaulua gave it to him in the time of Kamehameha I, in 1819.	—	—	—	1	Kula	MA 7:201 RP 7462 Book 27:719
Nika	Helu 6510TT	Waiopua (& Haiku)	7:29 & FT 8:148	I sworn: It is true that Kiha wrote his claim, and I have seen his land... Parcel 2 is in the ili of Piliamoo at Waiopua... I gave parcel 2 to him in 1836.	—	—	—	1	Kula	MA 7:202 RP 4879 Book 19:633
Kawaha	Helu 3906C	Waiawa	7:34	Kekahuna sworn: It is true that Kiha wrote his claim, and I have seen his land, a kula parcel at Moomuku, Kawailepolepo, Kahuala, Waiawa Ahupuaa (the makai boundary is the sea). Land inherited from his parents in the time of Kamehameha I, and he has resided there peacefully.	—	—	—	1	Kula	N/A
Kaina	Helu 5502	Haliimaile	7:36	Paele sworn: I have seen his land. Parcel 1. kula land at Laakeha and Pualaea; Parcel 2. kula land at Kaulemahana, these are ili lands in the Ahupuaa of Haliimaile. 1. Mauka, Makawao; Koolau, Kahuli; Makai, Wiliama; Wailuku, Kaloalele. 2. Mauka, Mr. Gerina [Green]; Koolau, Kahawai of Haiku; Makai, Alanui hele loa; Wailuku, Pali of Haliimaile.	—	—	—	2	Kula Alanui hele loa	N/A
Paele	Helu 10783	Haliimaile	7:36	Kaina sworn: I have seen his land, a kula parcel in the ili of Kukuiohana, Haliimaile Ahupuaa. Wm. Wahinepio gave it to him in 1829.	—	—	—	1	Kula	N/A
Kaili	Helu 3905B	Hamakuapoko (& Haiku)	8:77-78	Paele sworn: The Cit's. lands are of 3 pieces. The first piece in the ili of Papiha, Hamakuapoko. The second piece in the ili of Aiawakea, the	—	—	—	3	Kula	MA 3:474 RP 2211 Book 9:501

				third piece in the ili of Kuliu, in the Ahupuaa of Haiku. All the pieces are kula land. He got them from Kaonohimaka in 1836.						
Kawalea	Helu 5494F	Waiawa	8:152	Kekahuna Sw. I know the land of the Cit. It is one piece of kula land in the Ahupuaa of Waiawa. The Claimant received it from his parents in the days of Kamehameha I... It is bounded Mauka by Kaaikaula's land; Koolau by Kaio's land; Makai by sea shore; Wailuku by Kuahiwa's land.	—	—	—	1	Kula	N/A
Kekipi Kekipi & Keala	Helu 8314 Helu 8315	Hulaia Honohina Hamakuapoko & Wailuku	9:597 & FT 7:401 -402	[Note: The original claim was situated in Waiaka at Wailuku. NR Vol. 5 contains portion of NT Vol. 9 (pp. 582-697. NT 9:597 – Helu 8314 describes 5 parcels in Hamakuapoko.)] Keahi Sw.: The Cit's. lands are as follows: No.'s 1 & 2... Pauniu & Waiaka, Wailuku. No. 3. is a Pahale (house lot) in the Ahupuaa of Hulaia, Hamakuapoko. No. 4. is a kula land in the Ahupuaa of Hulaia... No. 5. is a kula land in the Ahupuaa of Hulaia... No. 6. is a kula land in the Ahupuaa of Honohina, Hamakuapoko. No. 7. is a kula land in the Ahupuaa of Honohina... Lot 1 was from Kailihiwa in 1835; and No. 2 was from his wife in 1830; all the other pieces were from his father in 1829. [See also MA 3:463] This Claim was heard July 5th under No. 8314. Kekipi.	1	—	—	4	Pahale Kula	MA 7:466 RP 6269 Book 23:705
Nalaipuleho	Helu 3331	Paniau	FT 7:431	L. Kaauwai Sw. The Cit's. land are two Ahupuaas. First the Ahupuaa of "Kou" in Waiehu; secondly, the Ahupuaa of Paniau in Hamakuapoko. The Cit. is Konohiki of the first, under Lunailo, the son of Kanaina; and of the second, under Government. He has no rights in these lands if Wm.	—	—	—	—	—	N/A

				Lunalilo or the Govt. take away his Konohikiship.						
Wm. P. Leleiohoku	Helu 9971	Hamakua- poko	—	½ Komohana o ka Moku o Hamakua Poko. (Western ½ of the district of Hamakua Poko.) (Alii Awardee)	—	—	—	—	—	Buke Mahele 1848:23-26 MA 10:614
M. Kekauonohi	Helu 11216	Haliimaile	—	(Alii Awardee)	—	—	—	—	—	Buke Mahele 1848:26-28 MA 9:660 RP 7512 (27) Book 25:235
Wm. P. Leleiohoku	Helu 9971	Napuumaile Papaaea Hanawana Kuiaha	—	(Alii Awardee)	—	—	—	—	—	Buke Mahele 1848:23-26 MA 10:612, 614
Keoni Ana	Helu 8515	Halehaku	—	(Alii Awardee)	—	—	—	—	—	Buke Mahele 1848:160-161-26 MA 10:336 RP 1666 (3) Book 6:271
Mahina (Edwin Miner)	Helu 202	Haiku	2:82	L. Kaauwai sworn: ...Kahaleohu told Wahie that it was for Edwin Miner. I did not hear the conversation with Wahie; but at the time when I was collecting lumber for the Church at Wailuku, I did hear Kahaleohu, and I saw the land filled by Mahina with his crops of sugar; afterwards I heard Hoapili wahine state that the land was for him. From that time till now, I have heard of no challenges.	—	—	—	—	Sugar cultivated	MA 1:255 RP 78 Book 1:303
Kanui	Helu 6249	Hanawana	3:575 & FT 3:239	This is the property... Hanawana at Hamakualoa, Maui...lands for Kanui, the Konohiki. His land from the division with the King... This is a claim for an ili of land called Makalii (at Kailua, Oahu), and an Ahupuaa of land in Hamakualoa, Maui, called Hanawana. The Ct. appeared, and substantiated his claim, by showing a certificate by J.P. Judd that these lands had been set apart to him at the division of lands with the King, as will	—	—	—	—	—	N/A

				more fully appear by reference to the register in the office of the Minister of the Interior.						
Hikiau Helu 4592	Helu 4592	Kaupakulua	5:16	(not recorded in Native Register) This was done in the time of Wm. Richards. The Ahupuaa is Kaupakulua, Hamakualoa. Keoni Ana review the Kuleana Book in your office. (Alii Awardee)	—	—	—	—	—	Buke Mahele 1848:101-102
Kalua	Helu 3542 (see Helu 6487 in NR)	Honopou	5:19-20 & FT 7: 134-135	...3. Kauhapa Sworn. I have seen his kula claim in the Ahupuaa of Honopou at Hamakualoa. Here are the boundaries. Mauka, Konohiki; 3 sides Government land, Holawa on the Honomanu side. Kaukapa Sw. I know the land of the Clt. Has a kula land in the Ahupuaa of "Honopou" Hamakualoa, Maui. It is one piece. The Clt. Rc'd. this land from Kekauonohi in 1846, and he has held the same with out dispute up to the present day. It is bounded. Mauka and Makai, and Haiku sides by the land of the Government. On the other side, by the Creek of "Hoolawa..."	—	—	—	1	Kula Hoolawa Creek	N/A
Piianaia	Helu 10789	Kealii	5:55	Piianaia presented a copy of the Mahele certificate for Keaalii at Hamakualoa, Maui. Look in the Book in the Office of the Minister of Interior, in Honolulu. (A Konohiki claimant)	—	—	—	—	—	(Relinquished)
Kahikona	Helu 9795E	Pauwela	5:72-72 FT 7:191 -192	[Kahiknoa was a Tahitian missionary who came to Hawai'i in 1819; with Taula, he was a teacher to the Hawaiian chiefs.] ...Kaauwai Sworn: I have seen the land at Pauwela, Hamakualoa Maui, gotten from his wife Lonokahikini, who received it from her father Kekamahu, during the second Kamehameha's reign over the Kingdom... [sections illegible] His residence was not disputed	—	—	—	8	Kula Kalo	N/A

				until Daniela li became government agent in 1842. There are 8 parcels in the ili of Kapuna, Noni and Hoopauwahie; 5 sections of kula and 3 sections of kalo. 8 all together. The Clt. appeared and made oath that he had sent in a claim for an Ahupuaa of land in Kona, Hawaii, called "Onouli" before Feby. 1848, and also for an ili of land in "Pauwela, Hamakuaioa," Maui...						
Kauwe Kamakau	Helu 4964 & 4964 B	Hanehoi, Puolua & Waipio	5:439-440	His land is in the ili of Waialaahili, in the Ahupuaa of Hanehoi. It is an old land gotten before 1819. 1. Mauka, forest; Hana, the land of Owili; Makai, the sea; Wailuku, the land of Mahoe. 2. A Kihapai at Puolua. Mauka, the land of Kekauaolohia; Hana, a Pali; Makai, the land of Kaahaiea; Wailuku, a Pali. 4. [sic] A Kihapai in the ili of Kaulu at Puolua. Mauka, forest; Hana, the land of Kuluwaimakalani; Makai, the land of Kamahine; Wailuku, the land of Lalahili. 5. A kahuahale. Mauka, an Alanui Aupuni; Hana, Kaluhiauhee; Makai, Haluhalu [?]; Wailuku, the land of Kapilipolani. 6. A Kihapai in the ili of Kapalaoa at Waipio 3. Mauka, an Alanui; Hana, the land of Puolua; Makai, the sea; Wailuku, a Pali and Waipio of Mahina.	1	—	—	4	Parcels extending from shore to forest Kahuahale	MA 5:601 RP 2783 Book 13:25
Paele (heir of Laikona)	Helu 3829 & 6613 and Helu 3453 & 3904	Pauwela & Kuiaha	5:440-441 & FT 8:62-63	Kaloma sworn: I have seen his lands, several ili at Pauwela. There are four parcels. Parcel 1. Kalo kula in the ili of Puukoa. Parcel 2. Kalo kula in the ili of Kanaele. Gotten before 1819 in the time of Kamehameha I.						(cont'd.)
				1. Mauka, mine and Kauhi's land; Koolau, the Pali of Pauwela; Makai, Piliplili; Wailuku, the Pali of Pauwela. 2. Mauka, Piliplili; Koolau, Aupuni	—	—	—	9	Kalo Kula Alanui pii a iho Alanui Pa puaa (pig)	MA 5:453 RP 2168 Book 9:333

				(Government land); Makai, my land; Wailuku, Lii's Poalima. 3. Mauka, Naeole; Koolau, an Alanui pii a iho (a mauka-makai trail); Makai, Opunui; Wailuku, Alanui o Kalio [?] - perhaps a horse trail]. 4. Mauka, an Alanui Aupuni; Koolau and Makai, Aupuni; Wailuku, Kaniau. Haleole sworn: I have seen his kalo land, it is in the ili of Kuemakaanu-anu, gotten from Hoapiliwahine in 1841. It is parcel 5. 5. Mauka, D. li; Koolau, the Kahawai of Pauwela; Makai, the Poalima of Nalima; Wailuku, D. li. Piliipili sworn: I have seen his kula land at Mooiki, Pauwela. It is his sixth parcel. 6. Mauka, the Papuaa of Daniela li; Koolau, the Kahawai of Pauwela; Makai, an Alanui Aupuni; Wailuku, Mahina. Gotten from Hoapiliwahine in 1841. Naeole sworn: I have seen his land at Halaula and Ululoloa in the Ahupuaa of Kuiaha. Parcel 7. Kalo and kula land at Halaula. Parcel 8. Kalo and kula land at Ululoloa.					enclosure) Kahawai	
				Naeole sworn: I have seen his land at Halaula and Ululoloa in the Ahupuaa of Kuiaha. Parcel 7. Kalo and kula land at Halaula. Parcel 8. Kalo and kula land at Ululoloa. Parcel 9. Kalo and kula land at Holoka.						
Piliipili	Helu 5344	Pauwela	5:441-442 & FT 8:63-64	There are 5 parcels which he received in 1841. Par. 1. Kalo kula at Waikina, Pauwela. Par. 2. Kalo kula at Waikina, Pauwela. Par. 3. Kalo kula at Waikina, Pauwela. Par. 4. A kula parcel at Puukoa, Pauwela. Par. 5. Kalo kula at Puukoa, Pauwela.	—	—	—	5	Kula Kalo	MA 7:60
Haleole	Helu 3969	Haiku Pauwela & Kuiaha	5:442-443 & FT 8:64-65	His land is 5 parcels, these ili are in the Ahupuaa of Haiku. He got them from Kahaleohu	—	—	1	11	Kalo Uala Auwai Kahawai	MA 7:55 RP 3240 Book 14:273

				and Waimaka in 1839. Par. 1. Kalo kula at Opuwaihaa (the Makai boundary is an Auwai). Par. 2. Kalo kula at Punalehu. Par. 3. Kalo kula at Maunaoui. Par. 4. Kalo kula at Maunaoui. Par. 5. Kalo kula at Maunaoui (the Wailuku side boundary is a Kahawai).						
				Paele sworn: I have seen his 2 parcels at Pauwela, and there are 4 Apana uala (sweet potato parcels) at Kuiaha, and a kalo parcel (the Wailuku side is bounded by the Kahawai of Kuiaha).						
Nahinu	Helu 3905 (& 791)	Pauwela & Haiku	5:443 & FT 8:65	Paele sworn: His land is 3 cultivated ili parcels at Pauwela; 1 parcel in Waikina, 1 parcel in Haliipali, and 1 parcel in Kawailepolepo... (1. Makai boundary is Alanui and Pilipili; ...3. Makai boundary is Alanui Aupuni. It was a waste land before he worked there...) Kuhaulua sworn: His 2 parcels are at Nukupono an ili of Haiku 2. It is an old land from his parents. Parcel 1 is a kalo land; Parcel 2 is a kula land...	—	—	—	5	Mahi ia Kalo Alanui Alanui Aupuni	MA 7:45 RP 2171 Book 9:345
Nalopi	Helu 3336	Kuiaha & Pauwela	5:444 & FT 8:65-66	Kapihe sworn: His land is 6 parcels; 2 parcels at Kapouamoa and 3 parcels at Ululoloa in the Ahupuaa of Kuiaha. His wife gave it to him in 1819, during the time of Kamehameha I. There is also 1 parcel with 2 loi at Pauwela. Parcel 2 is bounded by the Kahawai of Kuiaha on the Wailuku side. Parcel 3 is bounded by a Kahawai on the Wailuku side. Parcel 4 is bounded by the Kahawai on the Koolau side. Parcel 5 is in the ili of Luaoopu. Parcel 6 is bounded by the Kahawai on the Koolau side.	—	2	—	5	Kula Loi (Kalo) Kahawai	MA 8:418 RP 2194 Book 9:433

Holoka Helu 5379	Helu 5379	Pauwela	5:444-445 & FT 8:66-67	Paele sworn: His land is 4 parcels in the Ahupuaa of Pauwela. 1 parcel is at Waiokana; 1 parcel is at Papaholahola; 1 parcel is at Ulukaa; and 1 parcel is at Elialii. He got this from David Malo in 1833. 1. Kalo land. 2. Kalo land. 3. Kalo land. 4. Kalo land. 5. A kula Parcel.	—	—	—	5	Kula Kalo	MA 7:50 RP 2180 Book 9:377
Keliiaa	Helu 3905D	Pauwela	5:445 & FT 8:67	Paele sworn: His first parcel is kalo at Waiokana. Aiawale gave it to him in 1830. The second parcel is kalo, gotten from David Malo in 1833. The third parcel is a kula parcel at Elialii, gotten from Mamukani in 1842.	—	—	—	3	Kalo	MA 7:59 RP 2628 Book 12:109
Kolia	Helu 3905C	Pauwela & Kuiaha	5:445-446 & FT 8:67-68	Paele sworn: I have seen his 3 parcels of land, they are ili in Pauwela. 2 parcels are in the ili of Laie; 1 parcel is in the ili of Paukua, given to him by David Malo in 1833. 1. A loi kalo. Mauka, D. Ii; Koolau, a Pali; Makai, Kaonohimaka; Wailuku, a Pali... Hookaea sworn: I have seen his fourth parcel, it is at Waikina at Kuiaha. Kupa gave it to him in 1819.	—	1	—	3	Loi Kalo	MA 8:316 RP 2175 Book 9:361 & MA5:525 RP 2771 Book 13:1
Kaili	Helu 3905B	Pauwela, Haiku (Hamakuapoko)	5:446, 455 & FT 8:68 FT 8:77-78	Paele sworn: I have seen his 2 parcels in the ili of Halliipali at Pauwela. The first parcel is a kalo land, the second parcel is a kula land. Aiawale gave it to his father in the time of Kamehameha I. (see page 77) Paele sworn: The Cit's. lands are of 3 pieces. The first piece in the ili of Papiha, Hamakuapoko. The second piece in the ili of Aiawakea, the third piece in the ili of Kuluu, in the Ahupuaa of Haiku. All the pieces are kula land. He got them from Kaonohimaka in 1836.	—	—	—	4	Kalo Kula	MA 3:474 RP 2211 Book 9:501
Hookaea	Helu 5491	Kuiaha	5:446 & FT 8:68	Kapau sworn: I have seen his land, 2 parcels in the ili of Kaohe at Kuiaha. The first	—	—	—	2	Kalo Kula	MA 8:333 RP 2195 Book 9:437

				parcel is a kalo land, the second parcel is a kula land. It is an inheritance from his parents in the time of Kamehameha I.						
Hao	Helu 3970, 5489 & 5490	Kuiaha & Pauwela	5:447 & FT 8:68-69	Hookaea sworn: I have seen his land, 2 parcels at Kaluakoholua, an ili in Kuiaha; 1 kalo land, and 1 kula land. This is an inheritance from the time of Kamehameha I. There are 3 Poalima in his land. Paele sworn: I have seen his 5 parcels, 4 in the ili of Kahakula and 1 in the ili of Ohia at Kuiaha 2.	—	—	—	7	Kalo Kula Poalima (3) Creek	MA 8:353 RP 2167 Book 9:329
				...No. 6 is bounded by the Creek of Kuiaha on the Wailuku side.... Parcel 7 is kalo land at Waiokana in Pauwela. (Note: 5489 also includes a kula parcel in Kanahena, Honuaula;. NT Vol. 7:153.)						
Kapua	Helu 6466	Haiku	5:447 & FT 8: 69-70	Kaiwa sworn: I have seen his 2 parcels at Pahoia, an ili in Haiku. Kahaleohu gave it to him in 1831. Parcel 1 is kalo land. Parcel 2 is kula land.	—	—	—	2	Kalo Kula	MA 8:403 RP 4733 Book 19:343
Kapohaku	Helu 4120	Haiku	5:448 & FT 8:70	Kaonohimaka sworn: I have seen his 3 parcels of land at Kuliu, an ili of Haiku. I gave them to him in 1844. Parcel 1. Kula land...A Kahawai is the boundary on the Koolau side. Parcel 2. Kalo land. Parcel 3. Kula land.	—	—	—	3	Kalo Kula	MA 8:432 RP 6625 Book 24:623
Kaniau	Helu 5555 (and Helu 5086)	Haiku	5:448 & FT 8: 70	Kopa sworn: He does not have a right to this land, there are several Poalima for the Konohiki here.	—	—	—	—	Poalima (3)	N/A
G. Kaonohimaka	Helu 4921 & 4991	Pauwela & Haiku	5:448 & FT 8:70-71	Paele sworn: I have seen his land, a kalo parcel in the ili of Noni at Pauwela. Kekumoku gave it to him in 1842. Pahuia sworn: I have seen his 2 kalo parcels at Lilikoi, an ili in Haiku. Hoapilikane gave it to him in 1830.	—	—	—	3	Kalo	N/A

Kauailiea	Helu 5426	Haiku	5:448-449 & FT 8:71	Holoka sworn: I have seen his land, it is 4 parcels. Par. 1. Kalo land in the ili of Papaholahola. Par. 2. Kalo and kula land at Ulukaa. Par. 3. Kalo land at Mooiki. Par. 4. Kula land at Puukoa. The first and second parcels, I gave him. Parcel 3 was from Naone, and Parcel 4 was from Paele.	—	—	—	4	Kalo	N/A
Naeole	Helu 5439	Haiku & Kuiaha	5:449 & FT 8:71-72	Kaonohimaka sworn: I have seen his land, 2 parcels in the ili of Kuliu, (kula land) at Haiku. I gave them to him in 1836. 1. Mauka, Lonomakaihonua; Koolau, a Kahawai; Makai, my land; Wailuku, Paele. 2. Mauka, Kapaa; Koolau, Limaikaika (Armstrong); Makai, Haleole; Wailuku, Kahawai of Maliko. Keonepahu sworn: I have seen 1 parcel (with 4 loi) in the ili of Opihi at Kuiaha. Kuaila gave it to him in 1830. 3. Mauka, Kekua; Koolau, a Pali; Makai, a Kahawai; Wailuku, Kekua.	—	4	—	2	Kula Kahawai Loi (Kalo)	MA 8:405 RP 2187 Book 9:405
Kealoha	Helu 4121B	Haiku	5:450 & FT 8:72	Puniloa sworn: I have seen his 2 parcels of land at Waialala (1 kalo land and 1 kula land); and 1 kula parcel Kapalaoa, gotten from Kaonohimaka in 1842. ... No. 3 is bounded Mauka by Pauwela; Koolau by Forest; Makai by Mahina; Wailuku by the Kahawai of Waialala. Kapua sworn: I have seen 1 parcel of land in the ili of Pahoa, Haiku 2.	—	—	—	4	Kalo Kula Kahawai	N/A
Kaai	Helu 4121	Haiku	5:450 & FT 8:72-73	Kapua sworn: I have seen his land. The first parcel is kalo land in the ili of Waiki. The second parcel is kalo at Pahoa. I gave it to him in 1831.	—	—	—	2	Kalo	MA 8:406 RP 4802 Book 19:477
D. li	Helu 4579	Pauwela & Huelo	5:450-451 & FT 8:73-74	Paele sworn: I have seen his 7 parcels of land. These ili are in the District of Hamakua. Paele sworn: I have seen his 7 parcels of land. These ili are in the District of Hamakua. Par. 1 is kalo land in the ili of Eleile	—	—	—	9	Kalo Kula Alanui pii (Road leading to the mountain)	MA 8:511 RP 4995 Book 20:213

				(Makai boundary is the Kai). Par. 2 is kalo land in the ili of Eleile. Par. 3 is a kula land in the ili of Puukoa. Par. 4 is kula land in the ili of Puohala. Par. 5 is kalo land in the ili of Hoopauwahie.						
				Par. 6 is kalo land at Kanemoeala at Puukoa (Mauka boundary is the Alanui pii). Par. 7 is kalo land at Paukii. Auhea gave these to him in 1842. Mahoe sworn: I have seen two parcels that are his (as well). One parcel is kalo land in the ili of Kahaloa. Another parcel is kalo land at Kalalii, an ili in Huelo. These parcels were given to him by Kamehameha II in 1820.	—	—	—	9	Kalo Kula Alanui pii (Road leading to the mountain)	MA 8:511 RP 4995 Book 20:213
Kopa Helu 8889	Helu 8889	Haiku	5:452 & FT 8: 74 & 7:32-33	Kaiwa sworn: I have seen his 3 parcels of land. The first parcel is in the ili of Papahawahawa; parcel 2 is a loi at Kakaikiha; parcel 3 is a loi in the ili of Auhuhu. Gotten from Kaeo in 1844. Nahinu sworn: I have seen his land, it is 4 kula parcels in the ili of Kapela, Haiku Ahupuaa. The lands are a right from his grandparents and parents in the time of Kamehameha I. There is one Poalima in it. Mauka, Piiholo; Koolau, Kawaha; Makai, Poalima of Kopa; Wailuku, Kahawai of Waiakaalae..	—	2	—	1	Loi (Kalo) Poalima (1)	MA 8:404 RP 2186 Book 9:401
Namokuelua	Helu 4564	Haiku	5:452 & FT 8:74-75	Kaiwa sworn: I have seen his 1 parcel at Pahaa, an ili at Haiku. It is an inheritance land from the time of Kamehameha I.	—	—	—	—	—	MA 8:350 RP 3660 Book 16:79 & RP 2185 Book 9:397
Kaianui	Helu 4128	Haiku	5:452 & FT 8:75	Haleole sworn: I have seen his 2 parcels of kalo land in the ili of Maunaou. Kahaleohu gave them to him in 1834. there is 1 Poalima in the first piece.	—	—	—	2	Kalo Poalima (1)	MA 7:53 RP 2183 Book 9:389

Kapihe	Helu 4517	Kuiaha	5:453 & FT 8:75-76	Kealoha sworn: I have seen his 7 parcels in the Ahupuaa of Kuiaha 2. 4 parcels are in the ili of Ululoloa; 1 parcel is in the ili of Kupouamo. In the ili of Auliiili, there is 1 parcel, and in the ili of Halaula, there is 1 parcel. All of these parcels are kalo land. These lands are an inheritance from the time of Kamehameha I. ...No. 6 is bounded Makai by the Ala Aupuni... No. 7 is bounded Koolau by the Kahawai Kuiaha...	—	—	—	7	Kalo Ala Aupuni Kahawai	MA 5:451 RP 2197 Book 9:445
Kekanaka	Helu 4518	Kuiaha	5:453-454 & FT 8:76	Kapihe sworn: I have seen his 6 parcels. There are 2 parcels in the ili of Kahaloa; in the ili of Maialoa, there are 2 parcels; at Auliiili, there is 1 parcel; and in the Ahupuaa of Kuiaha, there is 1 parcel in the ili of Kanaloa. These are lands inherited, from the time of Kamehameha I. There are 3 kalo lands and 3 kula lands. ...No.2 is bounded makai by Ala Aupuni... No. 3 is bounded on Koolau by Creek of Kaupakulua... No. 4 is bounded on Wailuku by Creek of Kuiaha... No. 6 is bounded makai by Creek of Kuiaha...	—	—	—	6	Kalo Kula Creek	MA 8:433 RP 2173 Book 9:353
Konohia	Helu 3905F	Kaupakulua	5:454 & FT 8:76-77	Kapihe sworn: I have seen his 3 parcels, ili in the Ahupuaa of Kaupakulua. 1 parcel is in the ili of Wailapa; 1 parcel is in the ili of Pohoiki; and 1 parcel is in the ili of Paehala. These are old lands held, from the time of Kamehameha I. 1. Kalo land... bounded Koolau by the Kahawai Kau[pakulua]; 2. Kalo land; 3. Kula land... bounded Makai by the shore...	—	—	—	3	Kalo Kula Kahawai	MA 8:327 RP 2174 Book 9:355
Wahahee	Helu 3905 B (C)	Pauwela	5:454 & FT 8:77	D. li sworn: I saw Haleole write out the claim. Paele sworn: I have seen his 2 parcels of land. 1 parcel is at Waikina, and 1 parcel is at Mooiki. They are	—	—	—	2	Kalo	MA 5:530 RP 2772 Book 13:3

				kalo lands. D. li gave them to him in 1842.						
Kipu	Helu 7768	Haiku	5:455 & FT 8:78	Paele sworn: I have seen his 2 parcels of kalo land in the ili of Kuliu, Haiku Ahupuaa. Kaaimalani gave them to him in the time of Kamehameha I.	—	—	—	2	Kalo	N/A
Mahiai	Helu 4516	Kuiaha	5:455-456 & FT 8:78	Paele sworn: I have seen his 3 parcels of land. 1 parcel is in the ili of Kalapauila; 1 parcel in the ili of Kaeo, in the Ahupuaa of Kuiaha 2 (Alanui is makai boundary); and 1 parcel is in the ili of Kaohe, in the Ahupuaa of Kuiaha 1. These are all kalo lands. They were inherited from his parents in the time of Kamehameha I.	—	—	—	3	Kalo Alanui	MA 8:409 RP 5454 Book 21:563
Kulaamea	Helu 5420	Haiku	5:456 & FT 8:79	Kealoha sworn: I have seen his 3 parcels of land. 2 parcels are at Waialala, and 1 parcel is at Kiilau, in the Ahupuaa of Haiku 1. Kaonohimaka gave them to him in 1842. Parcels 1 & 2 are kula land; Parcel 3 is kalo land.	—	—	—	3	Kalo Kula	MA 8:413 RP 3941 Book 16:641
Kahalelaau	Helu 3304E	(Haliimaile) & Haiku	5:456-457	Kaina sworn: I have seen his 2 parcels of land. 1 parcel is in Kukuioleu, an ili at Haliimaile; 1 parcel is in the ili of Hano, in the Ahupuaa of Haiku. Kamakahai gave them to him in 1832. He has been opposed by the foreign sugar growers. [Note: Entries for Helu 3304 E, 3504, & 5504, under two names, Kahalelaau and Kahalela, claim the same lands – history, witnesses, and dates are the same. The duplication of claims may have been an agent's error.]	—	—	—	—	Land claimed by sugar growers	N/A
Onaha	Helu 3304B	Pauwela & Haiku	5:457 & FT 8:79-80	Ua sworn: Piliipili wrote out his claim. Paele sworn: I have seen his 4 parcels of land. Parcel 1 (a kalo land) is at Paukii, an ili of Pauwela; Parcel 2 (a kula land) is in the ili of Waiakaama, at Haiku; Parcel 3 (a kula land) is at Kuliu in Apopo; Parcel 4 (a	—	—	—	4	Kalo Kula	MA 5:507

				kula land) is in the Ahupuaa of Haiku.						
				Daniela li gave the first parcel to him. Parcels 2 and 3 were given to him by Ku. Parcel 4 was given to him by Moanopu in the time of Kamehameha I.						
Kanoa	Helu 3304 C (5420 B)	Haiku	5:457-458 & FT 8:80	Kealoha sworn: It is true, his claim was written out. Kapua sworn: I have seen his 2 parcels of land. Parcel 1 is at Auwaiakane; Parcel 2 is at Auhuhu. These are ili of Haiku. They are land inherited from his parents, in the time of Kamehameha I. Parcel 1 is a kalo and kula land. Parcel 2 is a kula land.	—	—	—	2	Kalo Kula (Auwaiakane)	MA 5:523 RP 3940 Book 16:639
Kanihoe (Kanihae)	Helu 3304 D	Pauwela	5:458 & FT 8:80-81	Haleole sworn: It is true, I wrote out his claim, and I know his five parcels of land. There are 3 parcels at Puwaihaa. At Kaluanui, there is 1 parcel; and at Kaluahine, there is 1 parcel. Kahaleohu gave them to him in 1830. Parcels 1, 2, 4, and 5 are kalo lands. Parcel 3 is a Wauke patch.	—	—	—	5	Kalo Kula Wauke	MA 5:529 RP 3329 Book 14:451
Kauahilahaole	Helu 5497	Peahi	5:460 & FT 8:82-83	Anakalea sworn: I have seen his land, 2 parcels in the ili of Koholoumukea, in the Ahupuaa of Peahi. The lands are from his parents in the time of Kamehameha I. Parcel 1 is kalo land; Parcel 2 is a kula land.	—	—	—	2	Kalo Kula	MA 8:350 RP 2627 Book 12:105
Hookano	Helu 3905BB	Haiku	5:460 & FT 8:83	Nahinu sworn: I have seen his 2 parcels of land in the ili of Pohakuloa, at Haiku. These are a right from the time of Kamehameha I. Parcel 1 is a kalo land; Parcel 2 is a kula land.	—	—	—	2	Kalo Kula	MA 5:451 RP 2955 Book 13:393
Pohailele	Helu 5514	Peahi	5:460 & FT 8:83	Anakalea sworn: I have seen his parcel of land, in the ili of Kauahikuakua at Peahi. It is an Aina Loi (taro pond field land), a right from the time of Kamehameha I.	—	1	—	—	Loi (Kalo)	MA 8:344 RP 7310 Book 27:199

Nanukuwaiki (Nanukuwaiki)	Helu 5520	Kaupakulua	5:461 & FT 8:83-84	Kamaka sworn: I have seen his 4 parcels of land. Parcel 1 is at Paaiki; Parcel 2 is at Waialapa; Parcel 3 is at Kalualaea; Parcel 4 is at Kahuku (bounded by Creek of Kaupakulua on Koolau side). These lands are a right from the time of Kamehameha I. The first 3 parcels are kalo lands; the fourth parcel is a kula land.	—	—	—	4	Kalo Kula Creek	N/A
Hoomaikai	Helu 5393	Halehaku	5:461 & FT 8:84	Niho sworn: I have seen her parcel of land in the ili of Pohakoele, Ahupuaa of Halehaku. It is an old land; he got it from his wife, who got it from her first husband, in the time of Kamehameha II.	—	—	—	—	—	MA 8:318 RP 3158 Book 14:109
Keonepahu (Keonekapu)	Helu 3905G	Peahi	5:461 & FT 8:84	Niho sworn: I have seen his 2 parcels of land in the ili of Waiau (Puolokapu), at Peahi. Kekahuna gave them to him in 1846. Parcels 1 and 2 are both kalo and kula lands.	—	—	—	2	Kalo Kula	N/A
Opiopio (Piopio)	Helu 3905 K	Halehaku	5:462 & FT 8:85	Keonepahu sworn: I have seen his parcel of land in the ili of Keomohale, at Halehaku. It is a kalo and kula land. It is a right from the time of Kamehameha I. There are also 2 Poalima parcels within it.	—	—	—	1	Kalo Kula Poalima (2)	MA 8:326 RP 6230 Book 23:627
Kuhaohao	Helu 3905I	Halehaku	5:462 & FT 8:85	Keonepahu sworn: I have seen his land in the ili of Kahoi, at Halehaku. It is an old land, from the time of Kamehameha I. It is a kalo and kula land.	—	—	—	1	Kalo Kula	N/A
Hanauapuaa	Helu 4134	Kuiaha	5:462-463 & FT 8:85- 86	Kapihe sworn: I have seen his 7 parcels of land. There are 3 parcels in the ili of Ululoloa; 1 parcel is in the ili of Ohia at Kuiaha 2; 2 parcels in the ili of Poeelele; 1 parcel at Pohakaiole and Kaheho, in Kuiaha 1. These lands are an inheritance from his parents in the time of Kamehameha. Parcels 1 to 6 are kalo land; parcel 7 is a kula land... No. 1	—	—	—	7	Kalo Kula Creek	MA 4:244 RP 6077 Book 23:319

				is bounded by Creek of Kuiaha on Koolau...						
Kapahau	Helu 6405	Kuiaha	5:463 & FT 8:86	Kapihe sworn: I have seen his 2 parcels of land. 1 parcel is in the ili of Poeleele, the other parcel is in the ili of Kahaloa, at Kuiaha. Puhiale gave these lands to him in the time of Kamehameha I. Parcel 1 is kalo land; Parcel 2 is kula land.	—	—	—	2	Kalo Kula	MA 8:344 RP 2192 Book 9:425
Kekahuna	Helu 4138	Kuiaha	5:463 & FT 8:86-87	Keonepahu sworn: I have seen his 5 parcels of land. There are parcels at Kapili, Poeleele, Kikoakua, and Kuikuiaa, in Kuiaha. It is old land from his grandparents, in the time of Kamehameha I. Parcels 1, 2, 3, and 5 are kalo land; Parcel 4 is a kula land.	—	—	—	5	Kalo Kula	MA 8:385 RP 2170 Book 9:341
Kaai (w)	Helu 4133	Kuiaha	5:464 & FT 8: 87	Keaka sworn: I have seen her 4 parcels of land. Parcel 1 is at Kaheho; 2 is at Poeleele; 3 is at Kapili; and 4 is at Aao; they are in the Ahupuaa of Kuiaha. She got them from Puhiale in the time of Kamehameha I. Parcels 1, 2 & 3 are kalo land; Parcel 4 is a kula land.	—	—	—	4	Kalo Kula	MA 8:412 RP 2200 Book 9:457
Kahale (w)	Helu 4136	Kuiaha	5:464-465 & FT 8:87-88	Kapihe sworn: I have seen her 7 parcels of land. Parcels 1 and 2 are at Ululoloa; Parcel 3 is at Kapili; Parcel 4 is at Poeleele; Parcel 5 is at Kawela; Parcel 6 is at Pohakaiole; and Parcel 7 is at Kaheho. These are an inheritance from her grandparents, in the time of Kamehameha I. Parcels 1, 2, 3, 4 & 5 are kalo lands; parcels 6 & 7 are kula lands.	—	—	—	7	Kalo Kula	MA 8:419 RP 2198 Book 9:449
Kealawaia (Kealawela)	Helu 5393 B (see also Helu 5393)	Kuiaha	5:465 & FT 8:88	Kapihe sworn: I have seen his 3 parcels of land. 2 parcels are at Opihi; 1 parcel is at Kanaloa; they are in the Ahupuaa of Kuiaha. He got the lands from Kuaailla in 1845, but they are old lands from the time of Kamehameha I. Parcel 1 is kalo	—	—	—	3	Kalo Kula	MA 8:336 RP 2191 Book 9:421

				land; parcels 2 & 3 are kula lands.						
Kuaana	Helu 6482	Kuiaha	5:465 & FT 8:88-89	Kamaka sworn: I have seen his 4 parcels of land. Parcel 1 is at Kaihe; 2 parcels are at Kahaloa; and 1 parcel is at Opihi, in Kuiaha 1; Hoikalau gave these lands to him in 1828. Parcels 1 & 2 are kalo lands; Parcels 3 & 4 are kula lands.	—	—	—	4	Kalo Kula	MA 8:340 RP 2189 Book 9:413
Kukiihau	Helu 4959	Haiku	5:465-466 & FT 8:89	Nahinu sworn: I have seen his 3 parcels of land. 1 parcel is at Palau; 1 parcel is at Akuahewa; and 1 parcel is at Maunaoui, in the Ahupuaa of Haiku. It is an old land from the time of Kamehameha I, and given to him by Kaianui in 1848. Parcels 1 and 2 are kula lands; Parcel 3 is 4 lol. ...No. 2 is bounded: Mauka, Pali of Haiku; Koolau, Pali of Haiku; Makai, by the same; Wailuku, by the Creek of Maliko... (Vol. 8:89)	—	4	—	4	Loi (Kalo) Kula	N/A
Ua	Helu 9795 G (& 4959 B)	Kuiaha	5:466 & FT 8:89-90	Kapihe sworn: I know, and it is true that the claim was written out. I have seen 3 parcels of land which belong to him. 1 parcel is at Kahaleula; 1 parcel is at Kupoamoa and Manakahi; and 1 parcel is at Ohia, in the Ahupuaa of Kuiaha. It is an old land from his grandparents, in the time of Kamehameha I. The 3 parcels are kalo land.	—	—	—	3	Kalo	MA 5:509 RP 2169 Book 9:337
Nawaiki	Helu 5361 (see also Helu 4794)	Papaaea	5:466 & FT 8:90	Kahaule sworn: I have seen his kalo land at Papaaea Ahupuaa, Kapeleaumoku gave it to him in 1825. Mauka, Government Land; Koolau, the Pali of Makaiwa; Makai, the Pali of Papaaea; Wailuku, the Kahawai of Puehu.	—	—	—	1	Kalo Kahawai	MA 3:611
Kahaule	Helu 5361 B & 4919	Papaaea (& Pulehu, Kula)	5:467 & FT 8:90-91	It was sworn and stated that the claim was written out by Kekahuna. Kekahuna sworn: I have seen his 4 parcels of land. 1 parcel is at Papalinaloa.	—	—	—	4	Kalo Kula Kahawai (Uala kahiki)	MA 5:489 RP 8336 Book 36:45

				Makaiwa, Hualele, in Papaaea (bounded makai by the shore); Parcel 2 is a kula land at Kaluanui (bounded makai by the shore); Parcel 3 is at Paki, a kula (bounded makai and Wailuku by the Kahawai o Keawakomo). These 3 parcels are at Papaaea. This is an old land right from his parents, in the time of Kamehameha I. Parcel 4 is a Kihapai Uala Kahiki in the Ahupuaa of Pulehu, at Kula.						
Kekahuna	Helu 4965	Papaaea	5:467 & FT 8:91	Kahaule sworn: It is true that it was written out and I know he is telling the truth. 1 parcel at Aweuweu, Puua and Paehala, several ili in the Ahupuaa of Papaaea. It is the land right from his grandparents in the time of Kamehameha I. Aweuweu was from Kamehameha I; Puua is from 1832; and Paehala was gotten in 1829. Above is Puu o Kalainapaepae; Koolau is my land; Makai is my land and the seashore; Wailuku is Kaalae and my land.	—	—	—	1	—	MA 7:112 RP 7231 Book 26:785
Hilea	Helu 5215	Kuiaha, Kaupakulua & Haiku	5:469-470 & FT 8:93	Paele sworn: I have seen his 4 parcels of land. Parcel 1 is at Namanu, an ili at Kuiaha; Parcel 2 is in the ili of Kalapauila; Parcel 3 is at Kaiwaa, an ili at Kaupakulua; Parcel 4 is in the ili of Auhuhu at Haiku. Parcels 1, 2 and 3 were gotten from his parents in the time of Kamehameha I. Parcel 4 was gotten from Kaulanaua in 1837. The 4 parcels are kalo lands. There are two Poalima.	—	—	—	4	Kalo Poalima (2)	MA 8:429 RP 2172 Book 9:349
Kekahuna	Helu 5421, (4942) 4142 & 4945	(Paia &) Haiku	5:470 & FT 8:93-94	Kiha sworn: ...Parcel 2 is kalo land in the ili of Kapuna at Haiku...Kaonohimaka gave him parcel 2 in 1846... parcel 2 is kalo land.	—	—	—	1	Kalo	MA 8:733 & 7:174 MA 7:52 RP 2342 Book 10:349

Pia	Helu 10650 (see also Helu 5452)	Honopou	5:471-472 & FT 8: 94	Kaleo sworn: I have seen his 5 parcels of land. 2 parcels are at Uohale; Parcel 3 is at Ulukaa; Parcel 4 is at Puniawa; Parcel 5 is at Kawaipapa, in Honopou. Parcel 1 is kalo land; parcels 2 to 5 are kalo and uala lands. There is a Poalima in Parcel 2. ...No. 3. Kalo Uala. Bounded: Mauka, my land; Koolau, Alanui pii (road leading to the mountains); Makai, Pali of Honopou; Wailuku, Kahawai of Honopou... No. 5. is bounded: Mauka, Lupe's land; Koolau, Government Land; Makai, by the same; Wailuku, Kahawai of Honopou.	—	—	—	5	Kalo Uala Poalima (1) Alanui pii Kahawai	MA 8:303 RP 3236 Book 14:265
Kuapuu	Helu 5016	Kuiaha	5:472 & FT 8:96	Kapihe sworn: I have seen his 3 parcels of land. Parcel 1 is at Pohakiole; Parcel 2 is at Kaheho (the Wailuku boundary is Kahawai o Kuiaha); Parcel 3 is at Aao, in the Ahupuaa of Kuiaha 1. These parcels are kalo and kula lands. Puihale gave these to him in the time of Kamehameha II.	—	—	—	3	Kalo Kula Kahawai	MA 8:319 RP 2193 Book 9:429
Kahoohanohano	Helu 4131	Kuiaha	5:473 & FT 8:96	Kukao sworn: I have seen his parcel of land, there is kalo and kula uala, in the ili of Kawailoa, at Kuiaha 1. Hoikapaa gave it to him in 1836.	—	—	—	1	Kalo Kula Uala	MA 8:301 RP 2190 Book 9:417
Kanehoalani	Helu 5193 & 5123	Kaupakulua	5:473 & FT 8:97	Kiikii sworn: I have seen his 3 parcels of land. Parcel 1 is at Maumau; Parcel 2 is at Ulukaa; Parcel 3 is at Poiwa, in the Ahupuaa of Kaupakulua. It is a land right from his grandparents in the time of Kamehameha I. Parcels 1 and 2 are kalo and uala lands; Parcel 3 is a kula land.	—	—	—	3	Kalo Kula Uala	MA 8:384 RP 2188 Book 9:409
Piko	Helu 5123B	Kaupakulua	5:473-474 & FT 8:97	Nahinu sworn: I have seen his 3 parcels of land in the ili of Wailapa, at Kaupakulua. It is a land right from his parents in the time of Kamehameha I.	—	—	—	3	Kalo Kula	MA 5:512 RP 4066 Book 17:129

				Parcels 1 and 2 are kalo land; Parcel 3 is kula land.						
Kulahola	Helu 5492	(Kaopa &) Haiku	5:474-475 & FT 8:98	Napua sworn: I have seen his 2 parcels of land. Parcel 1 is at Opelepeleha, Kamana, Haula, Kaupakuole, in the Ahupuaa of Kaopa; Parcel 2 is at Kaluanui in Haiku 2. The first parcel was from his grandparents in the time of Kamehameha I; Parcel 2 was given by Waimaka in 1842. Parcel 1 is kula land. Parcel 2 is kalo land, there are six loi.	—	6	—	2	Loi Kalo	MA 5:449 RP 2211 ½ Book 9:505
Kuha	Helu 4753 (& 4753 B)	Opana	5:475 & FT 8:98	Hoomaikai sworn: I have seen his parcel of land. It is a kalo and kula land in the ili of Kumukukui, in the Ahupuaa of Opana. Ehu gave it to him in 1840. Mauka, Mahoe; Koolau, the Kahawai of Opana; Makai, the Ahupuaa of Peahi; Wailuku, Ulumalu Ahupuaa.	—	—	—	1	Kalo Kula	MA 5:442
Kamaka	Helu 5511	Keaalii	5:476 & FT 8:98	Kaumakaawakea sworn: I have seen his land in the ili of Kaluaooaoa, in Keaalii Ahupuaa. Mamala gave it to him in 1834.	—	—	—	1	—	MA 8:300 RP 2912 Book 13:287
Kaumakaawakea	Helu 5498	Uaoa	5:476 & 8:100	Kawaahulia sworn: I have seen his parcel of land at Maialoa, Kahaoi, Kahauiki, in the Ahupuaa of Uaoa. Auwae gave it to him in the time of Kamehameha I.	—	—	—	1	—	MA 8:319 RP 5963 Book 23:91
Kanui	Helu 5507	Uaoa & Pauwela	5:476 & FT 8:100	Kuahuikala sworn: I have seen his parcel of land in the ili of Kahope, at Uaoa Ahupuaa. It is a kula land. Nahaiohu gave it to him in the time of Kamehameha. Paele sworn: I have seen his 1 parcel of land in the ili of Kanaele, Pauwela Ahupuaa. Daniela II gave it to him in 1847; there is 1 Poalima in it. It is a kalo land.	—	—	—	2	Kalo Kula Poalima (1)	MA 8:302 RP 3343 Book 14:479
Kalulo	Helu 4673B	Uaoa	5:476-477 & FT 8:100	Nohunohu sworn: I have seen his parcel of land at Kakoopua in the Ahupuaa of Uaoa. It is kalo and kula land, which I gave to him in the time of	—	—	—	1	Kalo Kula Poalima (2)	MA 8:420 RP 4058 Book 17:113

				Kamehameha I. There are also 2 Poalima within it.						
Kuahueikala	Helu 4594 B (see also Helu 5494)	Uaoa	5:477 & FT 8:101	Kanui sworn: I have seen his land at Nonoia in the Ahupuaa of Uaoa, it is a kula land. Nohunohu gave it to him during the time of Kamehameha II. There is one Poalima.	—	—	—	1	Kula Poalima (1)	MA 8:403 RP 8500 Book 37:no # (issued in 1951)
Kalino	Helu 5453C	Haiku	5:477 & FT 8:101	Kane sworn: I have seen his parcel of land in the ili of Kaluapuaa at Haiku 1. Kaonohimaka gave it to him in 1836, it is a kula land. There is one Poalima in it.	—	—	—	1	Kula Poalima (1)	N/A
Paele	Helu 5453D	Haiku	5:477-478 & FT 8:101	Kailli sworn: I have seen his 4 parcels of land. Parcel 1 is at Kuliu; Parcel 2 is at Kuliu; Parcel 3 is at Kuliu; Parcel 4 is at Kuliu, in the Ahupuaa of Haiku. These are all kula lands given to him by my parents in the time of Kamehameha I.	—	—	—	4	Kula	MA 3:445 RP 7205 Book 26:759
Kalawaia	Helu 5520B	Kuiaha & Kaupakulua	5:478 & FT 8:102	Kealoha sworn: I have seen his 5 parcels of land. Parcel 1 is at Kalanipali; Parcel 2 is at Kahaleula, in the Ahupuaa of Kuiaha; Parcel 3 is at Kapaaiiki; Parcel 4 is at Pohoiki; Parcel 5 is at Waikalua, in the Ahupuaa of Kaupakulua. It is a land inherited from his parents in the time of Kamehameha. Parcels 1 to 4 are kalo lands (Parcel 2 is bounded by the Kahawai of Kuiaha on the Koolau side); there is a Poalima in Lot 4. Parcel 5 is a kula land, the Kahawai of Kaupakulua bounds it on the Koolau side.	—	—	—	5	Kalo Kula Kahawai Poalima (1)	MA 8:339 RP 2199 Book 9:453
Kaualeleiki	Helu 5118	Papaaea Hanawana Haiku	5:478-479 & FT 8:102-103	Kauiki sworn: I have seen his 6 parcels of land. Parcel 1 is at Papaaea; Parcels 2 and 3 are at Hanawana; Parcel 4 is at Kaluaopii in Hanawana; Parcel 5 is at Auwaiokane in Haiku 2; Parcel 6 is at Killaui in Haiku. Parcels 1 and 2 were given to him by Kekauonohi in the time of Kamehameha II, in 1823.	—	—	—	6	Kalo Kula Kahawai	MA 8:383 RP 6650 Book 24:673

				Parcels 3 and 4 were given to him by Inoino in 1844; Parcel 5 was given by Kanoa in 1846; and Parcel 6 was given by Pahua in 1845. Parcels 1, 2, 3 & 5 are kalo lands; and parcels 4 & 6 are kula lands. Parcel 1. Wailuku boundary is Kahawai of Puuomaile. Parcel 2. Koolau boundary is Kahawai of Naililihaele. Parcel 4. Wailuku boundary is Kahawai of Hanawana.						
Kauhihoewaa	Helu 5119 (see also Helu 5392 D	Hanawana	5:479-480 & FT 8:103	Kauiki sworn: I have seen his 2 parcels of land. Parcel 1 is in the ili of Alae at Hanawana 1. Parcel 2 is at Kapahi, in Hanawana 2. Parcel 1 and 2 are kalo and kula lands. 1. Mauka, Kauhaha; Koolau & Makai, Pali of Alae; Wailuku, Kahawai of Hanawana. 2. Mauka, Pali of Hanawana; Koolau, Kahawai of Hanawana; Makai & Wailuku, Pali of Hanawana.	—	—	—	2	Kalo Kula Kahawai	MA 3:451 RP 2166 Book 9:325
Kawaa	Helu 3714 B (& 5119 B)	Haiku & Kaupakulua	5:480 & FT 8:103-104	Kauiki and Kopa sworn: We have seen his 4 parcels of land. Parcel 1 is at Paukii; Parcel 2 is at Kalaimahina; Parcel 3 is at Waiki, in the Ahupuaa of Haiku; Parcel 4 is at Kalaeokini, in the Ahupuaa of Kaupakulua 1. There are 2 Poalima. Parcel 1. Kula land; Kahawai of Haiku is the Koolau boundary. Parcel 2. Kalo land. Parcel 3. Kalo land. Parcel 4. Kalo land.	—	—	—	4	Kula Kalo Kahawai Poalima (2)	MA 3:472 RP 2437 Book 11:39
Kaalaea (Kaalae)	Helu 5459 D or Kaalae Helu 5459 D	Papaaea, Hanehoi	7:7 & FT 8:126 or 5:481	Kalama sworn: I have seen his land, a kalo and kula parcel at Waikawiiwi, in Papaaea Ahupuaa. Ioane ii gave it to him in 1841. Kanakaokai sworn: I have seen his parcel of kalo kula land in the ili of Opuololo, in the Ahupuaa of Hanehoi. Kaiewe gave it to him in 1844... The Kahawai of Huelo is on the Wailuku boundary. [Note: Kaalae(a)'s original NR claim	—	—	—	1	Kalo Kula	MA 3:445 RP 7205 Book 26:759 See also 5459 (H); page 236

				(5459 D) was for Papaaea. The above Testimony (5:481) is exactly the same as that made for Kaaeae (also written Naaeae) in Helu 5459H/5459 (see NT 8:104). The error in recordation began during the Commission's proceedings.]						
Keahi	Helu 5459Y	Puolua	5:481 & FT 8:104	Kailiwale sworn: I have seen his parcel of land at Puulahakole, in the Ahupuaa of Puolua. It is a kalo and kula land, gotten from Kaiewe in 1844... The boundary on the Wailuku side is the Kahawai of Puolua.	—	—	—	1	Kalo Kula Kahawai	MA 3:449 RP 7054 Book 26:523
Kauahi	Helu 5423	Peahi	5:481 & FT 8:104 -105	Poohina sworn: I have seen his 2 parcels of land. Parcel 1 is at Hakioho; Parcel 2, a kahuahale (house) in the ili of Pohakuhaku, Ahupuaa of Peahi. There is 1 Poalima in his land.	1	—	—	2	Kahuahale Poalima (1)	MA 8:323 RP 4067 Book 17:131
Palea	Helu 5451	Honopou	5:481-482 & FT 8:105	Kaawa sworn: I have seen his 4 parcels of land. Parcel 1 is at Uluku; Parcel 2 is at Kahauiki; Parcel 3 is at Kaluakanaka; Parcel 4 is at Oaku, all of these parcels are in the Ahupuaa of Honopou. They are old lands, from the time of Kamehameha I. There is a Poalima in Parcel 2. Parcel 1. Kalo land; Kahawai of Honopou bounds it on the Wailuku side. Parcel 2. Kalo land. Parcel 3. Kalo land; an Alanui pii a iho (mauka-makai trail) bounds it on the Koolau side. Parcel 4. Kula land; Kahawai of Honopou bounds it on the Koolau side.	—	—	—	4	Kalo Kula Poalima (1) Kahawai Ala pii a iho	N/A
Kauhi	Helu 5392I	Honokala & Holawa	5:482 & FT 8:105 -106	Kahanaua sworn: I have seen his 2 parcels of land. Parcel 1 (a kalo land) is in the ili of Kaluanui, in the Ahupuaa of Honokala (inherited from his parents). Parcel 2 is a kula land in the Ahupuaa of Holawa... There is a Poalima in Parcel 1...	—	—	—	2	Kalo Kula Poalima (1)	MA 8:329

Moi	Helu 5459	Hanehoi, Huelo & Waipio	5:482-483 & FT 8:106 -107	Paukei sworn: I have seen his 3 parcels of land. Parcel 1 is at Kaluaohia in Hanehoi; Parcel 2 is at Kahuku in Huelo; Parcel 3 is at Makaku in Waipio. They are 3 kalo lands.	—	—	—	3	Kalo	MA 3:451 RP 6894 Book 26:241
Paukei	Helu 5459C	Huelo & Hanehoi	5:483 & FT 8:107	Moi sworn: I have seen his 3 parcels of land. Parcel 1, kalo land at Pohakoele, in Huelo; Parcel 2, kalo land at Opuoloolo, in Hanehoi; Parcel 3, kalo land at Punawai, in Huelo... Parcel 1. A Kahawai bounds it on the Koolau side... Parcel 2. Kahawai of Huelo bounds it on the Wailuku side...	—	—	—	3	Kalo Kula Kahawai	N/A
Papaiakea	Helu 5459B	Puolua, Huelo & Waipio	5:483-484 & FT 8:107	Lalahiii sworn: I have seen his 3 parcels of land. Parcel 1 is kalo land at Kuaikawakawa, in Puolua; Parcel 2 is kalo land at Kahaloa, in Huelo; Parcel 3 is kalo and kula land at Waipio (bounded by Kahawai of Puolua on the Koolau side).	—	—	—	3	Kalo Kula Kahawai	MA 3:445 RP 7214 Book 26:773
Olomele	Helu 5459N	Hanehoi	5:484 & FT 8:109	Kuluwaimakalani sworn: I have seen his parcel of land, it is a kalo and kula land in the ili of Pohakaiole, in the Ahupuaa of Hanehoi. Laikini gave it to him in 1830. There is a Poalima.	—	—	—	1	Kalo Kula Poalima (1)	MA 3:447 RP 8113 Book 35:77
Hewahewa	Helu 5459O	Honopou	5:484 & FT 8:110	Puuheana sworn: I have seen his 2 parcels of land. Parcel 1 is a kalo land in the ili of Papuaa, at Honopou. There are 2 people with Kuleana in these parcels, Hewahewa and Puuheana. Also in the ili of Papohaku at Honopou... Parcel 1 and 2 are bounded by Kahawai of Honopou on the Wailuku side...	—	—	—	2	Kalo Kahawai	MA 8:617 RP 3333 Book 14:459
Kaahaiea	Helu 5459F	Puolua, Huelo, Holawa & Waipio	5:485 & FT 8:108	Papaiakea sworn: I have seen his 4 parcels of land. Parcel 1 is kalo land in the ili of Palau, at Huelo; Parcel 2, a kalo land is in the ili of Ohia at Puolua; Parcel 3, is an Opu Olona at Holawa; Parcel 4, is an Opu Olona and kula land at Waipio. There is a Poalima in No. 1...	—	—	—	4	Kalo Olona Poalima (1)	MA 8:317 RP 5934 Book 23:33

				Parcel 1 was given to him by Mahoe in 1819...						
Kuluwaimakalani	Helu 5459E	Huelo & Hanehoi	5:485 & FT 8:108	Papaiakea sworn: I have seen his 2 parcels of land. Parcel 1, is kalo land at Kaanakauke, in Huelo; Parcel 2, is a kula land at Hanehoi. There is a Poalima in No. 1.	—	—	—	2	Kalo Kula Poalima (1)	MA 7:52 RP 5162 20:551
Poohina	Helu 5459I	Honokala & Holawa	5:486 & FT 8:108 -109	Kolea sworn: I have seen his 2 parcels of land. Parcel 1, is kalo land in the ili of Ohia, at Honokala; Parcel 2, is kalo land in the ili of Opae at Holawa. There are 2 Poalima in No. 1.	—	—	—	2	Kalo Poalima (2)	MA 8:330 RP 6576 Book 24:252
Kamanu	Helu 5459K	Waipio, Holawa & Mokupapa	5:486 & FT 8:109	Papaiakea sworn: I have seen his 4 parcels of land. Parcel 1, is a kalo land in the ili of Pohakuloa, Ahupuaa of Waipio; Parcel 2, is a kalo land at Waipio (bounded Makai by Ala Aupuni); Parcel 3, is a kalo land in the ili of Kahikiloa, at Holawa; Parcel 4, is a kula land at Mokupapa. Parcel 1 was given by Kaulupa in 1830; Parcel 2 was gotten in 1847; Kealoha gave him Parcel 3 in 1819; Holokaiwa gave him Parcel 4 in 1819... There is a Poalima in No. 1. No. 2. is bounded Mauka, Kawaha's land; Koolau, seashore; Makai, by the same; Wailuku, Kahawai of Mokupapa.	—	—	—	4	Kalo Kula Poalima (1) Kahawai	MA 8:359 RP 3355 Book 14:503 & MA 8:359 RP 5425 Book 21:505
Pahia	Helu 5459R	Huelo	5:487 & FT 8:110	Kuluwaimakalani sworn: I have seen his 2 parcels of land. Parcel 1. Kalo land in the ili of Pulehu, at Huelo. Parcel 2. Kalo land in the ili of Kahuku, at Huelo. Mahoe gave these lands in 1823... There is a Poalima in No. 1.	—	—	—	2	Kalo Poalima (1)	MA 7:46 RP 4071 Book 17:139
Naoo	Helu 5459S	Huelo & Honokala	5:487 & FT 8:110	Kuluwaimakalani sworn: I have seen his 2 parcels of land. There is a Poalima in No. 1. Parcel 1. Kalo land in the ili of Halalii, at Huelo Ahupuaa. Parcel 2. An Opu Olona at Honokala Ahupuaa. Mahoe	—	—	—	2	Kalo Olona Poalima (1)	MA 7:48 RP 2799 Book 13:59

				gave him parcel 1 in 1823; Kawaha gave parcel 2 in the year 1847.						
Lalahili	Helu 5459T	Puolua, Holawa & Waipio	5:487-488 & FT 8:110 -111	Papaiakea sworn: I have seen his 3 parcels of land. Parcel 1. Kalo land in the ili of Kawahapulua, at Puolua. Parcel 2. Kula land at Holawa. Parcel 3. A Pahale (house) at Waipio. There is a Poalima in No. 1.	1	—	—	2	Kalo Kula Pahale Poalima (1)	MA 7:48 RP 6937 Book 26:321
Kepio	Helu 5459U	Waipio	5:488 & FT 8:111	Papaiakea sworn: I have seen his parcel of land, it is a kalo and kula parcel in the ili of Makaku, Waipio. Kaulupa gave it to him in 1819. There are 3 Poalima within it.	—	—	—	1	Kalo Kula Poalima (3)	MA 3:448 RP 6262 Book 23:691
Kaliki	Helu 5459V	Honopou	5:488 & FT 8:111	Kolea sworn: I have seen his parcel of land, it is a kalo and kula land in the ili of Kuamoohua, Honopou. It is an old land given to him by Ku in the time of Kamehameha I. There are 2 Poalima within it.	—	—	—	1	Kalo Kula Poalima (2)	MA 8:356 RP 7056 Book 26:525
Paaluhi	Helu 5459W	Halehaku	5:488-489 & FT 8:111 -112	Kahoakaku sworn: I have seen his 2 parcels of land. Parcel 1 is a kalo land at Pohakuloa; Parcel 2 is a kalo land at Papalua. These are ili of Halehaku, gotten in the time of Kamehameha I. There is one Poalima each, in Parcels 1 and 2.	—	—	—	2	Kalo Poalima (2)	MA 8:402 RP 7068 Book 26:547
Imihia	Helu 5459X	Honopou	5:489 & FT 8:104	Nakaikuaana sworn: I have seen his 4 parcels of land. Parcel 1, a kalo and uala land at Puniawa; Parcel 2, a kalo and uala land at Kaulukanu; Parcel 3, a kalo and uala land at Papamuku; Parcel 4, a kalo and uala land at Halaula (bounded on the Makai side by the Kahawai of Honopou). These are all ili of Honopou... Parcels 3 & 4 were from the time of Kamehameha I in 1819... There are 2 Poalima in No. 1; one Poalima each in No. 1 and 2... No. 4. is bounded:	—	—	—	4	Kalo Uala Poalima (4) Kahawai	MA 8:299 RP 3241 Book 14:275

				Mauka, my land; Koolau, Pali of Honopou; Makai, Kahawai of Honopou; Wailuku, Pali of Honopou.						
Kawahine (Makapowahine)	Helu 5392 B	Puolua & Waipio	5:489-490 & FT 8:112 -113	Kolea sworn: I have seen his 2 parcels of land. Parcel 1 is a kalo land in the ili of Popolonui, at Puolua; Parcel 2 is a kalo land in the ili of Kahiwa, on the kula at Waipio.	—	—	—	2	Kalo Kula	MA 7:51 & MA 8:309 RP 2782 Book 13:23
Kamoenalauhulu	Helu 5392E	Waipio	5:490 & FT 8:113	Nika sworn: I have seen his parcel of kalo land in the ili of Alele, at Waipio. There is one Poalima.	—	—	—	1	Kalo Poalima (1)	N/A
Kawahine	Helu 5392B	Hanehoi	5:490 & 8:113	Kolea sworn: I have seen his 3 parcels of land. Parcel 1, kalo land at Kaiwa; Parcel 2, kalo land at Naukele; Parcel 3, kalo land at Olona. These are all ili in the Ahupuaa of Hanehoi. There is a Poalima in Parcel 1, and two Poalima in Parcel 2.	—	—	—	3	Kalo Poalima (3)	MA 7:51 & MA 8:309 RP 2782 Book 13:23
Kanakaokai	Helu 5392G	Huelo Puolua Hanehoi & Honokala	5:490-491 & 8:113-114	Moi sworn: I have seen his 5 parcels of land. Parcel 1 is kalo land in the ili of Pulehu, at Huelo; Parcel 2 is kalo land in the ili of Keopi, at Puolua; Parcel 3 is kula land at Luaohia; Parcel 4 is Olona at Hanehoi; Parcel 5 is Olona at Honokala... No. 3. is bounded: Mauka, Mua's land; Koolau, Pali of Hanehoi; on the other two sides, the Kahawai of Huelo...	—	—	—	5	Kalo Olona Kahawai	MA 8:308 RP6969 Book 26:379
Nika	Helu 5392H	Waipio	5:491 & FT 8:114	Kawaha sworn: I have seen his 4 parcels of land. Parcel 1, kalo land in the ili of Pahoa; Parcel 2, kalo land at Kaluaalaea; Parcel 3, kalo land at Pohoiki; Parcel 4, kalo land at Wailoa. These are all ili in the Ahupuaa of Waipio. Kaulupa gave all of these parcels to him in 1828. There is one Poalima in each parcel.	—	—	—	4	Kalo Poalima (4)	MA 7:47 RP 3328 Book 14:449
Makahikipuni	Helu 5392K	Honopou	5:492 & FT 8:115	Kaumakahano sworn: I have seen his kalo land in the ili of Kapapaanae, in the Ahupuaa of	—	—	—	1	Kalo Kahawai	MA 8:323 RP 5421 Book 21:497

				Honopou. Kapeleaumoku gave it to him in 1832. Mauka, the Pali of Honopou; Koolau, the Kahawai of Honopou; Makai, Imihia; Wailuku, Ahupuaa of Halehaku.						
Kamohai	Helu 5162	Holawa	5:492 & FT 8:115	Kapahu sworn: I have seen his 6 parcels of land. Parcel 1. Kalo land at Hanaipuaa, in Holawa. Parcel 2. Kalo land at Kahauiki, in Holawa (Kahawai of Holawa bounds the Wailuku side). Parcel 3. Kalo land at Halelua, in Holawa. Parcel 4. Kula land at Kahakona, in Holawa. Parcel 5. Kalo land at Waikakulu, in Holawa. Parcel 6. Kalo land at Kahikiloa, in Holawa. There is a Poalima in Parcel 1; 2 Poalima in Parcel 2; and 2 Poalima in Parcel 3... No. 2. is bounded: Mauka, Keoho's land; Koolau, Kaio's land; Makai, Naoopu's land; Wailuku, Kahawai of Holawa.	—	—	—	6	Kalo Kula Poalima (5) Kahawai	MA 8:307 RP 2779 Book 13:17
Kealoaha	Helu 4796	Holawa, Honopou, Waipio & Honokala	5:493 & FT 8:116	Keoho sworn: I have seen his 4 parcels of land. Parcel 1. Kalo and kula land at Waikakulu, in Holawa. Parcel 2. Kalo and kula land at Puniawa, in Honopou. Parcel 3. Kalo and kula land at Iwi, in Waipio. Parcel 4. Kalo and kula land at Punahehi, in Honokala.	—	—	—	4	Kalo Kula	MA 8:298 RP 3245 Book 14:283
Kapahu	Helu 4960	Holawa, Honokala & Honopou	5:493-494 & FT 8:116 -117	Kamohai sworn: I have seen his 5 parcels. Parcel 1. Kalo and kula land at Kahikiloa, in Holawa. Parcel 2. Kalo and kula land at Halepohaku, in Holawa (Kahawai of Holawa is the Wailuku boundary). Parcel 3. Kalo and kula land at Kahauiki, in Holawa (Kahawai of Holawa is the Wailuku boundary). Parcel 4. Kalo and kula land at Kaohiulu, in Honokala. Parcel 5. Kalo and kula land at Kawaipapa, in Honopou. There are 2 Poalima in parcel 1...	—	—	—	5	Kalo Kula Poalima (2)	MA 8:306 RP 2777 Book 13:13

Hiilawe	Helu 5516	Holawa & Honopou	5:494 & FT 8:117	Kamohai sworn: I have seen his 2 parcels of land. Parcel 1, is kalo and kula land at Kalokoiki, in Holawa. I gave it to him in 1840. Parcel 2, is kalo and kula land in the ili of Kamania, at Honopou. Uhu gave it to him in 1841. There are 2 Poalima in parcel 1. 1. Mauka, Government Land; Koolau, Kaio; Makai, Kekuamana; Wailuku, Kahawai of Holawa. 2. Mauka, Kanewaa; Koolau, Pali of Honopou; Makai, Kipawale; Wailuku, Pali of Honopou.	—	—	—	2	Kalo Kula Poalima (2)	MA 8:332 RP 3237 Book 14:267
Mua	Helu 5516B	Holawa	5:494 & FT 8:117	Kealoha sworn: I have seen his 2 parcels of land. They are kalo parcels in the ili of Kuahanahana, at Holawa. Mahiahune gave it to him in 1819.	—	—	—	2	Kalo	MA 8:333 RP 2815 Book 13:91
Kaio	Helu 5516C	Holawa	5:495 & FT 8:117 -118	Kamohai sworn: I have seen his parcel of land, it is a kalo land at Halenoni, in Holawa. Kipia gave it to him in 1830. Mauka, Poohina; Koolau, Pali of Holawa; Makai, Kahawai of Holawa; Wailuku, Hiilawe.	—	—	—	1	Kalo Kahawai	MA 8:334 RP 7566 Book 28:229
Naoopu (Oopu)	Helu 5516 D	Holawa	5:495 & FT 8:118	Kamohai sworn: I have seen his 4 parcels of land. Parcel 1, kalo land at Kauhamano; Parcel 2, kalo land, also there; Parcel 3 and Parcel 4, kula land at Kawaipapa. These are ili of Holawa, gotten in the time of Kamehameha I. 1. Mauka, Kipawale; Koolau, myself; Makai, Poohina; Wailuku, Kahawai of Holawa. 2. Mauka, Kipawale; Koolau, Pali of Holawa; Makai, Keaho; Wailuku, Pali of Holawa. 3. Mauka, Poohina; Koolau, Pali of Holawa; Makai, myself. Wailuku, Kahawai of Holawa. 4. Mauka, Mua; Koolau, Pali of Holawa; Makai, myself; Wailuku, Kahawai of Holawa.	—	—	—	4	Kalo Kula Kahawai	MA 8:335 RP 2780 Book 13:19

Poohina	Helu 5516E	Holawa	5:495-496 & FT 8:118 -119	Kamohai sworn: I have seen his 2 parcels. They are kula lands in the ili of Kawaipapa, at Holawa. Mahiahina gave it to him in 1819. There are two Poalima. 1. Mauka, Naoopu; Koolau, Pali of Holawa; Makai, Hiilawe; Wailuku, Kahawai of Holawa. 2. Mauka, Poohina; Koolau, Pali of Holawa; Makai, Naoopu; Wailuku, Kahawai of Holawa.	—	—	—	2	Kula Kahawai Poalima (2)	N/A
Kepaa	Helu 5495 (also recorded as Helu 5595 E)	Honopou	5:496 & FT 8:119	Kaumakahano sworn: I have seen his 2 parcels of land. They are kalo and kula lands at Hunananiho, in the Ahupuuaa of Honopou. Gotten in the time of Kamehameha II. There are 2 Poalima. 1. Mauka, Kaina; Koolau and Makai, Pali of Honopou; Wailuku, a Kahawai. 2. Mauka, Government Land; Koolau, Kahawai of Honopou; Makai and Wailuku, Government Land.	—	—	—	2	Kula Kalo Poalima (2) Kahawai	MA 8:320 RP 3242 Book 14:277
Kulani	Helu 5512	Halehaku	5:496 & FT 8:119	Wiwi sworn: I have seen his 2 parcels of land; gotten in 1819. There is a Poalima in Parcel 1. Par. 1. Kalo and kula land at Papane, in Halehaku. Par. 2. Kalo and kula land at Kawailoa, in Halehaku.	—	—	—	2	Kalo Kula Poalima (1)	MA 8:332 RP 5072 Book 20:371
Kanewaa	Helu 5521B	Honopou	5:496 & FT 8:122	Nakaikuaana sworn: I have seen his parcel of kalo and kula land at Halaula, Honopou. Ku gave it to him in the time of Kamehameha II.	—	—	—	1	Kalo Kula	MA 8:328
Kaaukai	Helu 5506	Halehaku	7:1 & FT 8:119 -120	Kauhi sworn: I have seen his land, 2 parcels. Parcel 1 is kalo land at Ululoloa; Parcel 2 is kalo and kula land at Puniawa; these are ili of Halehaku. Kuauamoaa gave them to him in the time of Kamehameha I. There is a Poalima in the first parcel.	—	—	—	2	Kalo Kula Poalima (1)	MA 8:325 RP 3239 Book 14:271
Koleamoku	Helu 6234	Opana	7:1 & FT 8:120	Kamoana sworn: I have seen his land, 2 parcels. Parcel 1 is a kula land at Kaluahnopi; Parcel	—	—	—	2	Kula Poalima (2)	MA 8:327

				2 is a kula land at Kapuna; these are ili of Opana Ahupuaa. Keaka Habatala (Jack Harbottle) gave them to him in the time of Kamehameha I. There is one Poalima in each of these parcels.						
Napohaku	Helu 5519B	Halehaku	7:1-2 & 8:120	Kaaukai sworn: I have seen his land, 2 parcels. Parcel 1 is kalo land at Kaholo; Parcel 2 is kalo land at Kapalaalaea; these are ili of Halehaku Ahupuaa. Kuauamoa gave them to him in the time of Kamehameha I. There is one Poalima in Parcel 2.	—	—	—	2	Kalo Poalima (1)	MA 8:322 RP 7085 Book 26:581
Mana	Helu 5519C	Halehaku	7:2 & FT 8:120 -121	Wiwi sworn: I have seen his land, 2 parcels. Parcel 1 is kalo land at Papalua; Parcel 2 is kalo land at Puniawa; these are ili of Halehaku Ahupuaa. Kuauamoa gave them to him in the time of Kamehameha I. There are three Poalima in Parcel 1.	—	—	—	2	Kalo Poalima (3)	MA 8:331
Maiola	Helu 4753	Halehaku	7:2 & FT 8:121	Nahinu sworn: I have seen his land, 3 parcels. Parcel 1 is a Pahale at Halauololo; Parcel 2 is kula land also there; Parcel 3 is an Opu Olona at Keohoiki; these are ili of Halehaku. Kuauamoa gave them to him in 1819.	1	—	—	2	Pahale Kula Olona	MA 8:330
Owili	Helu 5522	Hoalua & Puumaile	7:3 & FT 8:121	Kamaka sworn: I have seen his land, 2 parcels. Parcel 1 is a kalo and kihapai in Hoalua Ahupuaa. Parcel 2 is a kalo and kihapai in Puumaile Ahupuaa. Kealiihonui gave them to him in 1843. 1. Mauka, Government land; Koolau, the Pali of Hanawana; Makai, the sea cliff; Wailuku, a Kahawai. 2. Mauka, Government land; Koolau, Kahawai of Puumaile; Makai and Wailuku, the Pali of Puumaile.	—	—	—	2	Kalo Kihapai Kahawai	MA 3:438 RP 6659 Book 24:691

Nakaikuaana	Helu 5521	Honopou	7:3 & FT 8:122	Imihia sworn: I have seen his land, 4 parcels. Parcel 1, kalo and kula land at Papamuku; Parcel 2, kalo and kula land at Kapahi; Parcel 3, kalo and kula land at Kamanu; Parcel 4, kalo land at Kawaipapa. These are all ili of Honopou Ahupuaa. Ku gave them to him 1823. Kahawai of Holawa, bounds parcel 4 on the Koolau side.	—	—	—	4	Kalo Kula Kahawai	MA 8:375 RP 3233 Book 14:258
Kaopu	Helu 5522B	Honopou	7:3-4 & FT 8:122 -123	Nakaikuaana sworn: I have seen his land, 2 parcels. Parcel 1 is kalo and kula land at Papamuku; Parcel 2 is kalo and kula land at Halaula; these are ili of Honopou Ahupuaa. Ku gave them to him in 1823. There is one Poalima in Parcel 1.	—	—	—	2	Kalo Kula Poalima (1) Kahawai	MA 8:377 RP 3234 Book 14:261
				1. Mauka, Uhu; Koolau, Government land; Makai, myself; Wailuku, a Kahawai. 2. Mauka, Uhu; Koolau, Government land; Makai, myself; Wailuku, Government land.						
Kaluhiauhee	Helu 5459Q	Huelo	7:4 & FT 8:123	Papaiakea sworn: I have seen his land, 2 parcels. Parcel 1 is a kalo land at Kawahaokapuaa, in Huelo; Parcel 2 is a kula kihapai at Hanehoi. They are an inheritance from his parents, in the time of Kamehameha I. There is one Poalima in Parcel 1.	—	—	—	2	Kalo Kula kihapai Poalima (1)	MA 7:51 RP 5946 Book 23:57
Keoho	Helu 8584	Holawa & Waipio	7:4-5 & FT 8:123 -124	Kealoha sworn: I have seen his land, 6 parcels. Par. 1. Kalo and kula land in the ili of Kahauiki, Holawa. Par. 2. Kalo and kula land in the ili of Kahakona, Holawa. Par. 3. Kalo and kula land in the ili of Waikakulu, Holawa. Par. 4. Kalo land in the ili of Iwi, Waipio. Par. 5 Kalo and kula land in the ili of Kaluaalaea, Waipio. Par. 6. Kalo and kula land in the ili of Pukuhale,	—	—	—	6	Kalo Kula	MA 8:305 RP 5534 Book 21:723

				Waipio. Kealoha sworn: I have seen his Parcels 1 and 2 were from his parents, gotten in the time of Kamehameha I; I gave him parcel 3 in 1834; Makue gave him parcel 4 in 1841; Auwae gave him parcels 5 and 6 in 1841.						
Kanui	Helu 5250	Hanawana & Puumaile	7:5 & FT 8:124	Kamaka sworn: I have seen his land, 3 parcels. Parcel 1 is kalo land at Kawaihae; Parcel 2 is kalo and kula land at Keauhau; these are ili of Hanawana. Parcel 3 is a kalo field at Puumaile. Parcel 1 was received from Niawaloa in the time of Kamehameha II; Parcel 2 was from Kaniho in 1847; Parcel 3 was gotten in the time of Kamehameha I, 1819. There are two Poalima in Parcel 1 and one Poalima in Parcel 2. 1. Mauka, Kalama; Koolau, Kauhau; Makai, Kauhioewaa; Wailuku, a Kahawai. 2. Mauka, Kauhioewaa; Koolau, Kahawai of Hanawana; Makai, Pauhili; Wailuku, Pali of Hanawana. 3. Surrounded on all sides by Government land.	—	—	—	3	Kalo Kula Poalima (3) Kahawai	MA 3:442 RP 3408 Book 14:609 MA 10:523 RP 6968 B Book 22:427
Uheke	Helu 5250(B)	Honokala	7:5-6 & FT 8:124	Kahanauwaha sworn: I have seen his land, 2 parcels. Parcel 1 is kalo land at Paomai; Parcel 2 is kula land at Keawaula. These are ili of Honokala. I gave them to him in 1839. There is one Poalima each in Parcels 1 and 2.	—	—	—	2	Kalo Kula Poalima (2)	MA 8:304 RP 6866 Book 26:207
K. Israela	Helu 5250C	Honokala	7:6 & FT 8:125	Kahanuwaha sworn: I have seen his land, 2 parcels. Parcel 1 is kalo land at Kahahei; Parcel 2 is kalo and kula land at Keawaula. These are ili of Honokala Ahupuaa. He got his land from his parents in 1819.	—	—	—	2	Kalo Kula	N/A
Kilauea	Helu 6411	Keaaula	7:6 & FT 8:125	Kawaahulihia sworn: I have seen his land, it is a kalo and kula parcel at Kipapa, of	—	—	—	1	Kalo Kula	MA 8:326 RP 8502 Book 37: Helu not provided

				Keaaula Ahupuaa. Kapu gave it to him in 1837.						(Patent issued in 1951)
Kahuku	Helu 5498B	Uaoa	7:7 & FT 8:125 -126	Kawaahulihia sworn: I have seen his land, a kalo and kula parcel at Kahauiki, in Uaoa. Auwae gave it to him in 1834. There is one Poalima.	—	—	—	1	Kalo Kula Poalima (1)	MA 8:297
Koki	Helu 5525	Uaoa	7:7 & FT 8:126	Kawaahulihia sworn: I have seen his land, kalo and kula parcel in the ili of Ohulekailua, at Uaoa. Auwae gave it to him in 1834. Mauka, Alanui Aupuni; Koolau, Pali of Uaoa; Makai and Wailuku, Pali Kahakai (sea cliff).	—	—	—	1	Kalo Kula Alanui Aupuni	MA 8:309
Kaluahinenui	Helu 7972	Keaalii iki	7:7 & FT 8:126	Kawaahulihia sworn: I have seen his land, a kalo and kula parcel at Keaalii iki Ahupuaa, in the ili of Apua. Auwae gave it to him in 1834.	—	—	—	1	Kalo Kula	MA 8:327
Kaapaahili	Helu 5508	Halehaku	7:8 & FT 8:127	Kauhi sworn: I have seen his land, 2 parcels. Parcel 1 is a kalo and kula land at Puniawa; Parcel 2 is a kalo and kula land at Kawaiiki. These are ili at Halehaku. Kuauamoa gave it to him in the time of Kamehameha I.	—	—	—	2	Kalo Kula	MA 8:331 RP 3977 Book 16:713
Kaleo	Helu 5517B & 5459Z	Hanehoi	7:8 & FT 8:127	Kamaka sworn: I have seen his land, a kalo and kula parcel at Mohala, in the Ahupuaa of Hanehoi. Kaiwe gave it to him in 1844. There is one Poalima.	—	—	—	1	Kalo Kula Poalima (1)	MA 3:446
I. Kauhi	Helu 5499	Halehaku	7:8 & FT 8:127	Keoho sworn: I have seen his land, it is 2 parcels. Parcel 1, is a kalo and kula land at Kahoi; Parcel 2, is a kalo land at Puniawa; these are ili of Halehaku Ahupuaa. Kuauamoa gave it to him in the time of Kamehameha I. There are 4 Poalima at Kahoi.	—	—	—	2	Kalo Kula Poalima (4)	MA 8:328 RP 6719 Book 24:799
Kekoa	Helu 5493	Halehaku	7:9 & FT 8:128	Keoho sworn: I have seen his land, it is a kalo and kula parcel at Kahoi, an ili of Halehaku. Kuauamoa gave it to him in the time of Kamehameha I. There is one Poalima.	—	—	—	1	Kalo Kula Poalima (1)	N/A

Kaha	Helu 6455	Pauwela	7:9 & FT 8:128	Kaali sworn: I have seen his land, 2 parcels. Parcel 1, kalo land; Parcel 2, kula land, at Kaohi an ili of Pauwela. It is old land given by Kalola in the time of Kamehameha I. There is one Poalima.	—	—	—	2	Kalo Kula Poalima (1)	MA 8:324 RP 2179 Book 9:373
Keoho	Helu 6510B	Halehaku	7:10 & FT 8:129	Wiwi sworn: I know, and it is true that loane Maria [the Catholic Priest] wrote his claim. I have also seen his land. A kalo and kula parcel at Awiki; Parcel 2, a kalo and kula land at Kahoi; these are ili of Halehaku Ahupuaa. Kuuaomoo gave them to him. There are 2 Poalima within it.	—	—	—	2	Kalo Kula Poalima (2)	MA 5:511 RP 3235 Book 14:263
Kalama	Helu 6510C	Hanawana	7:10-11 & FT 8:129 - 130	Kamaka sworn: I have seen his land, and it is also true that Kahaule wrote his claim. Parcel 1, is a kalo land at Kahauiki; Parcel 2, is a kalo land at Kaluaopii; Parcel 3, is a kula land at Kawaihae. These are all ili in the Ahupuaa of Hanawana. There are two Poalima in Parcel 1.	—	—	—	3	Kalo Kula Poalima (2)	MA 7:114 RP 4111 Book 17:219
Manoa	Helu 6510 D (see also Helu 5464)	Holawa & Honopou	7:11-12 & FT 8:130	Kamohai sworn: It is true that Kahaule wrote his claim, and I have seen his land, 5 parcels. Par. 1. Kalo kula land at Kauhamano. Par. 2. Kalo kula at Haliimaumau. Par. 3. Kalo kula at Kahikiloa. Par. 4. Kalo kula at Waikakulu. These are all ili lands of Holawa Ahupuaa. Par. 5. Kalo land in the ili of Kamania at Honopou... The Koolau boundary is the Kahawai of Honopou... There are 3 Poalima in Parcel 1.	—	—	—	5	Kalo Kula Poalima (3) Kahawai	MA 5:527 RP 2781 Book 13:21
Pupu	Helu 6510E	Halehaku	7:12 & FT 8:130 -131	Kamaikaaloo sworn: I saw loane Maria write his claim. I have also seen his land, 5 parcels. Par. 1. Kalo kula land at Ululooa, an ili of Halehaku. Par. 2. Kalo kula at Papalua, an ili of Halehaku (the Koolau boundary is the Kahawai of	—	—	—	5	Kalo Kula Poalima (1) Kahawai	N/A

				Halehaku). Par. 3. Kalo kula at Kaeke, an ili of Halehaku (the Koolau boundary is a Kahawai). Par. 4. Kalo kula at Kaholo, an ili of Halehaku (the Wailuku boundary is a Kahawai). Par. 5. Kalo kula at Puniawa, an ili of Halehaku. Kuauamoa gave him these lands in the time of Kamehameha I. There is a Poalima in Parcel 1.						
Hanauwaha	Helu 6510F	Honokala, Waipio & Holawa	7:12 & FT 8:131 -132	Hanauwaha. It was I who wrote the claim. Iseraela sworn: I know his land, 5 parcels. Par. 1. Kalo kula at Puuokaupu in Honokala. Par. 2. Kalo kula at Maoli in Honokala. Par. 3. Kalo kula at Kauhiulu in Honokala. Par. 4. Kalo kula at Pukuhale in Waipio. Par. 5. Kalo kula in Waikakulu in Holawa. The first 4 parcels were given by Kekauwai in 1835. Parcel 5 was from Auwae in 1831. There is one Poalima in Parcel 1.	—	—	—	5	Kalo Kula Poalima (1)	MA 5:522 RP 6939 Book 26:325
Olopana (w.)	Helu 6510G	Honokala & Waipio	7:13 & FT 8:132	Hanauwaha sworn: It is true that I wrote her claim, and I know her land, 2 parcels. Parcel 1, is kalo kula land in the ili of Manena of Honokala; Parcel 2, is kalo land in the ili of Alele at Waipio.	—	—	—	2	Kalo Kula	N/A
Wiwi	Helu 6510H	Halehaku	7:13-14 & FT 8:132 - 133	Keoho sworn: It is true that loane Maria wrote his claim, and I have seen his lands. There is one Poalima in parcel 1. Par. 1. Kalo kula land at Awiki, an ili of Halehaku Ahupuaa. Par. 2. Kalo kula at Papalua, an ili of Halehaku. Par. 3. Kalo kula at Kaluakapaoo, an ili of Halehaku. Par. 4. A Pahale at Kaapopo an ili of Halehaku. Kuauamoa gave it to his parents in the time of Kamehameha I.	1	—	—	4	Pahale Kalo Poalima (1) Kula	MA 5:511

Kawaha	Helu 6510 I (see also Helu 6454)	Halehaku (Haiku)	7:14 & FT 8:133	Kouiki sworn: It is true that Kauhioewaa wrote his claim. Kopa sworn: I have seen his land, a kula parcel at Kulihai in Halehaku. It is a right from his parents in the time of Kamehameha. Mauka, my land; Koolau, Kaihe; Makai, Kawaa; Wailuku, the Kahawai of Haiku. [Note: English text (Vol. 8:133) places Kulihai in Haiku, rather than Halehaku, as described in the Hawaiian text.]	—	—	—	1	Kula Kahawai	N/A
Kaili	Helu 6510 K (see also Helu 3905 B)	Haiku	7:14 & FT 8:133	Haleole sworn: It is true that I wrote his claim, and I have seen his land. It is a kula parcel at Popoohanalua in the Ahupuaa of Paihihi. Kaailuwale gave it to him in 1819.	—	—	—	1	Kula	N/A
Ku	Helu 6510 L (see also Helu 7768)	Haiku	7:14-15 & FT 8:133 - 134	Haleole sworn: It is true I have seen his land. Parcel 1. Kula land at Aiawakea and Waiaama, Haiku Ahupuaa. Parcel 2. Kula land at Aiawakea and Waiaama, Haiku Ahupuaa. Parcel 3. Kula land at Aiawakea and Waiaama, Haiku Ahupuaa. Parcel 4. Kalo land at Aiawakea and Kakaikihi, Haiku Ahupuaa. Parcel 5. Kalo land at Pue, Haiku Ahupuaa. Gotten from his parents in the time of Kamehameha I.	—	—	—	5	Kula Kalo	MA 5:504 RP 2181 Book 9:381
Kaihe	Helu 6510 M (see also Helu 6234)	Haiku	7:15 & FT 8:134	Haleole sworn: It is true I wrote his claim. Kawai sworn: I have seen his land. Parcel 1. Kalo land at Hano; Parcel 2, is kalo and kula land at Puehuehu, these are ili of Haiku Ahupuaa. These 2 parcels were gotten from his parents in the time of Kamehameha I. There is one Poalima in Parcel 2.	—	—	—	2	Kalo Kula Poalima (1)	MA 5:525 RP 2184 Book 9:393
Kawai	Helu 6510N	Haiku	7:15-16 & FT 8:134 - 135	Haleole sworn: I wrote his claim. Kaihe sworn: I have seen his land. Parcel 1 is kalo land at Hano; Parcel 2, is kalo land at Puehuehu. These are ili of Haiku Ahupuaa. He got it from	—	—	—	2	Kalo	MA 5:526 RP 4967 Book 20:157

				his parents in the time of Kamehameha I.						
Kamakaeu	Helu 6510 O (see also Helu 7768)	Haiku & Pauwela	7:16 & FT 8:135	Haleole sworn: I have seen his land. It was I who wrote out his claim. Par. 1. Kalo land at Maunaou in Haiku Ahupuaa. Par. 2. Kula land at Waiaama in Haiku Ahupuaa. Par. 3. Kula land at Hoopauwahie in Pauwela Ahupuaa.	—	—	—	3	Kalo Kula	MA 5:521 RP 5259 Book 21:173
Kanui	Helu 6510 P (& 3717 B)	Puolua & Hanehoi	7:16-17 & FT 8:135	It is true that Kaiewe wrote his claim. Kamaka sworn: I have seen his land, 2 parcels. Par. 1. A kalo kula at Keopi in Puolua Ahupuaa. Par. 2. A kalo kula at Opuololo in Hanehoi Ahupuaa (the Wailuku boundary is the Kahawai of Huelo). Kaiewe gave these parcels to him in 1844. There are 2 Poalima in Parcel 1.	—	—	—	2	Kalo Kula Poalima (2) Kahawai	MA 3:450 RP 4951 Book 20:125
Kawaha	Helu 6510Q	Honopou & Waipio	7:17 & FT 8:136	It was I who wrote the claim. Iseraela sworn: I have seen his land, 3 parcels. Par. 1. A kalo kula at Lanikahuli, Honopou Ahupuaa. Par. 2. A kalo kula at Waiohiwi, Honopou Ahupuaa. Par. 3. A kalo kula at Kaluataea, Waipio Ahupuaa.	—	—	—	3	Kalo Kula	MA 5:502 RP 3774 Book 16:307
Naone	Helu 6510R	Honokala	7:17-18 & FT 8:136	Naone sworn: It is true that I wrote this claim. Kawaha sworn: I have seen his land. Parcel 1, is a kalo kula at Lapo (the Wailuku boundary is the Kahawai of Holawa); Parcel 2, is a kalo and kula land at Kauhiulu; these are ili of Honokala Ahupuaa. Kamokuiki gave them to him in the time of Kamehameha, in 1823.	—	—	—	2	Kalo Kula Kahawai	MA 5:503 RP 2778 Book 13:15
Kuewa	Helu 6510T	Honopou	7:18 & FT 8:137	Kawaha sworn: It is true that I wrote his claim (it was forwarded to Mr. Green to send to Honolulu); and I have seen his land. It is a kalo and kula parcel at Lanikahuli in Honopou Ahupuaa. Kapeleaumoku gave it to him in 1831. Mauka, Pali of Honopou; Koolau, Kahawai of	—	—	—	1	Kalo Kula Kahawai	MA 5:510 RP 3775 Book 16:309

				Holawa; Makai, Government Land; Wailuku, Pali of Honopou.						
Makue	Helu 6510S	Waipio & Holawa	7:18 & FT 8:136 -137	Keoho sworn: I saw L. Kaaui write his claim, and I have seen his land, 4 parcels. Par. 1. Kalo land at Iwi, an ili of Waipio. Par. 2. Kalo land at Paauau, an ili of Holawa. Par. 3. Kalo land at Haliimaumau, an ili of Holawa. Par. 4. A kula kalo at Waikakulu, an ili of Holawa. There is one Poalima in Parcel 1.	—	—	—	4	Kalo Kula Poalima (1)	MA 5:506 RP 3238 Book 14:269
Wahieloa	Helu 6510U	Hanawana	7:19 & FT 8:137 -138	Kauhaa sworn: I saw Kahaule write his claim, and I have seen his land. Parcel 1, is a kalo and kula land at Kapua, Waiahole, Kukule, several ili of Hanawana 1 Ahupuaa. Parcel 2, is a kalo kula in the ili of Kauila, of Hanawana 2. Parcel 1, was given to him by Niauloa in 1823. Parcel 2, was given to him by Wili in 1823. There is a Poalima in Parcel 2. 1. Mauka, Alanui Aupuni; Koolau, Owili; Makai, the sea cliff; Wailuku, Kahawai of Hanawana. 2. Mauka, Kanui; Koolau, Kahawai of Hanawana; Makai and Wailuku, Pali of Hanawana.	—	—	—	2	Kalo Kula Poalima (1) Alanui Aupuni Kahawai	MA 5:550 RP 6140 Book 23:447
Kuaiwa	Helu 6510V	Haiku & Honopou	7:19 & FT 8:138	Kao sworn: It is true that Kiha wrote his document and I have seen his land. Parcel 1 is kalo land in the ili of Kapili, Haiku Ahupuaa; Parcel 2 is kula land at Kukuihalo, Kuamoohawea, Haleokane, several ili of Honopou Ahupuaa. Parcel 1 was from Kaianui in 1842. Parcel 2 was from his parents in the time of Kamehameha I, 1819. There is a Poalima in Parcel 2.	—	—	—	2	Kalo Kula Poalima (1)	N/A
Kawaahuliha	Helu 6510 Y (see also Helu 5507 B)	Uaoa	7:20 & FT 8:139	Kawaahuliha sworn: Mahu wrote my claim. Naala sworn: I have seen his land. Parcel 1, is a kalo kula at Kahauone; Parcel	—	—	—	2	Kalo Kula Poalima (2) Kahawai	MA 5:510 RP 6849 Book 26:193

				2, is a kula land at Pohakuloa (the Wailuku side boundary is the Kahawai of Uaoa); these are ili of Uaoa Ahupuaa. Auwae gave them to him in 1834. There are 2 Poalima in Parcel 1.						
Opunui	Helu 6510EE	Pauwela	7:22 & FT 8:141	Niu sworn: It is true that Kiha wrote his claim, and I have seen his land. Parcel 1, is a kalo land at Noni; Parcel 2, is a kalo land at Waikina; Parcel 3, is a kula land at Lewaie; Parcel 4, is a kula land at Elialii; these are all ili of Pauwela Ahupuaa.	—	—	—	4	Kalo Kula	MA 5:517
Kahue	Helu 6510 OO (see also Helu 1402)	Peahi & Kaupakulua	7:25-26 & FT 8:144 - 145	Kahue sworn: I saw Kanaina write out my claim at Kapalama. Kupa sworn: I have seen his land, 4 parcels. There are 2 Poalima in Parcel 1. Parcel 1. Kalo kula at Pohakuhaku, Popoki, Peahi; Parcel 2, Olona; Parcel 3, at Pohakuhaku; these are all ili of Peahi. Parcel 4, Olona at Kaaihoi, in Kaupakulua. 1. Mauka, Kauohi; Koolau, Pali of Halehaku; Makai, Kaholowale; Wailuku, Kahawai of Opana. 2. On all sides surrounded by Government land.	—	—	—	4	Kalo Kula Olona Poalima (2) Kahawai	N/A
Kahue (cont'd.) Helu 6510 OO (see also Helu 1402)				3. Mauka and Koolau, Government land; Makai, a Pali; Wailuku, Kahawai of Opana. 4. Mauka, Upai; Koolau, Pali of Kaupakulua; Makai, Kahuakohe; Wailuku, Kahawai of Kaupakulua.						
Niu	Helu 6510PP	Pauwela & Haiku	7:26 & FT 8:145 -146	Kaupakua sworn: I know that Kiha wrote his claim, and I have seen his land. Parcel 1 is kalo land; Parcel 2 is kula land; in the ili of Kaluanui, at Pauwela. Parcel 3 is a kula land in the ili of Palau, at Haiku. Parcels 1 and 2 were given to him by Davida Malo in 1831. Parcel 3 was given to him by Kukiiahu in	—	—	—	3	Kalo Kula Poalima (1)	MA 5:514 RP 2178 Book 9:369

				1819. There is one Poalima in Parcel 1.						
Kupa	Helu 6510QQ	Halehaku	7:27 & FT 8:146	Kahue sworn: It is true that loane Maria wrote his claim, and I have seen his land. Parcel 1. Kalo land at Haunakepa, Halehaku. Parcel 2. Kula land at Pohakoele, Halehaku. Parcel 3. Kula land, an Opu Olona, at Halehaku. The lands are from his parents in the time of Kamehameha I. There are two Poalima in Parcel 1.	—	—	—	3	Kalo Kula Olona Poalima (2)	MA 5:518 RP 3157 Book 14:107
Kamaikaaloo	Helu 6510RR	Halehaku & Peahi	7:27-28 & FT 8:146 - 147	Kamoku sworn: It is true that loane Maria wrote his claim, and I have seen his lands. Par. 1. Kalo land at Kapalaalaea and Ululoloa, Halehaku Ahupuaa. (There is one Poalima loi in Parcel 1.) Par. 2. Kalo land at Kaeke, Halehaku. Par. 3. Kula land at Kaholo, Halehaku. Par. 4. Kula land at Puniawa, Halehaku. Par. 5. Kula land at Kalena, Peahi Ahupuaa... 2. Mauka, Nahalelaau; Koolau, an Auwai; Makai, Kahoaku; Wailuku, a Kahawai... 5. Mauka, Napohaku; Koolau, Government land; Makai, Pupu; Wailuku, the Kahawai of Peahi.	—	1+	1	4	Kalo Loi Kula Auwai Kahawai Poalima (1)	MA 5:501 RP 3334 Book 14:461
Hanakahi	Helu 6510SS	Opana & Ulumalu	7:28-29 & FT 8:147 - 148	Puahiki sworn: I saw loane Maria write his claim, and I have seen his 6 parcels of land. Par. 1. Kula land at Manokohola, Opana Ahupuaa. Par. 2. Kula land at Hualilili, Opana. Par. 3. Kula land at Kumukukui, Opana. Par. 4. Kula land at Laulauhala, Ulumalu Ahupuaa. Par. 5. Kalo land at Kuawale, Ulumalu.	—	—	—	6	Kula Kalo Poalima (5)	MA 5:516 RP 7331 Book 27:283
				Par. 6. Kula land at Konawaa, Ulumalu... There is one Poalima each in the first five parcels.						

Nika	Helu 6510TT	Haiku (& Waiopua)	7:29 & FT 8:148	I sworn: It is true that Kiha wrote his claim, and I have seen his land. Parcel 1 is a kalo land in the ili of Kakaiahiha, Haiku Ahupuaa. Parcel 2 is in the ili of Piliamoo at Waiopua. Parcel 1 was given to him in 1847 by Kaulua. I gave parcel 2 to him in 1836.	—	—	—	2	Kalo	MA 7:202 RP 4879 Book 19:633
Pahua	Helu 6510UU	Pauwela	7:29 & FT 8:148 -149	Niu sworn: It is true that Kiha wrote his claim, and I have seen his land. Parcel 1 is kalo land at Kapuna. Parcel 2 is kalo land at Mooiki. Parcel 3 is kula land at Kailianu. These are ili of Pauwela Ahupuaa, gotten by his parents from Kanaina in 1819.	—	—	—	3	Kalo Kula	MA 5:514 RP 5502 Book 21:659
Nahinu	Helu 6510VV	Pauwela (& Kula)	7:29-30 & FT 8:149	Kopa sworn: I have seen his land. Parcel 1 is kula land in the ili of Waikina, at Pauwela. Kalaioopuu gave it to him in 1819. Parcel 2 is kula land in the Ahupuaa of Kula. Kaili gave it to him in 1840.	—	—	—	1	Kula	N/A
Poohina	Helu 6510 WW (see also Helu 4673)	Halehaku & Peahi	7:30 & FT 8:149 -150	Kauahi sworn: Truly, I have seen his land, 5 parcels. Parcel 1 is a kalo kula land at Pohakoele. Parcel 2 is kalo kula land at Pohakuhaku. Parcels 3, 4, 5, and 5 are kula lands at Pohakoele. These are ili of Halehaku and Peahi, two Ahupuaa.	—	—	—	5	Kalo Kula	N/A
Kauhi	Helu 6510XX (see also Helu 6234)	Pauwela & Haiku	7:31 & FT 8:150 -151	Kanihae sworn: It is true, Haleole wrote his claim, and I have seen his 7 parcels of land. Par. 1. Kalo land at Puukoa, Pauwela Ahupuaa. Par. 2. Kula land at Puukoa, Pauwela. Par. 3. Kalo land at Puaihaa, Haiku Ahupuaa. Par. 4. Kalo land at Kakaiahiha, Haiku. Par. 5. Kalo land at Kaluanui, Haiku. Par. 7. Kalo land at Kaluanui, Haiku. Parcel 1 was from his parents in 1819. Parcels 2, 3, 4, 5, 6, and 7, I gave to him in 1833.	—	—	—	7	Kalo Kula	MA 5:519 RP 3416 Book 14:625

Naala	Helu 6510YY (see also Helu 5494B)	Keaaula	7:31-32 & FT 8:151	Kawaahulihia sworn: I have seen his land. It is a kalo and kula land in the ili of Makila, Keaaula Ahupuaa. Auwae gave it to him in 1834. There are three Poalima.	—	—	—	1	Kalo Kula Poalima (3)	MA 5:521 RP 8503 Book 37: no # (issued in 1951)
Momona	Helu 5494C	Keaaula	7:32 & FT 8:151	Kawaahulihia sworn: I have seen his land. It is a kalo land in the ili of Kipapa at Keaaula. Auwae gave it to him in 1834. There is one Poalima.	—	—	—	1	Kalo Poalima (1)	N/A
Napoka	Helu 5494D	Keaaula	7:32 & FT 8:151 -152	Kawaahulihia sworn: I have seen his land. It is a kalo kula in the ili of Kapuna at Keaaula. Auwae gave it to him in 1834. There is one Poalima.	—	—	—	1	Kalo Kula Poalima (1)	MA 5:512 RP 8501 Book 37: Helu not given(Patent issued in 1951)
Kilua	Helu 5494E	Halehaku	7:32 & FT 8:152	Maikaaloo sworn: I have seen his land. It is a kalo kula parcel in the ili of Kaeke at Halehaku. Kahoaku gave it to him in 1847. Mauka, Pali of Halehaku; Koolau, Kahoakahu; Makai, Nahalelaau; Wailuku, Kahawai of Halehaku.	—	—	—	1	Kalo Kula Kahawai	MA 5:513 RP 5533 Book 21:721
Kukona	Helu 5494G	Haiku	7:33	Nahinu sworn: It is true that his claim was written, and I have seen his land, in 3 parcels. Parcel 1, kula land at Kamoeloa and Pahinahina. These are ili of Haiku Ahupuaa. Parcels 2 and 3 are at Maunaoui in Haiku 2. Parcel 1 is from his parents in the time of Kamehameha I. Parcels 2 and 3 are from Kahaleohu in 1830 and 1839.	—	—	—	3	Kula	N/A
Kaui	Helu 5494H	Halehaku	7:33-34	Mahoe sworn: It is true that Ioane Maria wrote his claim and I have seen his land, in 3 parcels. Parcel 1 is kalo land at Kanewai. Parcels 2 and 3 are kula land at Pohakoale. These are ili of Halehaku Ahupuaa. Kahoaku gave him parcel 1 in 1840. Hoomaikai gave him parcels 2 and 3 in 1839.	—	—	—	3	Kalo Kula	N/A
Pekupeku	Helu 5515	Peahi, Halehaku & Opana	7:34 & FT 8:152 -153	Kawaapolaole sworn: I have seen his land, 4 parcels. Par. 1. Kalo land at Kaholo, Peahi Ahupuaa. Par. 2. Kalo and kula	—	—	—	4	Kalo Kula	MA 8:359 RP 2774 Book 13:7

				at Kaloko, Peahi. Par. 3. Kalo land at Kaukini, Halehaku Ahupuaa. Par. 4. Kalo kula at Kumukukui, Opana Ahupuaa.						
Kuewa	Helu 3905H	Peahi	7:35 & FT 8:153	Keonepahu sworn: I have seen his land, it is 2 parcels. Parcel 1, kalo land; Parcel 2, kula land; these 2 parcels are in an ili (Hukioho) in Peahi Ahupuaa. He got them from his parents in 1819. There are 2 Poalima.	—	—	—	2	Kalo Kula Poalima (2)	MA 8:326 RP 6230 Book 23:627
Kawaapolaole	Helu 3906B	Halehaku	7:35 & FT 8:153	Keonepahu sworn: It is true that Mahu wrote his claim, and I have seen his land. Parcel 1 is kalo land; Parcel 2 is kula land at Kaukini. These 2 parcels are ili of Halehaku Ahupuaa. Kuauamoao gave them to him in 1830. There is one Poalima.	—	—	—	2	Kalo Kula Poalima (1)	MA 5:515 RP 3100 Book 13:683
Mahoe	Helu 5459G	Huelo	7:35-36 & FT 8:154	Kamaka sworn: I have seen his land, 4 parcels. Par. 1. Kalo land in the ili of Kahaloa, Huelo Ahupuaa. Par. 2. Kalo land in the ili of Ohia, Huelo. Par. 3. Kula land in the ili of Kapeku, Huelo. Par. 4. A kula Opu Olona at Hanehoi. 1. Mauka, Papaiakea; Koolau, Kahawai of Huelo; Makai, Kanakaokai; Wailuku, Mahoe. 2. Mauka, Pahia; Koolau, Paukei; Makai, Kaahaiea; Wailuku; Kuluwaimakalani. 3. Mauka, Government Land; Koolau, Kahawai of Huelo; Makai, Government Land; Wailuku, Kaiewe. 4. Mauka, Koolau and Makai, Government Land; Wailuku, Kaiewe. There are 4 Poalima in Parcel 1, and 1 Poalima in Parcel 2.	—	—	—	4	Kalo Kula Kahawai Olona Poalima (5)	MA 7:49 RP 4063 Book 17:123
Kapela	Helu 4137	Kaupakulua	7:36-37	Kiekie sworn: I have seen his land. Parcel 1 is kula land at Kaluaalea; Parcel 2 is kula land at Kauoha. These are ili in the Ahupuaa of Kaupakulua. It is old land, gotten prior to 1819. There is one Poalima... .. 2. Mauka, Alanui Aupuni; Koolau,	—	—	—	2	Kula Poalima (1) Alanui Aupuni	MA 9:450 RP 3659 Book 16:77

				Ulumalu Ahupuaa; Wailuku Pali of Kaupakulua; Makai, Alanui Aupuni.						
Naone	Helu 4284D	Pauwela	7:37	Pilipili sworn: It is true that his claim was written. Paele sworn: I have seen his land. Parcel 1 is kalo land at Mooiki; Parcel 2 is kalo land at Waiokana. These are ili of Pauwela Ahupuaa. There are 3 Poalima. Parcel 1 was given to him by Kekumoku in 1841. Parcel 2 was given to him by Kila in 1830.	—	—	—	2	Kalo Poalima (3)	MA 9:466 RP 2776 Book 13:11
Kahalela (Kahalelaau)	Helu 3504 (see also Helu 5504 & 3304E)	Haiku & Haliimaile	FT 8:79	The Clt's. lands are of two pieces in Haiku [& Haliimaile]. No. 1. is a kula land in Kukuioleu [Haliimaile]. No. 2. is a kula land in Hano. The Claimant rec'd. it from Kamakakai in 1831. His title been disputed by Kekauonohi. She has sold this place to Judge Parson's.	—	—	—	2	Kula (Disputed)	N/A
Naaeae (Kaaeae)	Helu 5459 (Helu 5459 H)	Hanehoi	FT 8:104	Kanakaokai Sw.: The Clt's. lands are four pieces of kalo and kula land in the ili of Opuololo, Hanehoi Ahupuaa. The Clt. rc'd. this land from Kaiawe in the year 1844. His title has never been disputed. It is bounded: Mauka, Kaiewe's land; Koolau, my land; Makai, Kanui's land; Wailuku, Creek of Huelo. (As translated in Native Testimony.)	—	—	—	4	Kula Kalo Kahawai	MA 3:446 RP 2218 Book 9:533
Huluhulu	Helu 5392	Waipio & Huelo	FT 8:106	Moi Sw.: The Clt's. lands consist of three pieces. No. 1. is the ili of Kapalaoa, Waipio Ahupuaa (gotten in 1842). No. 2. is the ili of Pukuhale, Waipio Ahupuaa (gotten in the days of Kamehameha I). No. 3. is the ili of Kahaloa, Huelo Ahupuaa (gotten in the days of Kamehameha II)... No. 3 is bounded: Mauka, Papaiakea's land; Koolau, Creek of Huelo; Makai, Alakukui's land; Wailuku, Pali of Huelo.	—	—	—	3	Creek	MA 7:58 RP 5535 Book 21:725

Wm. Harbottle	Helu 2937:7	Opana	10:2-3	<p>Kanamu sworn: I have seen his land at Hamakualoa, Maui, it is the Ahupuaa named "Opana." The boundaries are: Mauka - land of Lot Kamehameha; Wailuku - Kaalaea, Ulumalu, Kaupakulua, & Haiku; Makai - the sea; Hana - Keaaula, Uaoa, and Peahi, several Ahupuaa. This land was given to his father, John Harbottle, by Kamehameha I, and he resided peacefully there until his death. The land was inherited by his children, and they are here at this time. (See MA 10:312)</p>	—	—	—	—	—	MA 10:312 RP 7031 (8433) Book 25:117
Wm. Harbottle	Helu 2937:8	Waipio	10:3	<p>Kanamu sworn: I have seen his land at Hamakualoa, Maui, it is the Ahupuaa named "Waipio." The boundaries are: Mauka - land of Lot Kamehameha; Wailuku - Mokupapakua, Mokupapakanaka, and Holawa, several Ahupuaa; Makai - the sea; Hana - Waipio 2, Puolua, and Huelo. This land was given to his father, John Harbottle, by Kamehameha I, and he resided peacefully there until his death. The land was inherited by his children, and they are here at this time.</p>	—	—	—	—	—	MA 10:143 RP 7761 Book29:121
John Caswell	Helu 311	Ulumalu	FT 3:1, 35-36, & 231	<p>This is a claim to land in Hamakua loa east Maui, called Ulumalu. Charles Cockett sworn: I know Mr. Caswells land on Maui in the district of Hamakua, called Ulumalu. I do not know the bounds of it. When Caswell received this land I was working for Gov'r. Hoapili. I did a great deal of work for the King at that time... The land referred to by the King as having been given to Freeman Caswell, was Ulumalu; the land now claimed. This was in 1838. Caswell has ever since lived upon it in</p>	—	—	—	—	—	MA 3:177

				peace, cultivating it and sawing lumber etc... (p. 1)						
				George Lawrence sworn for Cit.: I know the land of Caswell in Hamakua, on Maui. It is called Kulumalo [Ulumalu]. I heard he had this land from Namauu. He took possession of it, to the best of my recollection 8 or 9 years ago; and has lived there ever since. I cannot give the boundaries of this land; it is in part occupied by Natives, but I cannot say how many... (p. 36) Stephen Grant sworn: ...The land was always spoken of as Caswell's... He planted sugar cane on the land, and took timber from it...Caswell held this land at the same time as I held mine...Namauu was the Lord of the land, and Caswell did his poalima work. We held our lands at the sufferance of the chiefs and when they saw fit to turn us off, they might with impunity... (p. 231)						
N. Namauu	Helu 10474	Kaupakulua & Ulumalu	FT 3:408-411	These belong to N. Namauu: ...Kaupakulua and Ulumalu Ahupuaa, Hamakualoa, Maui. (Alii Awardee) (pages 410-411)	—	—	—	—	—	Buke Mahele 1848:174-175 MA 9:256 RP 4490 Book 18:469 & MA 3:239 RP 4471 Book 18:393
li, Daniel	Helu 520	Huelo (& Lahaina)	FT 15:74	Ua sworn, and being shown the survey made by Mr. Alexander, says he knows the piece of land represented and that it belongs to claimant. It was given to li by Hoapili Kane in the year 1835 as an absolute gift. Claimant has held uninterrupted possession of the place up to this time; has a house on it and always cultivated it. (Copy) Resolved, that in view of the statement of His Majesty, that it was his intention originally to have the Division of lands made	—	—	—	—	Land cultivated since 1835	MA 9:319 RP 6847 Book 22:423

				<p>to secure to Daniela li of Maui, "Huelo" in Hamakualoa, and "Nakalepo" in Lahaina, and to the Government, "Kalulu" on Lanai, but that the matter was forgotten at the time, the Minister of the Interior is authorized to correct the decision on record accordingly, By order of Privy Council. January 31st 1853...</p> <p>Kaumauma Sworn: Knows the place claimed by Daniela li. It was given him by Hoapili Kane in the year 1835. He has cultivated and held uninterrupted possession of the place up to this time...</p>						
--	--	--	--	---	--	--	--	--	--	--

Ko'olau District Register Documents

Claimant(s)	Land Commission Award (LCA)	Koolau	Register Book & Page	Summary of Claim Documentation	Hale	Lo'i Kalo	Auwai	Kihapai Kula Mahiai Mahina Mala Moo Opu Pa	Crops, Activities and Resources Identified	Disposition N/A=Not Awarded Mahele Award Book & Royal Patent
Tito Kealina	Helu 2441	Kearae	3:501	I have a kuleana in the ili called Lalaola, gotten from Kaualoku. It is 19 loi, a dry land kula, and upland woods and Olona. Sept. 4, 1847	—	19	—	2	Loi (Kalo) Olona	See Testimony
Kaea	Helu 2442	Kearae	3:501	June 22, 1847 My kuleana in the ili of Analoa is 6 loi, there is also a claim for a wooded kula, gotten from Kanehaku II. I have a kuleana in the ili of Kiapu, a kula with hala growing on it, at a place near the shore. Gotten from Hoaai.	—	6	—	2	Loi (Kalo) Hala	See Testimony
Kanehaku	Helu 2443	Kearae	3:501	My kuleana is in the ili of Pololua, there are 2 loi, 1 loko (pond), a kula parcel, and wooded section in the uplands. Gotten from Hoaai. Kamakau Kanehaku. I have a kuleana in the ili of Kanemakue, it is Olona in the uplands and a wooded area. Kanehaku. Dec. 30, 1847.	—	2	—	3	Loi (Kalo) Olona Loko	See Testimony
J.Y. Kanehoa	Helu 8518B	Ulaino	3:708	Ahupuaa of Ulaino, Koolau, Maui. (Alii Awardee)	—	—	—	—	—	See Testimony
Bokii	Helu 4639	Wailua	4:318	My land is at Wailua. Keahi gave me this section of land in the ili Paakamaka. There are 17 loi there and a section of kula (land) that I think should be for me. In the ili of Paulae, there are also some loi, one loi was given to me by Pao; there in the ili of Waieli, there are also two loi which are mine, given to me by Pao. There in the ili of Mauu, I also have a claim, it is the place where my	1	20 +	—	1	Loi (Kalo) Hale	N/A

				house stands. My hale (house) was given to me by Kaniho.						
Pahukaa	Helu 4642	Wailua	4:319	My section of land is at Wailua, in the ili of Waikani. Kaniho gave me this section of land. There are eleven loi and a kula within it, that I think should be for me. In the ili of Waieii, there are also ten loi which are mine. Kiowai gave them to me.	—	21	—	1	Loi (Kalo)	See Testimony
Puuhonua	Helu 4647	Wailua	4:319	My land is at Wailua. Manu, the first Konohiki of this land gave me this section of land in the ili of Waikani. In the ili of Paulae, there are 3 loi. I want to secure this land for myself.	—	3	—	—	Loi (Kalo)	N/A
Maewaewa (I)	Helu 4706 (see also Helu 4848 F)	Kearae	4:324	I received the ili aina of Kukuilono from my kupuna. Kauahikaua was their landlord. They are all dead, and I have received it. There are 12 loi, and a kula, where uala are planted; also an upland place. That is it. I am Maewaewa, the konohiki.	—	12	—	1	Loi (Kalo) Uala	See Testimony
D. Malaihi	Helu 4752 (see also Helu 4925F)	Kapehu	4:326	My claims for cultivated land are at Kapehu. Kapehu is an Ahupuaa, there are no ili within it. My two cultivated parcels are named Kanukualii. Cultivated field 1 is mauka, it is 40 long by 30 wide; cultivated field 2 is makai, it is 30 long by 18 wide. I have resided there for a long time...	—	—	—	2	Mahi	See Testimony
Naka	Helu 4778	Wailua	4:327	My land is at Wailua. Kaniho gave me this land, it is Palolena, an ili, not an Ahupuaa.	—	—	—	—	—	N/A
Naholo	Helu 4788 (see also Helu 6768C)	Honolulu	4:327	My land claim is in the ili of Oihiihinui. It is an old ili (held) from Kamehameha I.	—	—	—	—	—	See Testimony
Nalau	Helu 4797 (see also Helu 4832 & 4925C)	Kapaula & Kapaakea	4:328-329	Dec. 30 1847. My kuleana is for cultivated land in the Ahupuaa of Kapaula, gotten from Kaakai and Kalaluhi folks. I also have cultivated land in the Ahupuaa of Kapaakea.	—	1	—	2	Loi (Kalo)	See Testimony

				There is also a place with one loi, gotten from Kalino.						
Kalawaia	Helu 4830 (See also Helu 4832 & 4925D)	Waiohue & Kapaakea	4:330	My kuleana is a cultivated area at Waiohue and Kapaakea. At Waiohue there are four cultivated places, and a fifth place that was taken from me, a loi ia (taro pond-fish pond) that I dug. At Kapaakea there are 2 loi, gotten from Malaea and Wahahua.	—	3	—	4	Loi (Kalo) Loi ia (pond in which taro and fish are grown)	See Testimony
Wahahua	Helu 4831 (see also Helu 4925E)	Kapaakea, Puakea & Kapehu	4:330	I have a cultivated kuleana at Kapaakea, land of Kalani [S. Grant], and at Puakea, and at Kapehu of Haua. At Kapaakea there are 4 small loi, and some larger ones at other places. They were given to me by Malaea. At Puakea is where my hale (house) is, the land was given to me by Kalawaia. At Kapehu is a place that I cultivate, given to me by Haua.	1	4 +	—	3 +	Loi (Kalo) Hale	See Testimony
Kamahine Kaahiki Kaumaka Kalawaia Makuakane & Nalau	Helu 4832	Waiohue, Kapaakea	4:330-331	We have submitted our claim for the kuleana that we cultivate. We also wish to make a claim for the opu Olona that we cultivate in the distant uplands. There are several of us who make this request, our names are Kamahine, Kaahiki, Kaumaka, Kalawaia, Makuakane and Nalau (Note: Kamahine, see Helu 4925 H; Kaahiki, see Helu 4925; Kaumaka, see Helu 4925 K & 5155; Kalawaia, see Helu 4925 D; Makuakane, see Helu 4754; Nalau, see Helu 4797 & 4925 C.)	—	—	—	—	Opu Olona	See Testimony (various Helu)
Naohiki	Helu 4857 (see also Helu 4665H)	Keanae	4:331	My kuleana is in the ili of Waialohe, it was given to me by Kapoe. There are 10 loi, a muliwai (estuarine - fishery), dry land uala fields, an upland kalo field, a kula, and two Opu Olona.	—	10	—	5 +	Loi Kalo Muliwai (estuarine fishpond) Uala Olona	See Testimony

Kauiui	Helu 4858	Keanae	4:331	I have a claim for 3 loi; in the land of Kaea, there are 2 loi; in the land of Kawaopea there is 1 loi. Kaumiimi gave me one loi and Kaea gave me 2 loi. Here I am, the one who has these loi. Kealina supports me in this claim.	—	3	—	—	Loi (Kalo)	N/A
Kiko (wahine)	Helu 4859	Keanae	4:332	My kuleana is several opu Olona (Olona patches). Some opu Olona are at Pahoa, gotten from Punaluu. Popoki also gave some opu Olona at Keanae.	—	—	—	4 +	Olona	N/A
Kaopa	Helu 4860 (see also Helu 4853L)	Keanae	4:332	My ili is named Koleamoku, there are 11 loi. There is also a dry land kalo patches in the uplands, and two loi in Kanes' (kuleana). Hoaii gave it to me.	—	13	—	2 +	Loi Kalo	See Testimony
Kane	Helu 4861 (see also Helu 4848B)	Keanae	4:332	I have an ili, it's name is Waioea, and there are 11 loi. There is also an upland parcel above here. Kekapoi gave them to me. There is also land below, Kuhelemanu, in the land of Mamamikawaha, I have three loi there. I also have a kulanakauhale (house) that is in my claim.	1	14	—	1	Loi (Kalo) Kulanakauhale	See Testimony
Nuole	Helu 4863	Keanae	4:332	I have an ili, Kapae is it's name. There are 16 loi, and an Olona patch in the uplands. Kekapoi gave it to me. Kamakahiki adjoins this kuleana.	—	16	—	1	Loi (Kalo) Olona	N/A
Paele	Helu 4862	Keanae	4:332	I have 3 loi. Kanaloa gave them to me. There is also a section that is now fallow, that is a part of my claim.	—	3	—	1	Loi (Kalo)	N/A
Kueeau	Helu 4864B	Keanae	4:333	I have a claim. There are two loi in the land of Mahoe; at Kealakekua, there is 1 loi; at Kaaumaikanaha there are two loi. Kailio gave me my right, and Kiko. These are the people who speak for me.	—	5	—	—	Loi (Kalo)	N/A
Kaumaka	Helu 5155 (see also Helu	Kapaula Kapaakea	5:11	I have cultivated fields at Kapaula. Kapaula is an Ahupuaa and there are no ili	—	—	—	6	Mahi	See Testimony

	4832 & 4925K)			within it. I have a thought to claim 6 parcels; these cultivated fields were gotten from Kauhi. There are 5 cultivated fields at Kapaula, and 1 field is at Kapaakea, in the land of Kalani. These 6 fields described above, were once untended and overgrown... I have tended these 6 fields for almost 6 years...						
Nahuina	Helu 7262 (see also Helu 10512)	Keaa	5:311	I hereby explain to you about my lands which remain to me from the King. Kauaka, an ili at Waipio, Ewa Oahu. 1 Ahupuaa of Keaa, Koolau Maui.	—	—	—	—	—	See Testimony
Kauanoa	Helu 3041	Honolulu & Makapipi	6:32	I have 7 loi at Honolulu, Koolau. Nailima is the one who gave them to me. Kane, the Konohiki gave it to him. My place where I live is at Makapipi, it is enclosed with a rock wall, I got it from Kuna. Dec. 29, 1847	1	7	—	—	Loi (Kalo)	See Testimony
Zakalia Kekio	Helu 3187	Honomanu	6:40	My claim is for an overgrown land at Honomanu, it was leased to the school teacher for 25 pahao (labor days); .62 ½ \$ for the labor. This is a new land, only recently worked. The water now flows and the ai (taro) is mature.	—	—	(1)	—	Loi (Kalo) (Auwai)	See Testimony
Kaihaa	Helu 3472	Pauwalu & Wailua	6:88	Kaihaa is at Pauwalu and Wailua. At Pauwalu, there are 16 loi, at Wailua, there are 5 loi. At Pauwalu second, there are 20 loi. Also some kula land. Dec. 27, 1847	—	41	—	1	Loi (Kalo)	See Testimony
Kiowai	Helu 3499	Wailua	6:94-95	I am a man of Koolau, at Wailua, my kuleana are loi and kula. At Wailua there is 1 loi; at Keononalu there is 1 loi; at Paehala there is a kula parcel; the hale (house) stands at Paehala; there is also a hala grove at Paehala. At Waieli in Wailua, there are 7 loi, and at Paakamaka, Wailua, there are	1	41	—	2	Loi (Kalo) Hale Hala	See Testimony

				5 loi. At Palolena there are 27 loi. At Kealaalaea there is a kula parcel. 27, Dec. 1847						
Davida Malo	Helu 3702 (see also Helu 5410)	Makapipi 1 & 2 & Honolulu iki	6:116-117	These are my lands from the Alii.... There are three Ahupuaa at Koolau Maui, gotten in 1843, from Kekauluohi.... 2 Makapipi and Honoluluiki at Koolau...	—	—	—	—	—	See Testimony
Wahinemaikai	Helu 4561 (see also Helu 6049)	Wailua	6:181	My land is at Wailua. Kaniho, the Konohiki gave it to me, it is the ili of Waieli. I got it before the Church (Kaluakini) was made. January 11, 1848	—	—	—	—	—	See Testimony
Wailaahia	Helu 4562	Wailua	6:182-183	Jan. 8, 1848 My kuleana is at Wailua. Kaniho and Wahinemaikai gave me four loi, in the ili of Kaaku. Here in the ili of Maulu, I also have property on the land above the Pali. It lies from the honua (flat land) to the distant upland forest. From Kaumiumi to the cliff. At this place, is where my hale stands and where I plant some things. Kapoko, the Konohiki, gave it to me before the Ainoa [ca. 1819]. In the ili of Palolena, I have five loi. In the ili of Panua there are also loi.	1	9 +	—	2	Hale Loi (Kalo)	See Testimony
Hoonoho	Helu 4587	Wailua	6:186	My kuleana is at Wailua, gotten from Kaniho, the Konohiki, a section of land in the ili of Keononalu. There are 12 loi in this ili and a kula parcel. The makai side is bounded by Waiapea, and mauka, by the land of Moo. I have been on this land for 10 years.	—	12	—	1	Loi (Kalo)	See Testimony
Moo	Helu 4725	Wailua	6:193	My kuleana is at Wailua, in the ili of Paakamaka. It was given to me by Kaniho. There are 9 loi and a kula parcel.	—	9	—	1	Loi (Kalo)	See Testimony
Makaole	Helu 4726	Wailua	6:193	My kuleana is at Wailua, there are two (parcels) in this ili of Paulae. Given to me by Mokuiaae, the Konohiki. There	—	23	—	2	Loi (Kalo)	See Testimony

				are 9 loi and a kula parcel. And the other one is 14 loi and a kula parcel.						
Moo II	Helu 4729	Wailua	6:194	My land is at Wailua, gotten from Naiwi. There are 3 loi in the ili of Makaku. In the ili of Paulae there are 2 loi that are mine, gotten from Kaniho. In the ili of Palolena there are 2 loi, gotten from Kamai. In the ili of Maulu, is where my hale stands, and one loi a little distance from there. Jan. 13, 1848	1	8	—	—	Hale Loi (Kalo)	See Testimony
I. Makuakane	Helu 4754 (see also Helu 4832)	Kapaula & Kapaakea	6:198	My kuleana are in the Ahupuaa of Kapaula and elsewhere. There are 6 places that I have cultivated. I have had them since before the Ainoa [prior to 1819]. At Kapaakea, is the sixth place that I cultivated. Kalani took it, and I wish it returned. There are 3 small loi there.	—	3	—	6	Loi (Kalo)	See Testimony
Naiwi	Helu 4772	Wailua	6:198-199	My land, given to me by Kaniho, the Konohiki, is in the ili of Makaku. I have lived there for many years. I also have five loi at Waieli, gotten from Kiowai. At Keononalu, there is one loi, gotten from Wahapuu. In the ili of Kalimapuhi, I have one loi. In the ili of Waikani, I have one loi, gotten from Kaniho. In the ili of Maulu, I have three loi, also from Kaniho. In the ili of Kaahu, there is one loi, from Kalano.	1	12	—	—	Loi (Kalo)	See Testimony
Nakihei	Helu 4773 (see also Helu 4773B)	Wailua	6:199	Kaumauma, the Konohiki gave me 9 loi in the ili of Kalimapuhi. One loi in the ili of Paakamaka was from Wahine. I have resided upon these places for many years.	1	10	—	—	Loi (Kalo)	See Testimony
Nalimanui	Helu 4774	Wailua	6:199	My land is at Wailua, gotten from Kaniho, in the ili of Kealia.	—	—	—	—	—	See Testimony
Namakaimau	Helu 4787	Wailua	6:199-200	I have a pahale lot at Wailua, gotten from my parents.	1	—	—	—	Pahale	N/A

Malailua	Helu 4847 (see also Helu 6723)	Kearae	6:207-208	My land is at Kearae, Koolau. Kuo is the name of my land, there are 8 loi there. It is next to Kamamaimoku on one side, and Kaumikanaha on the other side. Kalimanui gave it to me. In the ili of Kalihi, there are two loi; and in Ololokeahi, there is 1 loi.	—	11	—	—	Loi (Kalo)	See Testimony
Kuluhiwa	Helu 4848	Kearae	6:208	My land is at Kearae, the ili is named Ololokeahi. I have 9 loi there, given to me by my parents. I also have an upland kula parcel in this ili.	—	9	—	1	Loi (Kalo)	See Testimony
Lahilau (Kalohelau)	Helu 4849 (see also Helu 4849B)	Nahiku (Makapipi)	6:208	My land is in Nahiku, the name of the ili is Kahoomanamana. This land is from my parents. There are two small loi there, and it is near the land of Kaumoki. My parents made them, and I got them.	—	2	—	—	Loi (Kalo)	See Testimony
Kaai Helu 4850	Helu 4850	Honoluluiki	6:208-209	My land is at Honoluluiki, there are 8 loi, Kalei gave it to me. Hiiki is the name of the ili.	—	8	—	—	Loi (Kalo)	See Testimony
Aoao	Helu 4851	Honolulunui	6:209	At Honolulunui, the ili is named Kahooana, it adjoins Honoluluiki, there is a kahawai (stream) between the two. I wish to secure this land for myself and my heirs.	—	—	—	—	Kahawai	See Testimony
Uwaua	Helu 4852	Honolulu	6:209	My land is at Honolulunui, it is named Kawiwi, it extends from the shore to the mountain, and it adjoins the land of Olopana. It was given to me by Kaheana wahine in the time of Kahekili.	—	—	—	—	—	See Testimony
Kawaloa	Helu 4853	Waiahole	6:209	My land is at Kaululua, Koolau; Waiahole is the name of my land. It is next to the land of Kaululena on one side. Kahakawai gave it to me.	—	—	—	—	—	See Testimony
Mamaikawaha	Helu 4854	Kearae	6:210	My land is at Kearae, it is a kihapai and 4 loi, the land adjoins Malailua's place on one side, and the land of Kealina and Kiko on the other side. It was given to me by Kaiawalu. At another place, there are two loi, near the	—	6	—	1	Loi (Kalo)	See Testimony

				Luakini (Church). Kaneheloha gave it to me.						
Kaihu	Helu 4856	Kearae & Waianu	6:210-211	My kuleana was given to me by Kekapoi, and under Nakaiewalu and Hoaai it was not contested. Haleakea is the name of my ili, there are 4 loi and an open field, also a piece of land in the uplands. I have two loi elsewhere and an Olona patch at Waianu, that was given to me by Kawahine.	—	6	—	2	Loi (Kalo) Olona	See Testimony
Kapali	Helu 4865	Wailua	6:211	My place is at Wailua, it is one-third of the ili named Kealia. It begins a little above the alanui (trail) that crosses the uplands, adjoining the land of Kaholowaa. It was given to me by Kaniho. Dec. 31, 1847	—	—	—	—	Alanui	See Testimony
Kaholowaa	Helu 4866	Wailua	6:211	My land is at Wailua, adjoining the land of Kai. It was given to me by Kaniho, the Konohiki.	—	—	—	—	—	See Testimony
Wahapuu	Helu 4867	Wailua	6:211-212	My land is the ili named Keononalu, at Wailua. It is on the mauka side of the near-shore alanui. It extends from there to the uplands at a dry land parcel. Kaniho gave it to me, and I have had it for many years.	—	—	—	1	Alanui	See Testimony
Kahaku	Helu 4867B (see also Helu 4853B)	Keaa	6:212	My land is at Keaa, Koolau. Ahikala is the name of the ili, and my land is in there. It is along the alanui that goes to the uplands, up to the amaumau. Naeku gave it to me.	—	—	—	—	Alanui	See Testimony
Makua	Helu 4868	Makapipi	6:212	My land is at Makapipi, Koolau. Kailoi is the name of the ili, and I have a section there. Gotten by my parents in the time of Kamehameha I.	—	—	—	—	—	See Testimony
Kaumoki	Helu 4869	Makapipi	6:212	My land is at Makapipi, Koolau. My land is the ili named Kaohi, I am the only one on this land. Kaeha, the Konohiki gave it to me.	—	—	—	—	—	See Testimony
Keliiokekanaka	Helu 4870	Makapipi	6:213	My land is at Makapipi, Koolau, in the ili named	—	—	—	—	—	See Testimony

				Waawaa. Kaeha gave it to me. 2. Waikupo is the name of another ili which I received from my parents. These lands are in Makapipi						
Kalohie	Helu 4871	Honolulu	6:213	My land is at Honolulu, Koolau. Olopana is the name of the ili. It adjoins the land of Uwaua, and extends from the shore to the mountain. Gotten by my kupuna in the time of Kamehameha I.	—	—	—	—	—	See Testimony
Kukalau (Kukalaaui)	Helu 4872	Honolulu Nui	6:213	My land is at Honolulu Nui, Koolau. Kauhipoko is the name of my ili, from near the shore to the amaumau. I adjoins the land of the name, Alapana. Hilihewa gave it to me.	—	—	—	—	—	See Testimony
Kalei	Helu 4873	Makapipi	6:213-214	My land is at Makapipi, Kuemanu is the name of the ili. I am the only one on this ili. It extends from the alanui to the mountain. Kaeha gave it to me.	—	—	—	—	Alanui	See Testimony
Kealiiholiai	Helu 4873B	Kukui	6:214	My land is at Kukui, Koolau. Kamakehau is the ili. I and Kaumoki are the only two here. Holoua gave it to me.	—	—	—	—	—	N/A
Makea	Helu 4874 (see also Helu 4853H)	Kearae	6:214	My land is at Kearae, Koolau. It is an entire ili, named Paehala, and adjoins the land of Ehu. Kapoi gave me this land.	—	—	—	—	—	See Testimony
Kaahiki	Helu 4925 (see also Helu 4832)	Kapaula	6:220-221	Dec. 29, 1847. My cultivated lands are at Kapaula. Mokuhalii gave me the first cultivated parcel. Held since the death of Keopuolani [1823]. The second cultivated parcel was given to me by Makaikilani. I've planted it for 5 years. The 4th cultivated parcel, I got from Haaheo, more than 10 years ago. The 5th cultivated parcel, gotten from the same person, I've planted for 10 years. The sixth cultivated parcel, gotten from	1	—	—	7	Wahi mahi Hale	See Testimony

				the same person. It is also where my hale stands. I've lived there for 15 years. The seventh cultivated parcel, was gotten from Kalaluhi, I've planted for 12 years.						
Kekahuna	Helu 5030	Wailua	6:229	My section of land is at Wailua, gotten 10 years ago from Kaniho, the konohiki. There are 10 loi and a parcel of kula. Below it is the land of Kaohilae, and mauka is the land of another.	—	10	—	1	Loi (Kalo)	See Testimony
Kanukualii	Helu 5039B (see also Helu 4925B)	Waiohue	6:232	12, Jan. 1848 My kuleana is in the Ahupuaa of Waiohue. Kole gave it to me, then he was removed, and Mahuka gave it to me. I have resided here for many years.	—	—	—	—	—	See Testimony
P. Kaaukai	Helu 5039	Kapaula	6:232	My kuleana is in the Ahupuaa of Kapaula. Pahu gave it to me, and when he was removed, Kamakini gave it to me. I have resided on it for many years.	—	—	—	—	—	N/A
Kaiwa	Helu 5049	Wailua	6:232	My kuleana is in Paakamaka, at Wailua, Koolau. Given to me by the konohiki.	—	—	—	—	—	See Testimony
Kamanu	Helu 5051	Wailua & Pauwalu	6:233	My land is at Wailua. Wahapuu gave it to me, a parcel in the ili of Keononalu. There are 26 loi and a section of kula in this parcel. There are also three loi in the ili of Waieli, gotten from Wahinemaikai. Also in Waieli are three other loi, gotten from Kahahei. In the Ahupuaa of Pauwalu, there is one loi, gotten from Kaaikalihii. At Paakamaka, there is one loi, gotten from Kaiwa. The place where my hale is situated is another claim, and the things which I inherited.	1	34	—	1	Loi (Kalo) Hale	See Testimony
Kuiki	Helu 5052	Wailua	6:233	My land is at Wailua, gotten from Keahi, the konohiki. There are two parcels of land in the ili of Palolena. In one there are 14 loi, in the other,	1	29	—	1	Loi (Kalo) Hale	See Testimony

				there are 15 loi and a kula parcel. In these parcels, is also my hale claim, along with those things which are mine.						
Kaiwikaola	Helu 5054	Wailua	6:234	My land is at Wailua, given by Hapapako to my parents, the ili of Waieli. They have died and I am their heir.	—	—	—	—	—	See Testimony
Kamai	Helu 5055	Wailua	6:234	My land is at Wailua, gotten from Kaniho, the konohiki. In the ili, there is a parcel of land, it is in the ili of Palolena. There are 11 loi. In the ili of Waikani there is another parcel of land with 11 loi. In the ili of Paakamaka, there are two loi, gotten from Wakini. In Kalimapuhi, there are 4 loi, and in Palolena 2, there are two more loi, and a kula parcel. I have resided on these lands for many years. There is also my hale claim, in the ili of Kaahu.	1	30	—	2	Loi (Kalo) Hale	See Testimony
Kumulani	Helu 5056	Wailua	6:234-235	My land is at Wailua, in the ili of Keononalu. There are 21 loi and a kula parcel... I got it from Wahapuu, the konohiki, and have resided there for many years.	1	21	—	1	Loi (Kalo)	See Testimony
Kaulia	Helu 5058	Wailua	6:235	I have 22 loi in the ili of Waieli, at Wailua. I got it from Wahinemaikai. There is also a kula parcel.	—	22	—	1	Loi (Kalo)	See Testimony
Kuikui	Helu 5059	Wailua	6:235	My land is at Wailua, gotten from Kaniho, the konohiki. The ili is Pulawa, and I have lived upon it for many years.	1	—	—	—	—	See Testimony
Kewe	Helu 5061	Puakea & Paakea	6:235-236	My land is in the Ahupuaa of Kekuapaakea, given to me by Ko. I have resided here for many years. Here is another kuleana for me and my wife, it is at Puakea, land of Kalani [S. Grant]. Kaumukala gave us a Kihapai. Makai there is a hale, given by the same person. It extends from the makai wall of the Pali to one stream and to	2	—	—	2	Hale	See Testimony

				the other stream. It is a small place. We have had it for many years.						
Davida Malo	Helu 5410 (see also Helu 3702)	Honolulu iki & Makapipi	6:287-288	...There are three Ahupuaa, the (two) Makapipi and Honoluluki at Koolau, Maui. Gotten from Kekauonohi...	—	—	—	—	—	See Testimony
Daniela	Helu 6185	Wailua	6:350	My loi are in the ili of Kaaakee, in the Ahupuaa of Wailua, Koolau. I got this at the time that Manu was the konohiki of Wailua. The boundaries are – North by Maulu; East by the shore; South by Wailuaiki; and a Pali on the upland side.	—	3 +	—	—	Loi (Kalo)	N/A
Kaaimakahiki	Helu 6438	Honomanu	6:377	My ili is Punalau, in the Ahupuaa of Honomanu. There is a loi there. Kekio is the konohiki. I have had the land for seven years.	—	1	—	—	Loi (Kalo)	See Testimony
Malailua	Helu 6723 (see also Helu 4847)	Honomanu	6:412	My kuleana is a Kihapai at Palawai, Honomanu Ahupuaa. There are several loi there. Kekio is the konohiki, and I've held it for 20 years. Also at Honomanu, there is one loi, gotten from Kekio six years ago. My kulanakauhale (house) is in Niulii (Honomanu), there is also one loi. Kekio is the Konohiki. I've held it for 16 years.	1	5 +	—	—	Loi (Kalo) Kulanakauhale	See Testimony
Holoua (Kaholoua)	Helu 6768	Kukui (Nahiku)	6:420	My land is an entire Ahupuaa, it is named Kukui, at Nahiku. Gotten from Hune.	—	—	—	—	—	See Testimony
Kapahukoa (Kapahukaa)	Helu 6778 (see also Helu 4642 & 4587B)	Wailua	6:423	(Note: Kapahukoa's Register and Testimony narratives under this Helu describe parcels in Kipahulu. Mahele Award Book Notes of Survey identify Wailua at Koolau, Maui.)	—	—	—	—	—	See Testimony
Kahaukomo	Helu 7784	Keanae	6:444	My kuleana is at Nuaailua, Keanae.	—	—	—	—	—	See Testimony
Kinolau	Helu 7785	Honomanu	6:444	My kuleana is at Halelau, in Honomanu.	—	—	—	—	—	See Testimony
Makaula	Helu 7786	Honomanu	6:445	My kuleana is in Pohakuhalee at Honomanu, and my land of Kaluanui.	—	—	—	—	—	See Testimony

Wahine	Helu 7787	Honomanu	6:445	My kuleana is at Kanaha in Honomanu.	—	—	—	—	—	See Testimony
Hunapala	Helu 7790	Honomanu	6:445	Pulola is my kuleana at Honomanu.	—	—	—	—	—	N/A
Nawele	Helu 7791	Honomanu	6:445	Punau is my kuleana at Honomanu.	—	—	—	—	—	See Testimony
Haiala	Helu 7792	Honomanu	6:445	My land is at Punalau, Honomanu.	—	—	—	—	—	N/A
Kamakahiki	Helu 7793	Honomanu	6:446	My kuleana is at Punalau, Honomanu.	—	—	—	—	—	N/A
Kuekaa	Helu 7793B & 7793	Honomanu	6:446	My kuleana has several loi at Niulii, Honomanu.	—	3+	—	—	Loi (Kalo)	N/A
Palaile	Helu 10828	Honomanu	6:536	My kuleana is at Niulii, an ili in Honomanu. I also have five loi in the land of Kahaule, and four loi in the land of Kekio.	—	9	—	—	Loi (Kalo)	See Testimony
Kaumauna	Helu 11043B	Wailua	6:541	My land is at Wailua, gotten from Kaniho, the konohiki. It is the ili of Kalimapuhi.	—	—	—	—	—	See Testimony
Naiapea	Helu 4779	Wailua	6:542	My land is at Wailua, gotten from Kaniho, the konohiki. I got this land the 28th day of Dec. (1837), and have begun to work on 8 loi and a kula parcel. The name of this place is Kaewai, it is not an ili, it is a parcel within Keononalu. Makai is the land of Kaholowaa, mauka is the land of Hoonoho. In the ili of Paakamaka, there are 10 loi, I got from Nawahine.	—	18	—	1	Loi (Kalo)	See Testimony
Kalawaia	Helu 5060	Wailua	6:542	My parcel of land is in Wailua, in the ili of Waieli. There are 10 loi and a kula parcel.	—	10	—	1	Loi (Kalo)	See Testimony
Keahi	Helu 5064	Wailua & Kalii	6:543	My kuleana is at Wailua, gotten from Kaniho, the konohiki. It is the ili of Waikani, and I have lived there a long time. Also at Wailua, Kanaina, the overseer, gave me the ili of Palolena. I had this land for six years. Also, I have an Ahupuaa named Kalii (Kalii). The same overseer gave it to me.	1	—	—	—	—	See Testimony
Kauiki	Helu 5068	Wailua	6:543	My land is at Wailua, in the ili of Waieli. There are 24 loi and a kula parcel.	—	24	—	1	Loi (Kalo)	See Testimony

Kalama	Helu 5067	Wailua	6:543	My places are in the ili of Kaahee. There are 10 loi and a kula parcel.	—	10	—	1	Loi (Kalo)	See Testimony
Kahakauila	Helu 5062	Wailua	6:544	My parcel of land is at Wailua, in the ili of Keononalu. There are 20 loi and a kula parcel behind, that I desire to work. Gotten from Kaniho. I also have a claim for an Olona patch in the uplands.	—	20	—	2	Loi (Kalo) Olona	See Testimony
Kiaha	Helu 5065	Wailua	6:544	My land is in Wailua, gotten from Kaniho, the konohiki. It is at Maulu, and I've dwelt upon it for many years.	—	—	—	—	—	N/A
Kaohilae	Helu 5066B (see also Helu 5065)	Wailua	6:545	My kuleana is in Wailua, gotten from Kaniho. The name of the ili is Keononalu.	—	—	—	—	—	See Testimony
Kaumiumi	Helu 5066	Wailua	6:545	My kuleana is at Wailua, gotten from Kaniho. The ili is Kaahee. I got the land earlier, before the death of Kamehameha I. Also, in the ili of Palolena, there are two loi, and in the ili of Kaononalu, there are two loi.	—	4	—	—	Loi (Kalo)	See Testimony
Keakuahani	Helu 6401 (see also Helu 3715B)	Keopuka	6:546	My kuleana is at Keopuka, it is an ili. I have cultivated it at various locations. There are several parcels of uala, and several wai Opae (shrimp ponds); also several koa trees and several wai Olona (watered Olona patches). There are also kalawa kalo (scattered taro planting areas) and some kula parcels.	—	—	—	10 +	Kalo Uala Koa Olona Wai Opae	See Testimony
Stephen Grant	Helu 209	Paakea & Puakea	FR 1:139-140	In pursuance of your notification in the Polynesian, I beg leave to tender my claim for two lands situated in Koolau, east Maui, named as follows, No. 1 Kepaakea, No. 2 Kepuakea. Said lands were granted to me by Hikiau in the year 1839, and regranted to me by Kekauluohi the late Premier in 1840 and I have built and improved on said lands and held them in	—	—	—	—	Land built upon and improved	See Testimony

				undisturbed possession ever since. Sept. 7, 1846						
--	--	--	--	--	--	--	--	--	--	--

Ko'olau District Testimony Documents

Claimant(s)	Land Commission Award (LCA)	Koolau	Testimony Book & Page	Summary of Claim Documentation	Hale	Lo'i Kalo	Auwai	Kihapai Kula Mahiai Mahina Mala Moo Opu Pa	Crops, Activities and Resources Identified	Disposition N/A=Not Awarded Mahele Award Book & Royal Patent
Wahinemaikai	Helu 4561 & 6049	Wailua	5:361 & FT 8: 227-228	In the ili of Waieli iki, Ahupuaa of Wailua, gotten from Kaniho in 1828. 1. A Moo. Mauka, an Auwai; Hana, land of Kaulia; Makai, land of Limanui; Hamakua, land of Kaiwikaola. 2. One loi. Mauka, Hana, and Makai, Kaulia; Hamakua, Konohiki. 3. A loi. Mauka and Hana, Konohiki; Makai, poalua; Hamakua, Kahakauila. There is a new claim at Kahahakee in Wailua. 4. A Moo. Mauka, Pali; Hana, Konohiki; Makai, Kaholoaa; Hamakua, a Kahawai. 5. Kahua hale (a house) in the ili of Paulae. Mauka, the Alanui Aupuni; Hana, a Kahawai; Makai, a Pali; Hamakua, the house lot of Kapalii.	1	2	1	2	Moo Loi (Kalo) Auwai Poalua Kahawai Kahuahale Alanui Aupuni	MA 7:441 RP 3281 Book 14:355
Kaiwa	Helu 5049	Wailua	5:362 & FT 8: 228-229	At Paakamaka, a Moo in Wailua. 1. Mauka, Pale; Hana, an Auwai; Makai, Mahiai; Hamakua, Kekahuna. 2. Kahua hale (house) in the ili of Kaahee. Mauka, an Alanui and Umaikealani; Hana, Konohiki; Makai, the Alanui Aupuni; Hamakua, a Kahawai.	1	—	1	1	Moo Auwai Kahuahale Alanui Aupuni Kahawai	MA 3:495 RP 3257 Book 14:307
Kuikui	Helu 5059	Wailua	5:362 & FT 8: 229	In the ili of Piikalawa at Wailua. Mauka, a Pali; Hana, land of Konohiki; Makai, the shore; Hamakua, Wahinemaikai.	—	—	—	—	—	MA 3:834 RP 3258 Book 14:309

Kapali	Helu 4865	Wailua	5:362-363 & FT 8: 228	In the ili of Kealia, Ahupuaa of Wailua. 1. A Moo. Mauka, Kaniho; Hana, Kuikui; Makai, Paahao Loi; Hamakua, Church. 2. Kahuahale at Paulae. Mauka, an Alanui; Hana, Wahinemaikai; Makai, a Pali; Hamakua, Kaoo.	1	1	—	2	Moo Paahao Loi (Kalo) Kahuahale Alanui	MA 3:494 RP 6144 Book 23:455
Kaholowaa	Helu 4866	Wailua	5:363 & FT 8: 228-229	In the ili of Keononalu, at Wailua. 1. A Moo. Mauka, Kuheleaumoku; Hana, Konohiki; Makai and Hamakua, Kaniho. 2. Loi at Waieli. Mauka, Kahakaui; Hana, Kaulia; Makai and Hamakua, Konohiki. 3. A loi. Mauka, Kaulia; Hana, Makai, and Hamakua, Konohiki. 4. 4 loi at Paulae. Mauka, Piihonua; Hana, Kaio; Makai, an Alanui and kula; Hamakua, Naiwi. 5. Pa Hale (house) at Paakamaka. Mauka, Kalia; Hana, Kuikui; Makai, Kaniho; Hamakua, Kapali.	1	6	—	1	Moo Loi (Kalo) Pa Hale Alanui	MA 3:494
Wahapuu	Helu 4867	Wailua	5:363-364 & FT 8: 229	In the ili of Keononalu, at Wailua. Moo Kalo (taro land). Mauka, Pauwalu; Hana, Konohiki – Kaniho; Makai, Konohiki; Hamakua, Kumulani.	—	—	—	1	Moo Kalo	MA 3:493 RP 2787 Book 13:35
Moo I	Helu 4725	Wailua	5:364 & FT 8: 230	At Paakamaka. Mauka, Wahine; Hana, Kaiwa; Makai, Konohiki; Hamakua. Wahine's loi and Konohiki.	—	—	—	1	—	MA 3:493 RP 2800 Book 13:61
Moo II	Helu 4729	Wailua	5:364 & FT 8: 230	In the ili of Makaku, Wailua. 1. 3 loi at Makaku. Mauka, Hana, and Makai, Naiwi; Hamakua, Konohiki. 2. 2 loi at Paulae. Mauka, Loi of Kepio; Hana a Kahawai; Makai, Hoa; Hamakua, Keahi. 3. 3 loi at Palolena. Mauka and Hana, Keahi; Makai, Wailaahia; Hamakua, a Kahawai. 4. Kahuahale in the ili of Maulu. Mauka, Pokii; Hana, a Kahawai; Makai, Kaniho; Hamakua, Keahi.	1	8	—	—	Loi (Kalo) Kahuahale Kahawai	MA 3:492 RP 2801 Book 13:63

Nakihei	Helu 4773B	Wailua	5:364-365 & FT 8: 231	At Kalimapuhi, Ahupuaa of Wailua. 1. 9 loi in Kalimapuhi: Mauka by a Pali; Hana, Auwai; Makai, Kaumauma's loi; Hamakua, by a Kahawai. 2. 1 loi in Paakamaka...	—	10	1	—	Loi (Kalo) Auwai Kahawai	MA 3:491 RP 3261 Book 14:315
Kamai	Helu 5055	Wailua	5:365 & FT 8: 231	At Palolena, a moo in Wailua Ahupuaa, gotten in the time of Kamehameha I. 1. A Moo. Mauka, Kahili; Hana, a Pali; Makai, Keahi; Hamakua, a Kahawai. 2. Moo in the ili of Waikani. Mauka, an Auwai; Hana, a Kahawai; Makai and Hamakua, Kaniho.	—	4	1	2	Moo Loi (Kalo) Kahawai Auwai Kula	MA 3:490 RP 2943 Book 13:369
				3. 2 loi at Paakamaka. Mauka, Kauaawa; Hana and Makai, Wahine; Hamakua, Nalimanui. 4. 2 loi at Palolena. Mauka, Konohiki; Hana, a Pali; Makai, kula land; Hamakua, Konohiki.						
Nalimanui	Helu 4774	Wailua	5:365 & FT 8: 231	His land, held since 1847, is a Moo in the ili of Kealia at Wailua. Mauka, the land of Kaiwikaola; Hana, the land of Wahinemaikai; Makai, a Pali; Hamakua, the land of Wahapuu.	—	—	—	1	Moo	MA 3:490 RP 2805 Book 13:71
Wailaahia	Helu 4562	Wailua	5:366 & FT 8: 232	Some of the land of Wailaahia is from olden times, and from the new times, in the ili of Kaahee. 1. 4 loi. Mauka, Kaholoaa; Hana, kula land and Pali; Makai, loi of Daniela; Hamakua, a Kahawai. 2. 2 loi in the ili of Maulu. Mauka, a Pali; Hana, a Kahawai; Makai, Naiwi; Hamakua, a Pali. 3. 5 loi in the ili of Palolena. Mauka, the land of Milikaa; Hana, Kaniho; Makai, Kaiwikuamoo; Hamakua, a Kahawai. 4. 2 loi at Paulae. Mauka, Konohiki; Hana, Moo; Makai, Keahi; Hamakua, Keahi.	—	13	—	—	Loi (Kalo) Kahawai Moo	MA 7:437 RP 2215 Book 9:521
Kaiwikaola	Helu 5054	Wailua	5:366 & FT 8: 232	In the ili of Waielinui, gotten in the time of Kamehameha I, at Wailua. 1. A moo. On 3 sides, Konohiki; Hamakua, an Alanui.	1	—	—	2	Moo Pahale Alanui	MA 7:440 RP 3278 Book 14:349

				2. A moo. Mauka, a Pali; Hana, Wahinemaikai; Makai, Konohiki; Hamakua, Pahukaa. 3. Pa Hale. Mauka, Kaniho; Hana, Kahakauila; Makai, Nalimanui; Hamakua, Kahahei.						
Kuiki	Helu 5052	Wailua	5:366-567 & FT 8: 233	In the ili of Palolena, gotten in 1842, where he resides and cultivates. 1. 2 moo. Mauka Kaniho; Hana, a Pali; Makai, Kahili; Hamakua, a Kahawai. 2. Kahuahale. Surrounded on all sides by the Konohiki.	1	—	—	2	Moo Kahuahale Kahawai	MA 3:489 RP 3275 Book 14:343
Kekahuna	Helu 5030	Wailua	5:367 & FT 8: 233	In the ili of Keononalu, Wailua, gotten in 1839. 1. A moo. Mauka, Kukae; Hana, an Alanui; Makai, Kaohilae, Hamakua, Wahapuu. 2. Kahuahale at Paehala. Mauka, Kiowai; Hana, Papuaa; Makai, Milikaa; Hamakua, an Auwai.	1	—	—	1	Moo Kahuahale Auwai Alanui	MA 3:488 RP 2811 Book 13:83
Naiapea	Helu 4779	Wailua	5:367 & FT 8: 233	In the ili of Keononalu, given to him in 1848. Mauka, Kaniho; Hana, am Auwai; Makai, Nalimanui; Hamakua, an Alanui.	—	1	—	—	Auwai Alanui	MA 3:488 RP 3279 Book 14:351
Kaohilae	Helu 5065 (see Helu 5066B)	Wailua	5:367 & FT 8: 233-234	In the ili of Keononalu, gotten by him in 1839. 1. A moo. Mauka Kekahuna; Hana, Kahakauila; Makai, Konohiki and Hoonoho; Hamakua, Kaniho. 2. Kahuahale at Piikalawa. Mauka, Kaumauma; Hana and Makai, Hao; Hamakua, Papuaa.	1	—	—	1	Moo Kahuahale	MA 3:487 RP 3254 Book 14:301 (Helu 5066 B)
Naiwi	Helu 4772	Wailua	5:368 & FT 8: 234	In the ili of Makaku, gotten in the time of Kamehameha I. 1. Mauka, Konohiki; Hana, Kuahine; Makai, Konohiki; Hamakua, Moo. 2. 5 loi. In the ili of Waieli, resided on since 1842. Mauka, a Pali; Hana, Kaiwikaola; Makai, Pahukaa; Hamakua, Kiowai. 3. A loi in the ili of Waikani, gotten from Kaniho in 1819. Mauka, Kepio, Hana, an Alanui; Makai, Kaniho; Hamakua, Kuahine. 4. 3 loi. In the ili of Maulu, gotten	—	9	—	1	Loi (Kalo) Moo Kahawai Alanui	MA 3:485

				from Kaniho in 1842. Mauka, Wailaahia; Hana, a Kahawai; Makai, Pokii; Hamakua, Uma.						
Kaumiumi	Helu 5066	Wailua	5:368 & FT 8: 234-235	In the land of Kaakee, gotten in the time of Kamehameha I. 1. A moo at Kaakee. Mauka, Kalana; Hana and Makai, a Pali; Hamakua, a Kahawai. 2. A loi at Palolena. Mauka, Keawe; Hana, Konohiki; Makai, Kamai; Hamakua, a Kahawai. 3. 1 loi. Mauka, Hana, and Makai, Ku; Hamakua, Kaniho. 4. 2 loi at Keononalu. Mauka, Wahapuu; Hana, Kaniho; Makai, Kaohilae; Hamakua, Wahapuu.	—	4	—	1	Loi (Kalo) Moo Kahawai	MA 3:841 RP 2942 Book 13:367
Kumalani	Helu 5056	Wailua	5:368-369 & FT 8: 235	In the ili of Keononalu, a moo gotten from Wahapuu in 1819. Mauka, Konohiki; Hana, Kahakauila; Makai, Konohiki; Hamakua, Kuheleaumoku.	—	—	—	1	Moo	MA 3:486 RP 2804 Book 13:69
Kalawaia	Helu 5060	Wailua	5:369 & FT 8: 235	In the ili of Waieli, gotten in 1832. 1. A moo. Mauka, Kaulia (and a water course); Hana, an Alanui; Makai, Konohiki; Hamakua, Wahinemaikai. 2. Kahuahale. Mauka, Kaiwikaola; Hana, Kahakauila; Makai and Hamakua, Nalimanui.	1	—	1	1	Moo Auwai Kahuahale Alanui	MA 3:485 RP 3259 Book 14:311
Kaulia	Helu 5058	Wailua	5:369 & FT 8: 235-236	In the ili of Waieli, gotten in 1819. 1. A moo. Mauka, Kukai; Hana and Makai, Konohiki; Hamakua, an Alanui. 2. A moo. Also in this ili. Mauka, an Auwai; Hana, Kalawaia; Makai, Kukai; Hamakua, Wahinemaikai.	—	—	1	2	Moo Auwai Alanui	MA 3:842 RP 3256 Book 14:305
Makaole	Helu 4726	Wailua Kaeleku (Hana)	5:369 & 411 & FT 8: 236 & 274	In the ili of Paulae, gotten in 1819. 1. 2 moo. Mauka, Kahuena; Hana, a Kahawai; Makai, an Alanui; Hamakua, Kaholoaa. 2. 2 loi. Mauka, Konohiki; Hana, a Kahawai; Makai, Kahuena; Hamakua, Hoa. In the lands of Kaeleku, Kaonohikaa, Pohonui and	—	2	—	2	Moo Loi (Kalo) Kahawai Alanui Olona	MA 7:442 RP 3265 Book 14:323

				Pohoiki, gotten prior to 1819. Mauka, the mountain; Kipahulu, Honokalani; Makai, Kaio; Hamakua, land of the Konohiki. There are two Olona patches.						
Kamanu	Helu 5051	Wailua	5:370 & FT 8: 236	A moo in the ili of Keononalu, since 1823. 1. Mauka, Kaniho; Hana, Keahi; Makai, Konohiki; Hamakua, Wahapuu. 2. Loi at Pauwalu, from Kauaikalahi in 1839. Mauka, Kauaikalahi; Hana, a Pali; Makai, Kauaikalahi; Hamakua, Kauaikalahi. 3. 1 loi at Paakamaka. Mauka, Kanehoa; Hana, an Auwai; Makai, Kaiwa; Hamakua, Wahine. 4. Kahuahale at Waieli. Mauka, a Pali; Hana, Konohiki; Makai, an Auwai; Hamakua, Konohiki.	1	2	1	1	Moo Loi (Kalo) Auwai Kahuahale	MA 3:613 RP 2788 Book 13:37
Kahakauila	Helu 5062	Wailua	5:370 & FT 8: 236-237	In the ili of Keononalu, gotten in 1823. 1. A moo. Mauka, Kaniho; Hana, Kaiwikaola; Makai, the shore; Hamakua, Konohiki. 2. A Kihapai olona, gotten from Kaniho, in the ili of Waikani. 3. Loi. Mauka, Konohiki; Hana, a Pali; Makai, Nalimanui; Hamakua, Kaiwikaola.	—	1	—	3	Loi (Kalo) Olona Moo	MA 3:843 RP 3263 Book 14:319
Kaluahinenui	Helu 5064B	Wailua	5:370-371 & FT 8: 237	Two Moo aina in the ili of Waikani, given to him in 1819. 1. An ili. Mauka, a Pali; Hana, a Kahawai; Makai, Kamai; Hamakua, an Auwai. 2. 2 loi at Palolena. Mauka, Hana, and Makai, the Konohiki. Hamakua, an Auwai. 3. 1 loi. Mauka, Kaniho; Hana, an Alanui; Makai and Hamakua, Milikaa.	—	3	2	—	Loi (Kalo) Kahawai Auwai Moo Alanui	MA 7:436 RP 3252 Book 14:297
Keahi	Helu 5064	Wailua & Kalii	5:371 & FT 8: 237	Land at Palolena, Wailua, gotten in 1842. 1. Mauka, Kekanaka; Hana, an Auwai; Makai, Moo; Hamakua, a Kahawai. 2. Ahupuaa of Kalii, gotten from Kanaina. Mauka and Hana, Pauwalu; Makai,	—	5	1	—	Auwai Loi (Kalo) Kahawai Alanui Moo	MA 3:843 RP 3280 Book 14:353

				the sea; Hamakua, Waianu. 3. 1 loi at Keononalu. Mauka Puula; Hana, Kaniho; Makai and Hamakua, Kukai. 4. 4 loi at Waieli. Mauka, Pao's loi; Hana, an Alanui; Makai, Ohule; Hamakua, Umaikealani.						
Kalana (w.)	Helu 5067	Wailua	5:571 & FT 8: 237-238	In the ili of Kaahee, two moo on which she has resided continuously since 1819. 1. Moo. Mauka, Wahinemaikai; Hana, Konohiki; Makai, Kaumiumi; Hamakua, a Kahawai. 2. Kahuahale at Kaahee. Mauka, an Auwai; Hana, Pohaku; Makai, Wahinemaikai; Hamakua, an Auwai.	1	—	1	2	Moo Kahuahale Auwai Kahawai	MA 7:443 RP 3273 Book 14:339
Kauiki	Helu 5068	Wailua	5:371-372 & FT 8: 238	At Waieli nui, gotten from Ku in 1819. 1. A moo. Mauka, Ohule; Hana, an Alanui; Makai, Kaniho; (and) Hamakua. 2. 2 loi at Keononalu. Mauka, a Pali; Hana, Kaleoioi's loi; Makai, Kahakauila's loi; Hamakua, Kumulani's loi.	—	2	—	1	Moo Loi (Kalo) Alanui	MA 3:832 RP 7025 Book 26:469
Kealina	Helu 2441	Keanae	5:373-574 & FT 8: 240	At Lalaola, Keanae, resided on since 1819, gotten from Kaualoku. 1. Mauka, Konohiki's loi; Hana, Ehu; Makai, Kaluhiwa; Hamakua, Maewaewa and Mamaikawaha. 2. Kula parcel. Mauka, mountain; Hana, Polalua; Makai, Nuaailua; Hamakua, Nuaailua. 3. 1 loi in the ili of Kuo. Mauka, Malailua's loi; Hana, Mamaikawaha; Makai, Piwai's loi; Hamakua, an Auwai.	2	1	2	4	Kula Loi (Kalo) Olona Pahale Auwai Kahawai	MA 7:444 RP 2946 Book 13:375
				4. Olona garden. Mauka, Pahua and Kauakahi; Hana, Uluhani; Makai, Forest; Hamakua, Keaka. 5. Olona at Kuaimoa. Mauka and Hana, Kauakahi; Makai, Kaiwilele; Hamakua, a Pali. 6. Pa Hale.						

				Mauka, a Pali; Hana, a Kahawai; Makai, an Auwai; Hamakua, a Kahawai. 7. Pa Hale at Lalaola. Mauka, Konohiki; Hana, Ehu; Makai, Kaea; Hamakua, an Auwai.						
Kaea	Helu 2442	Keanae	5:374 & FT 8: 240-241	Land given to him by Kanehaku in 1844, in the ili of Analoa. 1. Mauka, Kealina; Hana, Ehu; Makai, Kaihu; Hamakua, Kuluhiwa. 2. Ili of Kiapu. Mauka, Kakea; Hana and Makai, Konohiki; Hamakua, Kuluhiwa. 3. Kula at Analoa. Mauka, Umikanaha; Hana, Keohohina's land; Makai, Mahoe; Hamakua, a Kahawai.	—	—	—	1	Kula Kahawai	MA 7:443 RP 2017 Book 8:353
Kamakau	Helu 2443B	Keanae	5:374-375 & FT 8: 241	An ili of Pololua at Keanae, gotten in 1847. 1. Mauka, a Pali; Hana, Umikanaha; Makai, Kalawaia; Hamakua, shore. 2. A land mauka in Pololua. Mauka, mountain; Hana, an Alanui pii (trail to uplands); Makai, Laihoka; Hamakua, Nalima.	—	—	—	—	Alanui pii	MA 7:445 RP 3380 Book 14:553
Kanehaku	Helu 2443	Keanae	5:375 & FT 8: 241	Land at Kanemakue, Keanae, gotten from Hoaai in 1844. 1. Mauka, Nalima; Hana, Kahuena; Makai and Hamakua, shore. 2. Pinaau (Olona land). Mauka, Waiapuka and Opunui; Hana, a Kahawai; Makai, Mamaikawaha; Hamakua, a Pali.	—	—	—	1	Olona Kahawai	N/A
Kaihu	Helu 4856	Keanae	5:375 & FT 8: 241	His land is in the ili of Haleakea at Keanae, gotten in 1829. 1. Mauka, Kuluhiwa & Kaea; Hana, Konohiki; Makai, Poolai; Hamakua, Maewaewea. 2. 2 loi at Waiolea, the boundaries are not known; gotten from Kaope in 1819. Also an Opu Olona at Waianu, I do not know the boundaries.	—	2	—	1	Loi (Kalo) Olona	MA 7:444 RP 3357 Book 14:507

Malailua	Helu 4847	Keanae	5:375 & FT 8: 242	In the ili of Kuo, at Keanae, held since 1819. It is an inheritance, gotten from Kauahikaua. 1. Kuo - Mauka, Konohiki; Hana, Mamaikawaha; Makai, Maewaewa; Hamakua, an Auwai. 2. Kuo - Mauka, Keliaea; Hana, a Pali; Makai, Mu; Hamakua, a Pali. 3. (A house lot in) The ili of Paehala and Kalihi with 1 loi. Mauka, Naohiki and Makea; Hana, the shore; Makai, Kaea; Hamakua, Konohiki. 4. At Kalihi. Mauka, Konohiki; Hana and Makai, Paele; Hamakua, Kealina. 5. 1 loi at Pohakuakane. Mauka Kuluhiwa; Hana, Kaiwilele; Makai, Mu; Hamakua, an Auwai. 6. 1 loi at Ololokeahi. Mauka, Kuluhiwa; Hana, Kaea; Hamakua, Maewaewa.	1	3	2	—	House Loi (Kalo) Auwai	MA 7:445 RP 3266 Book 14:325
Kahaukomo	Helu 7784	Keanae	5:376 & FT 8: 242	In the ili of Nuaailua at Keanae, gotten in the old days, before Kamehameha I. Mauka and Hana, a Pali; Makai, the sea; Hamakua, a Kahawai.	—	—	—	—	Kahawai Kai	MA 7:442 RP 2908 Book 13:279
Kinolau	Helu 7785	Honomanu	5:376 & FT 8: 242-243	In the ili of Halelaau, at Honomanu, gotten from C. Kanaina in 1847. 1. Mauka, Kuhio; Hana, a Muliwai (estuary – dune banked pond); Makai and Hamakua, a Kahawai. 2. A coconut grove in the ili of Kalaloa. Mauka, Konohiki; Hana, Kapali; Makai and Hamakua, Konohiki.	—	—	—	1	Kahawai Coconut grove	MA 7:448 RP 2945 Book 13:373
Wahine	Helu 7787	Honomanu	5:376-377 & FT 8: 243	Kuhio sworn: the land of Wahine is in Kanaha, it is an ili, gotten from my father in 1839. 1. Mauka and Hana, a Pali; Makai, the land of Kahauale; Hamakua, a Kahawai. 2. 11 loi at Punalau, gotten in the year 1829. Mauka, Mahoe and Kanahua; Hana, a Kahawai; Makai, Kupihe; Hamakua, a Pali. 3. 5 loi at Halelaau, gotten from	—	22	—	—	Loi (Kalo) Kahawai	MA 7:449 RP 7392 Book 27:487

				Kekio in 1839. Mauka, Kinolau; Hana, Kukoa; Makai, loi of Nalau; Hamakua, a Pali. 4. 6 loi, gotten from Niulii in 1833. Mauka Kekahunaaiole; Hana, Konohiki; Makai, Aea; Hamakua, a Pali.						
Malaiiula [Malaiiula]	Helu 6723	Honomanu	5:377 & FT 8: 243	Lands at Palawai, an ili in Honomanu, gotten in 1833, during the time of Hoapili. 1. Mauka, Makaula; Hana, Konohiki; Makai, a Kahawai; Hamakua, Konohiki. 2. 1 loi at Niulii. Mauka, Aea; Hana, Konohiki; Makai and Hamakua, Aea. [March 28, 1853, Malaiiula gave up his claim, returning the aina to D. li, Konohiki (see DLNR 2-1).]	—	1	—	—	Loi (Kalo) Kahawai	MA 7:449 RP 5438 Book 21:531
Kekio	Helu 3187	Honomanu	5:377 & FT 8: 243-244	At Kahina in Honomanu, gotten from C. Kanaina in 1839. Mauka, Hana, and Makai, a Kahawai. Hamakua, a Pali.	—	—	—	—	Kahawai	MA3:836 RP 7612 Book 28:381
Palaiie	Helu 10828	Honomanu	5:377-378 & FT 8: 244	Land at Niulii in Honomanu, gotten from Maui in 1832. 1. Mauka, Kaaimakahiki; Hana, Konohiki; Makai, Keaweakanalu; Hamakua, a Pali. 2. 5 loi at Okuhekuhe. Mauka, Kanaloa; Hana, a Pali; Makai and Hamakua Konohiki. 3. 2 loi at Halelaau. Mauka, a Loko (fishpond); Hana, an Auwai; Makai, Kuokoa; Hamakua, Konohiki. 4. 2 loi. Mauka, Kiihoa; Hana, an Auwai; Makai, Kaahanui; Hamakua, Konohiki. 5. 1 loi. Mauka, Kinolau; Hana, Wahine; Makai, Konohiki; Hamakua, a Pali.	—	10	2	—	Loi (Kalo) Auwai Loko	MA 3:834 RP 2944 Book 13:371
Kaniho	Helu 10828B	Wailua	5:378 & FT 8: 244-245	The Moo aina of Kaniho is in the ili of Palolena, at Wailua, Koolau. It was gotten from Keahi in 1842. 1. A moo of kalo. Mauka, a Kahawai; Hana, a Pali; Hana, Luiki; Hamakua, a Kahawai. 2. 1	—	3	2	2	Moo Loi (Kalo) Loko ia Auwai Kahawai Alanui	MA 9:377 RP 2802 Book 13:65

				moo at Kalimapuhi, it is an old land. Mauka, Nakihei; Hana, an Alanui; Makai, Konohiki; Hamakua, an Auwai. 3. 1 moo in the ili of Kealaalaea at Wailua. Mauka, an Alanui; Hana, the house lot of Kaiwikuamoo; Makai, the shore; Hamakua, a Kahawai. 4. Ili aina of Wailuaiki. Mauka, Kuahiwi (the mountain); Hana, a Pali; Makai, the shore; Hamakua, a Pali. 5. A Loko ia (Fishpond) at Piikalawa. Mauka, the house lot of Kaholoaa; Hana, a Kahawai; Makai, the Alanui Aupuni; Hamakua, an Auwai. 6. 3 loi at Palolena. Mauka, Wailaahia; Hana, a Pali; Makai, Naha; Hamakua, a Kahawai.						
Mamaikawaha	Helu 4854	Keanae	5:378-379 & FT 8: 245	The land is at Kipapa, Keanae. Gotten from Nakahieawalu in 1836. 1. Mauka, a Kahawai; Hana, Kealina; Makai, Naaina; Hamakua, Malailua. 2. Ili of Waieoea at Keanae. Mauka, Keakaimalu; Hana, Namakaiona; Makai, Maewaewa; Hamakua, Kealiiaea.	—	—	—	—	Kahawai	MA 3:477 RP 3270 Book 14:333
Kewe	Helu 5061	Kekuapaawela & Puakea	5:379-380	His (aina mahi ia) cultivated lands are at Napali, in the Ahupuaa of Kekuapaawela, at Koolau. 1. Mauka and Hana, a Pali; Makai and Hamakua, a Kahawai. 2. Mauka, Makalae; Hana, Waiohue; Makai, the shore; Hamakua, a Pali. 3. Olona. Mauka, Makahie; Hana, a Pali; Makai, Makahie; Hamakua, Kawa. 4. Olona. Mauka Kuahiwi; Hana, (land of) Alalio; Makai, Koki; Hamakua, forest. 5. A new claim at Puakea, in the land of Palani. Mauka, Kaumakala; Hana, the Alanui; Makai, Konohiki; Hamakua, a Pali. 6. A kahuahale. Mauka, a Pali;	1	—	—	5	Kahawai Olona Alanui Kahuahale	N/A

				Hana, Makai, and Hamakua, a Kahawai.						
Makuakane	Helu 4754 (see Helu 4832)	Kapaula & Wailaulau	5:381 & FT 8: 246	Land in the Ahupuaa of Kapaula. There are five wahi mahi (cultivated parcels), which he has worked from the old time, held since 1819. 1. Mauka, a Pali & Kahawai; Hana, a Kahawai; Makai, the land of Nalau; Hamakua, a Pali. 2. Mauka, the Alanui; Hana, A Kahawai; Makai, a Pali Kahawai; Hamakua, Konohiki. 3. Mauka, an Alanui; Hana, Kaahiki; Makai, Konohiki; Hamakua, a Kahawai. 4. Ahupuaa of Wailaulau. Mauka and Hana, a Pali; Makai, a hau (clump); Hamakua, a Kahawai. 5. Olona land at Wailaulau. Mauka, Hana, Makai, and Hamakua, there are no people around.	—	—	—	5	Olona Kahawai Alanui Opu hau	MA 3:850 RP 2790 Book 13:41
Kaahiki	Helu 4925 (see Helu 4832)	Kapaula	5:381 & FT 8: 246	Kaahiki's land at Kapaula was gotten in 1820. 1. Mauka, the land of Nalau; Hana, a Pali; Makai, Kaaukai; Hamakua, Nalau. 2. Mauka, Kaumaka; Hana, the Alanui; Makai, Kanakaole; Hamakua, a Kahawai. 3. Mauka and Hana, Konohiki; Makai, the land of Kau; Hamakua, a Pali. 4. Mauka, an Auwai; Hana, and Auwai and the Alanui; Makai and Hamakua, a Kahawai. 5. 4 Kihapai Olona. Mauka, the Kuahiwi (no one around).	—	—	1	8	Kihapai Olona Kahawai Alanui Auwai	MA 3:846 RP 2789 Book 13:39
Kaumaka	Helu 4925K (see Helu 4832 & 5155)	Kapaula	5:381-382	Land at Kapaula. It is an old possession, held prior to 1819. 1. Mauka, the Alanui and land of Kau; Hana, a Kahawai; Makai, Kaahiki; Hamakua, a Kahawai. 2. Mauka, Konohiki; Hana, a Kahawai; Makai, the Alanui; Hamakua, a Kahawai. 3. Mauka, an Auwai; Hana, an Alanui pii (trail to uplands); Makai, Kaahiki; Hamakua, a	—	—	1	3	Alanui Kahawai Auwai Alanui pii Olona	N/A

				Kahawai. 4. Olona, in the distant uplands. Three parcels, the boundaries are not known.						
Kanukualii	Helu 4925B (see Helu 5039B)	Waiohue	5:382 & FT 8: 247	Land in the Ahupuaa of Waiohue, gotten in 1819, and one, earlier than that. 1. Mauka, Konohiki; Hana, a Kahawai; Makai, the sea; Hamakua, an Alanui. 2. Mauka, the forest; Hana, a Kahawai; Makai, Konohiki; Hamakua, a Kahawai. 3. 15 parcels of Olona, in the mountain.	—	—	—	15	Kahawai Olona Alanui	N/A
Nalau	Helu 4925C (& 4797) (see also Helu 4832)	Kapaula Kapehu & Kapaakea	5:382-383 & FT 8: 247	Land at Kapaula, several Kihapai gotten in 1832, from Kaupena. 1. Mauka, Makuakane; Hana, a Pali; Makai, the seas; Hamakua, a Pali. 2. Mauka, an Auwai; Hana, Kaumaka; Makai, and Auwai; Hamakua, the Kahawai. 3. At Kapaakea Ahupuaa. Mauka, an Auwai; Hana, the land of Pumaia; Makai and Hamakua, the Konohiki. 4. 7 Opu Olona at Kapaula and Kapehu Ahupuaa.	—	—	2	10	Auwai Kahawai Opu Olona	MA 3:845 RP 3269 Book 14:331
Kalawaia	Helu 4925D (see Helu 4832 & 4830)	Kapaakea & Waiohue	5:383 & FT 8: 247	His land is at Kapaakea and Waiohue. One is an old holding, and the other, Paakea, was gotten from Kalani (S. Grant) in 1840. 1. Mauka, Pumaia; Hana, Kaliae; Makai, Pumaia; Hamakua, Makapowale. 2. 12 Opu Olona at Waiohue.	—	—	—	12	Opu Olona	N/A
Wahahua	Helu 4925E (see Helu 4831)	Kapaakea & Waiohue	5:383 & FT 8: 247- 248	His lands are at Kapaakea and Waiohue, gotten from Kalani (S. Grant) in 1840. Kaukualii gave him the Kihapai at Waiohue; and in 1832, he got Paakea. Mauka, Konohiki; Hana, an Auwai; Makai, Kaia; Hamakua, a Pali. At Waiohue, there are 2 Opu Olona.	—	—	1	3	Kihapai Auwai Opu Olona	N/A

Malaihi	Helu 4925F (see Helu 4752)	Kapehu	5:383 & FT 8: 248	His land is at Kapehu, gotten from Kanukualii in 1839. 1. Mauka, Konohiki; Hana, a Kahawai; Makai, a Pali; Hamakua, a Kahawai. 2. Mauka, Konohiki; Hana, an Auwai; Makai, a Pali; Hamakua, a Kahawai. There is 1 Opu Olona, in the distant uplands.	—	—	1	1	Kahawai Auwai Opu Olona	N/A
Kaaukai	Helu 4925G	Kapaula & Kapaakea	5:383-384 & FT 8: 248	His land was gotten from Kanukualii in 1819 in 1840. 1. At Kapaula. Mauka, a Pali; Hana, a Kahawai; Makai, the land of Nalau; Hamakua, Makuakane, Nalau and Kaahiki. 2. 1 loi at Kapaakea. Mauka, Konohiki; Hana, an Auwai; Makai and Hamakua, an Auwai.	—	1	2	—	Kahawai Auwai Loi (Kalo)	N/A
Kamahine	Helu 4925H (see Helu 4832)	Wailaulau	5:384 & FT 8: 248-249	His land is in the Ahupuaa of Wailaulau, it was gotten from Kanui in 1832, but was taken away and given to another in 1848, by Kapiko, the Konohiki. The land was restored to him until the Luna Auhau (Tax Assessor), Kahale , collected taxes. The tax on this Ahupuaa was \$3.00, and the Konohiki said the land should be given to the person who would pay the tax. Mr. Grant paid the tax, and took possession. 1. Mauka, Konohiki; Hana, a Pali; Makai, Konohiki; Hamakua, a Kahawai. 2. Mauka, Konohiki; Hana, a Pali; Makai and Hamakua, a Kahawai. 3. Mauka, a Kahawai; Hana, Konohiki; Makai and Hamakua, a Kahawai. 4. Mauka, an Alanui; Hana, Konohiki; Makai, Konohiki; Hamakua, an Alanui. It is contested at this time. I (Makuakane) confirm that these things are all his old kuleana.	—	—	—	—	Kahawai Alanui (Disputed)	N/A

Makua	Helu 4868	Makapipi	5:388 & FT 8: 253	His land is the ili of Kahi at Makapipi, I gave it to him in 1839. 1. Mauka, Pahia; Hana, an Auwai; Makai, Keomowaiki; Hamakua, Liulu. 2. Olona. Mauka and Hana, a Pali; Makai, Puupuu; Hamakua, a Kahawai.	—	—	1	1	Olona Auwai Kahawai	N/A
Keomowaiki (Kaumoki)	Helu 4869	Makapipi & Honolulu	5:388-384 & FT 8: 253	Kaohe is the name of his land, Kaehe gave it to him in 1839. 1. Mauka, Keomowaiki; Hana, an Auwai; Makai, an Alanui; Hamakua, Liulu. 2. 2 loi in the Ahupuaa of Honolulu. Mauka, Konohiki; Hana, an Auwai; Makai, house lot of Hiihewa; Hamakua, a Pali. 3. Ili of Kaakaawai at Makapipi. Mauka, Piapia; Hana, a Pali; Makai, Konohiki; Hamakua, Kaloheiau.	—	2	1	—	Auwai Loi (Kalo) Alanui	MA 3:847 RP 2626 Book 12:101
Keliiokekanaka	Helu 4869 & 4870	Makapipi & Honoluluiki	5:389 & FT 8: 253-254	In the ili of Waawaa at Makapipi 1. Gotten in 1839. 1. Mauka, Puupuu; Hana, a Pali; Makai, Kaloheiau; Hamakua, Liulu's land. 2. Ili of Waikupo at Makapipi 2. Mauka, a Kahawai; Hana, an Auwai Kahawai; Makai, Makamakaole; Hamakua, a Kahawai. 3. Ili of Makiloia at Makapipi. Mauka, Makamakaole; Hana, an Auwai Kahawai; Makai and Hamakua, a Kahawai. 4. Opu Olona, all in the wao (wilderness) surrounded by the forest growth on the mountain. 5. 4 loi at Honoluluiki. Mauka, Konohiki; Hana, Papuaa; Makai, Kahua; Hamakua, a Kahawai.	—	4	2	1	Loi (Kalo) Opu Olona Auwai Kahawai	MA 3:848 RP 2625 Book 12:97
Kalohie	Helu 4871	Honoluluunui	5:389 & FT 8: 254	His land is in the ili of Olopana at Honoluluunui, gotten long before the year 1819. Mauka, the forest; Hana, a Kahawai and Uaua's land; Makai, the sea.	—	—	—	—	Kahawai	MA 3:849 RP 2620 Book 12:77

Kukalau	Helu 4872	Honolulu	5:389 & FT 8: 254	His land is in the ili of Kauhīpoko at Honolulu, gotten in 1839. Mauka, Kalohie; Hana, the land of Uaua; Makai, the sea; Hamakua, Kalohie.	—	—	—	—	—	N/A
Kalei	Helu 4873	Makapipi & Honolulu	5:390 & FT 8: 254-255	In the ili of Kuemanu at Makapipi, gotten in 1839. 1. Mauka, Liuliu; Hana, a Pali; Makai, Keliiokekanaka; Hamakua, Makua. 2. 5 loi at Honolulu iki. Mauka, Naholo; Hana, Kaai; Makai, Konohiki; Hamakua, a Pali.	—	5	—	—	Loi (Kalo)	N/A
Aoao (Deceased)	Helu 4851	Honolulu	5:390 & FT 8: 254	His land is in Kahoana at Honolulu, gotten before the year of 1819. Mauka, Konohiki; Hana, a Kahawai; Makai, Kukalaa; Hamakua, Kalohie.	—	—	—	—	Kahawai	MA 7:186 RP 2807 Book 13:75
Uaua	Helu 4852	Honolulu	5:390	Kawiwi is his land at Honolulu, held since 1840. Mauka, a Kahawai; Hana, Honoluluiki; Makai, Kukalaa; Hamakua, Kalohie.	—	—	—	—	Kahawai	MA 3:849 RP 7918 Book 30:609
Kaai	Helu 4850	Honolulu iki & Kukui	5:390 & FT 8: 255	He has 5 loi, gotten in 1839 from Kaeha. 1. Mauka, Naholo; Hana, a Pali; Makai, Naholo; Hamakua, a Pali. 2. A kalo land at Kukui. Mauka, Konohiki; Hana, an Auwai; Makai, Kalohelau; Hamakua, a ridge.	—	5	1	—	Loi Kalo Auwai	N/A
Kauanoa	Helu 3041	Honoluluunui & Makapipi	5:391 & FT 8: 255	His land is 7 loi at Honoluluunui, gotten from Nailima in 1819. 1. Mauka, Hilihewa; Hana, Paakuku; Makai, a Pali; Hamakua, my land. 2. A kahuahale at Makapipi. Mauka, Kaeha; Hana, Papua; Makai, the sea; Hamakua, an Alanui.	1	7	—	—	Loi (Kalo) Kahuahale	N/A
Kalohelau (Lahilau)	Helu 4849B (see Helu 4849)	Makapipi & Kukui	5:391 & FT 8: 255 & FT 16:101- 102	His land is in the ili of Kaahumanamana, at Makapipi. He got it in 1839. 1. Mauka, Kalei; Hana, Keliiokekanaka; Makai, an Alanui; Hamakua, Keomowai. 2. A kahuahale. Mauka, an Alanui; Hana, a Gulch; Makai, Papua;	1	3	—	—	Loi Kalo Kahuahale Alanui Kahawai Poalima (2)	MA 8:143 RP 1347 Book 5:269

				Hamakua, a Kahawai. 3. Kalo land at Kukui Ahupuaa. Mauka, an Alanui; Hana, Kapuaa; Makai, an Alanui; Hamakua, a Pali. 4. 3 loi. Mauka, Naholo; Hana, Puakea; Makai, Kauanoa; Hamakua, a Kahawai.						
				Two loi in Honolulu awarded to Cit. Are said by all the people to be poalimas, while Cit. Was Konohiki's luna in Honolulu Koolau he had the use of these loi as Konohiki, in the same manner as his predecessor had done, and also as his successor had them since, but in my opinion he entered a claim wrongfully for the loi and they should be stricken from his award unless the time is past for correcting it. They probably occupy an entire lot in the award of Cit. Running thus,; Beg. At S.W. corner & run S. 86 ¼ ° E. 1.32 Ch. N. 9 ° E. 2.42 Ch. N. 79 ½ ° W. 1.09 Ch &c, and make about 3/10 of an acre. Cit. Says his award is in the Land office waiting a Royal Patent, and he will soon go for it.						
Holoua (Kaholoua)	Helu 6768	Kukui, Honolulu & Makapipi	5:391 & FT 8: 256	His land is the iii of Hakiola at Kukui, gotten in 1840. 1. Mauka, the Mountain; Hana, land of the Konohiki; Makai, the Sea; Hamakua, Makapipi. 2. 8 loi at Honolulu. Mauka, Kukalaa; Hana, a Ridge; Makai, Keliiokekanaka; Hamakua, a Pali. 3. A kahuahale at Makapipi. Mauka, an Alanui; Hana, Kukui; Makai, a Pali; Hamakua, a Pali.	1	8	—	—	Loi (Kalo) Kahuahale Alanui	N/A
Naholo	Helu 6768C (see also Helu 4788)	Honoluluiki	5:392 & FT 8: 256	His land is at Ihihinui in Honoluluiki, it is an old land, and given to him by Kaeha in 1839. 1. Mauka and Hana, a Pali; Makai, Mu; Hamakua, a	1	—	—	—	Kahuahale Kahawai Alanui	MA 7:195 RP 2809 Book 13:79

				Kahawai. 2. A kahuhale. Mauka, the land of Mu; Hana, a Kahawai; Makai, the Shore; Hamakua, a Pali and Honoluluui. 3. Mauka, Mu; Hana, an Alanui; Makai, a Kahawai; Hamakua, Honoluluui.						
Naeole	Helu 4665F	Keanae	5:401 & FT 8: 265	His land is in the ili of Kapae at Keanae, gotten from Kauloku in 1839. 1. Mauka, a Kahawai; Hana, Mahoe; Makai, Nailima; Hamakua, the Sea. 2. A kula (dry land planting area). Mauka, Opunui; Hana, Poolai; Makai, Kanehaku; Hamakua, a Pali. 3. A Pahale at Kanemakue. Mauka, Nailima; Hana, Konohiki; Makai, the Sea; Hamakua, the Sea.	1	—	—	1	Kahawai Kula Pahale	MA 3:831 RP 3274 Book 14:341
Ehu	Helu 4665G	Keanae & Pahoa	5:402 & FT 8: 265-266 (& FT 16:114)	His land is at Kalihi in Keanae, gotten from Kanehaku in 1843. 1. Mauka, Naohiki; Hana, Makea; Makai, Kaea; Hamakua, Kealina. 2. Kula. Mauka, Kanehaku; Hana and Makai, Makea; Hamakua, Kanehaku. 3. 2 loi in the aina of Kealina. Mauka, Kealina; Hana, Kalihi; Makai, Kealina; Hamakua, Mamaikawaha. 4. Pahale at Kukuiohoku. Mauka, Kaihu; Hana, the Sea; Hamakua, Kukuiohono; Makai, Maewaewa.	1	17	—	2	Kula Loi (Kalo) Pahale Opu Olona Kahawai	MA 9:361 RP 3341 Book 14:475 & MA 3:830 RP 4062 Book 17:121
				5. 9 loi in the Ahupuaa of Pahoa 1. Mauka, Mahoe; on the three remaining sides, surrounded by a Pali. 6. Opu Olona. Mauka, Kimana's land; Hana, Lukua's land; Makai, Kealina's land; Hamakua, Naohiki's land. 7. 6 loi in the Ahupuaa of Pahoa 2. Mauka, Konohiki; Hana, Kaleo; Makai, a Pali; Hamakua, a Kahawai.						
Naohiki	Helu 4665H (& 4857)	Keanae	5:402 & FT 8:266	His land is in the ili of Waiaolohe at Keanae, he has resided there since 1834. 1.	—	—	—	2	Opu Olona Kahawai	MA 9:362 RP 3267 Book 14:327

				Mauka and Hana, a Pali; Makai, Makea; Hamakua, Kealina. 2. Aina Olona at Kuainoa in Keanae. Mauka, Punalau; Hana, Konohiki; Makai, Kuainoa; Hamakua, a Pali. 3. Opu Olona at Kawaaune. Mauka, Poolai; Hana, a Kahawai; Makai, Opunui; Hamakua, a Pali.						
Kalawaia and Kauakahi	Helu 4665I	Keanae	5:402-403 & FT 8:266-267 (& FT 16:101)	In the land of Kipapa gotten in 1836. 1. Mauka, Kanehaku; Hana, Kamoku's land; Makai, my land (Nuole); Hamakua, the Sea. 2. A kahuahale at Kapae. Mauka and Hana my land; Makai, Nailima; Hamakua, the Sea. 3. Opu Olona at Waianu. Mauka, Keaupuni; Hana, a Pali; Makai, a Kahawai; Hamakua, Konohiki. 4. Opu Olona 2. Mauka, Piwai; Hana, Kainoa; Makai, a Kahawai; Hamakua, Umikanaha. 5. Opu Olona 3 at Keana. Mauka, a Pali; Hana, a Kahawai; Makai, Naehu; Hamakua, a Pali.	1	—	—	3	Kahuahale Opu Olona Kahawai	MA 3:825 RP 3106 Book 14:3
Kanuku	Helu 4665K	Keanae	5:403 & FT 8:267	His land is at Panaewa in Keanae, gotten in 1834. 1. Mauka, Umikanaha; Hana, Mu; Makai, Keliiaea; Hamakua, a Kahawai. 2. 3 loi at Makaiwa. Mauka, Umikanaha; Hana, Kanehaku; Makai, Kailio; Hamakua, a Pali. 3. 1 loi at Kuo. Mauka, Poalima; Hana, Mamaikawaha; Makai, Kaukalai; Hamakua, Konohiki. 4. Kula at Panaewa. Mauka, Kamakau; Hana, a Kahawai; Makai, Kalimaea; Hamakua, Nailima. 5. Opu Olona at Kapai. Mauka, Konohiki; Hana, Kalawaia; Makai, Kaiwilele; Hamakua, a Kahawai.	—	4		2	Loi (Kalo) Poalima Kahawai Opu Olona Kula	MA 3:840 RP 3352 Book 14:497
Hoonoho	Helu 4587	Wailua	5:411, 430 & FT 8:274, 288	His land is a Moo aina at Keononalu ili, at Wailua, Koolau. He has resided there since 1819. Mauka, Moo;	1	1	2	—	Loi (Kalo) Auwai Moo Kahuahale Kula	MA 3:845 RP 2806 Book 13:73

				Hana, kula; Makai, Naaipa; Hamakua, Wahapuu. His land is a Moo at Keononalu, I (Kaniho) gave it to him in 1839. 1. Mauka, the land of Moo; Hana, Konohiki; Makai, Konohiki; Hamakua, Kaohilae. 2. 1 loi at Paakamaka. Mauka, Konohiki; Hana, an Auwai; Makai, Kiowai; Hamakua, the land of Kaiwa. 3. A kahuahale at Paehala. Mauka, Kiowai; Hana, Papuaa; Makai, Kekahuna; Hamakua, an Auwai.							
Kawaloa (Kaawaloa)	Helu 4853	Waiahole	5:428 & FT 8:290	His land is at Waiahole in Koolau. It is a small Ahupuaa, gotten from Kahakuwai prior to 1839. Mauka, Amaumau (growth of fern); Hana, the land of Kekua; Makai, a Pali; Hamakua, a Kahawai. Kihapai Olona, at Kapia; surrounded by the Konohiki.	—	—	—	—	1	Kahawai Kihapai Olona	MA 8:142 RP 2308 Book 13:77
Kahaku	Helu 4853B (see also Helu 4867B)	Keaa	5:428-429 & FT 8:290- 291	His land is at Ahiakala, an ili in Keaa, at Koolau. It is an old land gotten from Ku, before 1829. Mauka, Amaumau; Hana, a Ridge; Makai, the Alanui Aupuni; Hamakua, a Kahawai.	—	—	—	—		Alanui Aupuni Kahawai	MA 8:136
Kiowai	Helu 3499	Wailua & Pauwala	5:429 & FT 8: 288-289	His land is a Kihapai at Waieli, an ili at Wailua. Ku gave it to him in 1843. 1. Mauka, the land of Kaiwi; Hana, the land of Pahukaa; Makai, Konohiki; Hamakua, land of Kahahei. 2. A Kihapai at Palolena. Mauka, the land of Kaniho; Hana, the Auwai; Makai, the land of Wailaahia; Hamakua, a Kahawai. 3. A Kihapai at Paakamaka. Mauka, the land of the Konohiki; Hana, the Auwai; Makai and Hamakua, the land of Kaiwa. 4. A Kihapai. Mauka, Konohiki; Hana, the land of Kaiwa; Makai and Hamakua, the land of Kuikui. 5. A kihapai (2 loi) at	—		2	2	4	Kihapai Loi (Kalo) Auwai Moo	MA 3:844 RP 3264 Book 14:321

				Keononalu. Mauka, Kaohilae; Hana, land of Hoonoho; Makai, Hoonoho; Hamakua, Konohiki. 6. Moo of Paepaemoana, at Pauwalu. Surrounded on all sides by the Konohiki.						
Kaumauma	Helu 11043B	Wailua	5:429-430 & FT 8: 289	His land is at Waieli in Wailua, I (Kaniho) gave it to him in 1819. 1. Mauka, an Auwai; Hana, the land of Kahahei; Makai, the land of Kaiwikaola; Hamakua, my land. 2. A kihapai (2 loi) at Keononalu. Mauka, land of Konohiki; Hana, an Auwai; Makai, the land of Waiapea; Hamakua, the Alanui. 3. Mauka, Konohiki's land; Hana, Kaohilae; Makai, land of Wahapu; Hamakua, land of Kaumiimi. 4. A kahuahale in the ili of Piikalawa. Mauka, an Alanui; Hana, the land of Kapali; Makai, the lot of Kaohilae; Hamakua, Papuaa.	1	2	2	—	Auwei Kihapai Loi (Kalo) Kahuahale Alanui	MA 3:614 RP 2786 Book 13:33
Kapahukaa	Helu 4587B (& 6778)	Wailua	5:430-531 & FT 8: 289-290	His land is a Moo at Waikani, gotten before 1839. 1. Mauka, an Auwai; Hana, Konohiki; Makai, Konohiki; Hamakua, Kaluahinenui. 2. A Kihapai at Waieli. Mauka, the land of Kaholoaa; Hana Makai, and Hamakua, Konohiki. 3. A Kihapai. Mauka, the land of Kaulia; Hana, the land of Kalawaia; Makai, Konohiki; Hamakua, Wahinemaikai. 4. 3 loi at Waieli. Mauka, the land of Naiwi; Hana, the land of Kaiwikaola; Makai, a kula; Hamakua, the land of Kiowai. 5. A Kihapai loi. Mauka, and Auwai; Hana, the land of Kaiwikaola; Makai, land of Naiwi; Hamakua, the land of Kahahei. 6. A kahuahale at Piikalawa. Mauka, Kaohilae; Hana, the lot of Kapali; Makai, the sea; Hamakua, Papuaa.	1	4	2	2	Moo Loi (Kalo) Kihapai Kahuahale Kula Auwai	MA 3:615 RP 3262 Book 14:317

Umaikealani	Helu 4853C	Kaliae, Wailuaiki & Wailua	5:431 & FT 8: 291	A moo of land is in the Ahupuua of Kaliae. I (Kaniho) gave it to him in 1839. 1. Mauka and Hana, a Pali; Makai, Ohule; Hamakua, a Kahawai. 2. A pa hale at Wailuaiki. Mauka, a Pali; Hana, the lot of Ohule; Makai, an Alanui; Hamakua, Kekua. 3. 2 loi at Kaahu, an ili in Wailua. Mauka and Hana, Kaumiumi; Makai, Kaiwa; Hamakua, a Kahawai. 4. 1 loi. Mauka, Wahinemaikai; Hana, Makai, and Hamakua, Kaholoaa. 5. 2 loi at Waielinui. Surrounded on all sides by Kahahei. 6. 4 loi. Mauka, my land; Hana, an Alanui; Makai, the land of the Konohiki; Hamakua, my land. 7. 1 loi at Palolena. Mauka and Hana, the land of Ku; Makai, the land of Kekanaka; Hamakua, a Kahawai.	1	10	—	—	Pa hale Loi (Kalo) Kahawai Alanui	MA 3:840 RP 3253 Book 14:299
Naha	Helu 4853D	Wailua	5:431-432 & FT 8: 291	His land is in the ili of Palolena, at Wailua. I (Kaniho) gave it to him in 1846. 1. Mauka, my land; Hana, Konohiki; Makai and Hamakua, a Kahawai. 2. A Kihapai Olona. Mauka, Keahi; Hana, Wahinemaikai; Makai and Hamakua, a Kahawai. 3. 2 loi at Paulae. Mauka and Hana, Makaole; Makai, an Alanui; Hamakua, Kaholoaa.	—	2	—	1	Loi (Kalo) Kihapai Olona Kahawai Alanui	MA 3:832 RP3276 Book 14:345
Kahahei	Helu 4853E	Wailua	5:432 & FT 8: 292	His land is at Waieli, gotten from Ku in 1839. 1. Mauka, and Auwai; Hana, Kiowai; Makai and Hamakua, Konohiki. 2. A pa hale. Mauka, Konohiki; Hana, Kaiwikaola; Makai, and Auwai; Hamakua, Konohiki. (1/4 Acre) 3. A Kihapai Olona at Paakamaka. Mauka, Kaahaiea; Hana, Konohiki; Makai, a Kahawai; Hamakua, Konohiki.	1	—	2	1	Kihapai Olona Pa hale Auwai Kahawai	MA 3:844 RP 3277 Book 14:347
Kaahaiea	Helu 4853F	Wailua	5:432 & FT 8: 292	His land is a Moo at Palolena, gotten from Keahi in 1840. 1.	—	—	—	2	Moo Kihapai Olona Kahawai	N/A

				Mauka, Ku; Hana, a Pali; Makai, the land of Kekanaka; Hamakua, a Kahawai. 2. A Kihapai Olona at Paakamaka, Mauka, Kiowai; Hana, a Kahawai; Makai and Hamakua, Konohiki. 3. A Kihapai Olona at Paehala. Mauka, Hana, and Makai, Konohiki; Hamakua, Puula.						
Kuheleaumoku	Helu 4853G	Wailua & Keanae	5:432-433 & FT 8: 292	His land is at Keononalu, gotten from Wahapuu in 1819. 1. Mauka, a Pali; Hana, Kaholowaa; Makai, Kekahuna; Hamakua, Kaanaana. 2. A Kihapai Olona at Kaakee. Mauka and Hana, a Pali; Makai, a Kahawai; Hamakua, a Pali. 3. A Kihapai Olona at Kapae in Keanae. Mauka, Naehu; Hana, an Alanui; Makai, Paikaka; Hamakua, a Pali. 4. A kahua hale at Wailua. Mauka and Hana, an Alanui; Makai, Papuaa; Hamakua, Konohiki.	1	—	—	2	Kihapai Olona Kahawai Kahua hale Alanui	MA 3:612 RP 3255 Book 14:303
Makea	Helu 4853H (see also Helu 4874)	Keanae	5:433 & FT 8: 294	His land is at Paehala, an ili of Keanae. Gotten from Kepapoi in 1839. 1. Mauka, the land of Naohiki; Hana, a Pali; Makai, the land of Kaea; Hamakua, the land of Ehu. 2. 2 loi at Kipapa. Mauka, the land of Keakaimalu; Hana, the land of Kanuku; Makai, the land of Kalawaia; Hamakua, a Papuaa (pig enclosure).	—	2	—	—	Loi (Kalo) Papuaa	MA 7:506 RP 3656 Book 16:71
Kalawaia	Helu 4853I (see also Helu 4665I)	Keanae	5:433-434 & FT 8: 293	His land is Kamakaihe, an ili at Keanae. Gotten from Kepapoi in 1839. 1. Mauka, the land of Naeole; Hana, Mahoe; Makai, Kanehaku; Hamakua, the shore. 2. A parcel of land (pauku aina). Mauka, my (Kealina) land; Hana, the land of Kanuku; Makai, the sea; Hamakua, Kahaukomo. 3. 1 loi in the ili of Panaewa. Mauka, Niau; Hana, an Auwai; Makai, Konohiki; Hamakua, Kalawaia.	1	5	3	—	Loi (Kalo) Auwai Kahawai Kahua hale	N/A

				4. 1 loi. Mauka, Kaea; Hana, the loi of Kamaliikapu; Makai, Keakaimalu; Hamakua, the land of Kanuku.						
				5. 1 loi at Makaiwa. Mauka, Ihunui; Hana, an Auwai; Makai, Kalimaeu's land; Hamakua, Kaula's land. 6. 1 loi at Pohakuokane. Mauka, Pooila's land; Hana, Naaina's land; Makai, the land of Mu's land; Hamakua, an Auwai. 7. 1 loi at Kipapa. Mauka, Mamaikawaha; Hana, my land; Makai, my land; Hamakua, the land of Kaope. 8. A kahua hale at Kealakekua. Mauka, Mahoe; Hana, a Pali; Makai, Kauinui's land; Hamakua, a Kahawai. (1/4 Acre)						
Poolai	Helu 4853K	Keanae & Wailua	5:434 & FT 8:293-294	His land is in Painoni, an ili of Keanae. The Kihapai were given prior to 1839. 1. Mauka, the land of Kaihu; Hana, the shore; Makai, the sea; Hamakua, Maewaewa. 2. A pauku aina at Kukuiohoku. Mauka, Kealina; Hana, land of Kaleo; Makai, land of Makea; Hamakua, a Kahawai.	—	2	—	—	Kihapai Loi (Kalo) Kahawai Moo	N/A
				3. 2 loi at Waiapuka. All sides surrounded by the land of the Konohiki. 4. A moo aina at Waieli in Wailua. Mauka, a Pali; Hana, Konohiki; Makai, the land of Kaiwikaola; Hamakua, the land of Kahakaula.						
Kaopa	Helu 4853L (see also Helu 4860)	Keanae	5:434 & FT 8: 294 (& FT 16:101)	His land is in the ili of Koleamoku, at Keanae. Gotten from Kahiewalu in 1839. 1. Mauka, Maewaewa; Hana, Kuluhiwa; Makai, Maewaewa 1; Hamakua, Maewaewa 2. 2. 2 loi at Waiola. Mauka, Mamaikawaha; Hana, Maewaewa; Makai, Kaihu; Hamakua, Keliiea. 3. Pahale at Makaiwa. Mauka and Hana,	1	2	1	—	Loi (Kalo) Auwai Pa hale	MA 3:827 RP 3268 Book 14:329

				an Auwai; Makai, Konohiki; Hamakua, Umikanaha. (1/4 Acre)						
Kuluhiwa	Helu 4848	Keanae & Waianu	5:434-435 & FT 8: 294	His land is in the ili of Ololokeahi at Keanae. He got it from Kekapoi in 1824. 1. Mauka, my (Kealina) land; Hana, Kaea; Makai, Kaihu; Hamakua, the land of Kaopa. 2. A kula parcel. Mauka of Pilaulipi, the boundaries of this kula land are not known; 3. The ili of Ohia at Waianu. Mauka, Kamakaipooa's land; Hana, a Pali; Makai, Kamakaipooa; Hamakua, a Kahawai.	—	—	—	1	Kula Kahawai	MA 7:447 RP 3655 Book 16:69
Kane	Helu 4848B (see also Helu 4861)	Keanae	5:435 & FT 8: 294-295	His land is at Waiola, an ili in Keanae. Gotten from Kekapoi in 1839. 1. Mauka, Kanuku; Hana and Makai, the land of Maewaewa; Hamakua, Keliiaea. 2. 2 loi at Kipapa. Mauka, Mamaikawaha; Hana, Kalawaea; Makai, Maewaewa; Hamakua, Pooila's land. 3. A kahua hale at Kanemakue. Mauka, Kanehaku; Hana, Poolai; Makai and Hamakua, the shore. (1/4 Acre) 4. A pauku (parcel) at Waiola. Mauka, Kalulo; Hana, Kuo; Makai, the land of Mu; Hamakua, a Kahawai.	1	2	—	—	Loi (Kalo) Kahua hale Kahawai	N/A
Keliiaea	Helu 4848C	Keanae & Waianu	5:435 & FT 8:295	His land is in the ili of Kuo at Keanae. Gotten from Kekapoi in 1829. 1. Mauka, the land of Kanuku; Hana, Kane; Makai, Kahuena; Hamakua, Mahoe. 2. A pauku kula (dry land parcel). Mauka, the land of Kalawaia; Hana, the land of Maewaewa; Makai, the land of Pooila; Hamakua, a Pali. 3. A Kihapai Olona at Waianu. Mauka, Piwai; Hana, Kainoalehulehu's land; Makai, Kaula's land; Hamakua, Umikanaha's land.	—	—	—	2	Kula Kihapai Olona	MA 3:827 RP 3812 Book 16:383

Umikanaha	Helu 4848D	Keanae	5:436 & FT 8:295	His land is in the ili of Makaiwa, gotten from Kekapoi in 1829. 1. Mauka, Kanehaku; Hana, an Auwai; Makai, Kanuku; Hamakua, a Pali. 2. Kula at Manonui. Mauka, the land of Naeole; Hana, the land of Keohina's land; Makai, Kaea; Hamakua, a Kahawai.	—	—	1	1	Auwai Kula Kahawai	N/A
Maewaewa 2 (II)	Helu 4848E	Keanae	5:436 & FT 8: 295-296 (& FT 16:107)	His land is in Lalaola 2, an ili in Keanae. It is an old land gotten in 1819. 1. Mauka, Pooila's land; Hana, my (Kealina's) land; Makai, Kaopa; Hamakua, Mu's land. 2. 1 loi at Ololokeahi. Mauka, Kuluhiwa; Hana, Kaea; Makai, Kaihu; Hamakua, the land of Kaopa.	—	1	—	—	Loi (Kalo)	MA3:824 RP 3272 Book 14:337
Maewaewa 1 (I)	Helu 4848F (see also Helu 4706)	Keanae	5:436 & FT 8: 296	His lands are at Kekaale and Kukuilono, ili in Keanae. Gotten from Kauahikaua in 1819. Mauka, the land of Mu and Kaopa; Hana, the land of Kaihu; Makai, the sea; Hamakua, the land of Kane and Kahuena.	—	—	—	—	—	MA 9:362 RP 3332 Book 14:457
Mu	Helu 4848G	Keanae	5:436-437 & FT 8: 296	His land is at Pohakuokane, an ili of Keanae. Gotten from Kaualoku in 1819. 1. Mauka, the land of Pooila; Hana, Maewaewa; Makai, Maewaewa; Hamakua, Kanuku. 2. A kula parcel. Mauka, Kamakau; Hana, a Kahawai; Makai, the land of Niau; Hamakua, a Pali. 3. 2 loi at Lalaola. Mauka, Ehu; Hana, Kuluhiwa; Makai, Naaina; Hamakua, Ihu. 4. 1 loi at Haleakua. On three sides surrounded by Kaihu; Hamakua, Kaopa.	—	3	—	5	Kula Loi (Kalo) Kihapai Olona Kahawai	MA 3:826 RP 3346 Book 14:485
				5. 4 kihapai Olona at Waiapuka. Olona 1. Mauka, Opunui; Hana, a Kahawai; Makai, Opunui; Hamakua, a Pali. 6. Olona 2. Mauka, Kanekoa; Hana, Konohiki; Makai, Naohiki; Hamakua, a	—	3	—	5	Loi (Kalo) Kihapai Olona Kahawai	MA 3:826 RP 3346 Book 14:485

				Pali. 7. Olona 3. Mauka, Ihunui; Hana, a Kahawai; Makai, Kuaaina; Hamakua, Kauakahi. 8. Olona 4, Lonowai. Mauka, Kaaukai; Hana, a Kahawai; Makai, Nahale; Hamakua, Kaaukai.						
Kaihaa	Helu 3472	Pauwala	5:437 & FT 8: 297	His land is at Lakini, a Moo parcel at Pauwala. Gotten from Kaaau in 1839. 1. This land is surrounded on all sides by the land of the Konohiki. 2. A kula land in Pauwala. Mauka and Hana, Wailua; Makai, the sea; Hamakua, Puula's land.	—	—	—	1	Moo ma Lakini Kula	MA 3:846 RP 2803 Book 13:67
Barenaba	Helu 3472B	Keanae	5:437-438 & FT 8: 297	His land is at Kalaloi, an ili in Waianu. Gotten from Lukua in 1839. 1. Mauka, Konohiki; Hana, a Kahawai; Makai, Konohiki; Hamakua, the land of Ehu. 2. Ili of Pahoa at Keanae, gotten in 1829. Mauka, Naeole; Hana, a Kahawai; Makai, a Kahawai; Hamakua, the land of Mahoe. 3. 2 loi at Koleamoku. Mauka, Keaka; Hana, Naaina; Makai, the land of Punohu; Hamakua, Maewaewa 1. 4. 1 loi at Kaapohaku. Mauka, Piiwai; Hana, Kaopa; Makai, Pooila; Hamakua, an Auwai. 5. 1 loi at Kalihi. Mauka and Hana, Malailua; Makai, Paupau; Hamakua, Ehu. 6. 1 loi at Waiaolohe. Mauka and Hana, Naohiki; Makai, Makea; Hamakua, Naohiki. 7. A Kihapai Olona at Kukuiohaku. Mauka, and all sides, the Konohiki.	—	5	—	1	Loi (Kalo) Kihapai Olona Auwai Kahawai	MA 9:360 RP 2810 Book 13:81
Kailio	Helu 4848H	Keanae	5:438 & FT 8: 294-295 (& FT 16:101)	His land is in Kealakekua at Kaluawaa. Gotten in 1839. 1. Mauka, the land of Mahoe; Hana, the land of Keliiaea; Makai, Mahoe; Hamakua, Kalawaia. 2. 5 loi at Makaiwa. Mauka, the land of Umikanaha; Hana, Konohiki; Makai, the land of Kaopa;	1	5	—	—	Loi (Kalo) Pa hale	MA 3:829 RP 3271 Book 14:335

				Hamakua, a Pali. 3. A pa hale at Kanemakue. Mauka and Hana, Naeole; Makai, Kanemakue; Hamakua, the shore.						
Kaaimakahiki	Helu 6438	Honomanu	5:438	Mahaula Hoohikiia: Ua ike au. Ua pau kona kuleana i ka wai, ua poino a piliikia maoli, ua haalele i kona kuleana. Mahaula sworn: I know that his entire kuleana was destroyed by the water and there was great trouble. He has abandoned his kuleana.	—	—	—	—	Kuleana destroyed by water	N/A
Makaula	Helu 7786	Honomanu	5:438-439	His land is the Moo of Koie in Kaluanui, at Honomanu. It is an old place gotten from his father and he has had it since 1819. 1. Mauka, the mountain; on the three remaining sides is the Pali. 2. 2 loi at Kaluanui. Mauka, the land of Makuaoale; Hana, an Alanui; Makai, the land of Kamapii; Hamakua, Konohiki.	—	5	—	—	Loi (Kalo) Alanui Moo	N/A
				3. 2 loi. Mauka, Kamapii; Hana and Makai, an Alanui; Hamakua, the land of Palaile. 4. 1 loi. Mauka, Pupuka; Hana and Makai, an Alanui; Hamakua, the land of Nawale.						
Nawele	Helu 7791	Honomanu	5:439	His land is at Punalau, an ili in Honomanu, gotten from Kinolau in 1839. 1. Mauka, an Alanui; Hana, a Kahawai; Makai, and Hamakua, an Alanui. 2. 1 loi at Kaluanui. Mauka, Kekahuna; Hana, my (Makaula) land; Makai, an Auwai; Hamakua, Kanewalawala.	—	1	1	—	Loi (Kalo) Kahawai Auwai Alanui	N/A
Luka Keuoho	Helu 3957B	Makaiwa Punaluu Kolea	5:439	His land is at Makaiwa, at Kaloa, Koolau. It is an old land gotten from Kauheha long before 1819. 1. Mauka, forest; Hana, the land of Kekua; Makai, a Pali; Hamakua, the land of Nawaiki. 2. A Kihapai at Punaluu. Mauka, Ku; Hana	—	—	—	3	Kihapai Kahawai	MA 3:809 RP 4109 Book 17:215

				and Makai, a Pali; Hamakua, a Kahawai. 3. Kihapai at Kolea. Mauka, the land of Pahupu; Hana and Makai, a Pali; Hamakua, Pahupu's land.						
Kekuahani	Helu 3715B & 5250D (see also Helu 6401)	Keopuka, Loiloa	7:6 & FT 8:125	Imihia sworn: I have seen his land, 3 parcels. Parcel 1, a kalo kula at Keopuka; Parcel 2, a kalo kula at Loiloa; Parcel 3 an Olona patch at Loiloa. Ikoa gave it to him in 1839. 1. Mauka, Alanui Aupuni; Hana, Pali of Keopuka; Makai Pali of Keopuka; Wailuku, Makaila. The other 2 parcels are surrounded by Government land.	—	—	—	3	Kalo Olona Alanui Aupuni	MA 5:601 RP 7518 Book 28:93
Ohule	Helu 6769B	Kaliae & Wailua	FT 8:273	Kaio Sw. Kaliae, an Ahupuaa, in Koolau, has been a possession of Clt. since 1819. Mauka, by the Mountain; Hana, by Kanehailus's land; Makai, by the sea; Hamakua, by a stream. Six loi in Waieli, Wailua. Mauka, by Kaiwikaola's land; Hana, by Kauiki's land; Makai, by Kaolulo's land; Hamakua, by Konohiki.	—	6	—	—	Ahupuaa Loi (Kalo) Stream	MA 3:615 RP 3260 Book 14:313
S. Grant	Helu 209	Paakea Puakea	FT 3:37	Alalio sworn for Clt.: I know the lands of Mr. Grant, they are called Pakea [Paakea] and Puakea; they are situated in Koolau on the Island of Maui. I cannot give their exact bounds; but I could point them out in part. I know Claimant got these lands of Hikiau, a petty chief, when Hoapili Kane was Governor of this Island; and when Kaaukai was Lunaauhau of that district about 1839. They were a mere gift to Mr. Grant according to the custom of the country, and there was nothing paid for the lands...	—	—	—	—	—	MA 1:594 RP 1117 Book 3:471
Nahuina	Helu 7262 (& 10512)	Keaa 2	—	Ahupuaa of Keaa 2, Koolau (Alii Awardee)	—	—	—	—	—	Buke Mahele 1848:142-143 MA 10:263 RP

										4488 Book 18:461
J. Y. Kanehoa	Helu 8518B	Ulaino	—	Ahupuaa of Ulaino, Koolau, Maui. (Alii Awardee)	—	—	—	—	—	Buke Mahele 1848:160-161 MA 10:532 RP 2237 (2) Book 9:609

(1847-1905) PALAPALA SILA NUI (ROYAL PATENT GRANTS) AND LAND PATENT GRANTS ISSUED IN HĀMĀKUAPOKO, HĀMĀKUALOA AND KO‘OLAU

The Māhele of 1848 met with mixed results across the Kingdom. As previously stated, many of the applications made by native tenants for kuleana were rejected by the Land Commission. This problem was recognized while the Māhele was underway, and Kamehameha III initiated a program that allowed native and foreign residents to apply for grants of land—in fee-simple interest—which belonged to the Government Land Inventory. The process of applying for “Grant Lands” was set forth by the “Enabling Act” of August 6, 1850, which set aside portions of government lands for grants:

Section 4. Resolved that a certain portion of the Government lands in each Island shall be set apart, and placed in the hands of special agents to be disposed of in lots of from one to fifty acres in fee simple to such natives as may not be otherwise furnished with sufficient lands at a minimum price of fifty cents per acre. [“Enabling Act” – DLNR 2-4]

The Kingdom’s policy of providing land grants to native tenants was further clarified in various communications from the Interior Department to land clerks and the board of commissioners. One example of the requirements listed several conditions:

February 23, 1852

...You will entertain no application for the purchase of any lands, without first receiving some part, say a fourth or fifth of the price; then the terms of sale being agreed upon between yourself and the applicant you will survey the land, and send the survey, with your report upon the same to this office, for the Approval of the Board of Finance, when your sales have been approved you will collect the balance due of the price; upon the receipt of which at this office, the Patent will be forwarded to you.

Natives who have no claims before the Land Commission have no Legal rights in the soil.

They are therefore to be allowed the first chance to purchase their homesteads. Those who neglect or refuse to do this, must remain dependent upon the mercy of whoever purchases the land; as those natives now are who having no kuleanas are living on lands already Patented, or belonging to Konohikis.

Where lands have been granted, but not yet Patented, the natives living on the land are to have the option of buying their homesteads, and then the grant be located, provided this can be done so as not to interfere with them.

No Fish Ponds are to be sold, neither any landing places.

As a general thing you will charge the natives but 50 cents pr. acre, not exceeding 50 acres to any one individual. Whenever about to survey land adjoining that of private individuals, notice must be given them or their agents to be present and point out their boundaries... [Interior Department Letter Book 3:210-211]

As a part of this research, we have compiled selected digital copies of Royal Patent Grants issued between 1847 to 1884, and a sampling of regional Land Patent Grants issued largely for

the extraction of water after the overthrow of the Hawaiian Monarchy in 1893. (Table 4) These include several grants up to 1907.²⁵ Later Land Patent Grants, which were associated with access to development and extraction of water, are cited in this manuscript under the heading, “‘Aia I Hea Ka Wai Ola A Kāne?” (Where Are The Life-Giving Waters Of Kāne?) Development And Extraction Of Water Resources.”

In the period between 1846 to 1884 a total of 215 applications for 20,551.946 acres of land, were patented as grants on lands that were part of the Government inventory in Maui Hikina. Many of the native grantees had also claimed, and in some cases had also been awarded kuleana, while others had been denied or had failed to file claims as outlined by the Land Commission. The number of Hawaiian and foreign grantees and acres of land granted totals is presented here:

- *Hāmākua Poko* – 57 Hawaiians received 1,336.44 acres; and 12 foreign residents received 2,168.39 acres. (Total Acreage of 3,504.83)
- *Hāmākua Loa* – 94 Hawaiians received 6,422.06 acres (including two Ali‘i grantees received 5,629 acres); and 23 foreign residents received 9,058.54 acres.²⁶ (Total Acreage of 15,480.6)
- *Ko‘olau* – 52 Hawaiians received 1,502.776 acres; and one foreign resident received 63.74 acres (in 2 Grants). (Total Acreage of 1566.516)

Table 4. Royal Patent Grants Issued in Maui Hikina

District of Hāmākua Poko (Makawao), Maui

Grant No.	Grantee	Location	Acreage	Book	Year
56	Paele	Makawao	6 A	1	1847
57	Kaimu	Makawao	6.48 A	1	1847
58	Omaile	Makawao	9.73	1	1847
64	W. McLane	Makawao	318.94 A	1	1847
65	Kaleihopu	Makawao	8.62 A	1	1847
66 & 833	J. S. Green	Makawao	98.93 A	1 & 4	1847 & 1852
67	Makawao Prot. Ch.	Makawao	22.17 A	1	1847
68	J. S. Green	Makawao	87.07 A	1	1847
75	Kekahuna	Makawao	26.14 A	1	1848
79	Kalawe	Makawao	11.1 A	1	1848
82	Pololu	Makawao	19.52 A	1	1848
84	Kekoa	Makawao	18.22 A	1	1848
85	Kilaweau	Makawao	19.79 A	1	1848
86	Kahainapule	Makawao	35.06 A	1	1848
87 & 2008	Daniela li	Makawao	39.78 A	1 & 11	1848 & 1856
90	Kalia	Makawao	13.11 A	1	1848
102	Uwe	Makawao	17.74 A	1	1848
107	Kaukauohi	Makawao	12.9 A	1	1848
157	W. McLane	Makawao	370 A	1	1849
187	J. Richardson	Hamakuapoko	150.3 A	1	1849

²⁵ Digital copies of these records are a part of the archival collection transferred to the East Maui Water Authority.

²⁶ The total land area granted to foreign residents in Hāmākua Loa include the ahupua‘a of Pe‘ahi, less lands awarded as kuleana or in Royal Patent grants. We have estimated that the total of H. Swintons’ Ahupua‘a Grant in No. 221, at about 1,800 acres, out of the total 2,016-acres record in Boundary Commission Proceedings (see citation in this manuscript).

216	J.T. Gower	Makawao	404.00 A	3	1850
249	Kamanaulu	Makawao	50 A	1	1850
313	Kalopa	Makawao	10 A	2	1850
314	Kamanohili	Makawao	10.75 A	2	1850
315	Kalaau	Makawao	21 A	2	1850
316	Kimo	Makawao	20.8 A	2	1850
317	Kahainapule	Makawao	21.5	2	1850
318	Kekalo	Makawao	18 A	2	1850
319	Kealoha	Makawao	12.69 A	2	1850
320	Honuaakaha	Makawao	19.22 A	2	1850
321	Keawe	Makawao	35.56 A	2	1850
322	Keakaikawai	Makawao	43.56 A	2	1850
323	Kalawe	Makawao	11.83 A	2	1850
324	Naheana	Makawao	12.35 A	2	1850
325	Honolulu	Makawao	11.19 A	2	1850
326	Kuli	Makawao	13 A	2	1850
327	Aneru	Makawao	24.61 A	2	1850
328	Nuole	Makawao	8.90 A	2	1850
329	Moonionio	Makawao	13.4 A	2	1850
330	Makua	Makawao	19.26 A	2	1850
331	Opu	Makawao	14 A	2	1850
332	Kauwila	Makawao	16.39 A	2	1850
360	Kekahuna	Hamakuapoko	47.5 A	2	1850
498	Kalimaimoku	Makawao	23.35 A	2	1851
499	Kaaea	Makawao	8 A	2	1851
504	Kekino	Makawao	24 A	2	1851
597	Lono	Makawao	22.74 A	2	1851
598	Ieremia	Makawao	14.77 A	2	1851
599	Kiaipu	Makawao	11.62 A	2	1851
600	Nunu	Makawao	24.49 A	2	1854
601	Uekalohe	Makawao	16.60 A	2	1851
602	Kalawaihau	Makawao	21.18 A	2	1851
603	Opunui	Makawao	35.59 A	2	1851
764	R. W. Wood	Hamakuapoko	150 A	5	1852
767	R. Holliday	Makawao	18.34 A	3	1852
768	Kekahuna	Makawao	56.75 A	3	1852
769	Naheana	Makawao	15.75 A	3	1852
770	Kapai	Makawao	151 A	3	1852
1817	Kupaiuli	Makawao	10.66	10	1855
2009	Mary Green	Makawao	24.97 A	11	1856
2472	Ihu	Makawao	38.60 A	13	1858
2639	D. T. Conde	Makawao	16.77 A	13	1859
2840	Kekua	Makawao	110.54 A	14	1862
2885	Kauwe	Makawao	33 A	14	1862
3084	J. Makee	Makawao	506 A	14	1871

District of Hāmākua Loa, Maui

Grant No.	Grantee	Location	Acreage	Book	Year
59	E. Miner (Mahina)	Haiku	674.2 A	1	1847
121	R. Armstrong	Haiku	530 A	1	1849
137	Nahinu	Pauwela	62.8 A	1	1849
138	Kapihe	Kuiaha, E	39.08 A	1	1849
139	Kaea	Kuiaha, E	16.65 A	1	1849

140	Kuhio	Pauwela	14.23 A	1	1849
141	M. Kaniau	Pauwela	70 A	1	1849
144	Paele	Pauwela	46.25 A	1	1849
149	H.S. Swinton	Peahi	522 A	3	1849
160	C. R. Bishop	Uaoa, 1 & 2	598.3 A	3	1849
165	Kekuanaoa for Kamamalu	Haiku	567 A	1	1849
166	R. Armstrong	Haiku	558 A	1	1849
176	R. Armstrong	Haiku	852 A	3	1849
182	Kekuanaoa for Kamamalu	Haiku	3226 A	3	1849
183	W. P. Alexander	Haiku	180 A	3	1849
184	Hough, James (Cancelled)	Pauwela	272 A	3	1849
217	Wm. Lee	Kuiaha, E	612 A	3	1850
220	Wm. Lee	Pauwela	612 A	3	1850
221	H.S. Swinton	Peahi	Ahupuaa [ca. 1800 ac.]	1	1850
226	Wm. Lee	Pauwela	210 A	1	1850
383	R. Armstrong	Kuiaha, E	360 A	3	1850
384	W. P. Alexander	Papaaea	360 A	3	1850
538	Koahou	Honopou	117.25 A	3	1851
594	Daniela Ii	Pauwela	24.6 A	2	1851
771	Hikiau	Kaupakulua, E	1836 A	3	1852
972	J. Fern	Honopou	109.25 A	5	1852
1075	T. Wills	Honopou	89 A	6	1852
1076	Wahahee	Hoolawa	13.37 A	6	1852
1077	Nui	Honopou	9.37 A	6	1852
1078	Wanaoa	Hanehoi	2.87 A	6	1852
1079	Puowaina	Hanehoi	15.25 A	6	1852
1080	Puha	Hanehoi	15.12 A	6	1852
1081	Piohia	Honopou	9.62 A	6	1852
1082	Kaimi	Honopou	8 A	6	1853
1083	Nawelu	Hoolawa	14.87 A	6	1852
1084	Kaupena	Hoolawa	15.12 A	6	1852
1085	Kamoekolohe	Hanehoi	6.12 A	6	1852
1086	Kaekaeka	Hanehoi	9.62 A	6	1852
1087	Hanakahi	Hanehoi	13.37 A	6	1852
1142	Keoho & Makue	Honokala	126 A	6	1853
1143	Kauwaha	Honokala	5 A	6	1853
1152	G. Norton & J. Reed	Honokala & Hoolawa	290 A	6	1853
1169	Kaaiwa	Honopou	11.29 A	6	1853
1254	Mehe	Hoolawa	6.33 A	6	1853
1255	Kipawale	Hoolawa	9.40 A	6	1853
1256	Kaiewe	Hanehoi	0.39 A	6	1853
1257	Kekahuna	Hanawana	100.45 A	6	1853
1258	Piho	Papaaea, W	15 A	6	1853
1259	Kolea	Hoolawa	4 A	6	1853
1260	Kapahu	Hoolawa	13.22 A	6	1853
1261	Papaiakea	Puolua	0.14 A	6	1853
1262	Kahiwalu	Puolua	86.20 A	6	1853
1263	Puukoa	Honopou	8.70 A	6	1853

1264	Kahalelaau	Honopou	10.77 A	6	1853
1265	Paaluhi	Honopou	10.80 A	6	1853
1266	Kaoo	Honopou	8 A	6	1853
1267	Nakaikuaana	Honopou	11.75 A	6	1853
1457	Hanauwaha	Hanawana	36.5 A	8	1854
1677	Kahaule	Makaiwa 2	32 A	9	1855
1686	Okuu	Puolua	1 A	9	1855
1900 or 1921	Kawaha	Puolua	2.78 A	10	1855
1901	Paukei	Puolua	0.67 A	10	1855
1903	Hililawe	Honopou	1 Loi	10	1855
1913	Piho	Papaaea, W	10.5 A	10	1855
1915	Mauna	Makaiwa 2	83 A	10	1855
1916	Imihia	Honopou	5 A	10	1855
1918	Kaimi	Honopou	2 Loi	10	1855
2041	J. Reed & G. Norton	Hoolawa	138 A	11	1856
2079	Kaiewe	Hanehoi	94.89 A	11	1856
2080	Kauhaa	Puuomaile	17.12 A	11	1856
2081	Nakoa & Uilama	Hoalua & Hanawana	48 A	11	1856
2125	Naopou	Hoolawa	13.86 A	12	1856
2131	Kolea	Hoolawa	29 A	11	1856
2136	W. G. Needham	Puuomaile	98 A	11	1856
2137	Nahinu	Puuomaile	52 A	11	1856
2182	L. Anthon	Kealiinui	229 A	12	1856
2471	Keohokano	Honopou	33.62 A	13	1858
2479	Olomele	Hanehoi	0.75 A	13	1858
2561	Kahaule	Makaiwa 2	12 A	13	1859
2630	Keahi	Puolua	2 Loi	13	1859
2701 & 1442	Copp, H. & Crowningburg; Hardy, B. F.	Pauwela	272 A	13 & 5	1860 & 1854
2784	Kaiewe	Hanehoi	11.9 A	14	1861
2854	Kanakaokai	Hanehoi	21.3 A	14	1862
2887	M. Gower	Haiku	2.79 A	14	1862
2974	E. Allen	Kaalaea	78 A	14	1864
3080	Haiku Sugar Co.	Pauwela	62 A	14	1871
3087	Kamoku	Halehaku	15.84 A	14	1871
3101	Kepani	Honopou	15.82 A	14	1872
3110	Poiuhane	Honopou	3.37 A	14	1873
3202	Haleole	Hoolawa	114.8 A	15	1879
3214	Papaiakea	Puolua	170 A	15	1879
3221	Naala (w)	Keaaula	119.5 A	15	1879
3263	Namale	Hoolawa	48.9 A	16	1880

District of Ko'olau, Maui

Grant No.	Grantee	Location	Acreage	Book	Year
1164	S. Grant	Kaliae	63 A	5	1853
1300	S. Grant	Kapaula	0.74 A	5	1854
1395	Luka	Mooloa & Punaluu	8.24 A	7	1854
1396	Luka, Makalena,	Makaiwa	391.63 A	7	1853

	Palena, Ikoa, Makaanahelēhele, Kaiuli, Kekua, Kaahaaina, Kuonea, Opii & Kalama				
1524	Barenaba	Waianu	0.166 A	8	1855
1525	Paiki	Waianu	0.97 A	8	1855
1526	Kaleo	Waianu	0.80 A	8	1855
1529	Makaliku & Ihu	Waiahole	100 A	8	1854
1658	Wiliama	Honolulu-iki	22 A	9	1855
1682	Kaahiki & Makuakane	Honolulu-nui	0.50 A	9	1855
1688	Kalama	Honolulu-nui	0.27 A	9	1855
1818	Kalawaia	Makapipi & Opikoula	27 A	10	1855
1899	Kapali, Wahinemaikai, Kanio Pio, Kohilae, Waiwai, Kaeo [sp.], Kuloa [sp.], Waiakea, Namau [sp.] & Nahinanui [sp.]	Kalii & Pauwalu	115 A	10	1855
1911	Malailua, Kaleo, Kahaina [sp.], Puula, lokua, Waiwaiole, Maewaewa, Kiko, Hakau, Naihe Kahaukomo, Kalino, Kaula, Uluhani, Kaliimoku, Keakaikamalo, Paiki, Keaka & Naelima	Pahoa & Waianu	107 A	10	1855
1914	Kalohilau	Honolulu-iki	4.12 A	10	1855
1983	Makua & Kaeka	Makapipi	6.10 A	11	1856
2040	Kalama & Kau	Honolulu-iki	23 A	11	1856
2090	Mahiai, Nakalaau, Makamakaole, Holoua & Kalohi	Honolulu-iki	35.5 A	11	1856
2091	Piwai, Ioane	Waianu & Kalii	58.5 A	11	1856
2092	Puula	Waianu & Kalii	0.8 A	11	1856
2097	Kaakuamoku & Paele	Makapipi	0.99 A	11	1856
2098	Manu, lokua	Waianu & Kalii	5.7 A	11	1856
2140	Hikiau	Makaiwa	144.5 A	11	1856
2213	Nahula	Waiohua	9.4 A	12	1857
2406	Luisa Kaimi	Makapipi	0.82 A	12	1857
2474	Kawahineai	Puumaile	30.5 A	13	1858
2484	Kamaka	Waiohua	1.87 A	13	1858
2549	Puula, Kaihaa, Kiawai, Kekahuna, Kaheleaumoku, Kaaikapu, Kekanaka, Kepaino, Wahapuu, Kukae, Kahakauwila, Kaumiumi, Keliwaiwaiole,	Pauwalu	151.65 A	13	1859

	Kaumauma, Kahahee & Kamaukoli				
2618	Paele	Waiohua	2.6 A	13	1859
2627	Kalua	Puupaipaia	15.54 A	13	1859
2629	Kapuu, Kai, Kaiakini, Kekahuna & Kapiko	Kuhiwa	57 A	13	1859
2654	Hinau	Honolulu-iki	0.84 A	13	1859
2665	Kaulahea	Waianu	0.82 A	13	1859
2793	Kukui	Kapehu	9.4 A	14	1861
2797	Kewe	Waiohua	5.63 A	14	1861
2857	Holoua	Makapipi	6.64 A	14	1862
2916	Kekuahane, Kekoa, Kauileolani & Kaulunahele	Loiloa & Keopuka	79.07 A	14	Not issued
3055	Iokua	Waianu	2.22 A	14	1867
3060	Mahoe, Ikoa, Nuaonu (sp.), Pua & Waaino	Keopuka	28.75 A	14	1868
3066	Manu	Kapaula	107 A	14	1867
3176	Paakuku (K) Ma [et al. names not cited]	Makapipi & Opikaula	56.64 A	15	1877
3177	Kaihaa	Wailua-nui	9.2 A	15	1877
3178	Kaakuamoku	Makapipi	4.17 A	15	1877
3179	Kahalekai (w)	Kauluena	18.8 A	15	1877
3180	Naholo (w)	Honolulu-iki	0.57 A	15	1877
3181	Kanawe (w)	Honolulu-iki	0.57 A	15	1877
3190 3257	Nahiku	Honolulu-nui	36.68	15	1878
3215	B. Kallimoku	Pahoa	13.7 A	15	1879
3223	Kaakuamoku & Kailiau	Pauwalu	120 A	15	1879
3258	Kamara (w)	Honolulu-iki	1.12 A	16	1880
3375	Uluhane	Pahoa	31 A	16	1884

Grant Lands – Notes of Survey

Below, follow selections from the records of grants in various elevational zones which include both wet land and kula land parcels issued across Hāmākua Poko, Hāmākua Loa and Ko’olau. Among the notes of survey are descriptions of land, streams, routes of access, and various natural and manmade features of the landscape. The notes and maps were viewed in the collection of the State Land Division. Thirty grant surveys are cited below (in numerical order). Of that total, 22 include specific references to stream resources (they are bounded by or have streams running through them); three are kula lands (two in Hāmākua Poko and one in Kaliae); and five provide no specific documentation regarding water or kula resources.

No. 187 John Richardson Hamakuaboko (Hamakuapoko)

August 18th, 1849

Wm. Lee; to Keoni Ana, Minister of the Interior:

Sir, I beg to make application on behalf of Mr. John Richardson, to the King and Government of the Hawaiian Islands, for the purchase of one hundred and fifty and 3/10 acres of upland, in Hamakua Poko on the Island of Maui [Figure 4], more fully described in the enclosed survey made by L. L. Torbert on the 15th May 1849. I am authorized on behalf

of Mr. Richardson to offer fifty cents per acre for this land and trusting that his application may be granted...

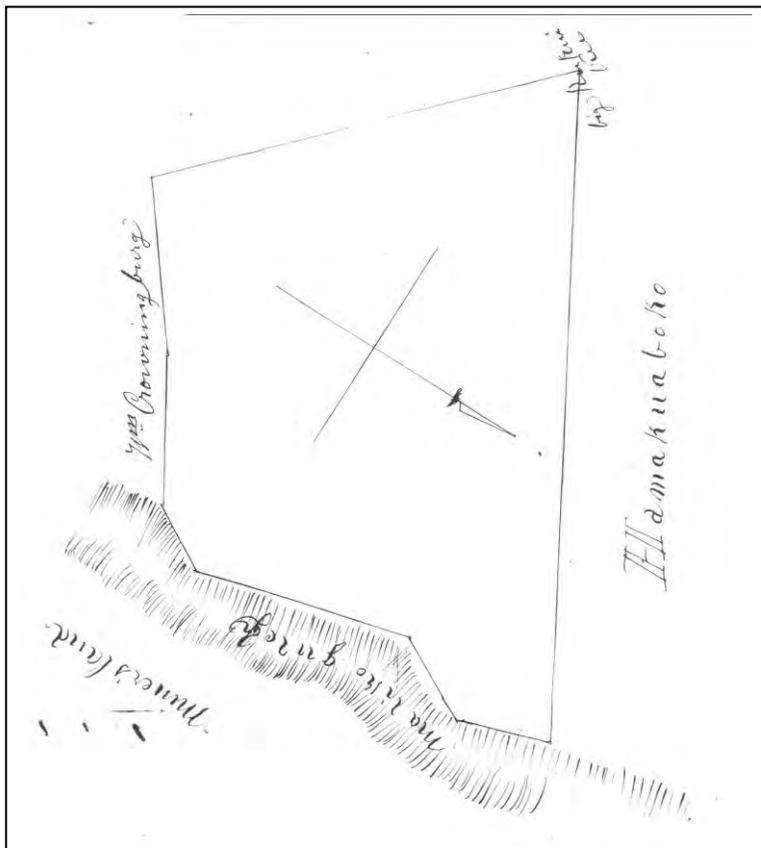


Figure 4. Royal Patent Grant No. 187; John Richardson at Hamakuapoko

Survey for John Richardson; Hamakuaboko East Maui

Commencing at stone on at N. E. Corner of Mr. Crowningburg's land at top of the west bank of big gulch and running South 58° 30' West...; S...W... to stone; S...W... to large kukui tree; N...E... to stone on top edge of big gulch afore said. Thence following along edge of the bank of said gulch. S... E...; S... W...; S... W...; S... E...; S31° 10' west 675 links to first mentioned point. Including an area of 150 3/10 acres.

L.L. Torbert, Sur.

May 15th, 1849

**Royal Patent Grant 360
Kekahuna at Haliimaile,
Hamakuapoko**

Warranty Deed [Figure 5].
Kekauonohi to Kekahuna. Situate in
Haliimaile:

Beginning at a Kukui tree at the N.W. corner of John Richardson's land & running along his line S. 48°...to the seaward side of Wm. Crowningburgs land; thence along Crowningburgs line S...West... 12 chains; thence North... West 38 chains to the Kukui tree on the N.W. Corner of this lands; then N... East., 12 chains, along the seaward side to place of beginning. Containing 47 1/2 Acres. (Surveyed August 14th, 1849).

**Figure 5. Royal Patent Grant No. 360
Kekahuna at Hamakuapoko**

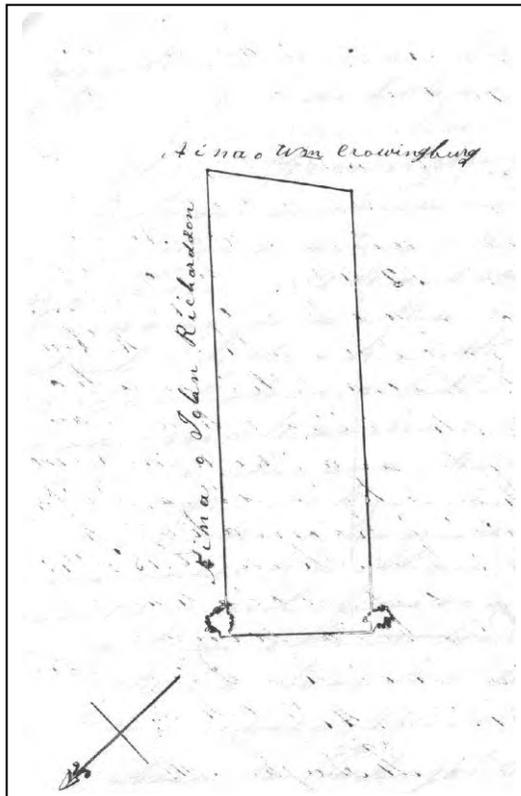
**Royal Patent Grant 384
W. P. Alexander,
Application for Papaaea**

Honolulu
November 19, 1849
W.P. Alexander;
to John Young, Minister of the
Interior:

...I desire to purchase the
Government Land called Papaaea, situated in Hamakualoa, on the Island of Maui, for which
I am willing to pay the sum of twenty five cents per acre.

This land has not been surveyed as yet, but I should think contains from five to six hundred
acres. This land is very wild and covered with large ferns, and very hard of cultivation.

*There are a few natives on the land whom I do not wish to disturb, but on the contrary desire
that this land may be reserved to them in Fee Simple. I desire to hold the land in Fee simple*



to me and any Hawaiian heirs; and trusting my application will be granted by the King in Council... (April 15, 1850)

Notes of a survey of Papaaea Waena situated in Hamakualoa on the Island of Maui.

Beginning at a post on a *high bluff called Hualele*, on the west bank of *the brook Puehu*, where it empties into a canoe harbor called *Mohowelu*, whence a remarkable hole called *Kapukaamaui*, in the ridge that runs down to the sea, bears N 84° ¾ E & running:

N. 84 ¾ ° W 2.00 chains. Back sight S 80 ° E. Along sea side... [run 7 courses] ...S. 33 W. 2.00 chains. Back sight N 34 ¼ E to *Puuiki above brook Hakahi on west bank... Along Nailiilithaele whose stream is the boundary on west side...* to a fence made of ferns... ..amid Ohia forest...to post near *cascade Kaimukakanaka...* to a post where the underbrush forbids further progress. *The stream Nailiilithaele constitutes the western boundary of this survey all the way up to its extreme south.*

Beginning again at the post noted on Hualele, at the mouth of the brook Puehu, and running:

S... W... along west bank of Brook Puehu. S... W...; S... W...; S... W... to *Hill Loiiki*; S... W... Along west bank of *brook Pa to hill called Waiopili hence the brook Pa is the eastern boundary*; S... W...; S... E...; S... E...; S... E... to a post in the road to Koolau. Here the underbrush is too dense to progress further south. The bearings of this eastern boundary onwards into the forest is a little East of South.

The area of the above survey is three hundred and sixty acres.

W. P. Alexander, Surveyor
Honolulu, April 15, 1850

(Translation) No. 384
W. P. Alexander Papaaea Waena, Hamakua, Maui

Beginning at a stake at *Hualele being the North East corner of this land*, and run. West along sea shore to the mouth of *Hakahi stream*.

Thence running up along *the Nailiilithaele stream to the waterfall called Kaimukakanaka*. Thence running up along said stream to a suitable place for a stake at the South East of this: on the west edge of pali of the gulch, where it is impossible to measure with a chain, thence due East, 25 chains along forest to the South East Mauka corner of this land.

Thence leaving, and return to place of commencement at Hualele, and running up along West bank of the stream between this and East Papaaea, to *where the road going to Koolau cuts the stream*, from there running straight up to the end of the first survey, surrounding this land.

Rights of native tenants reserved.

The survey made by W. P. Alexander not being clear as to some of the boundaries of the land of Papaaea, therefore, it is corrected by S. P. Kalama according to the explanation and plan of the land made by W. P. Alexander, the errors are thus: +++

And it has been so inserted in his Patent in order to straighten it. It being the belief of the person who made the correction, it is better and for the best, so that no difficulties may arise in the future. Let this correction be for W. P. Alexander.

S.P. Kalama
Secretary and Surveyor.

Resolved, that the application for Papaaea made by Wm. P. Alexander on the 19th November 1849. for the purchase of the same in Fee simple, be and is hereby granted upon his paying therefore the sum of 25 cents per acre. A true copy of a resolution past this 23rd day of November 1849 by His Majesty's Privy Council... Charles F. Hopkins, Secretary. [No survey Map with file; see Registered Map No. 2482].

Royal Patent No. 764
R. W. Wood
Hamakuapoko, Maui

Notes of a survey of a lot of land in *Hamakuapoko*, island of Maui [Figure 6]. Beginning at the bottom of *Maliko gulch* at the South East corner of this lot and running South 49 ° West

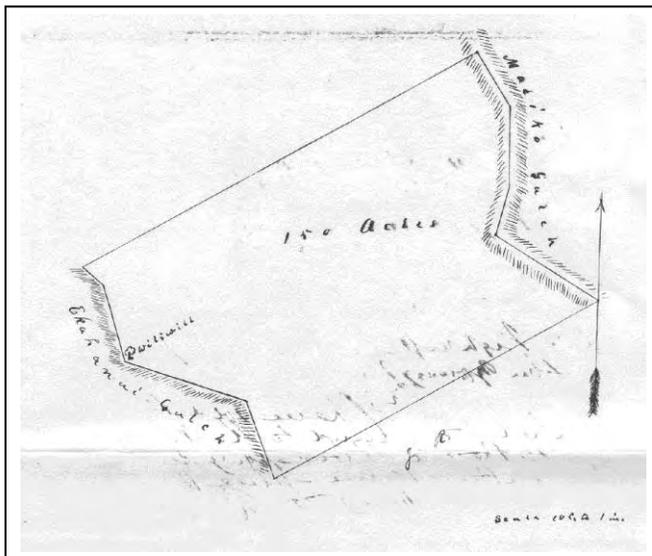


Figure 6. Royal Patent Grant No. 764 – R.W. Wood at Hamakuapoko, Maui

43.50 Chains along North or Makai boundary of lot formerly owned by J. Richardson to head of *Ekahanui Gulch*; thence seaward along brink of Sd. gulch N... W... to West Corner of this lot and makai boundary; thence N... E... to bottom of Maliko gulch forming the makai boundary of this lot; thence mauka along bottom of Maliko gulch S... E...; and S... W...; and S... E... chains to point of Commencement, and containing an Area of One hundred and fifty Acres.

E. Bailey, Surv.

**Royal Patent Grant 1081
Piohia at Honopou, Hamakualoa, Maui**

Apana Aina o Piohia ma Honopou Ahupuaa Hamakualoa, Maui. [Figure 7]
E hoomaka ma ke kahi Komohana Akau, Makai o keia ma kahakai a holo aku i ka Hema 6 Kaul. Hema 30^o hik. 17 kaul. ma ke Kaepali alaila huli a holo Ak. 5^o Kom. 18 80/100 Kaul. hiki i kahakai. Malaila aku ka holo ana a hiki i kahi i hoomakai. Ma ia Apana aina 9 5/8 Eka.

J.W. Makalena
Anaia 15, Novemaba 1851.

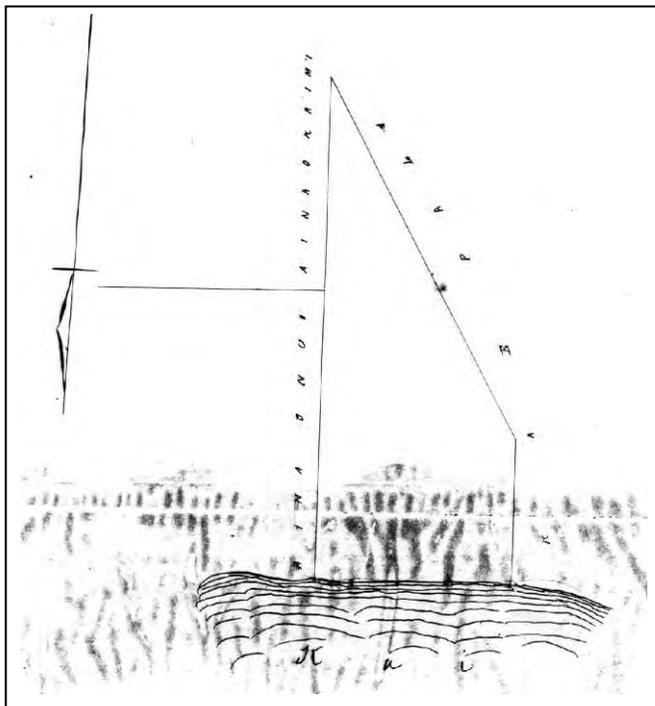


Figure 7. Royal Patent Grant 1081; Piohia at Honopou

[Translation]

Parcel of land of Piopia at *Honopou Ahupuaa*, Hamakualoa, Maui.
Begin at the West North corner, below this at the shore and run to the South 6 chains,
South 30° East 17 chains along the edge of the cliff, thence turn

and run North 5° West 18 80/100 chains, to the shore. Then run to the place of
commencement. 9 5/8 acres within this parcel.

Surveyed by
J.W. Makalena
15, November 1851. [Maly, translator]

Royal Patent Grant No. 1143
Kauwaha
Survey of Honokala

Notes of Survey of a lot of land surveyed for Kauwaha, situated in *Honokala* Hamakualoa,
Maui [Figure 8]: Beginning at the South East cor. this and running as follows.

Due West 5 chains to Pali
Due North 10 chains along side of Pali
Due East 5 chains along Kula
Due South 10 chains along Kula near part running to the seashore, to place of
commencement; containing an area of Five Acres —

John T. Gower Surveyor
Wailuku January 17 1853.

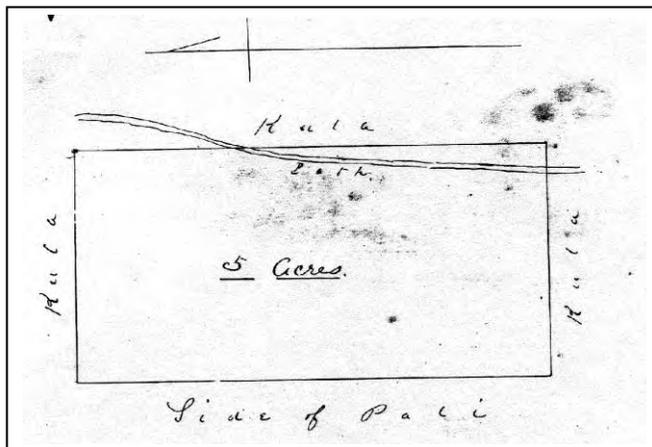


Figure 8. Royal Patent Grant 1143; Kauwaha at Honokala

**Royal Patent Grant 1164
Stephen Grant at Kaliae, Koolau**

Commencing at Makai North East angle and run:

1. S. 18 W. 17.00 links along the *Pali Kekuapaawela*... [8 courses along pali of Kekuapa'awela]; 10. N. 5 E. 500 links along the *Pali Wailua*... [8 courses along pali of Wailua]; 19. to the Pali thence along the Sea Coast to the point of commencement. Area 63 Acres [Figure 9]

A.F. Turner. 25 May 1852

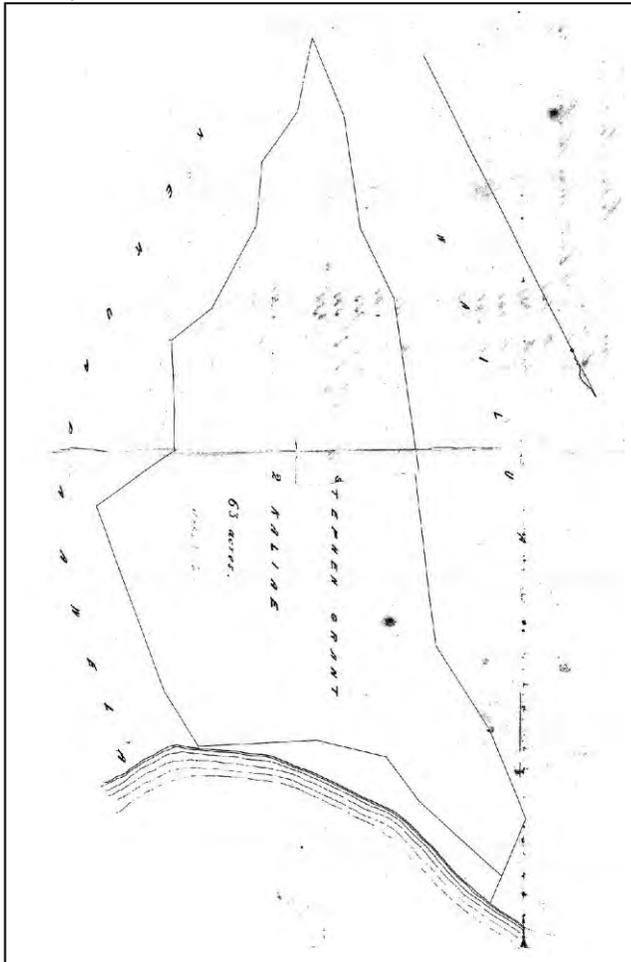


Figure 9. Royal Patent Grant 1164; Stephen Grant at Kaliae

Royal Patent Grant 1257

Kekahuna at Papaaea Komohana, Hamakualoa, Maui.

Notes of Survey of a lot of land Surveyed for Kekahuna, in *Papaaea Komohana*, Hamakualoa, Maui. [Figure 10-a & 10-b] Begin at large Kukui, bottom of Ravine, near Stream, N. East corner of this, next to Papaaea waena and run:

1. N. 78 W. 4.60 ch. along Kula... [run 5 courses] 7. N...W... Down Ravine; N...W... Kuleana Kaualeleiki; N...W... Kuleana Kaualeleiki; N...W... Aupuni land; S...W... Piho's land; 12. S... W... [illegible]; [15 courses along forest] 29. S...E... across Ravine; 30. S...E... Forest; 31. S... E... Forest; S 62 ¼ E. 1.47 ch. Forest to Ravine.

The boundary between Papaaea waena and Papaaea Komohana, thence along bottom of this Ravine to place of beginning containing an area of *One Hundred Acres*.

John L. Gower
Puumalei

Surveyor
January 25 1853

Notes of Survey of Six Poalima lois surveyed for Kekahuna in Hanauwana [Hanawana] Hamakualoa, Maui. *No. 1* consisting of *two lois in the Ili of Kahauiki*. Beginning at South East corner of the South Poalima 35 links from the East line of Kalama's Kuleana, in which these lois are situated and running;

N 5 W. 3.09 chains
S 85 W. 1.00 chains
S 9 ¼ E. 1.84 chains
S. 15 E. 1.25 chains
S 86 E .70 chains to beginning containing an area of 26/100 of an acre.

No. 2. One loi in the Ili of Kauwela. Beginning at West corner of this from the last station in the survey of the kuleana in which this is situated:

S 74 W .10 chains thence
N 82 E .70 chains
S 23 E .29 chains
S 70 W 54 chains
N 40 ¾ W .46 chains to Beginning containing an area 2/100 of an Acre.

No. 3. One loi in the Ili of Keauhau. Beginning at South cor. of this from the 2nd Station of the Kuleana of Kanui in which this is situated:

S 70 ¾ W. 1.79 chains
S 43 E. .74 chains
S 39 W. .36 chains
N 47 W. .84 chains
N 55 E. .41 chains to Beginning containing an area of 3/100 of an Acre.

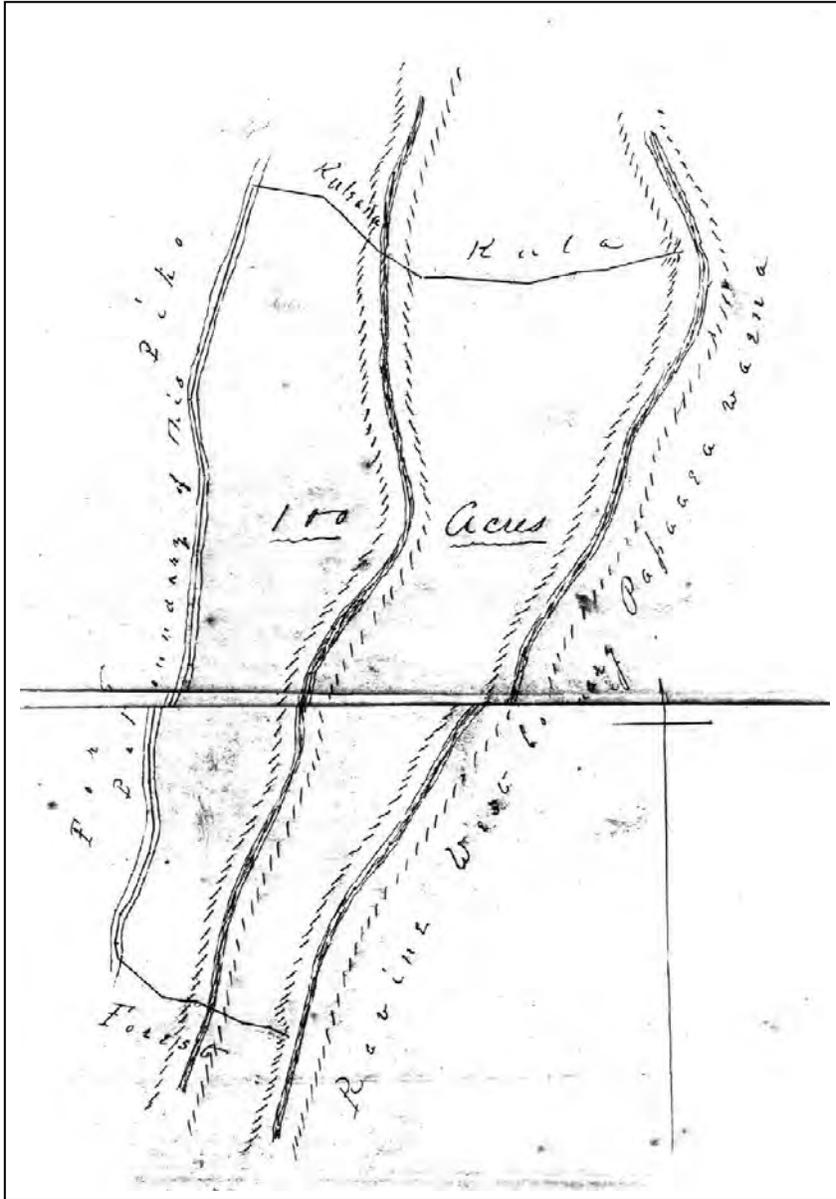


Figure 10-a. Royal Patent Grant 1257; Kekahuna at Papeaia Komohana

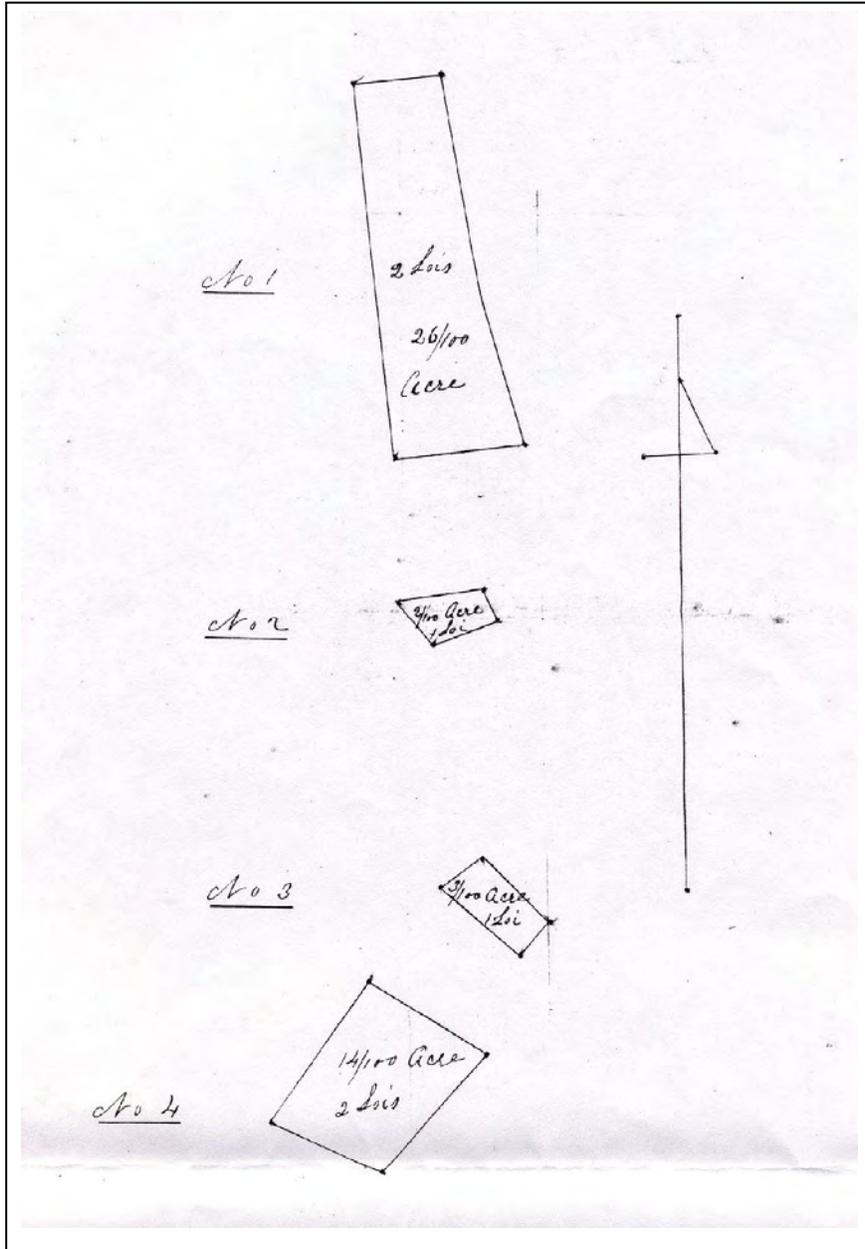


Figure 10-b. Royal Patent Grant 1257; Kekahuna (Six Poalima Lois) at Hanawana

No. 4. *Two lois in the Ili of Kapahi.* Beginning at East corner of this from East corn of the Kuleana of Kauhihoewaa in which this is situated:

S 80 W 1.20 chains
S 41 ¼ W 1.29 chains
N 64 W .99 chains
N 35 ½ E 1.41 chains
S 57 E 1.07 chains to Beginning containing an area of 14/100 of an acre

John L. Gower, Surveyor

**Royal Patent Grant 1259
Kolea at Holawa, Hamakualoa**

Notes of survey of a lot surveyed for Kolea in Holawa, Hamakualoa, Maui. [Figure 11] Begin at S. E. Corner of this corner of Keoho and Kolea's former purchase, and run:

N. 77 ½ W. 4.09 ch. along Keoho & Makue; Due North... along Kamohai; N...E... along Kamohai; N... E... along Manoa; S... E... along Komohai; S...E... along Kamohai & Makue; S...W... along Koleas former purchase to Beginning; containing an area of Four Acres.

Puumalei Feb. 11, 1853
John T. Gower

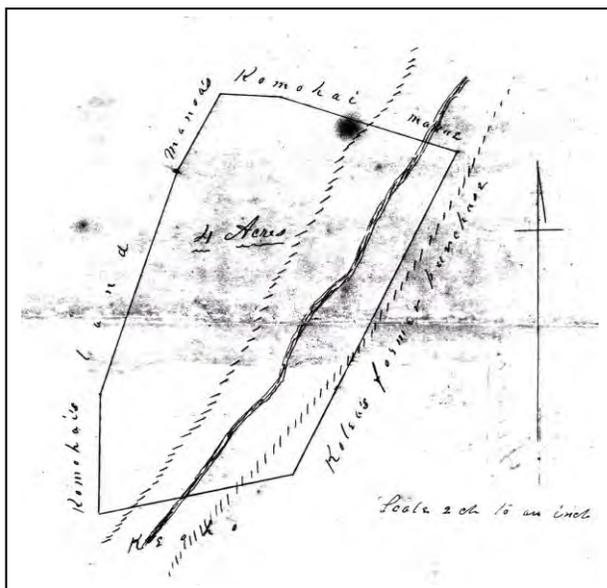


Figure 11. Royal Patent Grant 1259; Kolea at Holawa

**Royal Patent Grant 1263
Puukoa
Honopou, Hamakualoa**

Notes of Survey of a lot of land in Honopou Hamakualoa Maui Surveyed for Puukoa.[Figure 12] Begin at S.W. bon. of this corner of Fern & Mills purchase.:

N. 11 ½ W. 14.91 ch. along top of ridge; S...E... Kula down Pali; S...E... Through Hala Thicket; N...W... Along road to place of beginning, containing an area of Eight and 7/10 Acres.

Puumalei Feb. 11, 1853
John T. Gower.

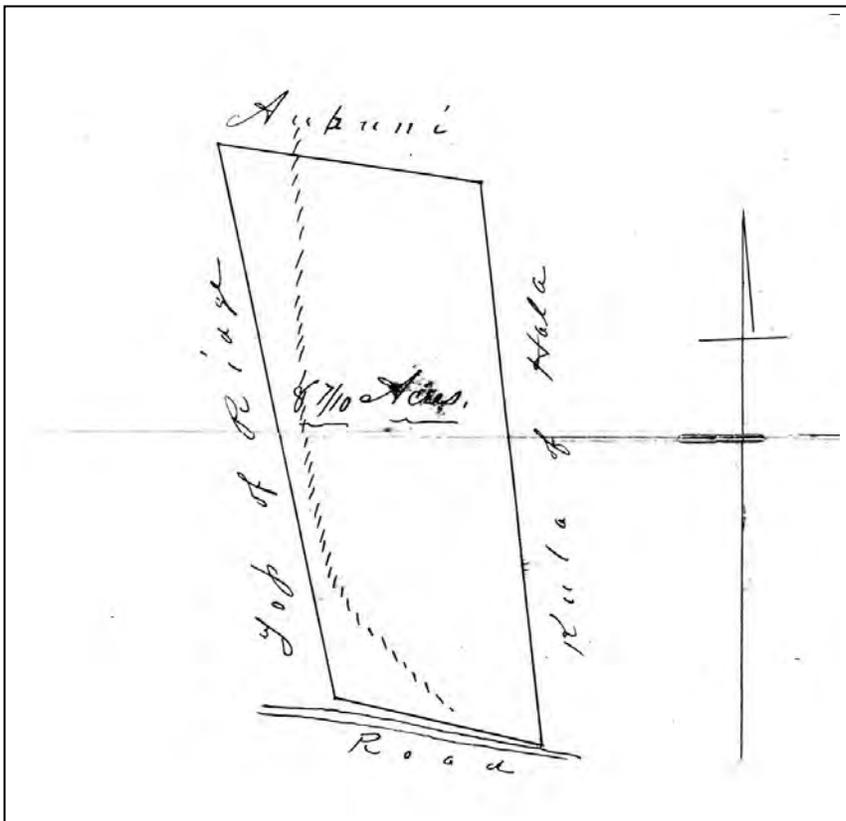


Figure 12. Royal Patent Grant 1263; Puukoa at Honopou

Royal Patent Grant 1396
Luka, Makalena, Palena, Ikoa, Makanahelahele, Kaiuli, Kekua,
Kaahaaina, Kuonea, Opii & Kalama
Land in Makaiwa, Mooloa & Punaluu, Koolau Maui

Notes of survey of a lot of land in Makaiwa, Mooloa & Punaluu – Koolau – Maui. [Figure 13-a & 13-b] Surveyed for Luka, Makalena, Palena, Makanahelahele, Kaiuli, Ikoa, Kaahaaina, Kuonea, Kekua, Opii, & Kalama. Beginning at S.W. corner of the bottom of this Ravine between this and Hamakua:

N. 75 E. 3.52 ch. Up to top of pali East side; N...E... along Road – Hikiau; S...E... (same); S...E... across to top of pali Mooloa; N...E... along Aupuni; N...E... along Aupuni through woods; S...E... along Aupuni through woods; S...E... along Aupuni through woods to road; S...E... along Road to Ohia; S...E... along Road to ravine of Punaluu; N...E... along Road across ravine; S...E... along road to edge of pali; S...E... along Road to stream – Kolea; N...E... along said stream of Kolea; N...E... along pali on West side; N...E... down pali to Ohia, makai point of kuleana of Luka; N...E... along west side stream; N...E... (same); N...W... (same); N...E... along West side stream to Hala by sea; N...W... up to top pali along sea; N...W... along pali by sea shore; N...W... along pali by sea shore; N...W... along pali by sea shore to corner of former Survey; S...W... along their former survey; S...W... along their former survey; S...W... along former purchase... [run 15 courses]; S...W... along Ravine of Makaiwa in Hamakualoa, to place of beginning, containing an area of 277 Acres.

Less the pieces purchased by Luka in the Ahupuaas of Mooloa & Punaluu amounting to 7.63 acres, and his Kuleana in said Ahupuaas including an area of 2.24 Acres. leaving an area 267 13\100 acres.

Puumalei Sept. 1st 1853
John S. Gower

Royal Patent Grant 1457
Hanauwaha at Hanawana, Hamakualoa, Maui

Notes of Survey of a lot of land in Hanauana [Hanawana], Hamakualoa, Maui. [Figure 14] Surveyed for Hanauwaha, beginning at N.E. corner of this by edge of Pali which separates this from Hanauana East:

S. 80 ¼ W. 3.02 ch. along Aupuni; N...W... along Aupuni; N...W... along Aupuni to pali; S...W... along Pali of Hoalua; S...W... along Pali of Hoalua; S...W... along Pali of Hoalua to tall straight Hala; S...W... along up bottom of valley; S...E... along up small valley to Koa; S...E... along up pali to top; S...E... along Aupuni; S...E... along Aupuni; S...E... along Aupuni; S...E... along Aupuni to a place a little mauka and beyond Kukui; N...E... along the woods; N...E... along the woods; N...E... along the woods; N...E... along in line of Hanauana...; [run 6 courses] ...to place of beginning, containing an area of 36 ½ Acres \$56.00.

John T. Gower, Surveyor
Puumalei
August 22, 1853.

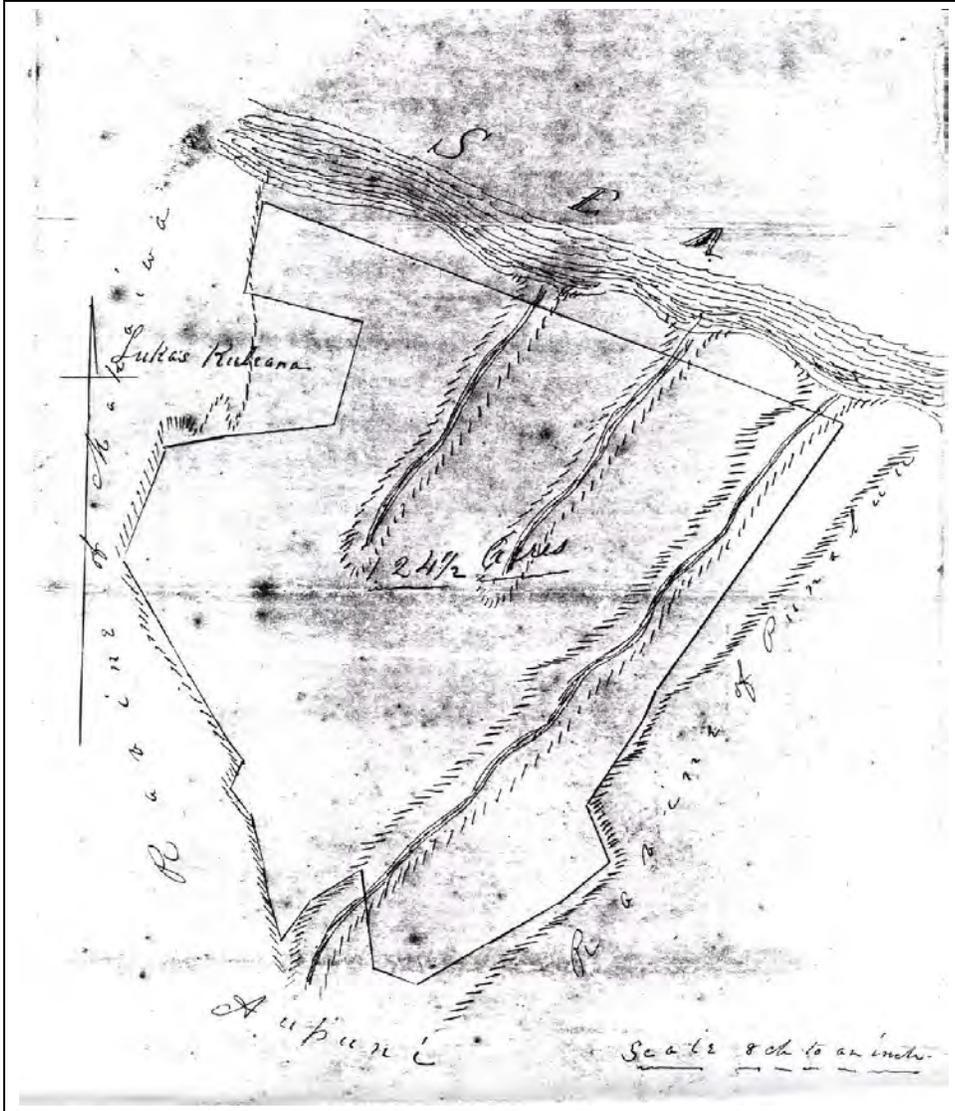


Figure 13-b. Royal Patent Grant 1396;
Former Purchases Luka et al, at Makaiwa, Mooloa & Punaluu (124 ½ acres)

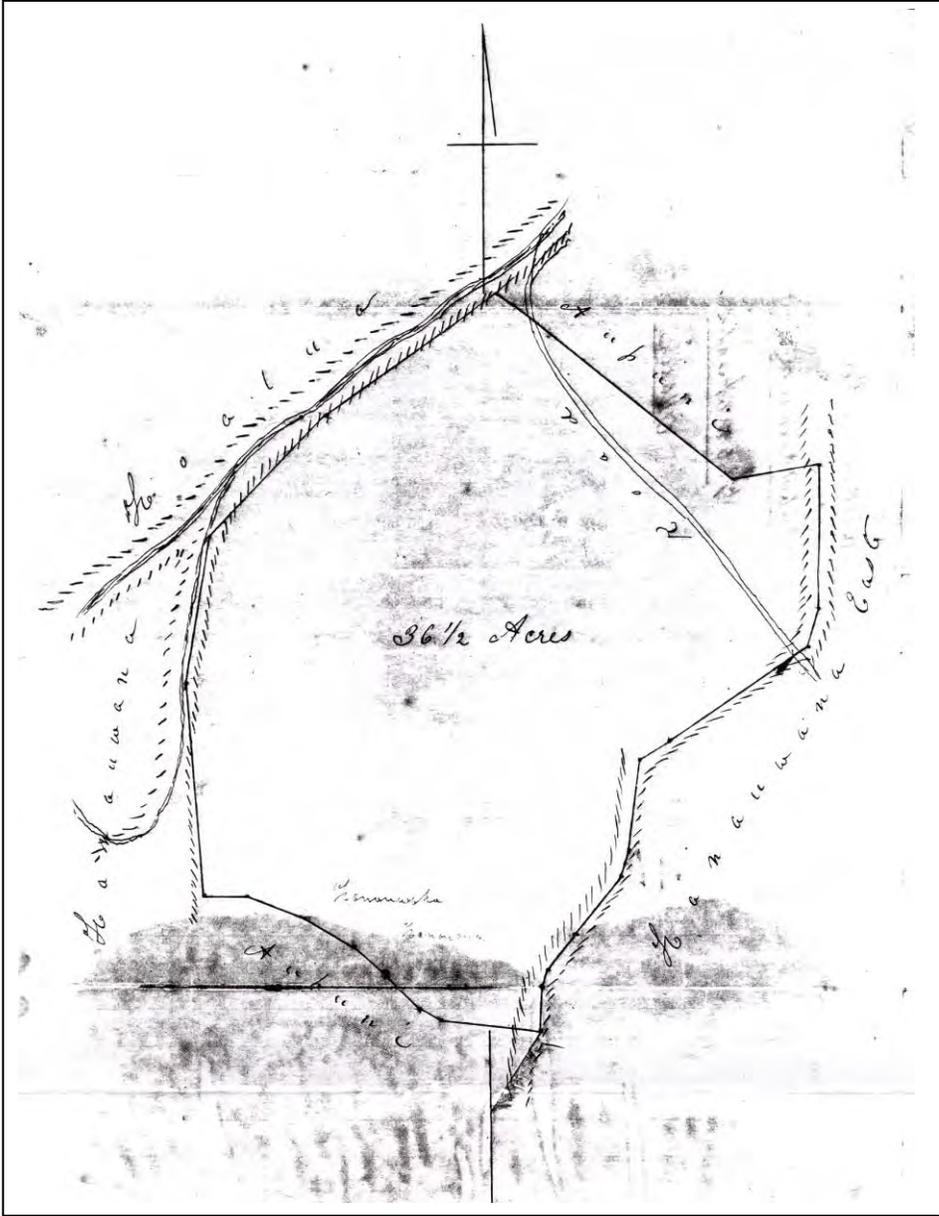


Figure 14. Royal Patent Grant 1457; Hanauwaha at Hanawana

Royal Patent Grant 1677
Kahaule at Makaiwa, Hamakualoa, Maui.

Apana Aina o ke Aupuni ma Makaiwa Hamakualoa Maui, i Kuaiia ia Kahaule. [Figure 15]

E hoomaka ana i ke awa, ma ke kihi Komohana Mauka o keia kokoke i kahi Hale, i ka pau ana o ka Moku Hau ma ka honua Pohaku Hoailonaia A; A holo ka aoao mua Akau... Hikina... 14 Kaulahao, ma ka hau a i ke kahawai a mawaena o ka Moku Hau ma ka Lapa, a hiki i ke Kahawai e Kaawale ai o Makaiwa me Koolau i ka laau kuikui, Hoailonaia X (oia ka aoao ma uka). Alaila, hoi hou a ma kahi i hoomaka ai, a holo Akau. . . Hik. . . 21 Kaulahao hiki i ke Alanui e iho ai ilalo ma Kahi Lapa, Akau. . . Hikina. . . 20 Kaulahau; alaila, hiki i Kahakai; a holo ma kahakai a hiki i ka nuku o kahi Muliwai (Kahawai) a holo ma ke Kahawai, a hiki i kahi i pau ai ka aoao mua ma laau kuikui Hoailona ia X.

Malaila 32 Eka.

J.W. Makalena, Ana Aina
14 Novemaba 1851.

Parcel of Government Land at Makaiwa, Hamakualoa, Maui, purchased by Kahaule.

Beginning at the [canoe] landing, on the Western corner, above this, near a house, at the end of the Hau forest on a stone marked A; and running the first side, North 80° 30' East 14 chains to the hau on the stream to the middle of the Hau forest on the Ridge, to the stream that separates Makaiwa from Koolau at a Kuikui tree marked X (it is on the upland side). Then again, going to the place of commencement and run North 18° 30' East 21 chains to the Alanui (Trail) that descends the ridge; North 24° East 20 chains, then to the shore. Run along the shore to the opening of a Muliwai (Kahawai) (stream estuary), and run along the stream, to the place where the first side ends at the kuikui tree marked X. 32 Acres therein.

J.W. Makalena, Surveyor
14 November 1851. [Maly, translator]

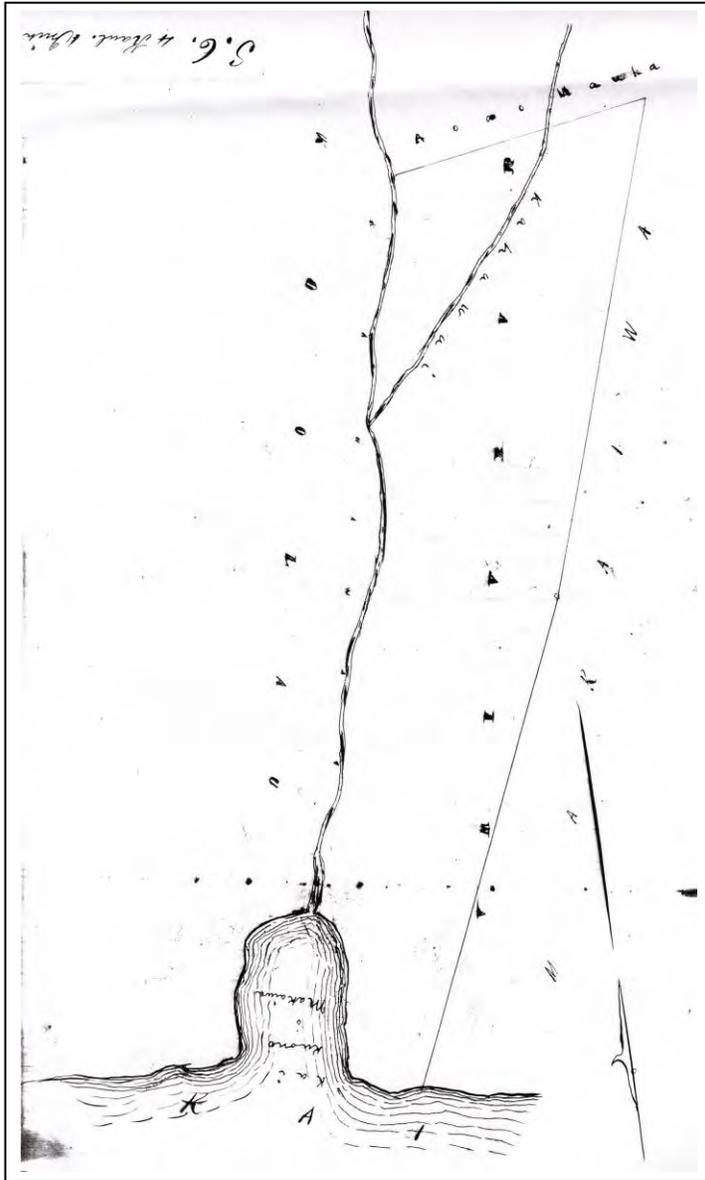


Figure 15. Royal Patent Grant 1677; Kahaule at Makaiwa

**Royal Patent Grant
No. 1911
Malailua, Kaleo, Kekaina,
Puula, Kekua, Waiwaiole,
Maewaewa, Kiko, Kaai,
Hakau, Naihe,
Kahaukomo, Kalino,
Kaula, Uluhani,
Kalilimoku, Keakaimalo,
Paiki, Keaka, Naelima
Waianu and Paho,
Koolau, Maui**

Notes of Survey of a lot of land in Waianu & Paho — Koolau - Maui, surveyed for Malailua & others — beginning at South point of this corner of Kanihu & Co. in Kalii.

N 32 ¾ E 11.35 ch. along Kanihu & Co.
N 51 E. 264 ch. along Kanihu & Co.
N 12 ¾ E. 50.80 ch. along top of Pali Waianu.
S 78 ¾ W 10.94 ch. along seashore.
S 67 ½ W. 2.73 ch. along seashore.
S 74 ¼ W. 8.33 ch. along seashore.
S 87 W. 15.35 ch. along seashore to N. W. Cor.
S 31 ½ E. 13.81 ch. along Keanae Pali
S 13 ½ 44 — along Keanae Pali to place of beginning containing an area of 107 Acres. [Figure 16]

John T. Gower Surveyor

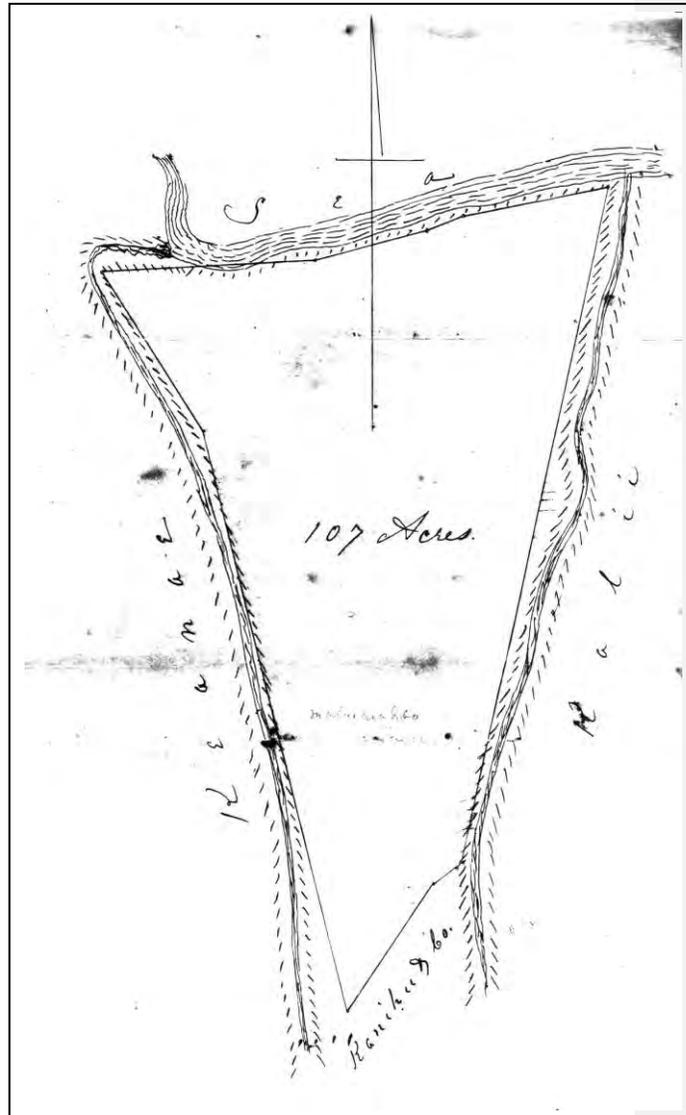


Figure 16. Royal Patent Grant 1911; Malailua et al.

Puumalei, Aug 22, 1833 at Waianu & Pahoa

Names of those for whom this survey was made: Malailua, Kaleo, Kekaina, Puula, Kekua, Waiwaiole, Maewaewa, Kiko, Kaai, Hakau, Naihe, Kahaukomo, Kalino, Kaula, Uluhani, Kalilimoku, Keakaimalo, Paiki, Keaka, Naelima.

**Royal Patent Grant No. 1915
Mauna**

Makaiwa, Hamakualoa, Maui.

Notes of Survey of a lot of land in Makaiwa, Hamakualoa, Maui [Figure 17] — Surveyed for Mauna. — Beginning at N. E. corner of this just below and makai of a patch of Hau trees in line of Kahaule.

S 54 ½ W 1.54 ch. Along through Hau trees; S...W... along through Hau trees –pali [run 2 courses]; S...W... along between Hau bush & Pali; S...W... along line of Papaaea; S...W... along line of Papaaea; S... E... along line of Papaaea & Path...; [run 9 courses] S...E... along Main Road... [run 2 courses] S...E... along Main Road to valley; N...E... along Ravine between this and Makaiwa in Koolau to the corner of Kahaule's purchase — thence along the Mauka side of his to South West corner his lot — thence along his West side through Hau bush along top of Pali to place of beginning containing an area of 83 Acres.

John L. Gower Surveyor
Puumalei, Aug 27 1883

**Royal Patent Gr. No. 2079
Kaiewe**

Puolua and Waipio, Hamakualoa, Maui.

Notes of Survey of a lot of land in Puolua & Waipio Hamakualoa Maui. [Figure 18-a & 18-b] Surveyed for "Kaiewe." Beginning at N.W. corner of the Ahupuaa of Huelo by the sea... [run 19 courses] ...to place of beginning; containing an area of 64 7/10 acres.

J.T. Gower Surveyor

Notes of Survey of Two lots of land in Hanehoi, Hamakualoa, Maui, Surveyor for Kaiewe

No. 1. Beginning at West corner of this by brink of pali between this and Huelo. N. 75 E. 3.47 ch. To edge of Hoalua pali; N...E... along path through woods... [run 7 courses] ... across bend in pali to place of beginning containing an area of Twelve and 31/100 Acres.

No. 2. Beginning at South point of this, edge of pali between this and Huelo. N 50 W. 4.24 ch. Along top of pali of Huelo...; [run 13 courses] along path & former purchase to place of beginning containing an area of seventeen and 88/100 Acres.

John L. Gower, Surveyor
July 6, 1853

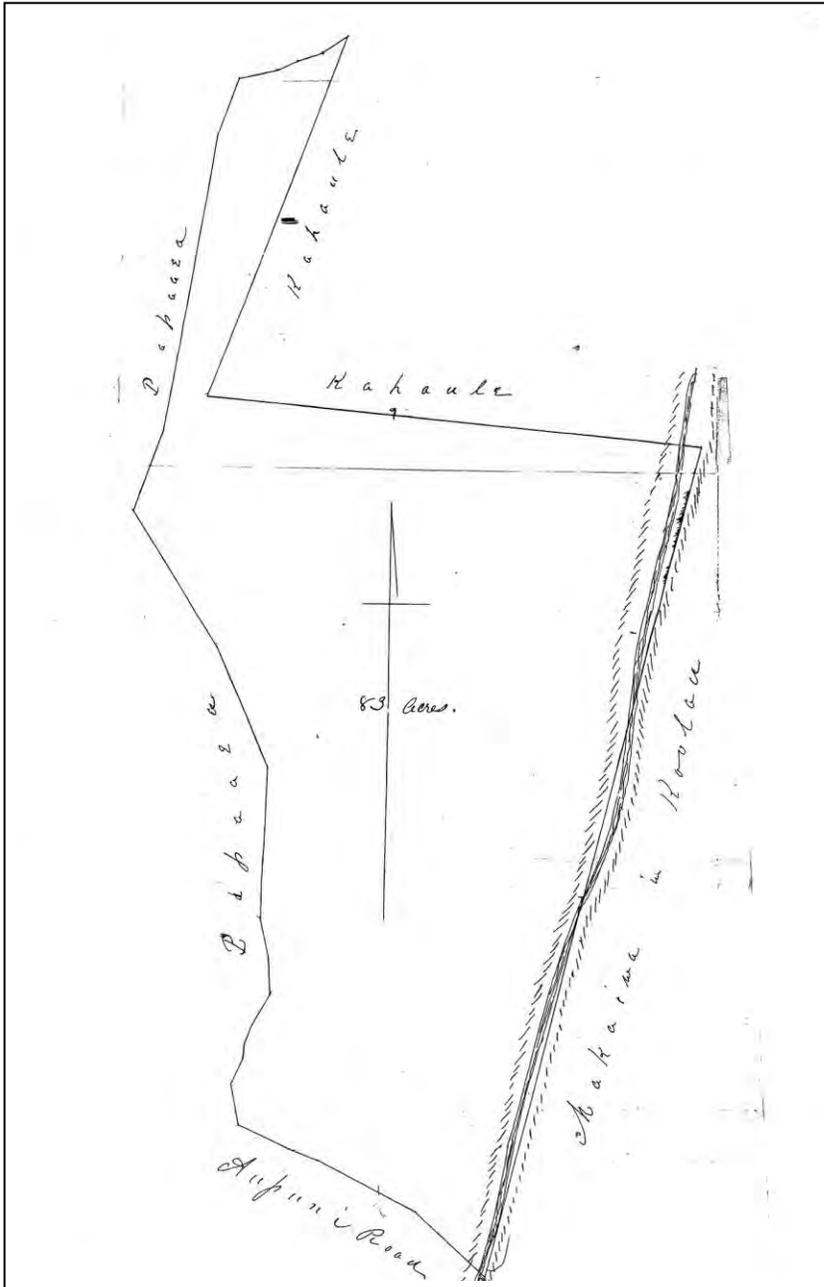


Figure 17. Royal Patent Grant 1915; Mauna at Makaiwa

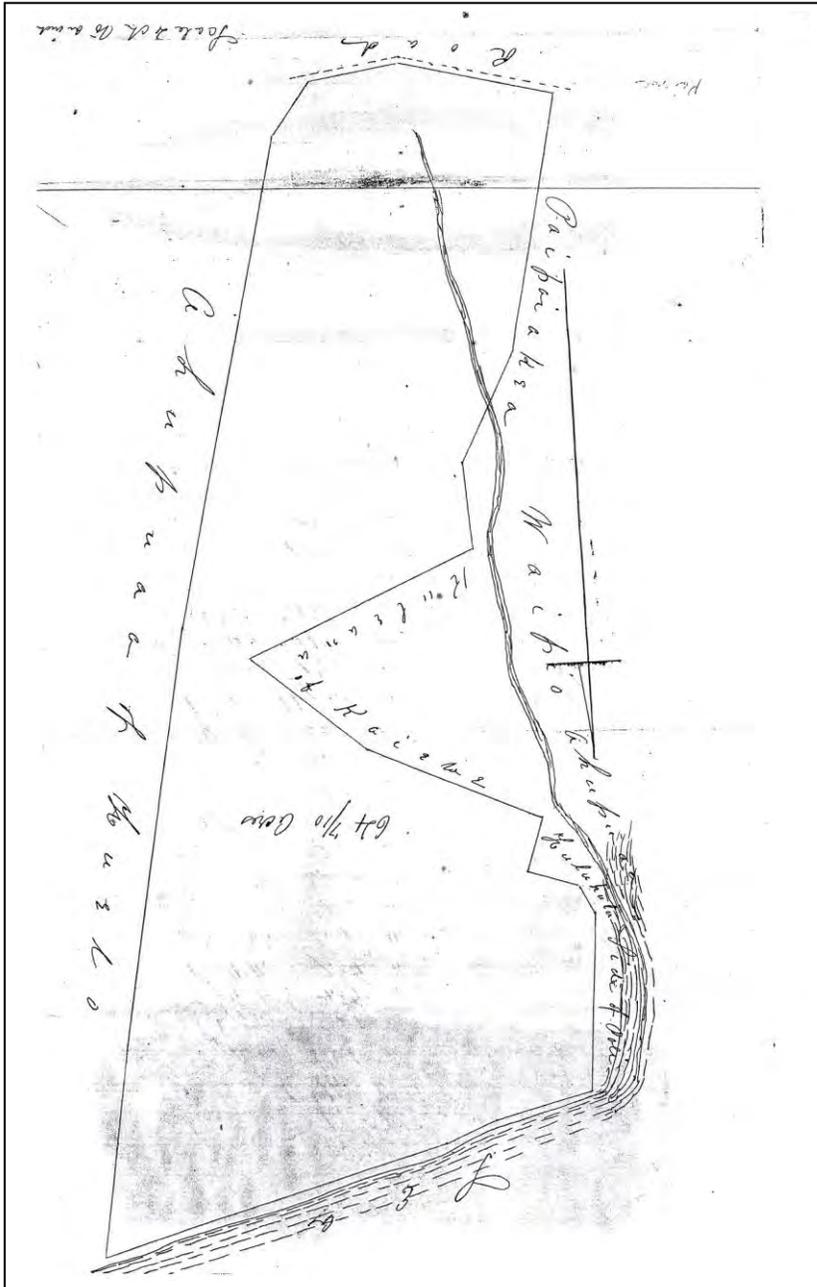


Figure 18-a. Royal Patent Grant 2079; Kaiewe at Puolua & Waipio

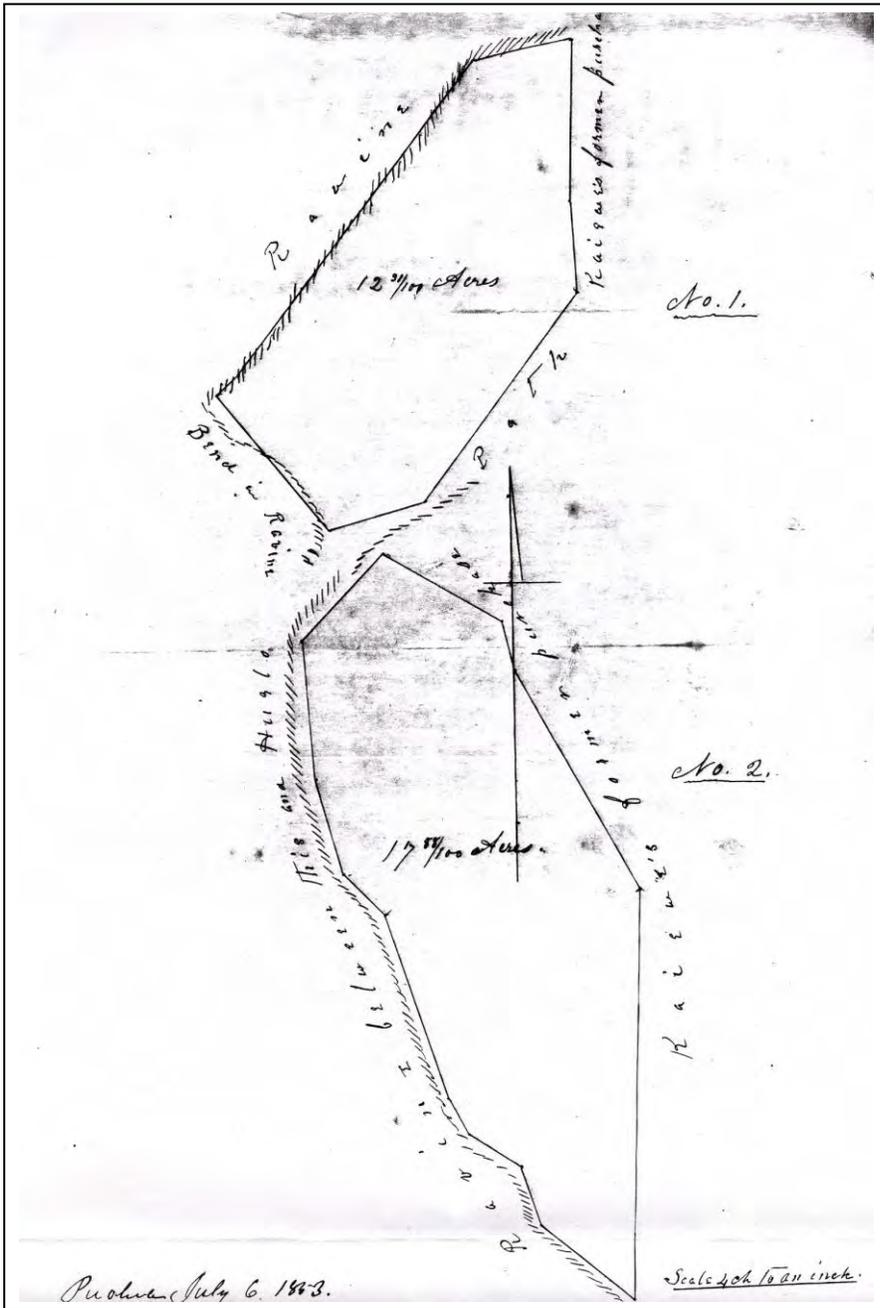


Figure 18-b. Royal Patent Grant 2079; Kaiewe at Hanehoi

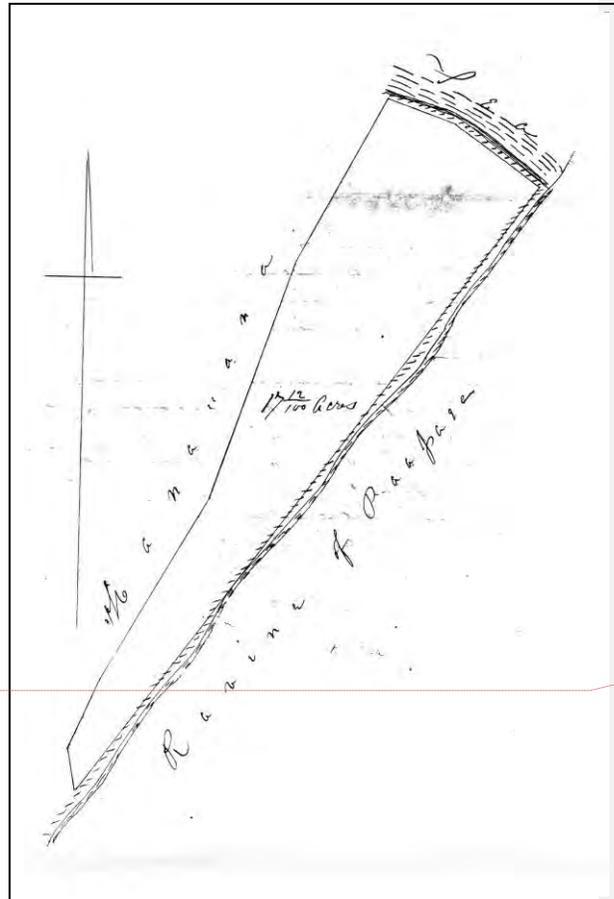
**Royal Patent Grant No. 2080
Kauhaa
Puumaile, Hamakualoa,
Maui**

Notes of Survey of a lot of land in Puumaile, Hamakualoa Maui. [Figure 19] Surveyed for "Kauhaa": Beginning at South point of this by pali of Ravine separating this from Papaaea.

N 8 ¼ ... W 2.01 ch along Needhams; N...E... along Hanauana East; N...E... along Hanauna East; N...E... along Kuleana Wahieloa; N...E... along Kuleana Wahieloa to the Sea pali, thence along Sea pali to Ravine of Papaaea, thence along to top of pali to place of beginning containing an area of 17 12/100 Acres.

J. T. Gower, Surveyor

Figure 19. Royal Patent Grant 2080; Kauhaa at Puumaile



Commented [JM1]: I'm not sure how this image is set up, but my figure caption is showing alongside it and not under it.

**Royal Patent Grant No. 2081
Nakoa and Uilama
Hanauana and Hoalua
Hamakualoa – Maui**

Notes of Survey of a lot of land in Hanauana [Hanawana] & Hoalua, Hamakualoa, Maui.

[Figure 20], Surveyed for Nakoa & Uilama: Beginning at West corner of this, at kukui tree between two halas in the Hoalua Valley.

S 67 ½ E 8.48 ch. to top of hill; S...E... Kuleana of Kalama; N...E... along top of pali; N...E... along side of pali; N...E... along Aupuni; N...W... along sea shore; N...W... along sea shore; N...W... along sea shore to bottom Ravine, thence up the Hoalua Ravine to place of beginning containing an Area of 48 Acres.

J. T. Gower, Surveyor

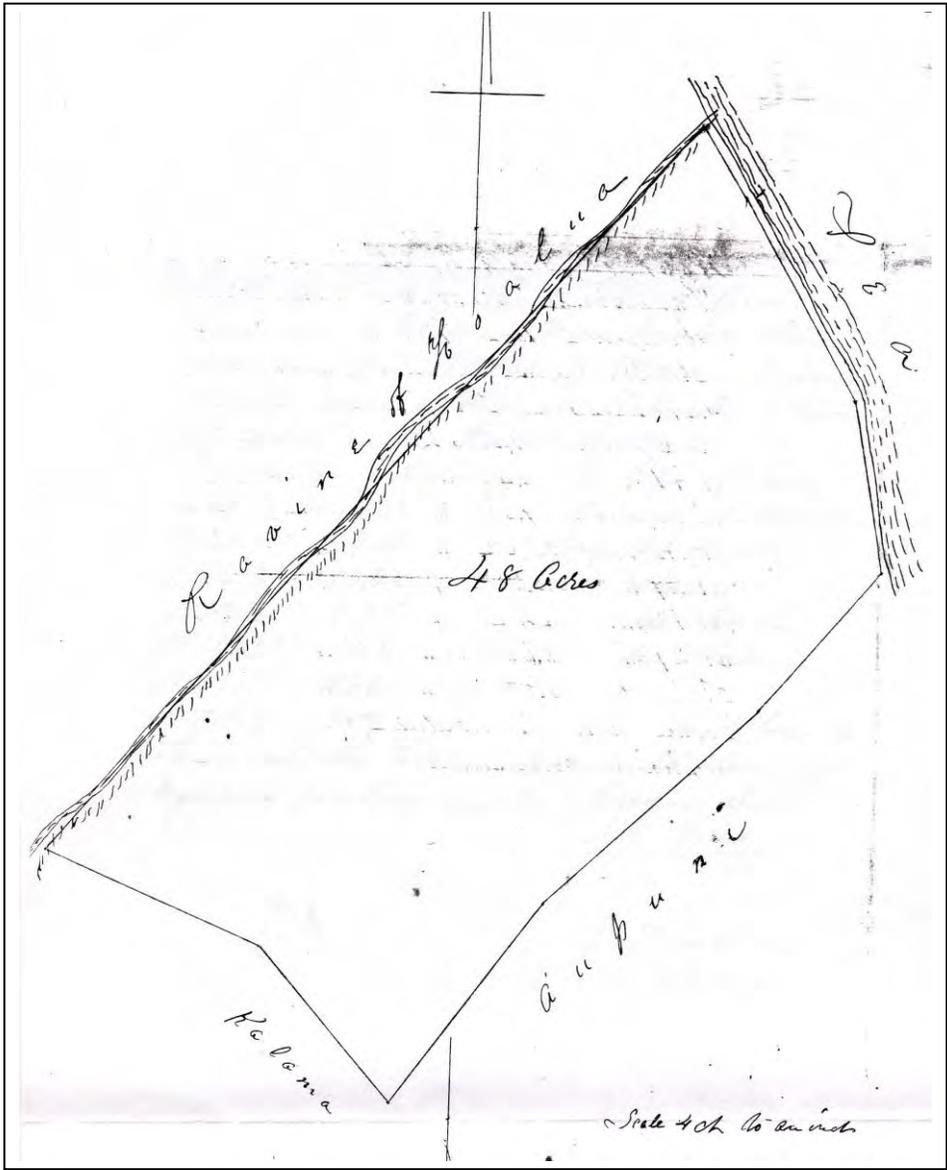


Figure 20. Royal Patent Grant 2081; Nako and Uilama at Hanawana & Hoalua

**Royal Patent Grant
No. 2137**

Nahinu

**Puumaile, Hamakualoa,
Maui**

Notes of Survey of a lot of land in Puumaile, Hamakualoa, Maui. [Figure 21] Surveyed for "Nahinu" Beginning at brow of pali of ravine that separates this land from Papaaea near North corner this, and at South point of Kauhaa.

N. $8\frac{3}{4}$ W 2.04 ch. to N point of this; S...W... along Hanauana; S...W... along Hanauana to Koa; S...W... along Hanauana to S.W. Corner this; S...E... along Needhams to Papaaea Ravine, thence down the center of said ravine to place of beginning containing an area of 52 acres.

J. T. Gower, Surveyor

Figure 21. Royal Patent Grant 2137; Nahinu at Puumaile

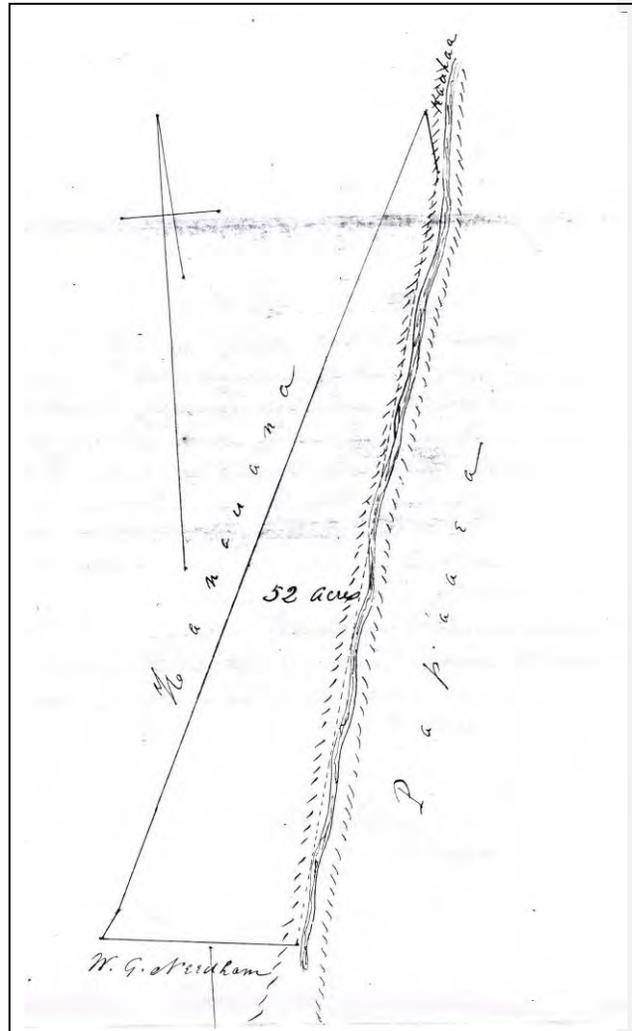
**Royal Patent Grant No. 2140
Hikiau**

**Makaiwa, Hamakua &
Makaiwa, Koolau - Maui**

Notes of Survey of a lot of land in Makaiwa, Hamakua & Makaiwa, Koolau, Maui, [Figure 22] Surveyed for Hikiau — Beginning at N.W. corner of this, by road, where the path which leads mauka enters it:

S. $40\frac{3}{4}$ E .50 ch. along road; S...E... along Road [run 4 courses]; S...E... along Road to Mooloa; S...W... along ravine of Mooloa; N...W... mauka and through forest; thence along path down to beginning: containing an area of 144 $\frac{34}{100}$ acres.

J. T. Gower, Surveyor
Puumalei, Aug. 22, 1853



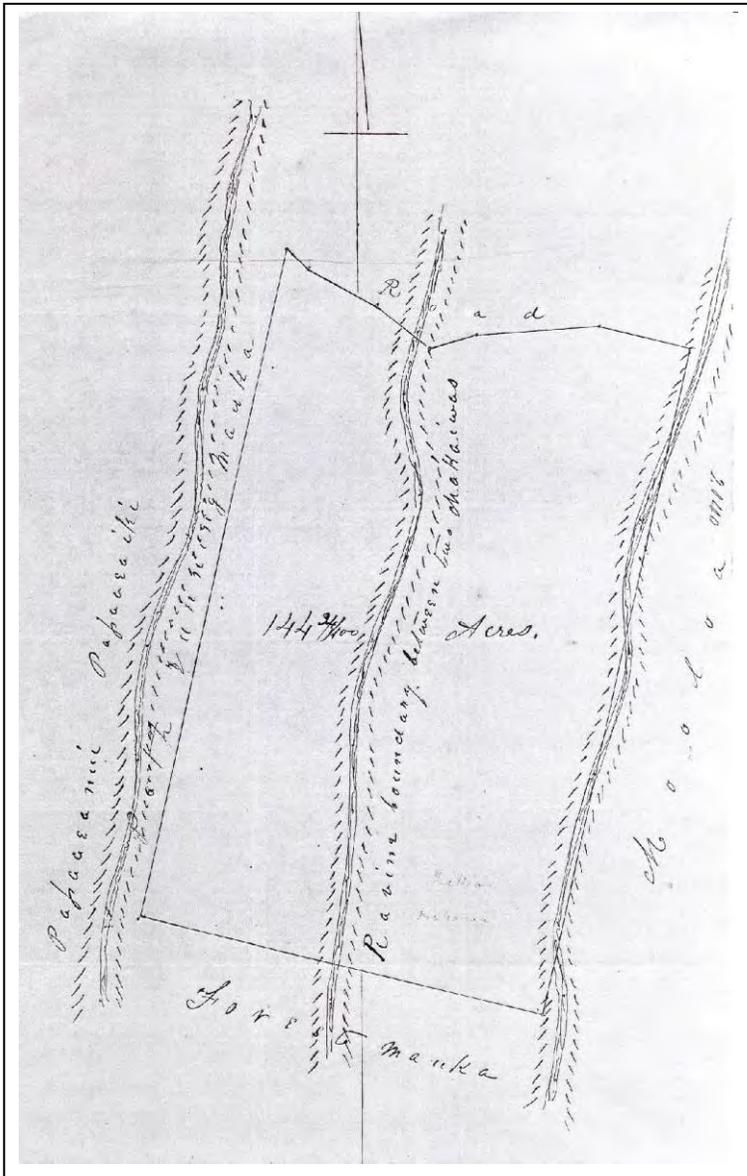


Figure 22. Royal Patent Grant 2140; Hikiu at Makaiwa, Hamakua & Makaiwa, Koolau

Royal Patent Grant No. 2793

Kuikui

Kapehu, Koolau, Maui

Kuikui at Kapehu, in Koolau, Island of Maui. [Figure 23]

Parcel 1. Beginning at the South corner of this parcel and running to the North 50.° West 200 links adjoining the Government land... [run 3 courses] to point of commencement. It being 0.1/2 Acre.

Parcel 2. Beginning at the Eastern corner of this parcel, next to the Kukui Tree at the edge of the Pali, and running:

South 30.° West 162 links, adjoining Kewe... [run 3 courses]; North...West... adjoining the Government land... [run 5 courses]; to the point of commencement. It being 8 ½ Acres.

Parcel 3. A House lot. Beginning at the Southern Corner and running:
North 68.° East 166 links, adjoining the Government land... [run 5 courses]; to point of commencement. It being 0. 4/10 Acre.

Waikapu (Ioane Richardson)
Sept. 1855.

Royal Patent Grant No. 2797

Kewe

Waiohue & Kapehu, Koolau, Maui

Parcel 1. Beginning at the Eastern corner, adjoining Puakea, land of the Konohiki, and running thus:

North 43° ½ W 184 links, adjoining the Government Land; South...West...adjoining Kuikui; ...[run 2 courses]; South...East... adjoining Government land; North... East... adjoining Puakea... [run two courses]. It being 5 2/10 Acres.

Parcel 2. House lot at Kapehu. Beginning at the Western corner, at a stone in the middle of the stream, and running along the Stream:

North 30° ½ East 290 links, along the Stream; South...East... Along the Shore; South...West... Along the Stream; North...West... Along the Cliff, to the places of commencement. It being 0.43/100 acres. [Figure 24]

Waikapu (Ioane Richardson)
Sept. 1855.

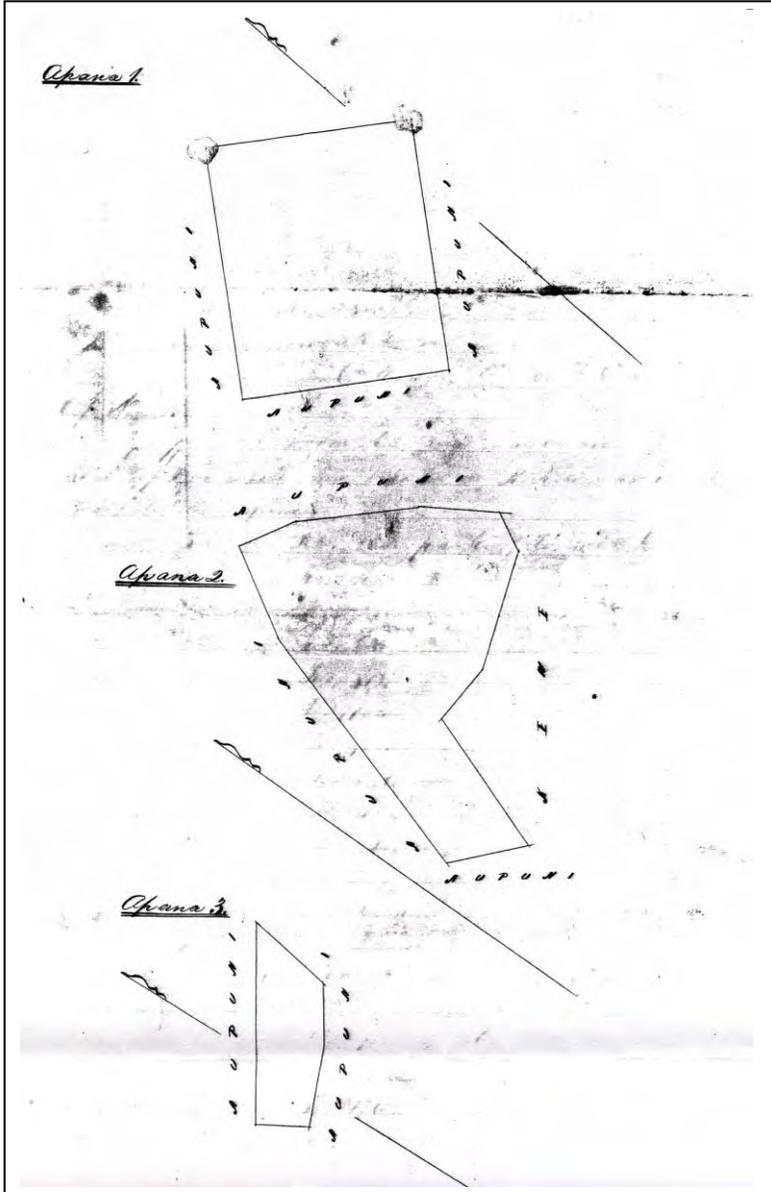


Figure 23. Royal Patent Grant 2793; Kuikui at Kapehu

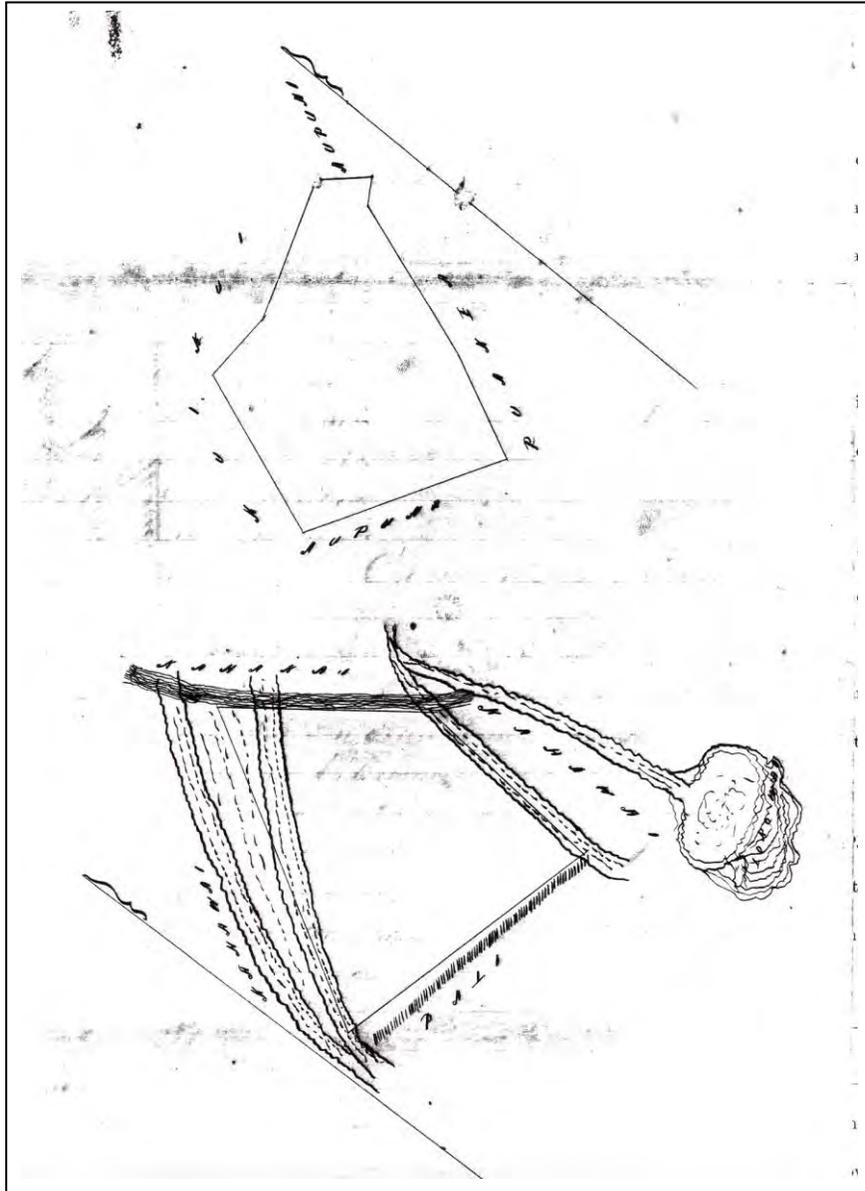


Figure 24. Royal Patent Grant 2797; Kewe at Waiohue and Kapehu

Royal Patent Grant No. 2916
Kekuahani, Kekoa, Kauileolani, and Kaulunahele
Loiloa & Keopuka, Koolau, Maui

Notes of Survey of a lot of land in Loiloa & Keopuka, East Koolau [Figure 25] — Surveyed for Kekuahani, Kekoa and Kauileolani and Kaulunahele beginning at S. W. corner of this N. E. corner of Mahoe & Co:

N 36 E 7.96 ch along Mahoe & co.
N 10 ½ E 1611 ch along Mahoe & co.
N 22 E 21.72 ch along Mahoe & co.
S 76 ¾ E 13.10 ch along Sea shore to Ravine of Honomanu
Begin again at same place as above
S 77 E. 1.71 ch along Aupuni
S 56 E. 17.10 ch along Aupuni to Ravine of Honomanu
thence along said ravine to station above near sea shore containing an area of 79 and 07/100 Acres

John L. Gower, Surveyor
Puumalei, Aug. 22, 1853

Royal Patent Grant 3101
Kepani at Honopou, Hamakualoa, Maui
No ke Aupuni ia Kepani

Apana 1. Honopou Hamakualoa Maui.

Ma ke aoao Komohana o ke kahawai.

E Hoomaka ana ma ke kihi Hema Hikina pili me ko Keohokaua a me Makahikipuni, a e holo ana:

A. 84 ¾ ° Ko. 6.93 Kh. ma ko Keohokaua.

A 2 ½ ° Ko. 3.40 Kh. ma Halehaku.

A 20° Ko. 7.37 Kh. ma Halehaku.

A. 5° Hi. 3.60 Kh. ma Halehaku.

He. 41° Hi. 7.65 Kh. ma ko Imihia Kuleana.

He. 51 ¾ ° Hi. 8.85 Kh. ma ko Imihia Kuleana.

He. 12° Hi. 6.40 Kh. ma ko Imihia Kuleana.

He. 37 ¾ ° Hi. 2.64 Kh. ma ko Makahikipuni a hiki i kahi i hoomaka'i. Ka ili 6 Eka. [Figure 26-a]

Apana 2. Honopou — (He koena mawaena o na wahi i kuai mua ia, kahi i kuai Kahalelaau o Kepani.)

E hoomaka ana ma ke kihi Hema Komohana o keia e pili ana me ko Kaoo aina kuai; a e holo ana ma ko Kaoo: Akau 83 Hi. 4.36 Kl; Ak 86 ½ ° Hi 6.76 Kh.; He 85° Hi. 1.40 Kh.; alaila, huli Ak. 71 ½ ° Hi 71.00 Kh. ma ka pali Kahawai a hiki i ka laepahu i Kahawai; alaila, huli Ak. 73 ½ ° Ko. 12.00 Kh. ma ka pali Kahawai a me Kahakai; alaila, ma ko Kaimi aina Hema 10° Ko. 3.60 Kh. A 64° Ko. 14. 00 Kh.; alaila, He 19 ½ ° Ko. 3/56 Kh. ma Kahawai a hiki i ke kihi o Kepaa. alaila ma ko Kepaa He 23 ¾ ° Hi 3.13 Kh.; He 16° Hi 3.86 Kh. a hiki i kahi i hoomaka'i.

Ka ili 9 82/100 Eka 6/15 [Figure 26-b]

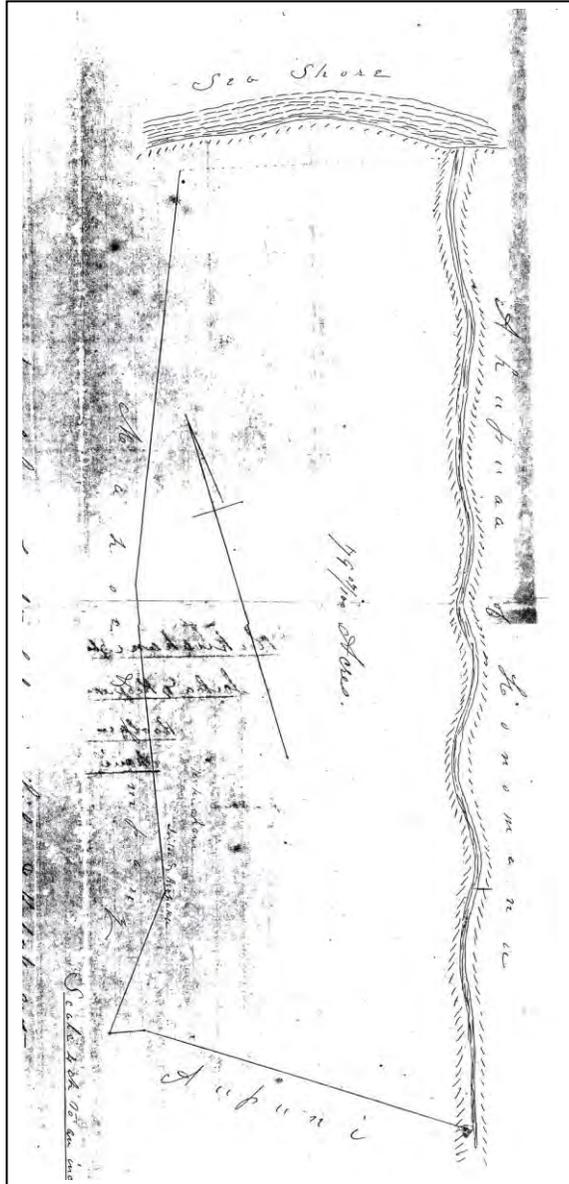


Figure 25. Royal Patent Grant 2916; Kekuahani et al. at Loiloa & Keopuka

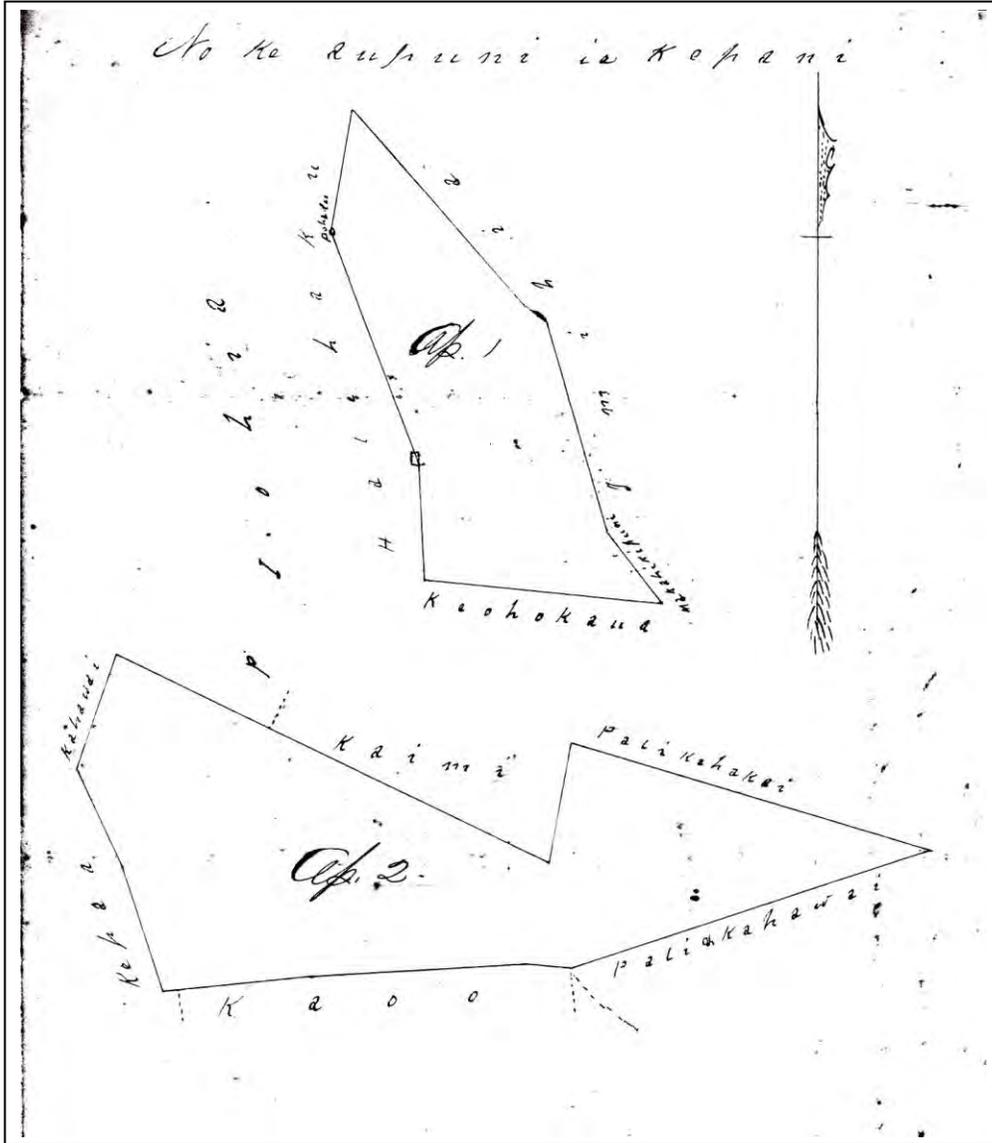


Figure 26-a. Royal Patent Grant 3101; Kepani at Honopou

A. Keohokalole
Mea Ana Aina
August 8, 1871.

(Olelo hoakaka)

O na apana elua maluna ae, oia no na wahi o ke ana mua ia ana o Asa Hopu a me J. Richardson; ua koe iki no nae kekahi mau lihi mawaho i ka wa oia ana mua ana, a ma keia ua pau pono loa.

Ua ana ia ka Apana 2 me ka makaala ma ka nana nui ana i na palapala mua i ole ae e huikau a komohewa ia mau wahi o na aina kuai a me ke kuleana a i poho wale no ma keia koena.

A ka Apana 1 hoi, ua pili kekahi aoao o kona mau palena i ko Keohokaua i oleloia ma kona Palapala Sila nui e like me ka mooolelo maluna ae nei oia apana.

A. Keohokalole.

[Translation]

From the Government to Kepani...

Parcel 1. Honopou Hamakualoa Maui.

On the West side of the stream.

Beginning at the South Eastern corner, adjoining the land of Keohokaua and Makahikipuni, and running:

N. $84\frac{3}{4}$ ° W. 6.93 Ch. along Keohokaua's.

N $2\frac{1}{2}$ ° W. 3.40 Ch. along Halehaku.

N 20° W. 7.37 Ch. along Halehaku.

N. 5° E. 3.60 Ch. along Halehaku.

S. 41° E. 7.65 Ch. along Imihia's Kuleana.

S. $51\frac{3}{4}$ ° E. 8.85 Ch. along Imihia's Kuleana.

S. 12° E. 6.40 Ch. along Imihia's Kuleana.

S. $37\frac{3}{4}$ ° E. 2.64 Ch. along Makahikipuni's to the place of commencement.

Parcel 2. Honopou — (It is a remnant between the first place purchased and the place purchased by Kahalelaau and Kepani.)

Beginning at the South Western corner of this, adjoining the land purchased by Kaoo; and running along Kaoo's: North 83° E. 4.36 Ch.; N. $86\frac{1}{2}$ ° E. 6.76 Ch.; S. 85° E. 1.40 Ch.; then turn N. $71\frac{1}{2}$ ° E. 71.00 Ch. Along the stream cliff to the point where the stream exits; then turn N. $73\frac{1}{2}$ ° W. 12.00 Ch. Along the stream cliff and the Shore; then along Kaimi's land, South 10° W. 3.60 Ch. N 64° W. 14. 00 Ch.; then, S. $19\frac{1}{2}$ ° W. $3\frac{3}{56}$ Ch. Along the stream to the corner of Kepaa's; then along Kepaa's S. $23\frac{3}{4}$ ° E. 3.13 Ch.; S. 16° E. 3.86 Ch. To the point of commencement.

A. Keohokalole
Surveyor
August 8, 1871.

(Explanation)

The two parcels above, are those which were first surveyed by Asa Hopu and J. Richardson; and there was a little place left out at the time it was first surveyed, and by this it is accurately completed.

Parcel 2 was carefully surveyed, taking note of the first document, so that there would be no confusion between the (boundaries of the) land purchased and the kuleana, and that this remnant would only be wasted.

And Parcel 1, one side of its boundaries are along Keohokaua's as described in his Royal Patent, and is like the description above given.

A. Keohokalole. [Maly, translator]

Kii o Kekahi hapa o Honopou he aina aupuni ma Hamakualoa Maui, o ke ano a me ka waiho ana o kekahi mau apana i kuai lilo ia; a me kahi mau koena aupuni.

Map of one part of Honopou, a government land at Hamakualoa Maui, the character and extent of certain parcels sold, and those which remain to the government. [Maly, translator]

Royal Patent Grant No. 3177²⁷
Kaihaa
Wailuanui (Lakini), Koolau, Maui

[Figure 27]

Beginning at a marked rock 50 feet south of the *Hamau stream* and 42 feet mauka of the Government road from which the true bearing of the rock off Honokalani pt. is S. 66° 58 E. The boundary:

1. S. 84° 38 W. 371 ft. to hala tree on south bank run S. of stream –

Beginning again at the first mentioned point the boundary runs:

2. S. 37.50 W true mag. S. 31 ¼ W. 332 feet up *Puu Ililua*

3. S. 29 4. true mag. 81 feet up the ridge &c.

4. S. 88.24 W. true mag. 96 feet along ridge to trig. Station Govt. survey.

5. S. 49.40 W. true mag. 325 feet along ridge thence.

6. S. 33.53 W true mag. 1029 feet across a valley to top of hill.

7. S. 23.35 W. true mag. 619 feet along the ridge.

8. S. 12.18 W. true mag. 48 feet up *Puu Maikoikoi*.

N. 76 W. true 180 feet to the Hamau stream; thence down the S bank of the stream to the hala tree first measured to commencement. Area 11.27 acres.

Deduct 2.7 acres for L.C. Award 3472 inclusive.
9 20/100.

²⁷ Note: Unlike the other grants cited here, the original notes of survey and map for Grant No. 3177 could not be located in the State Land Division Collection (it apparently having been misplaced). The notes of survey (no map attached) were located in the Bureau of Conveyances microfilm collection. In 2001 Maly discussed this with Kupuna Nākānelua (Kaiha'a's great great granddaughter), and her *mo'opuna*, Kyle Nākānelua – who holds family papers pertaining to land and genealogy. Maly provided kupuna Nākānelua with copies of selected Bur. of Conveyances records.

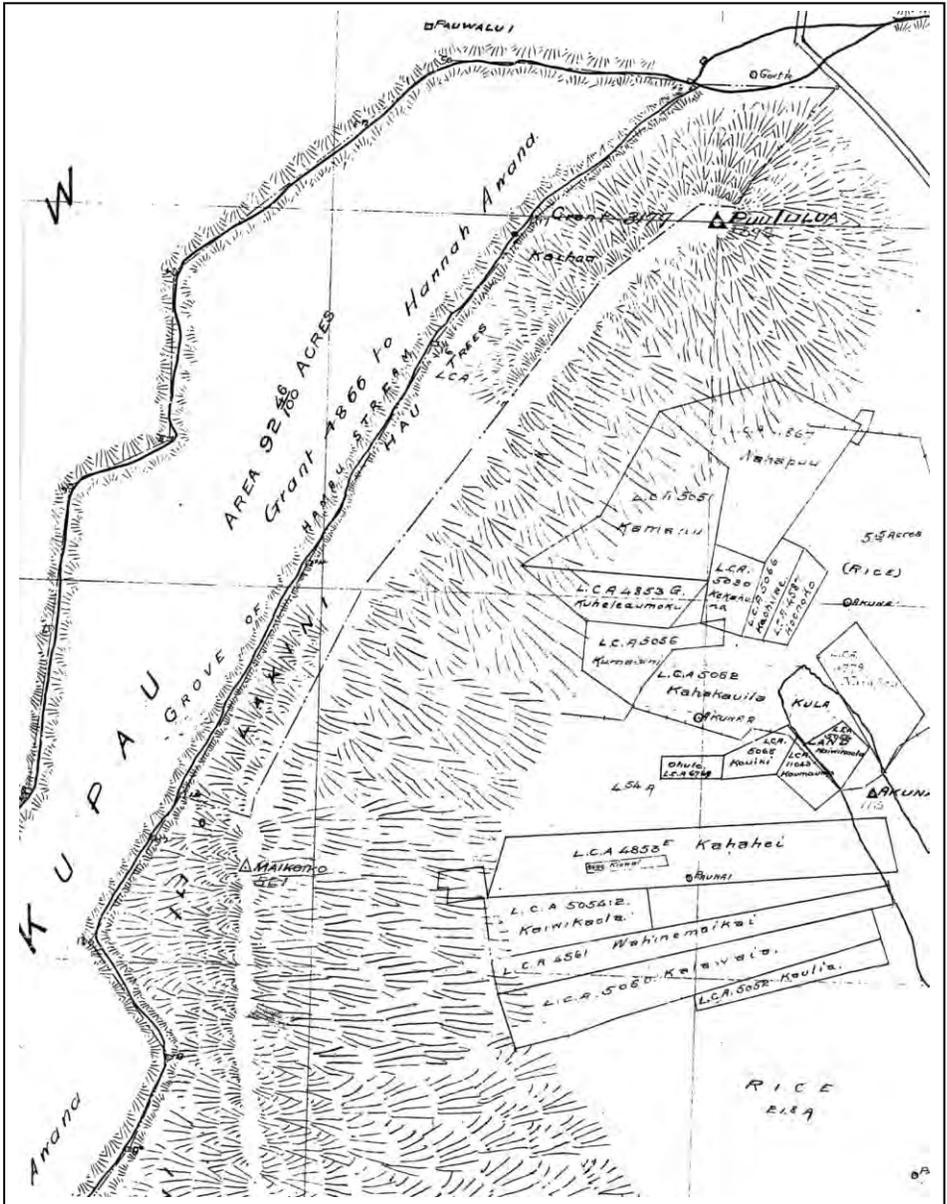


Figure 27. Royal Patent Grant 3177; Kaihaa at Lakini, Wailuanui (from Reg. Map No. 1760)

Royal Patent Grant No. 3202

Haleole

Mokupapaakua, Hamakualoa, Maui.

Survey of land bought by Haleole from the Government;

Mokupapaakua Hamakua loa Maui. [Figure 28; note also, Heiau of Halape in survey]

Commencing at a stone marked thus → on the North West edge of the gulch between Mokupapaakua and Honokola [Honokala] and near a branch gulch coming in from the South West. From which stone the Government Survey Station of Honokola bears N 88° 1' W true 620 feet and Huelo Station S 65° 37' E true and run:

1. N. 32° 54' E. true 532 feet along edge of gulch along Government Land;
2. N...E... true 2099 feet along Keoho & Makue Grant 1142;
3. N...E... true 340.6 feet along Grant 1142;
4. N...W... 194.7 feet along Grant 1142;
5. N...W... 134 feet along Grant 1142;
6. N...E... 236 feet down a red ridge;
7. N...E... 430 feet down ridge to a rock marked thus → on the cliff at the seashore. Thence
8. S...E... 495 feet across gulch along Sea;
9. S...W... 305 feet along sea;
10. S...W... 1182 feet along sea;
11. S...W... 600 feet along sea;
12. S...E... 192 feet along sea;
13. S...E... 1020 feet along sea across of gulch to corner of Waipio (Award 2937 to W. Harbottle);
14. S...W... 686.4 feet along Waipio crossing gulch to a ridge;
15. S...W... 750.4 feet along Waipio up edge of gulch to a point in the center of the Government Road;
16. S...W... 313.5 feet along Waipio;
17. S...W... 694.3 feet along Waipio to a point near a hala tree marked thus W. Thence
18. N...W... 1790 feet acr. of head of this piece along Mokupapa Government to the South corner of Reed & Norton (Grant 2041) on the West side of the gulch and near the Government Road. Thence
19. N...E... 248.8 feet along edge of gulch along Grant 2041.
20. N...E... 360.4 feet along edge of gulch along Grant 2041;
21. N...E... 16.83 feet along Grant 2041;
22. N...E... 124.1 feet along Grant 2041 down gulch;
23. N...E... 1492 feet along Grant 2041 down gulch;
24. N...W... 297 feet along Grant 2041 down gulch;
25. N...E... 335.9 feet along Grant 2041 down gulch;
26. N...E... 268.6 feet along Grant 2041 down gulch to a point on the end of a long ridge;
27. N...E... 103 feet Grant 2041 to Hala tree marked thus X;
28. N...E... 372.9 feet along Grant 2041;
29. N...W... 152 feet along Grant 2041 up side of the gulch to point on edge of same. Thence—
30. N32° 7' E. 950 feet along Government land across of a branch gulch (coming into the main gulch from the South West) to point of commencement. Area 114 8/10 Acres

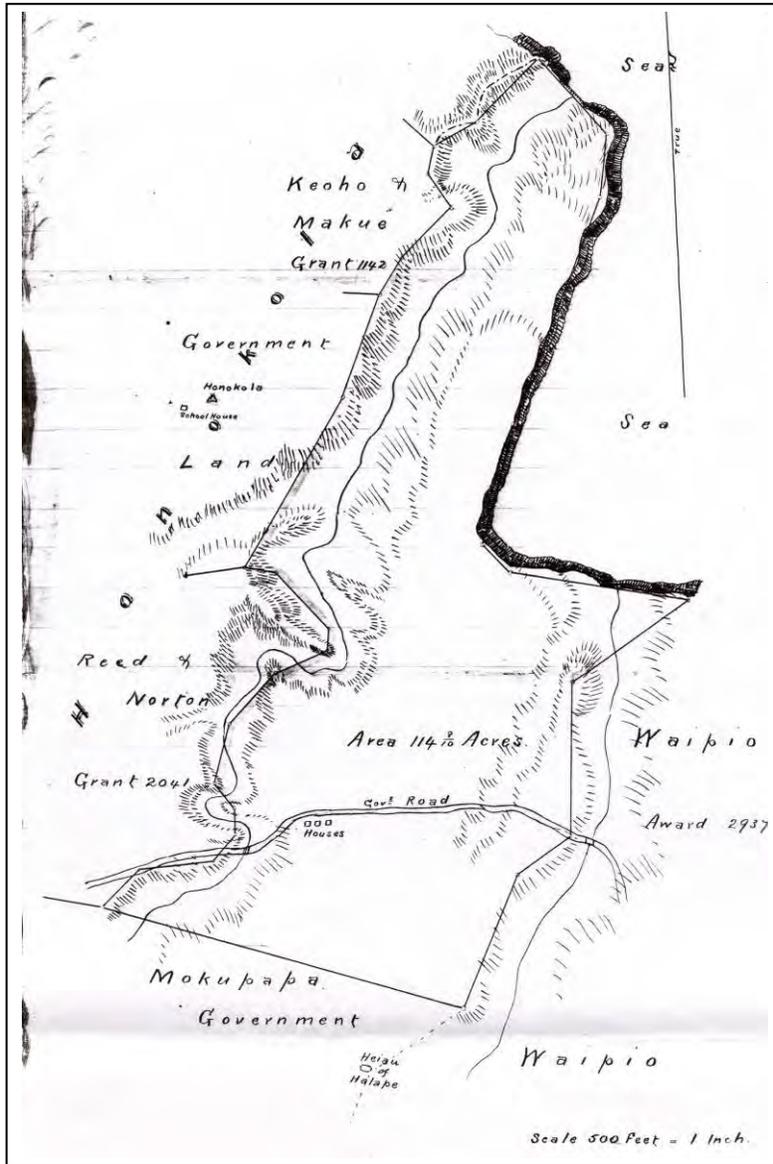


Figure 28. Royal Patent Grant No. 3202; Haleole at Mokupapaakua

M. D. Monsarrat Surveyor
Mokupapa Dec 20th 1878

So far as the survey goes this can be accepted. The Land Mokupapaakua is not in the Mahele Book at all - but such lands have usually been treated as Government Lands. Mr. Monsarrat conferred with Mr. Dodge the Govt. Surveyor before making this survey.

C.D. Lyons – In Charge of Gov Survey.

Royal Patent No. 3214
Papaiakea
Waipio Hikina, Hamakualoa - Maui

Notes of Survey of a lot of land in Waipio East surveyed for Papaiakea. [Figure 29]
Beginning at a stone in valley near sea shore at N. E. corner of Waipio adjoining Puolua and running:

S. 65 ¼ W. 2.44 ch. along sea pali; S...W... along sea pali; N...W... along sea pali to N.W. corner this; S...W... along Waipio nui of Harbottle... [run 7 courses] S...W... along Waipio nui of Harbottle to edge of pali. S...W... along Waipio nui of Harbottle across Ravine; S...W... along Waipio nui of Harbottle... [run 5 courses] S...E... along to Road boundary of Puolua; N...E... Kahiwalu's... [run 3 courses] N...E... Ahupuaa of Puolua; N... E... Lalahili's; N... E... Lalahili's; N... E... Aupuni-Puolua; N... E... Kaiewe's; N... W... Kaiewe's; N... E... to Hala, makai corner Kawahines kuleana thence along Kaiewe's and Huluhulu's Kuleanas to place of beginning containing an area 170 Acres.

J. L. Gower, Surveyor
Makawao Feb 8, 1855

Royal Patent Grant No. 3223
Kaakuamoku & Kailiau
Pauwalu (Pahoa) Koolau - Maui

Notes of Survey of part of Pauwalu in the district of Koolau, Maui [Figure 30], applied for by *Kaakuamoku & Kailiau*. Beginning at the S. E. corner of Grant 1899, (from which the Govt Survey trig. station on the ridge back of Keanae bears N 30° 27' W, true) at the top of a rocky knoll on the west bank of *the Kamilo stream, which separates this land from Wailua*, the boundary runs,

1. N. 67° 57' W. true 750 ft along Grant 1899, to the top of another rocky knoll;
2. N...W... 597 ft along Gr. 1899, &;
3. N...W... 139 ft along the same to & across of *Palauhulu stream*; Thence
4. S...W... 360 ft along do;
5. S...E... 249 ft along Palauhulu stream... [run 7 courses along Palauhulu Stream];
13. S...W... 640 ft along Palauhulu stream past *waterfall at Kaoiki*;
14. S...W... 370 ft along Palauhulu stream to marked rock;
15. S...E... 1005 ft across this land to *Kamilo stream*;
16. N...E... 1393 ft along Kamilo stream to marked tree;

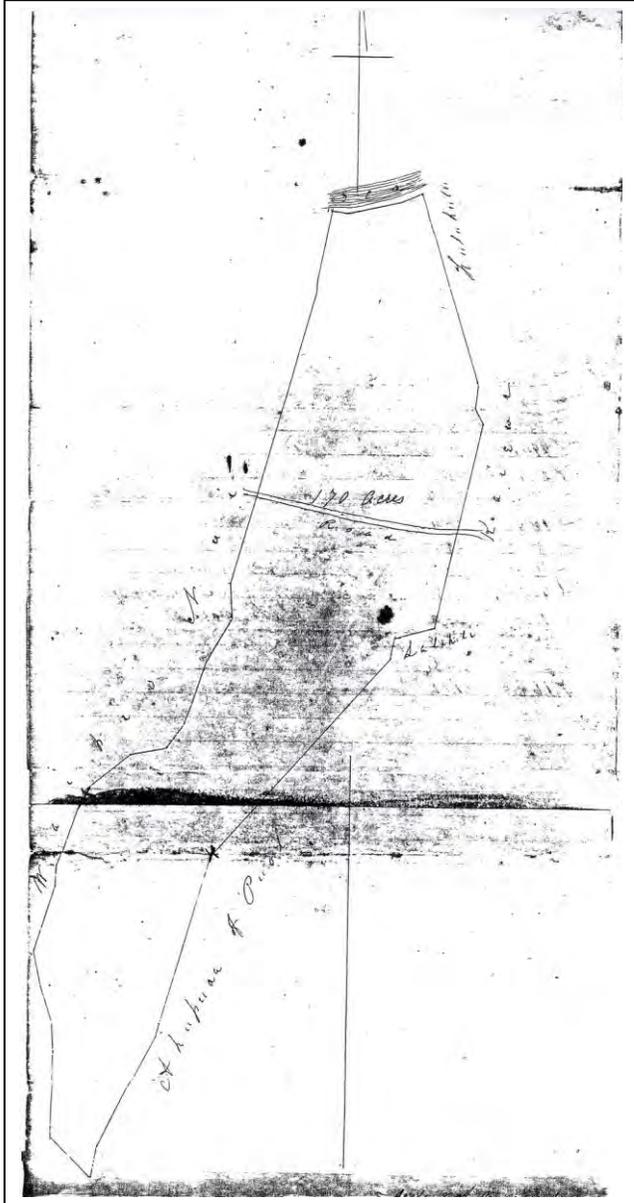


Figure 29. Royal Patent Grant 3214; Papaiakea at Waipio

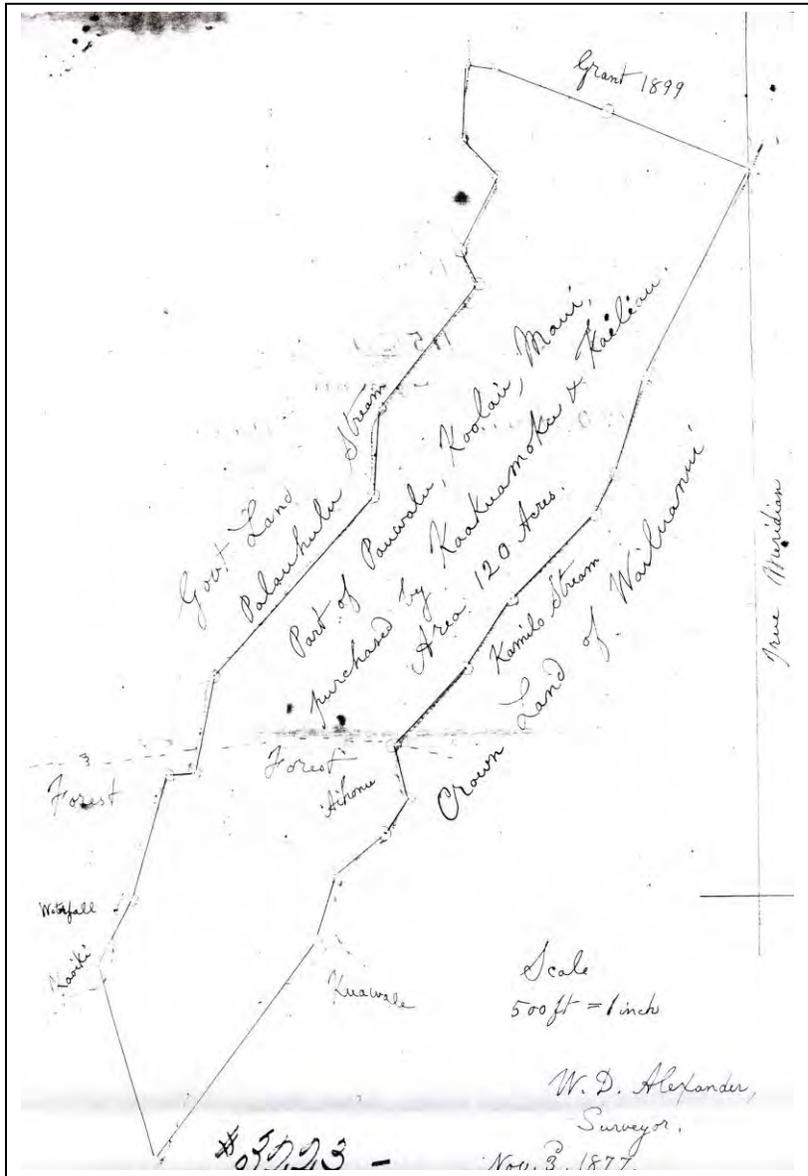


Figure 30. Royal Patent Grant 3223; Kaakuamoku and Kailiau at Paho-Pauwala

- 17. N...E... 325 ft along Kamilo stream... [run 3 courses along Kamilo Stream];
- 21. N...E... 615 ft along Kamilo stream... [run 4 courses along Kamilo Stream];
- 26. N. 27° 57' E. 1158 ft along Kamilo stream to place of beginning.

Area 120 Acres.
W. D. Alexander Surveyor

Nov. 3, 1877.

**Royal Patent Grant No. 3375
Uluhani
Hookuli, Keanae, Maui**

Notes of Survey of *Hookuli*, applied for by *Uluhani*. Beginning at a marked ohia tree on the boundary between the Govt land and Keanae, by a path, at the top of a small pali, at a place called *Kaulanamoo*;

- 1. S. 68° W. true 2199 ft along Keanae to a large marked *ohia* tree on the ridge *Aina Kiki*;
- 2. S...E... 769 ft to a tree by a *watercourse* at foot of the ridge;
- 3. S...E... 747 ft along *watercourse*;
- 4. N... E... 1645 ft to place of beginning. Area 31 Acres. [Figure 31]

W. D. Alexander Surveyor
Oct. 1877

This is located in the general map. C.J. L.
The above receipt was deposited here in 1878.

What title the Maui Book can be examined if correct R. P. to issue - Dec. 24. Malailua of Keanae called on behalf of Uluhani who lives at Koloa, Koolau Maui —

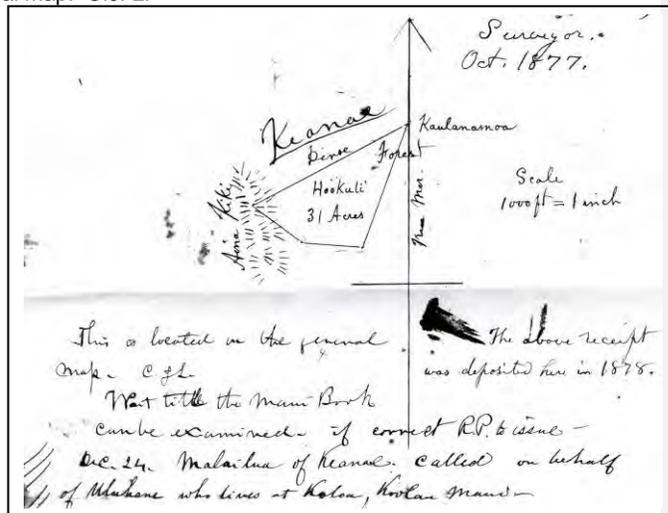


Figure 31. Royal Patent Grant 3375; Uluhani at Hookuli, Keanae

Honolulu, Dec. 28, 1883
W.D. Alexander,
Surveyor General; to C.
T. Gulick, Minister of the Interior:

...The enclosed survey of the land applied for by Uluhani, & the receipt by Gov. Nahaolelua, were mislaid, & lay in this office for several years. The receipt was deposited here in 1878. There is no reason that I know of why a Royal Patent should not issue to the applicant. Mr. Lyons' memoranda state that it was deposited Nov. 19, 1878, & is among "Applications." I found in 1877 that it had been occupied for many years & planted with fruit trees by Uluhani. It is located on my general map of the district [see Registered Map No. 2052]...

Land Patent Grant No. 4866
Hannah Awana
January 18th, 1905
(R.P. Lease #52 - 4th Land District)
Description of the Ili of Kupau, Keanae, Koolau, Maui

Beginning at a point on the West bank of *Kamilo Stream*, at the North corner of this land, [Figure 32] adjoining Grant 1899 to Kaniho, et al., the coordinates from the Government Survey Trig. Station "*Puu Iliua*" being North 370.2 feet and West 81.8 feet, as shown on Government Survey Registered Map No. 1760, and running by true azimuths:-

1. 93° 35' 636 feet along *Pauwalu*, Grant 1899 to Kaniho, et al., the middle of *Kamilo Stream* being the boundary;
2. 49 ° 45' 904 feet along *Pauwalu*, Grant 1899 to Kaniho, et al., the middle of *Kamilo Stream* being the boundary;
3. 359° 50' 443 feet along *Pauwalu*, Grant 1899 to Kaniho, et al., the middle of *Kamilo Stream* being the boundary;
4. 62 ° 42' 287 feet along *Pauwalu*, Grant 1899 to Kaniho, et al., the middle of *Kamilo Stream* being the boundary;
5. 6° 00' 813 feet along *Pauwalu*, Grant 1899 to Kaniho, et al., the middle of *Kamilo Stream* being the boundary to rocky knoll at Northeast corner Grant 3223 to Kaakumoku, et al.;
6. 27° 57' 1158 feet along *Pauwalu*, Grant 3223, the middle of *Kamilo Stream* being the boundary;
7. 18° 00' 522 feet along *Pauwalu*, Grant 3223, the middle of *Kamilo Stream* being the boundary;
8. 27° 18' 250 feet along *Pauwalu*, Grant 3223, the middle of *Kamilo Stream* being the boundary;
9. 45° 40' 590 feet along *Pauwalu*, Grant 3223, the middle of *Kamilo Stream* being the boundary;
10. 33° 30' 405 feet along *Pauwalu*, Grant 3223, the middle of *Kamilo Stream* being the boundary;
11. 301° 35' 1030 feet along foot of pali to East bank of *Hamau Stream*;
12. 206° 55' 911 foot along Ili o Lakini, the middle of *Hamau Stream* being the boundary;
13. 257° 40' 40 feet along Ili o Lakini, the middle of *Hamau Stream* being the boundary;
14. 215° 40' 609 feet along Ili o Lakini, the middle of *Hamau Stream* being the boundary;

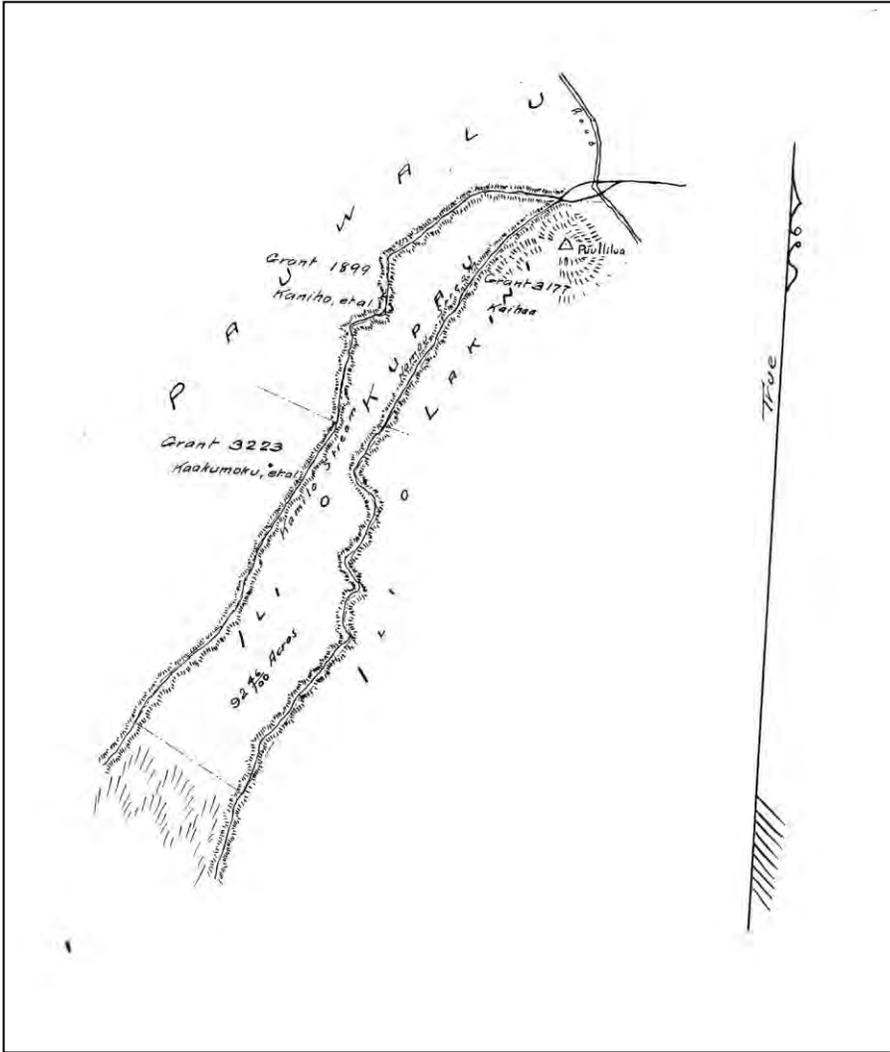


Figure 32. Royal Patent Grant 4866; Hannah Awana, Ili of Kupau, Keanae

15. 153° 00' 146 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
16. 182° 57' 159 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
17. 221° 42' 157 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
18. 152° 10' 253 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
19. 214° 30' 208 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
20. 202° 48' 166 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
21. 198° 30' 98 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
22. 145° 23' 362 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
23. 209° 20' 320 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
24. 211° 37' 137 feet along Ili o Lakini, the middle of Hamau Stream being the boundary, to Grant 3177 to Kaihaa;
25. 206° 30' 695 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
26. 207° 25' 667 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
27. 216° 20' 420 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
28. 227° 57' 546 feet along Ili o Lakini, the middle of Hamau Stream being the boundary;
29. 155° 55' 20 feet along top of small waterfall to initial point.

Area 92.46 Acres.

S. M. Kananui

Assistant Government Surveyor.

Sub-Agent's Report as to Fulfillment of Conditions.

Lot Kupau

P. L. Map Koolau, Maui

To the Commissioner of Public Lands:

I hereby certify that I have inspected lot No. — Known as the "Ili of Kupau" at Wailua, Koolau, Maui; occupied by Mrs. Hannah Awana; under Right of Purchase Lease No. 52.; and certify as follows: Class of Land - First Class Agricultural.

Improvements – One large framed house, practically two stories, with several rooms. — Two small framed houses, and fence of wire and ferns, enclosing the entire land.

Maintenance of a Home – Occupant has as far as I can learn, maintained her home continuously upon the land, and is living there now.
Cultivation – About 25 acres under high cultivation all of the same being rice.
Number of Timber, Fruit or Shade Trees per acre. — There are easily more trees on the land than called for.

W. O. Aiken
Sub-Agent Fourth Land District. November 1904

June 1st, 1929
Makawao, Maui

T.F. Tom; to Chas. T. Bailey, Commissioner of Public Lands:

...Mr. T. Apo, of Makawao, owner of Land Patent 4866 to Kupau, situated at Keanae desire to go into farming in said Land Patent. During the opening of the homesteads in that section at that time the road was laid out in such a way that it is practically impassible with modern transportation. Since the opening up of the Hana road there also has been a gap dug so as very easily to get into this property, but between this gap and said land there is a piece or property which belongs to the Territory of Hawaii. Mr. Apo requested me to write you whether or not he can secure some sort of an agreement with you as Commissioner of Public Lands for a roadway entering into his property. If this could be obtained, farm produces could be easily handled. Thanking you in advance for considering a right of way as stated above ... [Figure 33]

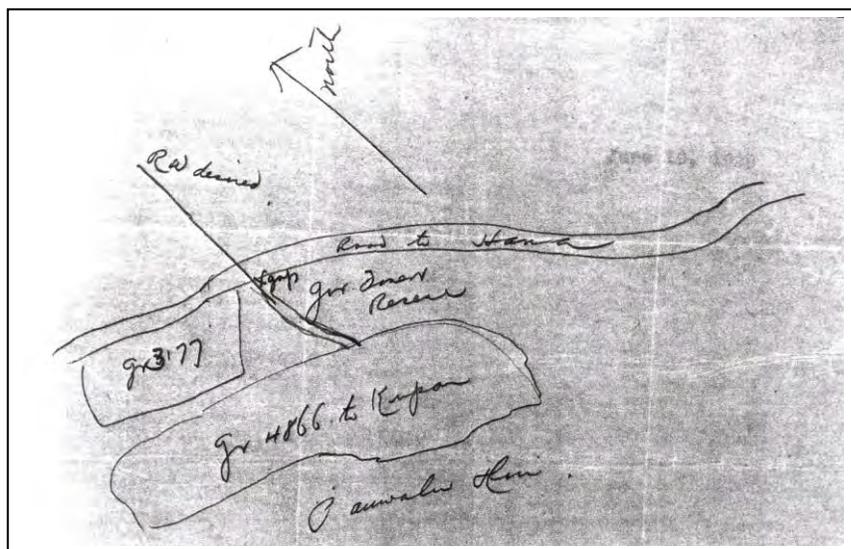


Figure 33. Sketch Map of Authorized Access between New Hana Road and Kupau (through Lakini) (T.F. Tom 1929)

MAUI HIKINA 1871-1933: PROCEEDINGS OF THE BOUNDARY COMMISSION

Following the Māhele (1848-1855), land use and tenure continued to undergo significant changes, and traditional and customary practices (access to resources) were being challenged by both chiefly and foreign land owners. In 1862, a Commission of Boundaries (the Boundary Commission) was established to legally set the boundaries of ahupua'a and other land divisions that had been awarded to Ali'i, Konohiki, and foreigners during the Māhele, or that had been granted to them through Royal Patent Grants. By this time, landowners and their lessees were petitioning to have the boundaries of their respective lands, which were the foundation of plantation and ranching interests on Maui, settled. As a part of the program to settle boundaries of privately held lands, the various ahupua'a were described by elder kama'āina—some born in as early as 1800—who either accompanied the surveyors, or who provided testimony describing the lands. The native witnesses usually spoke in Hawaiian, and in some instances, their testimony was translated into English and transcribed as the proceedings occurred. Other testimonies, recorded in Hawaiian, have been left untranslated to the present-day.

One goal of the proceedings sought to identify, secure, and limit the scope of traditional and customary practices. As a result, the proceedings, which were held between 1871 to 1933, provide important glimpses into residency and the biocultural resources of Maui Hikina. The testimonies include descriptions of the land, extending from ocean fisheries to the mountain peaks. They also describe various traditional practices, including travel, land use, and changes in the landscape witnessed during their life time. Additionally, they describe various features, such as forest resources, ceremonial sites, 'auwai, walls, and agricultural plots. The native witnesses described relationships between various lands and provided important details about access to lands and resources, and practices handed down from antiquity.

This manuscript includes the Hawaiian texts, and provides translations of portions, or the entire narratives, depending on the information provided. The translated texts are identified by paragraphs set in block indentations below the original Hawaiian texts.

The list below identifies the ahupua'a of Maui Hikina that were eligible for review and confirmation by the Commissioners of Boundaries.

- Hamakua Poko – Haliimaile
- Hamakua Loa - Kaupakulua, Opana, Opana Uka, Peahi and Halehaku
- Koolau – Honomanu, Ke'anae, Wailua Nui & Wailua Iki
- Kula – Kalialinui (Includes a boundary with the Hāmākuapoko-Maui Hikina region)

Moku o Hāmākuapoko
Kama‘āina Residents And
Features Identified in the Hāli‘imaile Proceedings

Kamaaina:

- None cited

Features:

- An ancient ulumaika course
- Gulches
- Kuleana & Grant Lands
- Stone walls
- Waterfalls

In some of the proceedings, only Hawaiian texts were recorded, and for Hāli‘imaile, these are cited in their entirety below. The English translations, or a synthesis of the original texts, were prepared by Kepā Maly and follow the Hawaiian narratives as indented paragraphs below the original Hawaiian texts.

Haliimaile Ahupuaa
District of Hamakuapoko, Island of Maui
Boundary Commission, Maui, Book No. 1:191-194

Ahupuaa o Haliimaile ma ka apana o Makawao, Maui
No. 60

Hale Hookolokolo, Wailuku, Maui, Oct. 14, 1880

Ua noho ka Aha o ke Komisina o na Palena Aina o Maui, Molokai, ame Lanai. ma ka Hale Hookolokolo ma Wailuku, Maui, ma ka la 14 o Okatoba M.H.1880, ma ka hora 10 o ke kakahiaka. e like me ka hoolaha ana ma na nupepa *Ko Hawaii Pae Aina*, o ka la 9 o Okatoba M.H.1880. ma ka Helu 41, Buke III a ma ka nupepa Haole "*Hawaiian Gazette*", no ka hooponopono ana i na palena o Haliimaile ma Makawao, Maui ko Hawaii Pae Aina. ma ke noi ana mai o S.B. Dole Esquire ma ka Palapala Hoopii i waihoia mai ma ka la 28 o Aperila M.H. 1880.

Ua hoomaopopoia ka Palapala Hoopii. Ua kaheaia ka poe kue i keia nonoi ana mai a S.B. Dole Esquire, aohe poe kue i hele mai.

O W.O. Smith Esquire ka loio a kokua hoi ma ka aoao o ka mea hoopii

Ua nonoi mai ke kokua o ka mea hoopii e hooholo keia Aha i na palena o Haliimaile e like me na palena a W.D. Alexander ka Luna Ana Aina nui o ke Aupuni. A ua ae ka Aha i keia nonoi ana mai.

L. Aholo, Komisina o na Palena Aina ma Maui, Molokai ame Lanai. [page 192]

[Translation – Synthesis]

Wailuku Court House, Maui, Oct. 14 1880.

The Commissioners of Boundaries for the lands of Maui, Molokai, and Lanai met... at 10 a.m., as published in the newspaper *Ko Hawaii Pae Aina*, on the 9th day of October, 1880... and in the Foreign newspaper "*Hawaiian Gazette*," for the settlement of boundaries of Haliimaile at Makawao, Maui in the Hawaiian Islands; pursuant to the request of S.B. Dole, Esquire, in the application made on the 28th day of April, 1880

The Application being known, and those who might oppose the request of S.B. Dole were called, but no one appeared in opposition.

W.O. Smith, Esquire was the attorney representing the applicant.

It was asked by the applicant that the Assembly act on the boundaries of Haliimaile as the boundaries were described W.D. Alexander, the Head Surveyor of the Kingdom. The Assembly agrees with this request.

L. Aholo, Commissioner of boundaries...

Notes of Survey of Boundaries of the Ahupuaa of Haliimaile, Maui

Beginning at an Iron stake in the road from Makawao to Kahului at the common corner of the East Maui Plantation of the Hobron Plantation and of Royal Patent 2342 to Kekahuna from which the granite post on Piiholo bears South 55° 39' East true, the Boundary runs:

1. N. 62° 57' W. true (N. 71° 20' West magn) 1854 ft to a kukui tree, along land purchased by T.H. Hobron from the Haiku Sugar Co. (according to W.H. Pease's survey corrected) and thence:
2. N. 73° 26' W. true (N. 82° West magn) 5509 ft;
3. And N. 38° 12' W. true (N. 46° W. magn) 1202 feet along the same to a corner of Alexander and Baldwin's purchase from Haiku Sugar Co. (which is 158 feet S. 36° 45' E. true from a granite post by the road to Kahului)
4. Thence N. 51° 24' W. true 10939 ft along Alexander & Baldwin Purchase to the boundary of land sold by the Haiku Sugar Co. to a company of 28 natives;
5. Thence S. 51° 15' W. true (South 43° W. magn) 1619 ft along land sold to natives, to iron pin.
6. Thence N. 89° 45' W. (S. 81° 15' W. magn) 300 ft along land sold to natives to the rock called Olopua in a ravine, which forms the Boundary between this land and Wailuku;
7. Thence S. 26° 40' E. true (S. 35 1/2° E. magn) along said ravine 1304 ft along Wailuku to a place called Puupili; thence
8. S. 21° 17' E. true (S. 30° E. magn) 1680 ft along ravine to a marked rock called Kaioleakalani about 170 feet above the road to Kahului;
9. Thence S. 17° 04' E. true (S. 25 3/4° E. magn) 1592 ft to a pile of stones at Kauhiana or West side of the ravine. Thence [page 192]

10. S. 22° 15' E. true (S. 40 3/4° E. magn) 1390 ft to a marked rock by the path at Puhinali; thence
11. S. 35° 07' E. true (S. 42 1/4° E. magn) 3508 ft to a Wiliwili tree on W. bank of the gulch, which is the corner of Wailuku and the district of Kula. From this point the middle of this gulch is the boundary between Haliimaile & Kula.
12. Thence N. 70° 03' E. true (N. 61 1/2° E. magn) 330 ft to large marked rock in the wall at the bottom of the ravine; thence
13. S. 54° 50' E. true [(S. 63 1/4° magn)] 558 ft to the junction of two stone walls in the gulch. Thence
14. S. 57° 29' E. true 482 ft along the bottom of the gulch to corner of stone wall; thence
15. S. 2° 40' E. true 878 ft along bottom of the gulch;
16. S. 37° 41' E. true 1400 ft along bottom of the gulch;
17. S. 50° 12' E. true 824 ft along bottom of the gulch;
18. S. 47° 33' E. true 1108 ft along bottom of the gulch;
19. S. 75° 42' E. true 958 ft along bottom of the gulch;
20. Thence S. 64° 43' E. true 247 ft along bottom of gulch to the corner of the former Brewer Plantation;
21. Thence S. 52° 44' E. true 1996 ft along the gulch;
22. S. 59° 12' E. true 1058 ft along the gulch;
23. S. 72° 28' E. true 1653 ft along the gulch;
24. S. 32° 02' E. true 2738 ft along the gulch;
25. S. 14° 53' E. true 2475 ft along the gulch;
26. S. 40° 54' E. true 506 ft along the gulch to the top of falls in the gulch, which is the corner of the former Brewer Plantation & of the land purchased from Mrs. Haalelea by J. Clark; Thence
27. S. 81° 52' E. true 376 ft along the bottom of the gulch &
28. S. 60° 57' E. true 528 ft along the same to the boundary of Makawao; thence
29. N. 35° 29' E. true 521 ft along Grant 216;
30. Thence N. 14° 33' E. true 1678 ft along the same, *along an ancient ulumaika course*, to an iron stake at the corner of the former Brewer Plantation and of Grant 216 & 499.
31. Thence north 53° 49' E. true (N. 46 East magn) 4200 ft along Grants 499 & 216; Thence
32. N. 53° 28' E. true 1248 ft along Grant 641 to E. Maui Plantation; thence
33. N. 43° 15' E. magn 1627 ft along Grant 64 [?]; [page 194]

34. N. 52° 30' E. magnetic 1455 ft along Grant 64 [?] to S. W. bank of the Maliko gulch;
35. Thence N. 36° E. magn 980 ft along Grant 64, down the pali to the bottom of the deep gulch, separating this land from Haiku;
36. Thence the boundary follows down to centre of the Maliko gulch in a North-Westerly direction to the upper South east corner of Hamakuapoko;

37. Beginning again at the starting point of this description at the iron stake in the Makawao corner near a School house, run N. 60° 07' E. true (N. 51° 21' E. magn) 2655 ft along Grant 2342 to Kekahuna & Grant 187 to John Richardson, & thence;

38. N. 69° 33' E. true (N. 58 1/2° magn) 1002 feet to the bottom of Maliko gulch to the southeast upper corner of Hamakuapoko mentioned above.

Total area – 4230 Acres, more or less.

Makawao, June 21, 1879

W.D. Alexander, Surveyor

L. Aholo, Commissioner of Boundaries for the Islands of Maui, Molokai & Lanai.

Lahaina, October 16, 1880

[Certificate No. 60. Haliimaile Ahupuaa, District of Makawao (Hamakuapoko), Island of Maui, 4230 acres.]

Moku o Hāmākualoa – West Kaupakulua

Kamaaina:

- None cited

Features:

- Cliffs
- Gulches
- Government Road
- Kuleana & Grant Lands
- Pineapple fields

West Kaupakulua Ahupuaa Hamakualoa District, Island of Maui Boundary Commission, Maui, Book 3:496-528

Before the Commissioner of Boundaries in and for the Second Judicial Circuit, Territory of Hawaii.

In the Matter of the Application of the Territory of Hawaii by Robert D. King, Surveyor of the Territory of Hawaii, for a certificate of boundaries of the Ahupuaa of West Kaupakulua, (consisting of two separate portions generally known as "Makai" and "Inland"), in the District of Hamakualoa, Island of Maui.

Commissioner: Daniel H. Case

Under date of July 9th, 1931, the Territory of Hawaii, by Robert D. King, Surveyor of the Territory of Hawaii, before the undersigned, as Commissioner of Boundaries for the Second Judicial Circuit filed its application for a decision and certification of boundaries of the Ahupuaa of West Kaupakulua, consisting of two separate - portions generally known as "Makai" and "Inland", in the District of Hamakualoa, Island of Maui, Territory of Hawaii, in accordance with the provision of Chapter 42 of the Revised Laws of Hawaii 1925.

In this application it is stated that Robert D. King is the duly appointed, qualified and acting Surveyor of the Territory of Hawaii;

That the Ahupuaa of West Kaupakulua, in the District of Hamakualoa, was awarded by name only to Namauu no Kekuanaoa by Land Commission Award No. 10474, Apana 6, and was also patented by name only to Namauu no Kekuanaoa by Royal Patent No. 4490; [page 496]

That prior to July 1st, 1925, the then Surveyor of the Territory of Hawaii prepared a list of all of the Ahupuaas, Iliainas and Leles within the Territory of Hawaii of which there had at that time been no legal description by survey determined by metes and bounds either by incorporation of the same in Land Commission Award or Patent in confirmation of. award or patent, grant or Government deed, or deed of the Commissioner of Crown Lands, or Land Court Survey or Certificate of boundaries or by decree of a Court of competent jurisdiction of the Territory; that upon the completion of the list the Surveyor published the same in a

newspaper- of general circulation throughout the Territory of Hawaii once in: each of four successive weeks together with the name or names of the last named owner or owners and together with a notice that unless such unsurveyed lands had their boundaries properly and legally determined prior to July 1st, 1925, the Territory should proceed to have the boundaries of such lands adjudicated as provided by law; that included within such list was the Ahupuaa of West Kaupakulua; that the owners of the Ahupuaa of West Kaupakulua failed to have the boundaries of the same properly or legally determined, or determined at all at any time prior to the date hereof;

That the lands bounding and adjoining the said Ahupuaa of West Kaupakulua to the best of petitioner's knowledge and belief are as follows:

Ahupuaa of East Kaupakulua, Ahupuaa of Haiku, Ahupuaa of Pauwela, Ahupuaa of West Kuiaha and Ahupuaa of East Kuiaha;

That the owners of the lands adjoining the said Ahupuaa of West Kaupakulua, together with their addresses, all to the best of petitioner's knowledge and belief, are as follows:

Maui Agricultural Co., Ltd., c/o Alexander & Baldwin, Ltd, Honolulu.
Haleakala Ranch Co., c/o Alexander & Baldwin, Ltd., Honolulu.
John Da Costa, Makawao, Maui.
John Dolim, Wailuku, Maui. [page 498]

Heirs and/or devisees of:

M. N. Calasa, Waiakoa, Maui
John Santos Bras, Kaupakulua (P.O. Haiku, Maui)
Joe Santos Bras, Kaupakulua (P.O. Haiku, Maui)
C. D. Lufkin, J. V. Marciel and Joaquin Garcia, Trustees, Estate of A. Enos, Deceased, Wailuku, Maui.
Harold W. Rice, Spreckelsville Maui.
M. R. Mendez, Kaupakulua, (P. O. Haiku, Maui)
J. J. Cova, Kokomo (P. O. Haiku, Maui)
Mrs. S. E. Hubbard, Makawao, Maui.
George Farnsworth, 1048 Kinau Street, Honolulu.
M. J. Cova, Kaupakulua (P. O. Haiku, Maui)
Manuel Castro, Lahaina, Maui.
Georgina G. Castro (wife of Manuel Castro), Lahaina, Maui.
Antone de Costa, Kaupakulua (P. O. Haiku, Maui)
Joe Pereira, Unknown
Frank Rodrigues, Kaupakulua (P. O. Haiku, Maui)
H. J. Durney, c/o Haiku Pineapple Co., Lt. [Ltd.], agents Haiku, Maui.
Mrs. Ida L. Harris Collins, 148 Makee Road, Honolulu.
R. C. Blanchard, Haiku Pineapple Co., Ltd., Lessees.
R. E. Fisher, c/o Libby, McNeill & Libby of Honolulu, Ltd.,

A. K. Okamura, Wailuku, Maui.
Territory of Hawaii, c/o Attorney General, Honolulu, T. H.
County of Maui, c/o chairman, Board of Supervisors, Wailuku, Maui.
East Maui Irrigation Co., Ltd., c/o Alexander & Baldwin Ltd., Honolulu, T. H.

That the following is a particular description by true bearing survey of the outer boundaries of the Makai portion and of the Inland portion of the Ahupuaa of West Kaupakulua, the same being connected by co-ordinates to the Government survey Triangulation system: [page 498]

“Makai Portion” of West Kaupakulua, Hamakualoa, Maui.

All that certain portion of Royal Patent 4490, Land Commission Award 10474, Apana 6, to Namaau No Kekuanaoa, known as the “Makai Portion.”

Beginning at a point on the sea pali known as Kapuaiaaka, which marks the boundary between East Kuiaha and West Kaupakulua at the sea, the said point being 217° 43' 58" (true azimuth 377.59 feet from E. M. I. Co.'s Trig. Station “Paehala” on the western pali of “Paehala” ravine, about 175 feet from the sea pali, whose coordinates are 12869.6 feet North, 9877.1 feet West, referred to Government Survey Trig. Station “Kapuai” and running by true azimuths from said point of beginning:

1. Along sea pali to a point which marks the boundary between East and West Kaupakulua, the direct azimuth and distance being 247° 41' 25", 1396.84 feet;
2. 3° 15' 1613.7 feet along kula along East Kaupakulua (Grant 771 to Hikiau) to a point on the Western pali of Kolealea ravine;
3. 356° 35' 2838.0 feet along Western pali of Kolealea ravine and along Kula along East Kaupakulua;
4. 345° 15' 765.6 feet along kula along East Kaupakulua, to a point on the Western pali of Kolealea ravine, mauka of former Government Road;
5. 327° 45' 1439.5 feet across Kolealea ravine along East Kaupakulua to a point on the Eastern pali of the same;
6. 355° 35' 957.0 feet recrossing same along East Kaupakulua to a point on the Western pali of Kolealea ravine, makai of present Government Road to Huelo;
7. 6° 35' 930.6 feet along kula along East Kaupakulua to the extreme Southerly end of the “Makai Portion” of West Kaupakulua at the junction of East Kuiaha and East Kaupakulua, the said point being 325° 23' 35" 523.23 feet from E.M.I. Co.'s Trig. Station “Kahipe” which is on the East side of the former Haiku-Huelo Government Road and about 100.0 feet mauka of the intersection of present and former Haiku-Huelo Government Roads, and whose coordinates are 5850.3 feet North, 7644.3 feet West, referred to Government Trig. Station “Kapuai”;
8. 160° 05' 931.9 feet along kula, along East Kuiaha (Grant 383 to R. Armstrong);
9. 155° 20' 1567.5 feet along kula, along East Kuiaha;
10. 148° 35' 132.0 feet along kula, along East Kuiaha to a point on the Eastern pali of Kuponamoa ravine; [page 499]
11. 118° 35' 843.5 feet along Kuponamoa ravine, along kula along East Kuiaha;
12. 166° 35' 2317.9 feet along kula, along East Kuiaha;

13. 162° 35' 792.0 feet along kula, along last Kuiaha;
 14. 187° 35' 470.0 feet along kula and down Western slope of Paehala ravine to the center of stream along East Kuiaha; thence
 15. Down center of stream along East Kuiaha to the point of beginning, the direct azimuth and distance being 187° 35' 1470.0 feet.
- Containing an area of 183.8 acres, a little more or less.

“Inland Portion” of West Kaupakulua, Hamakualoa, Maui.

All that portion of Royal Patent 4490, Land Commission Award 10474, Apana 6 to Namauu no Kekuaanoa known as, the “Inland Portion” situated in Kaupakulua, Hamakualoa, Maui, and bounded and described as follows:

Beginning at the iron rail which marks the North East corner of this land and is about 1000.0 feet North of the Junction of Kaupakulua and Peahi-Makawao Roads, the true azimuth and distance being 233° 29' 46" 1063.24 feet from E.M.I. Co.'s Trig. Station “Aheong” near the makai boundary of this land and whose coordinates are 4093.6 feet S., 7375.8 feet West referred to Government Survey Trig. Station “Kapuai” and running by true azimuths:

1. 332° 30' 1947.0 feet along East Kaupakulua (Grant 771 to Hikiau) along kula along Western side of Kaupakulua Road crossing Peahi-Makawao Road at about 1025.0 feet;
2. 353° 30' 340.6 feet along East Kaupakulua (Grant 771 to Hikiau) along kula;
3. 324° 30' 396.0 feet along same to a point in road to Kailiili;
4. 317° 30' 264.0 feet along same;
5. 346° 30' 528.0 feet along same;
6. 341° 30' 592.0 feet along same;
7. 321° 30' 52.8 feet along same;
8. 356° 30' 114.2 feet along same;
9. 351° 30' 215.2 feet along same;
10. 319° 15' 2558.8 feet along same across Awalau ravine to a concrete monument on a prominent spur on the Eastern side of said ravine, the true azimuth and distance being 205° 21' 57" 889.67 feet from E.M.I. Co.'s Trig. Station “Kaahiki” on the western pali of said ravine whose coordinates are 10228.9 feet S., 3503.4 feet West referred to Government Survey Trig. Station “Kapuai”, thence [page 501]
11. Along East Kaupakulua (Grant 771 to Hikiau), along the Eastern pali of Awalau ravine to a concrete monument, the direct azimuth and distance being 347° 08' 21" 3062.71 feet, the said monument being 239° 03' 7" 1093.76 feet from E.M.I. Co.'s Trig. Station “Howell” whose coordinates are 12973.3 feet S., 3378.6 feet West referred to Government Survey Trig. Station “Kapuai”;
12. Along same to a concrete monument the direct azimuth and distance being 3500 52' 02" 1931.86 feet, the said monument being 172° 33' 59" 1048,1 feet from E.M.I. Co.'s Trig. Station “Chandler” whose coordinates are 15357.5 feet S., 1998.3 feet West referred to Government Survey Trig. Station “Kapuai”;
13. Along same along the Eastern pali of Awalau ravine to a concrete monument, the direct azimuth and distance being 325° 37' 15" 2945.86 feet, the said monument being 340° 33' 538.0 feet from E.M.I. Co.'s Trig. Station “Maalo” which is on the Eastern pali of Kolealea

ravine and whose coordinates are 16242.2 feet S., 649.6 feet West referred to Government Survey Trig. Station "Kapuai";

14. Along the Eastern pali of Awalau ravine to a concrete monument, the direct azimuth and distance being $312^{\circ} 10' 06''$ 3091.37 feet;

15. $350^{\circ} 12' 12''$ 1055.6 feet along East Kaupakulua (Grant 771 to Hikiau), across Awalau ravine to a concrete monument on the Western pali of Kawaihole ravine, the said monument marking the Southern extremity of this land and the traverse being 1. $17^{\circ} 00' 40''$ 1331.4 feet; 2. $39^{\circ} 30'$ 495.0 feet from E.M.I. Co.'s Trig. Station "Puu" whose coordinates are 18209.9 feet S., 2704.7 feet East referred to Government Survey Trig. Station "Kapuai";

16. $99^{\circ} 45'$ 349.8 feet along Haiku-uka, Grant 182 to Kekuanaoa, (Guardian of V. Kamamalu)

17. $29^{\circ} 45'$ 105.6 feet along same;

18. $82^{\circ} 45'$ 149.8 feet along same;

19. $97^{\circ} 45'$ 132.0 feet along same;

20. $121^{\circ} 45'$ 95.0 feet along same;

21. $138^{\circ} 45'$ 217.8 feet along same;

22. $135^{\circ} 45'$ 174.2 feet along same;

23. $131^{\circ} 45'$ 132.0 feet along same;

24. $166^{\circ} 45'$ 39.6 feet along same; [page 501]

25. $143^{\circ} 45'$ 66.0 feet along same;

26. $134^{\circ} 15'$ 161.0 feet along same;

27. $152^{\circ} 45'$ 97.7 feet along same;

28. $135^{\circ} 45'$ 66.0 feet along same;

29. $123^{\circ} 45'$ 108.9 feet along same;

30. $150^{\circ} 45'$ 186.1 feet along same;

31. $115^{\circ} 45'$ 159.7 feet along same;

32. $111^{\circ} 45'$ 264.0 feet along same;

33. $131^{\circ} 45'$ 229.0 feet along same;

34. $140^{\circ} 15'$ 201.3 feet along same;

35. $149^{\circ} 15'$ 153.1 feet along same;

36. $164^{\circ} 15'$ 68.6 feet along same;

37. $170^{\circ} 15'$ 213.2 feet along same;

38. $119^{\circ} 45'$ 254.1 feet along same;

39. $144^{\circ} 45'$ 90.4 feet along same;

40. $124^{\circ} 45'$ 97.7 feet along same;

41. $134^{\circ} 15'$ 114.8 feet along same;

42. $185^{\circ} 15'$ 66.0 feet along same;

43. $170^{\circ} 45'$ 93.7 feet along same;

44. $166^{\circ} 15'$ 199.3 feet along same;

45. $153^{\circ} 45'$ 211.9 feet along same;

46. 165° 45' 179.5 feet along same;
47. 151° 15' 348.5 feet along same to a concrete monument which marks the boundary between Grants 176 and 182, the said monument being 210° 44' 45" 750.0 feet from E.M.I. Co.'s Trig. Station "Kolealea" whose coordinates are 17316.4 feet S., 1558.5 feet West referred to Government Survey Trig., Station "Kapuai";
48. 122° 15' 161.7 feet along Grant 176 to R. Armstrong;
49. 144° 15' 150.5 feet along same;
50. 128° 15' 264.0 feet along same;
51. 168° 15' 427.0 feet along same;
52. 140° 15' 633.6 feet along same to a concrete monument the true azimuth and distance being 69° 43' 56" 107.56 feet from E.M.I. Co.'s Trig. Station "Chandler" on the Western Pali of Awalau ravine and whose co-ordinates are 15,357.5 feet S., 1998.3 feet West referred to Government Survey Trig. Station "Kapuai"; [page 502]
53. 147° 45' 1366.2 feet along same;
54. 159° 15' 637.6 feet along same;
55. 166° 15' 1252.7 feet along same, to a concrete monument, the true azimuth and distance being 182° 47' 47" 547.69 feet from E.M.I. Co.'s Trig. Station "Howell" whose coordinates are 12973.3 feet S., 3378.6 feet West referred to Government Survey Trig. Station "Kapuai";
56. 158° 15' 1980.0 feet along same;
57. 160° 00' 58" 632.64 feet along same, to a concrete monument which marks the North Eastern corner of Haiku-uka Grant 176 to R. Armstrong, the true azimuth and distance to the said monument being 106° 29' 832.55 feet from E.M.I. Co.'s Trig. Station "Kaahiki" on the Western Pali of Awalau ravine, whose coordinates are 10,228.9 feet S., 3503.4 feet West referred to Government Survey Trig. Station "Kapuai";
58. 90° 21' 50" 2969.15 feet along Grant 176 to a concrete monument, on the Western side of Grove Ranch pineapple fields, the true azimuth and distance being 126° 22' 614.5 feet from E.M.I. Co.'s Trig. Station "Akane" whose co-ordinates are 10,338.2 feet S., 6776.1 feet West referred to Government Survey Trig. Station "Kapuai";
59. 90° 22' 185.0 feet along Grant 176 to a point on the Easterly edge of Huluhulunui Gulch (also known as Hano Gulch) which point marks the boundary between Grants 183 & 176, thence
60. Along the Easterly edge of said Gulch, along Grant 183 to point the direct azimuth and distance being 149° 20' 932.3 feet, thence
61. Along said Easterly edge along Grant 183 to a point the direct azimuth and distance being 165° 35' 410.3 feet' thence
62. Along the Easterly edge along Grant 183 to a point, the direct azimuth and distance being 190° 51' 547.7 feet, thence
63. Along same to a point, the direct azimuth and distance being 256° 45' 613.0 feet, thence
64. Along same to a point in Kuiaha Road, the direct azimuth and distance being 172° 44' 30" 1686.6 feet; [page 503]
65. 156° 13' 346.7 feet along Kuiaha Road;
66. 152° 38' 326.7 feet along same;
67. 151° 32' 404.9 feet along same;

68. 116° 51' 17.7 feet along same to the fence on West side of the road;
 69. 119° 57' 124.8 feet along same to an iron rail marking the corner of Grant 217 to W. L. Lee on the Eastern side, the coordinates of the said rail being 5388.3 feet S., 8153.8 feet West referred to Government Survey Trig. Station "Kapuai";
 70. 208° 52' 30" 291.5 feet along Grant 217 to W. L. Lee;
 71. 226° 09' 220.4 feet along same;
 72. 193° 39' 259.4 feet along same;
 73. 203° 24' 291.7 feet along same;
 74. 210° 24' 334.0 feet along same;
 75. 238° 24' 566.1 feet along same to the boundary of Grants 217 to W. L. Lee and 383 to R. Armstrong on the Eastern side;
 76. 219° 34' 355.1 feet along Grant 383 to R. Armstrong crossing East Kuiaha Gulch;
 77. 243° 09' 312.2 feet along same to the point of beginning;
- Containing Area of 645.8 Acres.

That the names of the owners, together with their addresses of the said inland Portion of the Ahupuaa of West Kaupakulua are, to the best of the petitioner's knowledge and belief, as follows:

Maui Agricultural Co., Limited, c/o Alexander & Baldwin, Limited, Honolulu, Territory of Hawaii.

Mrs. Louisa Lucas, 1640 H. Liliha St., Honolulu, Territory of Hawaii.

John Santos Bras, Kokomo (P. O. Haiku), Maui.

Joe Santos Bras, Kokomo (P. O. Haiku), Maui.

Mrs. S. E. Hubbard, Makawao, Maui.

Manuel Mendez, Kaupakulua (P. O. Haiku), Maui.

J. J. Cova, Kokomo (P. O. Haiku), Maui.

C. D. Lufkin, J. V. Marciel and Joaquin Garcia, Trustees of Estate of A. Enos, Deceased, Wailuku, Maui. [page 504]

Harold W. Rice, Spreckelsville, Maui.

John Da Costa, Makawao, Maui.

Wm. H. Engle and Pacific Trust Co., Limited, Trustees of Estate of George

M. Maalo, Deceased, Kahului, Maui.

Heirs and/or Devises of B. Napeha (kane), Honolulu, Territory of Hawaii

Mrs. HESSIE KAHAI CAHILL, 538 Moscow St., San Francisco, California.

Mrs. Gussie Maikani Joao, Molokai (P. O. Kaunakakai).

Isaac Daniel Iaea, Jr., Maalo Residence, Makawao, Maui.

Mrs. Keahi Paaluhi, Molokai (P. O. Kaunakakai).

Shemiah Kahuakai Iaea, Honolulu, Territory of Hawaii.

Mrs. Fannie Wond Hans, Molokai (P. O. Kaunakakai)

Ernest Pakamia Iaea, Honolulu, Territory of Hawaii.

Antone de Costa, Kaupakulua (P. O. Haiku), Maui.
Frank Rodrigues, Kaupakulua (P. O. Haiku), Maui.
Department of Public Instruction, Honolulu, Territory of Hawaii.
Haleakala Ranch Company, c/o Alexander & Baldwin, Limited, Honolulu, T.H.
East Maui Irrigation Co., Limited, Paia, Maui.
Territory of Hawaii, c/o Attorney General, Honolulu, T.H.
County of Maui, c/o Chairman' Board of Supervisors, Wailuku, Maui.

That the names of the owners, together with their addresses of the said Makai portion of the Ahupuaa of West Kaupakulua are, to the best of the petitioner's knowledge and belief, as follows:

Maui Agricultural Co., Limited, c/o Alexander & Baldwin, Limited, Honolulu, T. H.
H. J. Durney, c/o Haiku Pineapple Co., Limited, Agents, Haiku, Maui.
Mrs. Ida L. Harris Collins, 148 Makee Road, Honolulu, Territory of Hawaii.
R. C. Blanchard, c/o Haiku Pineapple Co., Limited, Lessees, Haiku, Maui.
R. E. Fisher, c/o Libby, McNeill & Libby of Honolulu, Limited, Honolulu, T.H.
A. K. Okamura, Wailuku, Maui.
Territory of Hawaii, c/o Attorney General, Honolulu, T.H. [page 505]
County of Maui, c/o Chairman, Board of Supervisors, Wailuku, Maui.
East Maui Irrigation Co., Limited, c/o Alexander & Baldwin, Limited, Honolulu, T.H.

That attached hereto and submitted herewith is a map showing the location and natural topographical features, permanent and other marks, along said boundary lines, the bearings and distance of each course covered in the description of the survey and additional data, from field notes rendering it practicable to locate and reestablish any boundary, mark or point that may become lost or destroyed.

Wherefore, Petitioner prays that this petition be set for hearing and that notice thereof be given to the owners of said Ahupuaa of West Kaupakulua and to the owners of the adjoining lands and to any others interested, as required by law, and that upon such hearing the matters herein presented and involved be fully investigated, heard and determined, and that the boundaries of the said Makai portion and of the said Inland portion of the Ahupuaa of West Kaupakulua be decided and certified to in accordance with the facts and the law applicable.

Dated, July 1st 1931.
Territory of Hawaii,

By (Sgd) Robert D. King, Surveyor.
(Sgd) Smith, Warren, Stanley & Vitousek, Attorneys for Petitioner.

Territory Of Hawaii, City and County of Honolulu) SS

Robert D. King, being first duly sworn, on oath, deposes and says; That he is the applicant named in the foregoing application on behalf of the Territory of Hawaii, and that he has read the same and knows the contents thereof and that the same is true to the best of his information, knowledge and belief.

(Sgd) Robert D. King.

Subscribed and sworn to before me this let day of July, 1931.

(Sgd) Jaimiee MacConel,
Notary Public, First Judicial Circuit, Territory of Hawaii.
(Seal) [page 506]

Upon receipt and filing of this application hearing thereon was set for Monday, August 10th, 1931, at 10:00 a.m., in the Court Room of the Circuit Court of the Second Judicial Circuit at Wailuku, Maui, Territory of Hawaii.

Notices of hearing, specifying the time and place thereof, were published once each week for four (4) successive weeks consecutively, in the English language, in the "*Maui News*" a news paper printed and published in Wailuku, Maui, Territory of Hawaii; and also published once each week, for four (4) weeks consecutively; In the Hawaiian language, in the "*Ke Alakai o Hawaii*", a newspaper printed and published in the City and County of Honolulu, Oahu.

In addition to notices of hearing published in the "*Maui News*" and "*Ke Alakai o Hawaii*" written or printed notices of the hearing' specifying the time and place thereof, and signed by the Commissioner were mailed to the Petitioner and to each and every person mentioned in the petition either as owner or owners of land adjoining the property referred to in this application.

At all times from and following the filing of the application in this proceeding for the settlement of boundaries, Mrs. Edith L. Sinclair acted as Clerk and Stenographer; Mr. John V. Cockett served as Hawaiian Interpreter, and Mr. Henry Silva as Portuguese Interpreter.

Present on the day set for hearing, to-wit, the 10th day of August, 1931: The Territory of Hawaii by Messrs. Smith, Warren, Stanley and Vitousek, Attorneys; Mr. E.R. Bevins, Attorney, specially appeared for Mr. J.V. Marciel, one of the Trustees of the Estate of Augustine Enos, Deceased, and Mr. H.W. Rice. (From and after this date the Trustees of the Estate of Augustine Enos, Deceased, and Mr. H.W. Rice, were represented by Mr. Enos Vincent, Attorney. August, 1931. Mr. Vincent was on the Mainland), John Da Costa, John Santos Bras, Joe Santos Bras, Manuel R. Mendez, [page 507],

Manuel Mendez, J.J. Cova, M.J. Cova, and Antone De Costa by Mr. E.R. Bevins, Attorney, Mr. R.D. King, Surveyor of the Territory of Hawaii; Mr. J.H. Foss, Surveyor of Maui Agricultural Company, Limited; Mr. Erdmann Baldwin, Civil Engineer, of Maui Agricultural Company, Limited; Mr. Leslie J. Watson, Civil Engineer, of Alexander and Baldwin, Limited; Messrs. O.D. Lufkin, Joaquin Garcia and J.V. Marciel, Trustees of the Estate of Augustine Enos, Deceased; Messrs. H.W. Rice, John Dolim, A.K. Okamura, M.N. Calasa, John Santos Bras, M.R. Mendez, M.J. Cova, Manuel Castro, Antone De Costa, Frank Rodrigues, Isaac Daniel Iaea, Jr., Jos. M. Mitchell, J.J. Cova's son; Liliانا Kealoha and Georgina G. Castro, wife of Manuel Castro.

Commissioner:

The Commissioner is ready to proceed. There is on file an affidavit of publication from each of the news papers. I received a letter this morning from Mr. Jas. L. Coke, of Honolulu. It is dated August 8th, 1931, addressed to myself as Commissioner of Boundaries:

“My dear Mr. Commissioner. Referring to the Petition of the Territory for settlement of boundaries of Ahupuaa of West Kaupakulua hearing of which appears to be set at ten a.m., Monday the 10th day of August, I beg to advise that one of the respondents, to-wit, Mr. H. W. Rice, has employed me to represent him in the above proceeding as his attorney.

I just received a copy of the notice last night, and of course am not familiar with the questions at issue. It also happens that I am now engaged in the trial of a tax appeal matter which will perhaps not be concluded for two or three weeks to come. I would therefore ask in behalf of Mr. Rice that the hearing might, go over until some later date convenient to all, and that we be given a reasonable additional time to answer the petition.

I do not see how I can get away from here before the last of September, and perhaps if the case were continued until that time it would be satisfactory to everybody.

I am, very respectfully yours,
(Signed) James L. Coke.”

The Commissioner also received a letter from Mr. Penrose C. Morris, Attorney, of Honolulu, enclosing an answer of Mrs. Ida Lou Harris Collies, whom he represents. Omitting the title; it reads: [page 508]

“Answer of Mrs. Ida Lou Harris Collins,
To the Honorable D.H. Case, Commissioner of Boundaries, Second Judicial Circuit,
Territory of Hawaii.

Comes now Mrs. Ida Lou Harris Collins, and for answer to the application of the above named applicant herein filed respectfully represents and shows:

That the said Ida Lou Harris Collins is the owner of portion of the land included in the makai portion of the land the external boundaries whereof are sought to be determined by the proceedings herein, that is to say, the makai portion of Royal Patent, Land Commission Award 10476, Apana 6 to Namauu for Kekuanaoa;

That the portion of said land claimed to be owned by the said Ida Lou Harris Collins is such part of Grant 7231 to Sarah E. Harris, being Lot 30 of the Kuiaha-Kaupakulua Homestead, as is included within the external boundaries of said makai portion of Royal Patent 4490, Land Commission Award 10476 Apana 6;

That the said Ida Lou Harris Collins apart from the claim hereby made to such ownership does not claim to be interested except in an academic way as having a bearing upon the history of the title to the land so claimed by her, in the establishment of said external boundaries of Royal Patent 4490, Land Commission Award 10476, Apana 6.

Wherefore the said Ida Lou Harris Collins while not claiming to be interested in the establishment of the ancient boundaries of the land referred to in these proceedings save as aforesaid, prays that her rights of ownership in said lands under and by virtue of Grant 7231 be preserved, and that she may have such other and/or further order or orders, judgment, decree and relief in the premises as may be provided by law and/or in accordance with the practice of the Court.

And the said Ida Lou Harris Collins will ever pray.
Dated, Honolulu, Territory of Hawaii
31st day of July, 1931.

(Sgd) Ida Lou Harris Collins.

(Sgnd) P.C. Morris,
Attorney for said Ida Lou Harris Collins.
Territory Of Hawaii, Second Judicial Circuit, Territory Of Hawaii, SS

Ida Lou Harris Collins, being first duly sworn on oath deposes and says:

That she has read the foregoing answer and knows the contents thereof, that the same is true of her own knowledge.

(Sgd) Ida Lou Harris Collins.

Subscribed and sworn to before me this 31 day of July, 1931.

(Sgd) Sophie C. Davis, Notary Public, First Judicial Circuit, Territory of Hawaii
Seal

Received a copy of the above and foregoing answer this 31 day of July, 1931
(Sgnd) Smith, Warren, Stanley & Vitousek, Attorneys for Applicant.

Commissioner:

Hearing on this application and the taking of testimony, if any, will be had on Thursday, September 3rd, 1931, at 10:00 a.m. [page 500] here in the Court Room. If any owner or adjoining owner or person interested in any way should, for any reason, find it impossible to proceed at that time, please be sure to bring it to the attention of counsel on the other side so that witnesses will not be brought here and any unnecessary expense incurred. Notice at this time is given that the taking of testimony will be had on September 3rd 1931. The map will be spread out now, and any information that is available will be given you, and I know Mr. King will be glad to assist.

Mr. Vitousek:
I was wondering if the two Interpreters can remain and explain everything.

Commissioner:
Yes. Mr. Cockett and Mr. Silva will remain and explain things.

September 3rd, 1931.

Commissioner:

There is pending before the Commissioner of Boundaries the matter of the application of the Territory of Hawaii by, Robert D. King, Surveyor of the Territory of Hawaii, for a certificate of boundaries of the Ahupuaa of West Kaupakulua (consisting of two separate portions generally known as 'Makai' and 'Inland', in the District of Hamakualoa, Island of Maui.

Mr. Vincent: On behalf of the Trustees of the Estate of Augustine Enos I have filed an objection, omitting the caption, it reads:

"Objection to Hearing or Determining of Issues. Comes now C. D. Lufkin, Joaquin Garcia and J. V. Marciel, Trustees of the Estate of A. Enos, one of the owners of the property herein described in the petition in the above entitled cause, and object to any evidence being introduced in said cause or any hearing or determination of any of the issues in said cause on the ground that the Commissioner herein has no jurisdiction to hear or determine the issues herein in that no notice has been given to the owners or the adjoining owners of the property described in the petition herein in accordance with the provisions of Section 558 of the Revised Laws of the Territory of Hawaii. Dated this 3rd day of September, 1931.

(Sgd) Enos Vincent, Attorney for C. D. Lufkin, Joaquin Garcia and, J. V. Marciel, Trustees of the A. Enos, Estate."

Commissioner:

There being no objection by any interested party or parties present the boundary matter is continued until [page 510] Thursday, October 1st, 1931, at 10:00 a.m., in this Court Room. Mr. Cockett, please explain that in Hawaiian.

October 1st, 1931.

Commissioner:

The matter of establishing the boundaries of West Kaupakulua is set for today at 10:00 a.m.

Mr. Vincent:

In that matter I received a letter from Smith, Warren, Stanley and Vitousek, Attorneys, suggesting a continuance for four weeks and I have no objection; in fact I asked them to pass it. It seems that Mr. Coke is leaving for the Coast unexpectedly and will not return, for about a month, and we ask that it go over for about four weeks.

Commissioner:

As Commissioner of Boundaries - the application for the settlement of the boundaries of West Kaupakulua is continued from this date to Thursday, the 29th of October, 1931, at 10:00 a.m., here in the Court Room.

December 9th, 1931.

Commissioner:

Following several continuances argument was this day (Wednesday, December 9th, 1931), had on the 'Objection to Hearing or Determining of Issues' filed by Attorney E. Vincent on

behalf of C.D. Lufkin, Joaquin Garcia and J.V. Marciel, Trustees of the Augustine Enos Estate. Commissioner over-rules the Objection - holding that he has jurisdiction to hear and determine the issues in this proceeding.

All parties being agreeable thereof, and so requesting, this matter will be continued to January 13th, 1932. [page 511]

January 23rd, 1933.

Following numerous continuances, upon filing (by Messrs. Smith, Warren, Stanley & Vitousek) of "Motion for Commission to Take Deposition and Affidavit Supporting Same", the Commissioner this day signed the following:

"Order For Commission To Take Deposition. An application having been made by Motion of Robert D. King, Surveyor of the Territory of Hawaii, by his attorneys, supported by the Affidavit of R.A. Vitousek, asking for a Commission to take the Depositions of either Robert D. King or H.E. Newton, or both of them, both of Honolulu, City and County of Honolulu, Territory of Hawaii, and proof to the satisfaction of the above named boundary commissioner having been made that either Robert D. King or H.E. Newton, or both of them, are necessary and material witnesses on the hearing of the above named application, and that said Robert D. King and H.E. Newton are residents of said Honolulu, and other good cause appearing therefor,

It Is Hereby Ordered that a commission issue direct to the Honorable Harry Steiner, District Magistrate of the District Court of Honolulu, Territory of Hawaii, to examine upon oath and to take the testimony of either Robert D. King or H.E. Newton, or both of them, who reside in said Honolulu, as witnesses in support of the above entitled application.

Dated: Wailuku, Maui, Territory of Hawaii, January 23, 1933.

(Sgd) D.H. Case,
Commissioner of Boundaries of the Second Judicial Circuit Territory of Hawaii.

Approved and agreed to
(Sgd) Enos Vincent. Attorney for C.D. Lufkin, J. Garcia, J.V. Marciel, Trustees of the Estate of Augustine Enos, deceased, Harold W. Rice and Enos Vincent."

January 27th, 1933.

Commissioner:
Are you Gentlemen ready to proceed with the boundary matter?

Mr. Vitousek:
In this Boundary Matter the Commissioner will recall, when we were all looking over the maps, that one – John Dolim – made an objection to Course 11, and the parties conceded his contention was correct, and, I understand, it' will be taken up in the sealed deposition which I now hand the Commissioner.

(Commissioner hands papers to Clerk - directing him to read same)

The Clerk - reading: "Honolulu, Territory of Hawaii, January 26th, 1933.

The Honorable D. H. Case, Commissioner of Boundaries, Second Judicial [page 512] Circuit, Territory of Hawaii:

Dear Sirs:

Enclosed please find Commission to take the Deposition of Robert D. King, in the matter of the Application of the Territory of Hawaii by Robert D. King, Surveyor of the Territory of Hawaii, for a Certificate of boundaries of the Ahupuaa of West Kaupakulua (consisting of two separate portions generally known as "Makai" and "Inland"), in the District of Hamakualoa, Island of Maui, together with the Deposition of Robert D. King and also Exhibit "A", concerning Publisher's affidavit as regards certain unsurveyed Ahupuaas, etc. Trusting that this will reach you in time,

I remain, Yours respectfully,
(Sgd) Harry Steiner."

"Deposition of Robert D. King. Robert D. King being first sworn by Honorable Harry Steiner, District Magistrate in and for the District of Honolulu, to tell the truth, the whole truth and nothing but the truth in the above matter in response to interrogatories propounded to him testified as follows:

Mr. Vitousek: Your name is Robert D. King?

Witness: Yes sir.

Q: And you are Surveyor of the Territory of Hawaii?

A: Yes sir.

Q: When were you appointed?

A: July 15, 1929.

Q: And qualified the same way?

A: Yes sir.

Q: Then ever since that date you have been a duly qualified and acting Surveyor of the Territory of Hawaii?

A: Yes sir.

Q: you were the applicant on behalf of the Territory of Hawaii in the above application in the matter of the application of the Territory for a certificate of boundaries of the Ahupuaa of West Kaupakulua?

A: Yes sir.

Q: Where is the Ahupuaa of West Kaupakulua situated?

A: In the District of Hamakua on the Island of Maui.

Q: How was it awarded - by name or description?

A: By name.

Q: To whom was it awarded, the award number and patent number?

A: It was awarded under Land Commission Award 10474, Apana 6, to Namaau; Royal Patent 4490 by name only.

Q: Are you familiar with the provisions of law relating to determining the descriptions of Ahupuaas, Iliainas and Leles? [page 513]

A: Yes sir. You mean the Special Acts?

Q: The Special Acts - yes -relative to publishing notice, etc.

A: Yes sir.

Q: You have charge, do you, as Surveyor of the Territory of Hawaii, of the records of the Survey Office?

A: Yes sir.

Q: They disclose actions taken by your predecessor in office?

A: Yes sir.

Q: Who was he?

A: Walter E. Wall.

Q: Can you state whether or not from your records prior to July 1, 1925, the Survey Office of the Territory prepared a list of all the Ahupuaas, Iliainas and Leles within the said Territory of which there had been no legal descriptions by survey determined by metes and bounds?

A: Yes sir.

Q: Can you state whether or not that list included the Award you have previously referred to as the land of West Kaupakulua?

A: It does.

Q: Upon completion of the list was that list published?

A: It was.

Q: In what newspaper?

A: In the *Honolulu Star-Bulletin*.

Q: And for how long a period of time?

A: Four published notices, including the dates of June 12th, 19th, 26th and July 3rd, 1924.

Q: Did that notice in response to the provisions of the Statute provide that unless the unsurveyed lands had their boundaries properly and legally determined prior to July 1st, 1925, the Territory would proceed to have such boundaries adjudicated? Did it contain a notice to the owners to that effect?

A: Yes sir.

Q: Have you a copy of the notice as it was published? [page 514]

A: Yes sir.

Q: Will you kindly produce it and I will ask that the Court mark it for identification?

(Witness produced notice, which was marked "Exhibit A" for identification)

Mr. Vitousek: This notice which I show you and which has been marked by the Court as Exhibit A for identification has attached to it a publisher's affidavit, has it not, showing when it was published.

A: Yes sir.

Q: And this is an exact copy of the notice as published?

A: Yes.

Q: And has a certificate by you as surveyor on the back of the he notice?

A: To that effect - yes.

Q: The signature to that certificate is your signature?

A: Yes sir.

Q: Have the owners of the Ahupuaas of West Kaupakulua, being the Ahupuaa you previously referred to, ever had the boundaries properly or legally determined, or determined at all in the manner provided by law?

A: To the best of my knowledge and belief no.

Q: In this notice we referred to as being Exhibit A for identification, this one of the Ahupuaas on the Island of Maui called Kaupakulua Komohana, is that the Ahupuaa you refer to?

A: Yes, Komohana is the Hawaiian word for West.

Q: So this Ahupuaa Kaupakulua Komohana is the same Ahupuaa referred to in these proceedings?

A: Yes sir.

Q: What Ahupuaas bound and adjoin the Ahupuaa of West Kaupakulua?

A: *The Ahupuaa of East Kaupakulua, the Ahupuaa of Haiku, the Ahupuaa of Pauwela, the Ahupuaa of West Kuiaha and the Ahupuaa of East Kuiaha.*

Q: According to the description placed in the application which you signed there were two portions of the Ahupuaa of West Kaupakulua, is that right? [page 515]

A: Yes.

Q: The makai portion and the inland portion?

A: Yes sir.

Q: There has been one hearing on this matter before the Boundary Commissioner, at Wailuku, has there not?

A: Yes sir.

Q: Which you attended in person?

A: Yes sir.

Q: At that hearing a man by the name of Dolim – John Dolim – appeared, do you recall that?

A: Yes sir.

Q: And made complaint with regard to Course 11 of the Inland Portion as appearing in the description, and that was changed in Court, or agreed to be changed - it was considered that he was correct, do you recall that?

A: Yes. It was agreed that he was correct.

Q: Now, except for Course 11 in the description of the Inland Portion of West Kaupakulua, what do you believe as to the rest of the description contained in the application, and the map accompanying same - does it contain a true and correct description of these two Portions of the Ahupuaa of West Kaupakulua?

A: Yes sir.

Q: Have you got the changes to be made in Course 11?

A: Yes sir.

Q: Will you kindly give those, that is, Course 11 of the description of the Inland Portion?

A: The survey description of that Portion of the Boundary of West Kaupakulua, as described in Course 11 of said description, should be changed from—

347° 08' 21" 3062.71 feet, and in its place should be substituted two (2) Courses

11A and 11B, to read respectively "11-A long East Kaupakulua (Grant 771 to Hikiau), along the Eastern pali of Awalau ravine to a concrete [page 516] monument, the direct azimuth and distance being 339° 12' 44" 1644.31 feet; and 11-B along East Kaupakulua (Grant 771 to Hikiau), along the Eastern pali of Awalua Ravine to a concrete monument, the direct azimuth and distance being 356° 17' 28" 1451.95 feet, the said monument being 239° 03' 07" 1093.76 feet from E.M.I. Co., Trig. Station 'Howell' whose coordinates are 12973.3 feet S., 3378.6 feet West referred to Government Survey Trig, Station "Kapuai."

(Sgd) Robert D. King."

**Certificate
Territory Of Hawaii, City And County Of Honolulu: ss.**

I, Harry Steiner, hereby certify that I am a District Magistrate in and for the District of Honolulu, Island of Oahu, Territory of Hawaii; that pursuant to a commission issued by Honorable D.H. Case, Boundary Commissioner in and for the Second Judicial Circuit of the Territory, of Hawaii, under date of January 23rd, 1933, in that certain matter therein, pending, to wit:

In the Matter of the Application of the Territory of Hawaii by Robert D. King, Surveyor of the Territory of Hawaii, for a Certificate of Boundaries of the Ahupuaa of West Kaupakulua, (consisting of two separate portions generally known as 'Makai' and 'Inland'), in the District of Hamakualoa, Island of Maui, I caused to be taken before me the deposition of Robert D. King, and I certify that the foregoing examination, consisting of questions propounded to said Robert D. King and his answers thereto, was taken by me on the 25th day of January, 1933, was thereafter reduced to writing, and by the said witness was subscribed and sworn to before me this 26th day of January, 1933.

(Sgd.) Harry Steiner

District Magistrate in and for the District of Honolulu, Island of Oahu
Territory of Hawaii, and Commissioner to take the Deposition of Robert D. King.

Mr. Vitousek: I would like to offer 'Exhibit A' for identification which was mentioned in the deposition.

Commissioner: It is allowed.

Mr. Vitousek: I ask that Mr. Foss be called. [page 517]

Examination of J.H. Foss

(J.H. Foss sworn by Commissioner)

Mr. Vitousek: Your name is J.H. Foss - is it not?

A: It is.

Q: You are a surveyor.

A: Yes.

Q: And, among other things, an engineer.

A: I am.

Q: You were present in Court' here at the last hearing - were you not?

A: I was .

Q: When Mr. Dolim raised objection to the proceedings, or to certain lines?

A: Yes.

Q: And you offered to re-survey the lands again and in the manner suggested by Mr. Dolim, and agreed to by Mr. King?

A: I did.

Q: Was that done?

A: It was. Yes.

Q: And you heard the testimony of Mr. King changing to Courses 11A and 11-H?

A: I heard it.

Q: And is that correct according to your survey?

A: It is correct.

Q: And does that meet with the approval of Mr. Dolim?

A: I understand that it does.

Q: The original survey, which was the basis of these proceedings, and the description used in the petition and the first map were prepared under your supervision?

A: They were.

Q: And, to the best of your knowledge and belief, if is correct "showing the boundaries of the Ahupuaa of West Kaupakulua?

A: Yes. [page 518]

Q: In the application, which was filed by the firm of which I am a member, in paragraph 5, it recites: "That the owners of the lands adjoining the said Ahupuaa of West Kaupakulua, together with their addresses, all to the best of Petitioner's knowledge and belief, are set forth therein": I will show you that and ask you if those, are the owners of the adjoining lands to the best of your knowledge?

(Hands witness papers)

A: They are.

Q: In paragraph 7 of the application there are set forth the names of the owners, and correct addresses, of the Inland Portion of the Ahupuaa of West Kaupakulua - are the allegations in that true to the best of your knowledge and belief?

A: They are.

Q: And paragraph 8 of the application sets forth the names, and addresses, of the owners of the Makai Portion - are the allegations therein true to the best of your knowledge and belief?

A: They are.

Q: You secured that information for me - did you not?

A: I did.

Q: And you made a search of all available sources on Maui, and elsewhere, to get them?

A: Yes.

Q: And you consider it is the best information obtainable – do you?

A: I consider it the best information obtainable.

Mr. Vitousek: If the Court please - Mr. Foss has prepared a corrected map which changes Course 11 to Course 11-A and Course 11-B and which we offer and file with the Commissioner in place of the original map. [page 519]

Commissioner: It is allowed.

Mr. Vitousek: Any questions?

Mr. Vincent: No questions.

Mr. Vitousek: Mr. Vincent represents the parties who appeared earlier in this matter. The Commissioner will recall that Mr. Lufkin, Mr. Marciel and Mr. Garcia, Trustees of the Enos Estate, and Mr. Rice asked for time for Mr. Vincent, who is their attorney, to return; he was away at that time.

Commissioner: In the Matter of the Application of the Territory of Hawaii by Robert D. King, Surveyor of the Territory of Hawaii, for a Certificate of Boundaries of the Ahupuaas of West Kaupakulua, (consisting of two separate Portions generally known as "Makai" and "Inland"), in the District of Hamakualoa, Island of Maui the Commissioner finds that the boundaries as claimed by the Applicant, with slight modifications, (and which modifications have been noted on the map), are the true boundaries of the lands whose boundaries are sought to be determined, and certificate will be signed accordingly. [page 520]

**Certificate of Boundaries No. 232, Second Judicial Circuit, Territory of Hawaii.
Ahupuaa of West Kaupakulua, District of Hamakualoa, Maui, Territory of Hawaii
Boundary Commission, Second Judicial Circuit, Territory of Hawaii.**

In the Matter of the Application of the Territory of Hawaii By Robert D. King, Surveyor of the Territory of Hawaii, for a Certificate of Boundaries of the Ahupuaa of West Kaupakulua, (consisting of two separate portions generally known as "Makai" and "Inland"), in the District of Hamakualoa, Island of Maui,
Petitioner

An application by the Territory of Hawaii by Robert D. King, Territorial Surveyor, to decide and certify the boundaries of the Ahupuaa of West Kaupakulua (consisting of two separate portions generally known as "Makai" and "Inland") having been filed with me on the 9th day of July, 1931, in accordance with the provisions of Chapters 42 and 43 of the Revised Laws of Hawaii, 1925, relating to the settlement of boundaries; [Page 521]

Now, therefore, due notice of the time and place of hearing said application having been given and all testimony offered in reference to the said boundaries having been duly received and heard, (as more fully appears in the records of the Boundary Commission of the Second Judicial Circuit, Territory of Hawaii, in Boundary Commissioner's Book No. 3, on pages 496 to 520, inclusive), and in accordance with the decision heretofore rendered I find and certify the true and lawful boundaries of the "Makai" Portion and of the "Inland" Portion of the Ahupuaa of West Kaupakulua, the same being connected by co-ordinates to the Government Survey Triangulation System, to be as follows:

"Makai Portion" of West Kaupakulua, Hamakualoa, Maui. All that certain portion of Royal Patent 4490, Land Commission Award 10474, Apana 6, to Namauu no Kekuanaoa, known as the "Makai Portion."

Beginning at a point on the sea pali known as Kapuaiaaka, which marks the boundary between East Kuiaha and West Kaupakulua at the sea, the said point being 217° 43' 58" (true azimuth) 377.59 feet from E.M.I. Co. Trig. Station "Paehala" on the Western pali of "Paehala" ravine, about 175 feet from the sea pali, whose coordinates are 12869.6 feet North, 9877.1 feet West, referred to Government Survey Trig. Station "Kapuai" and running by true azimuths from said point of beginning:

1. Along sea pali to a point which marks the boundary between East and West Kaupakulua, the direct azimuth and distance being 247° 41' 25" 1396.84 feet
2. 3° 15' 1613.7 feet along Kula along East Kaupakulua (Grant 771 to Hikiau) to a point on the Western pali of Kolealea ravine;
3. 356° 35' 2838.0 feet along Western pali of Kolealea ravine and along Kula along East Kaupakulua;
4. 345° 15' 765.6 feet along Kula along East Kaupakulua, to a point on the Western pali of Kolealea ravine, mauka of former Government Road;
5. 327° 45' 1439.5 feet across Kolealea ravine along East Kaupakulua to a point on the Eastern pali of the same; [page 522]
6. 355° 35' 957.0 feet recrossing same along East Kaupakulua to a point on the Western Pali of Kolealea ravine, makai of present Government Road to Huelo;
7. 6° 35' 930.6 feet along Kula along East Kaupakulua to the extreme Southerly end of the "Makai" Portion of West Kaupakulua at the junction of East Kuiaha and East Kaupakulua, the said point being 325° 23' 35" 523.23 feet from E.M.I. Co. Trig. Station "Kahipe" which is on the East side of the former Haiku-Huelo Government Road and about 1004 feet mauka of the intersection of present and former Haiku-Huelo Government Roads, and whose coordinates are 5850.3 feet North, 7644.3 feet West, referred to Government Trig. Station "Kapuai";
8. 160° 05' 931.9 feet along Kula, along last Kuiaha (Grant 383 to R. Armstrong);
9. 155° 20' 1567.5 feet along Kula, along East Kuiaha;
10. 148° 35' 132.0 feet along Kula, along East Kuiaha to a point on the Eastern pali of Kuponamoā ravine;
11. 118° 35' 843.5 feet along Kuponamoā ravine, along Kula along East Kuiaha;
12. 166° 35' 2317.9 feet along Kula, along East Kuiaha;
13. 162° 35' 792.0 feet along Kula, along East Kuiaha;
14. 187° 35' 470.0 feet along Kula and down Western slope of Paehala ravine to the center of stream along East Kuiaha; thence

15. Down center of stream along East Kuiaha to the point of beginning, the direct azimuth and distance being 187° 35' 1470.0 feet.

Containing an Area of 183.8 acres, a little more or less. [page 523]

“Inland Portion” of West Kaupakulua, Hamakua, Maui.

All that portion of Royal Patent 4490, Land Commission Award 10474, Apana 6 to Namauu no Kekuaanoa known as the “Inland Portion” situated in Kaupakulua, Hamakualoa, Maui, and bounded and described as follows:

Beginning at the iron rail which marks the Northeast corner of this land and is about 1000.0 feet North of the Junction of Kaupakulua and Peahi-Makawao Roads, the true azimuth and distance being 233° 29' 46" 1063.24 feet from E.M.I. Co. Trig Station “Aheong” near the makai boundary of this land and whose coordinates are 4093.6 feet S., 7375.8 feet West referred to Government Survey Trig. Station “Kapuai” and running by true azimuths:

1. 332° 30' 1947.0 feet along East Kapakulua [Kaupakulua] (Grant 771 to Hikiau) along Kula along Western side of Kaupakulua Road crossing Peahi-Makawao Road at about 1025.0 feet;
2. 353° 30' 340.6 feet along East Kaupakulua (Grant 771 to Hikiau) along Kula;
3. 324° 30' 396.0 feet along same to a point in road to Kailiili;
4. 317° 30' 264.0 feet along same;
5. 346° 30' 528.0 feet along same;
6. 341° 30' 592.0 feet along same;
7. 321° 30' 52.8 feet along same;
8. 356° 30' 114.2 feet along same;
9. 351° 30' 215.2 feet along same;
10. 319° 15' 2558.8 feet along same across Awalau ravine to a concrete monument on a prominent spur on the Eastern side of said ravine, the true azimuth and distance being 205° 21' 57" 889.67 feet from E.M.I. Co. Trig. Station “Kaahiki” on the Western pali of said ravine whose coordinates are 10228.9 feet S., 3503.4 feet West referred to Government Survey Trig. Station “Kapuai”, thence
- 11A. Along East Kaupakulua (Grant 771 to Hikiau), along the Eastern pali of Awalau ravine to a concrete monument, the direct azimuth and distance being 339° 12' 44" 1644.31 feet;
- 11B. Along East Kaupakulua (Grant 771 to Hikiau), along the Eastern pali of Awalau ravine to a concrete monument, the direct azimuth and distance being 356° 07' 28" 1451.95 feet, the said monument being 239° 03' 17" 1093.76 feet from E.M.I. Co. Trig. Station “Howell”

whose coordinates are 12973.3 feet S., 3378.6 feet West referred to Government Survey Trig. Station "Kapuai"; [page 524]

12. Along same to concrete monument the direct azimuth and distance being $350^{\circ} 52' 02''$ 1931.86 feet, the same monument being $172^{\circ} 33' 59''$ 1048.1 feet from E.M.I. Co., Trig. Station "Chandler" whose coordinates are 15357.5 feet S., 1998.3 feet West referred to Government Survey Trig. Station "Kapuai";

13. Along same along the Eastern pali of Awalau ravine to a concrete monument, the direct azimuth and distance being $325^{\circ} 37' 15''$ 2945.86 feet, the said monument being $340^{\circ} 33'$ 538.0 feet from E.M.I. Co. Trig. Station "Maalo" which is on the Eastern pali of Kolealea ravine and whose coordinates are 16242.2 feet S., 649.6 feet West referred to Government Survey Trig. Station "Kapuai";

14. Along the Eastern pali of Awalau ravine to a concrete monument, the direct azimuth and distance being $312^{\circ} 10' 06''$ 3091.37 feet;

15. $350^{\circ} 12' 12''$ 1055.6 feet along East Kaupakulua (Grant 771 to Hikiau), across Awalau ravine to a concrete monument on the Western pali of Kawaiahole ravine the said monument marking the Southern extremity of this land and the traverse being $1. 17^{\circ} 00' 40''$ 1331.4 feet; $2. 39^{\circ} 30'$ 495.0 feet from E.M.I. Co. Trig. Station "Puu" whose co-ordinates are 18209.9 feet S. 2704.7 feet East referred to Government Survey Trig. Station "Kapuai";

16. $99^{\circ} 45'$ 349.8 feet along Haiku-uka, Grant 182 to Kekuaaoa, (Guardian of V. Kamamalu);

17. $29^{\circ} 45'$ 105.6 feet along same;

18. $82^{\circ} 45'$ 149.8 feet along same;

19. $97^{\circ} 45'$ 132.0 feet along same;

20. $121^{\circ} 45'$ 95.0 feet along same;

21. $138^{\circ} 45'$ 217.8 feet along same;

22. $135^{\circ} 45'$ 174.2 feet along same;

23. $131^{\circ} 45'$ 132.0 feet along same;

24. $166^{\circ} 45'$ 39.6 feet along same;

25. $143^{\circ} 45'$ 66.0 feet along same;

26. $134^{\circ} 15'$ 161.0 feet along same;

27. $152^{\circ} 45'$ 97.7 feet along same; [page 525]

28. $135^{\circ} 45'$ 66.0 feet along same;

29. 123° 45' 108.9 feet along same;
30. 150° 45' 186.1 feet along same;
31. 115° 45' 159.7 feet along same;
32. 111° 45' 264.0 feet along same;
33. 131° 45' 229.0 feet along same;
34. 140° 15' 201.3 feet along same;
35. 149° 15' 153.1 feet along same;
36. 164° 15' 68.6 feet along same;
37. 170° 15' 213.2 feet along same;
38. 119° 45' 254.1 feet along same;
39. 144° 45' 90.4 feet along same;
40. 124° 45' 97.7 feet along same;
41. 134° 15' 114.8 feet along same;
42. 185° 15' 66.0 feet along same;
43. 170° 45' 93.7 feet along same;
44. 166° 15' 199.3 feet along same;
45. 153° 45' 211.9 feet along same;
46. 165° 45' 179.5 feet along same;
47. 151° 15' 348.5 feet along same to a concrete monument which marks the boundary between Grants 176 and 182, the said monument being 210° 44' 45" 750.0 feet from E.M.I. Co., Trig. Station "Kolealea" whose coordinates are 17316.4 feet S., 1558.5 feet West referred to Government Survey Trig. Station "Kapuai";
48. 122° 15' 161.7 feet along Grant 176 to R. Armstrong;
49. 144° 15' 150.5 feet along same;
50. 128° 15' 264.0 feet along same;
51. 168° 15' 427.0 feet along same;

52. 140° 15' 633.6 feet along same to a concrete monument the true azimuth and distance being 69° 43' 56" 107.56 feet from E.M.I. Co. Trig. Station "Chandler" on the Western pali of Awalau ravine, and whose coordinates are 15,357.5 feet S., 1998.3 feet West referred to Government Survey Trig. Station "Kapuai"; [page 526]

53. 147° 45' 1366.2 feet along same;

54. 159° 15' 637.6 feet along same;

55. 166° 15' 1252.7 feet along same, to a concrete monument the true azimuth and distance being 182° 47' 47" 547.69 feet from E.M.I. Co. Trig. Station "Howell" whose coordinates are 12973.3 feet S., 3378.6 feet West referred to Government Survey Trig. Station "Kapuai";

56. 158° 15' 1980.0 feet along same;

57. 160° 00' 58" 632.65 feet along same, to a concrete monument which marks the Northeastern corner of Haiku-uka Grant 176 to R. Armstrong, the true azimuth and distance to the said monument being 106° 29' 832.55 feet from E.M.I. Co. Trig. Station "Kaahiki" on the Western Pali of Awalau ravine, whose coordinates are 10,228.9 feet S., 3503.4 feet West referred to Government Survey Trig. Station "Kapuai";

58. 90° 21' 50" 2969.15 feet along Grant 176 to a concrete monument, on the Western side of Grove Ranch pineapple fields, the true azimuth and distance being 126° 22' 614.5 feet from E.M.I. Co., Trig. Station "Akane" whose co-ordinates are 10,338.2 feet S., 6776.1 feet West referred to Government Survey Trig. Station "Kapuai";

59. 90° 22' 185.0 feet along Grant 176 to a point on the Easterly edge of Huluhulunui Gulch (also known as Hano Gulch) which point marks the boundary between Grants 183 & 176, thence;

60. Along the Easterly edge of said Gulch, along Grant 183 to a point the direct azimuth and distance being 149° 20' 932.3 feet thence;

61. Along said Easterly edge, along Grant 183 to a point, the direct azimuth and distance being 165° 35' 410.3 feet, thence;

62. Along said Easterly edge, along Grant 183 to a point, the direct azimuth and distance being 190° 51' 547.7 feet, thence;

63. Along same to a point, the direct azimuth and distance being 256° 45' 613.0 feet, thence

64. Along same to a point in Kuiaha Road, the direct azimuth and distance being 17244' 30" 1686.6 feet; [page 527]

65. 156° 13' 346.7 feet along Kuiaha Road;

66. 152° 38' 326.7 feet along same;

67. 151° 32' 404.9 feet along same;

- 68. 116° 51' 17.7 feet along same to the fence on West side of the road;
- 69. 119° 57' 124.8 feet along same to an iron rail marking the corner of Grant 217 to W. L. Lee on the Eastern side, the coordinates of the said rail being 5388.3 feet S., 8153.8 feet West referred to Government Survey Trig. Station "Kapuai";
- 70. 208° 52' 30" 291.5 feet along Grant 217 to W.L. Lee;
- 71. 226° 09' 220.4 feet along same;
- 72. 193° 39' 259.4 feet along same;
- 73. 203° 24' 291.7 feet along same;
- 74. 210° 24' 334.0 feet along same;
- 75. 238° 24' 566.1 feet along same, to the boundary of Grants 217 to W.L. Lee and 383 to R. Armstrong on the Eastern side;
- 76. 219° 34' 355.1 feet along Grant 383 to R. Armstrong crossing East Kuiaha Gulch;
- 77. 243° 09' 312.2 feet along same to the point of beginning.
Containing an Area of 645.8 Acres.

In witness whereof I have hereunto set my hand at Wailuku, Maui,
Territory of Hawaii, this 9th day of June, A.D., 1933.

D.H. Case,
Commissioner of Boundaries' Second Judicial Circuit, Territory of Hawaii.

[Certificate No. 232. West Kaupakulua Ahupuaa, Hamakualoa District. Makai Portion, 183.8 acres; Inland Portion, 645.8 acres.]

‘Ōpana Ahupua‘a

In the Māhele ‘Āina, the ahupua‘a of ‘Ōpana was awarded to William Harbottle by Land Commission Award, Helu 2973 Apana 7, Royal Patent Helu 7030. In 1877, the Boundary Commission issued a certificate on the boundaries (No. 32) but left some questions on the upland area that was later identified as “Opana Uka.” Subsequently, in 1924, the Boundary Commission issued a judgement on the boundaries of ‘Ōpana Uka, which matched the 1,438 acres cited in the original award and survey.

One interesting statement made during the 1877 testimony of an elder kama‘āina by the name of Puu, described the water following in the gulch between ‘Ōpana and Pe‘ahi —

“O ka wai no Opana, maloo no Peahi, oia wale iho la no ka‘u wahi ike.”
(*The water is for Opana, Peahi is dry, that is all that I know.*)

During the proceedings, the shared boundary with Pe‘ahi and other ahupua‘a was described, and other details such as kama‘āina, place names, and features were recorded.

Kamaaina:

- Kahooohanohano, Kapua, Kupele & Puu

Features:

- Alanui Aupuni
- Auwai
- Awawa
- Grave yard of Kahooohanohano (Hooohanohano)
- Kahawai
- Koa trees
- Kopiko trees
- Kukui trees
- Kuleana & Grant Lands

In some of the proceedings, only Hawaiian texts were recorded, and for ‘Ōpana, these are cited in their entirety below. The English translations, or a synthesis of the original texts, were prepared by Kepā Maly and follow the Hawaiian narratives as indented paragraphs below the original Hawaiian texts.

**Opana Ahupuaa
District of Hamakualoa, Island of Maui
Boundary Commission, Volume No. 1:101-104)**

**Keena Kiaaina o Maui,
Lahaina June 15, 1875
[Boundary Certificate] No. 32**

Hooponopono ana i na palena o ke Ahupuaa o Opana ma Hamakualoa, Maui.

Ma ka la 13 o Feb. A.D.1877, ua waiho mai o S. B. Dole Esq. no Ailaisha Harbottle i kana palapala noi i ke Komisina Palena Aina o Maui, no ka hooponopono ana i na palena o ke Ahupuaa o Opana, Hamakualoa.

Ma ka la 30 o Mei, 1877, ua noho ka Aha a ke Komisina ma Wailuku e hoolohe no ke noi maluna'e.

Kapua. Hoike, Hoohikiia a olelo mai.

O Kapua Ko'u inoa. Noho au ma Hamakualoa. Ua ike au i na palena o "Opana." Hoomaka ma kahi e pili ana me Keaaula ma kahawai o "Pualau," mai laila mai holo a "Puuopunalua" e pili la no me Keaaula holo mai a ka pali a iho i ke kahawai o "Manohae." Holo mai a Huleilei makai o ke Alanui Aupuni, holo mai a ka puu o "KapoeoKamehameha" [Ka puai o Kamehameha] oia hoi a "Kapuai;" holo aku ma ka hale o Kahooohanohano. Holo loa aku a Kahawai (Hoi hou makai) ma kekahi aoao.

"(Hoomaka ma kahi e pili ana me Kaalaea)"

Hoomaka ma ka pali o Pohina, holo aku a ka hulei o "Haleoaka," holo aku a ke Ahua o "Auwaiohoku," holo hou aku a pili i "Kuloli," alaila holo aoao aku a ke Kahawai o "Manohae," pii hou a "Ulumalu," holo ma ka honua a ke Alanui Aupuni, holo aku no a "Pahuauki," holo aku no a "Kalakohe" a hiki i "Kalonokiha," e pili la no me Ulumalu a hiki i ke ahua o "Puhaehae," a mauka mai o "Kaupakulua" holo hou a kahawai o "Kaolokea," oia iho la no ka'u wahi ike i kuhikuhi ai ia Baraunu.

[Translation]

Kapua. Witness, Sworn and stated:

My name is Kapua. I live at Hamakualoa. I know the boundaries of "Opana." Begin at the place where it joins Keaaula at the stream gulch of "Pualau," from there got to "Puuopunalua" adjoining Keaaula and go to the cliff that descends o the stream of "Manohae." Then go to Huleilei, below the Government road; then got to the hill [Kapuai o Kamehameha], which is also "Kapuai;" then fo to the house of Kahooohanohano. Then follow the length of the Kahawai (Returning shoreward) along one boundary.

"(Begin at the place adjoining Kaalaea)"

Begin at the cliff of Pohina, and continue to "Haleoaka." Then to the Ahua o "Auwaiohoku," the go again close to "Kuloli," then go along the Kahawai of "Manohae." Then ascend along Ulumalu, to the bench land where the Government Road is, and then go to "Pahuauki," then go to "Kalakohe" until you reach "Kalonokiha," adjoining Ulumalu to the hillock of "Puhaehae." And upland to Kaupakulua. Go along the kahawai of "Kaolokea." Those are the places that I showed and pointed out to Brown.

Puu. Hoike, Hoohikiia a olelo mai.

O Puu ko'u inoa. Ua ike no au i na palena o Opana mai Lonookiha aku a hiki i Puhaehae, he kahawai ia, holo a ke awawa o Waiololi a kie i ka pali o Kaolokea ma ke kumu Koa a hiki i Kahawai. O ka wai no Opana, maloo no Peahi, oia wale iho la no ka'u wahi ike.

[Translation]

Puu. Witness, Sworn and stated:

My name is Puu. I know the boundaries of Opana from Lonoakiha to Puhaehae, it is a kahawai, running to the gulch of Waiololi, and looking to the pali of Kaolokea and the Koa tree(s), to the kahawai. The water is for Opanan, and Peahi is dry. That is what little I know.

Kupele. Hoike, Hoohikiia a olelo mai.

O Kupele ko'u inoa. Ua ike au i na palena o Opana. Hoomaka me ka pili ana me "Kaalaea," ma ka pali o Pohina a Kahaleoaka holo a Auwaiohoku a hiki i Nounouea [?] a hiki i Kuloli me ka huli malalo, mai Kuloli kau ma ka pali o [page 101] Manohae. a hiki i ka pali o Waipalani, holo aku ma ka honua a pili me ka puu o "Kapuai" a hiki i kahawai, holo aku no a Nawahinekiihelei, holo aku a Pahuauki, holo aku no a Lepelepeonohina a hiki i Kalakohe. Holo pololei aku a Puuiki a hiki i Lonoakiha, a hiki i Puhaehae a hiki i ke kahawai o Waiololi a hiki i Pupuaholewa hui me kahawai ma nae, alaila pili mai o Haiku mauka, oia ka'u ike.

Olelo Hoakaka. Ma keia hihia, ua kokua pu mai o William Alexander (Ana Aina Aupuni) i ka hoike ana i na palena maluna o ke kii o ka aina i Kahaia 2. A i keia manawa e hooponopono nei keia aina, ua lilo i ke kuaia ia William H. Bailey.

A ke hoopono nei au i ke ana a J. F. Brown i hoikeia malalo iho.

[Translation]

Kupele. Witness, Sworn and stated:

Kupele is my name. I know the boundaries of Opana. Begin at "Kaalaea," on the pali of Pohina and Kahaleoala, going to Auwaiohoku until Nounouea [?] reaching Kuloli and the bench land below. From Kuloli go on the pali of Manohae. Then to the pali of Waipalani. Go again along the bench land adjoining the hill of "Kapuai" to the kahawai. Then go to Nawahinekiihelei, and then go to Pahuauki; go on to Lepelepeonohina until reaching Kalakohe. Run straight to Puuiki and to Lonoakiha, to Puhaehae to the stream of Waiololi; until reaching where Pupuaholewa joins the kahawai. That is where it joins upland Haiku. that is what I know.

Clarification. As a result of this complication, William Alexander (Government Surveyor) helped the witness with the above boundaries on the 2nd map that was drawn. And at this time of settling the lands, it has been purchased by William H. Bailey.

I approve the survey of J. F. Brown as shown below.

Notes of a Survey of Opana in Hamakualoa, Maui.

Beginning at a concrete post marked + at the top of a high bluff at sea from which point the Govt Survey Station on Kuloli hill bears S 7° 24' E (true) (true bearing), Kahakuloa Bluff signal N 72° 7' W (true) and *an old grave stone on Opana* S 28° 59' (true) distant 683 ft; thence the boundary runs: S 8° 15' E, S 1° 46' W (true) 2782.6 along Kaalaea to two triangular pits cut in the ground thus [two triangles pointing one another]; S 19° 15' E, S 9° 19' East (true) 1885; S 15° 30' E; S 5° 4' E (true) 1692.9 along Kaalaea S 1° 30' W; S 11° 38' W (true) 546.5 along Kaalaea; S 37° 30' W 26 feet along Kaalaea to the mauka junction of Kaalaea and Opana marked [two triangles pointing one another]; S 17° E 551.4 ft S 17° E 2175 to a point on W slope of Kuloli Hill; S 13° 4' E 1353.7 to a point on N side of small ravine at a rock mark[ed] X,

S 53 ½° E 1174.8;
S 32° E 1086.4 to a Hala tree marked X in small ravine;
S 27° W 333.3;
S 16 ½° E 664.6 at 550 feet crossing Govt Road on N side of which is a rock marked +;
S 45° E 1607.1;
S 45° E 782.1 along base of Puu Kapuai;
S 47° E 175.6;
S 35 ½° E 168.3;
S 10 ½° 196.7;
S 39 ¼° E 147.8;
S 5 ¼° E 141.2;
S 40 ¼° E 293.7;
S 25° W 264;
S 14° E 128;
S 3 ¾° W 244.2;
S 34 ½° W 115.5 along East bank ravine Papalahomoe;
S 22 ½° W 101 “
S 27° W 187.4 “
S 25 ½° E 122.8 “ [page 102]
S 36° ¾ E 153.1;
S 40° E 365.6;
S 31° 1/2 W 487.1;
S 36° 1/2 W 184.1;
S 13° 1/2 W 106.3;
S 23° W 216.5;
S 12° E 320.1;
S 29° 1/2 E 225.7;
S 5° 1/2 E 202.6;
S 1° 1/2 W 811.1;
S 13° 1/2 W 1720.6;
S 22° E 496.3;
S 17° 1/2 E 990 to a place called Kalakohe;
S 29° 1/2 E 1578.1 along east bank Palama ravine;
S. 161/2° W 312.2;
S 24° E 794;
S 16 ¼° E 316.1;
S 57° E 332.6;
S 57 ½° E 407.9;

S 37 ¾° E 170.3;
 S 10 ¾° 116.8;
 S 27 ¾° E 155.1;
 S 18 ¾° E 132;
 S 44 ½° E 391.4;
 S 47° E 1142.5 to place called Kalonokiha;
 S 29 ¼° East 807.2;
 S 40° E 135.3;
 S 33 ¼° E 459.4 to a Kukui tree marked [Y] near the foot of which is stone marked Y;
 S 9 ½° E 885 to a large Koa tree marked U at the upper junction of Ulumalu and Opana;
 S 39 ¾° E 325 to a pile of stones 8 feet N. E. of which is a large koa marked Y;
 S 84° E 1002 to a koa tree marked H at the top of a large slope;
 S 53 ½° E 710 to Koa m'k'd [upside U];
 S 84 ¼° E 663 to Koa marked + at the top of bank of Opana same 14 feet S. E. is an Ohia marked > to a Kopiko tree marked [≥];

Thence the boundary runs due East into the bottom of the Opana Ravine, thence along the bottom of the ravine which is the boundary between this land and Peahi.

N 18° 51' W (true bearing) 850 ft;
 N 21° 34' W " 4765.2;
 N 6° 38' W " 5966.4;
 N 10° 42' E " 347.8 to summit of West ridge of the ravine;
 N 11° 27' W " (Var. 2° 43') 157.1 to N. end of Hoohanohano's grave yard;
 N 27° 30' W " (" 8° 36') 2659.8 to triangular pits [two triangles pointing one another] on west slope of Kapuai.
 N 33° 52' W " (" 10' 56') 394.7
 N 4° 55' W (" 9° 18') 134;
 N 1° 53' E " 1930
 N 15° 26' W " (8° 34') 3748.8 to East bank of racing just East of Kuloli Hill;
 N 0° 55' E " 2899.4
 N 2° 34' W " 330 to a rock marked H at top of dividing two ravines; [page 103]
 Thence down the main gulch, the bottom of gulch being the boundary to a point at shore, that bears N 2° 2' W (true) distant 5440 ft.;
 N 48° 58' E " 183;
 N 77° 8' W " 257 (top of cliff being the boundary between these points) to concrete post at point of commencement.

Area 1468 acres
 J.F. Brown (Surveyor), Nov. 1876

Hanaia a kakau inoia ma Lahaina i keia ia 6 o Iune A.D.1877. A ke hooholo nei au ua pono a ua pololei na palena o Opana i ana ia e J.F. Brown.

Done and signed at Lahaina on this 6th day of June A.D. 1877. And I have decided that the boundaries of Opana as surveyed by J. F. Brown right and correct.

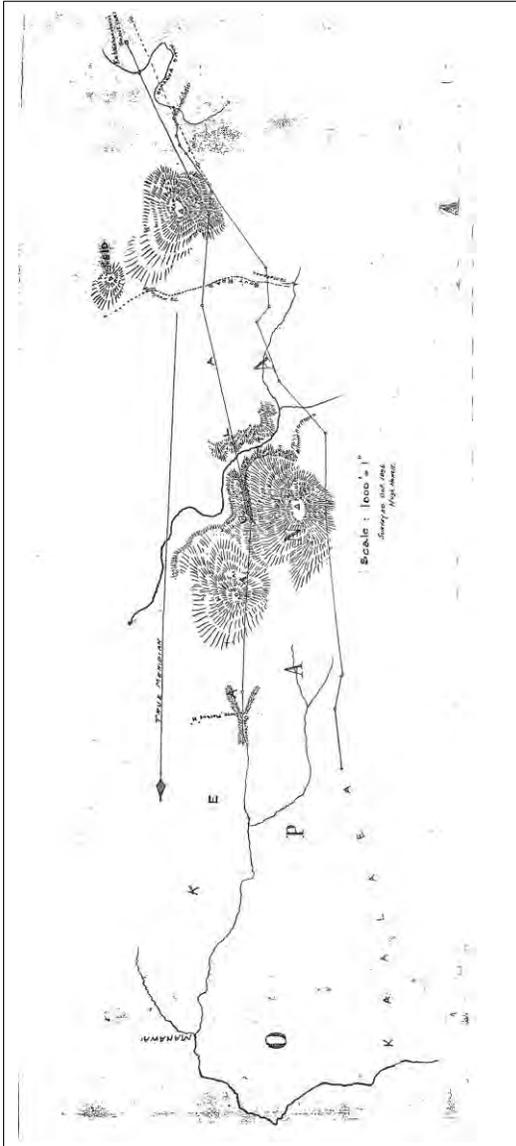
Komisina Palena Aina o Maui, Molokai, & c [page 104]

Though the Boundary Commission had taken the above action in 1877, issues regarding the boundaries of 'Opāna, remained. A communication dated November 13, 1896, records the updated survey, including references to Kapua'i o Kamehameha boundary as a point along the shared boundary with Pē'ahi.

November 13, 1896
Hugh Howell; to J. F. Brown, Esq., Agt. Public Lands:
[regarding revised survey of Opana; Kuloli, and graveyards pointed out]

...Enclosed please find map showing the state of things at Opana [see *Figure 34*]. The location of stone marked "H" was incorrect on Mr. Dodge's map, which shows the whole line between Opana and Keaaula too far south and west. I located "H" independently in three different ways: (1) by a short base measured with steel tape on the flat just south of Kuloli; by an auxiliary point making a triangle with Kuloli and Kapuai; & (3) by calculation of the two courses from "the small ravine just east of Kuloli Hill which point was located by triangulation from Keio and Kapuai. The greatest discrepancy was about two feet. My location of H and the line from "H" mauka is therefore correct. The government road was probably sketched on your map, as it is too far mauka. I located it by half a dozen stadia shots. The Hamakua Ditch was probably also only sketched, as the map does not show the bends as they now exist. I believe that the ditch was not completed at the time of your survey.

I have shown your location of Kahoohanohano's graveyard in dotted black lines. There is something wrong about that. I spent some time looking for graves near where your map shows this point, (without success) although Kahoohanohano himself—an old rascal, by the way—told me that the spot shown at end of my red line was the same you used in your survey. This point I located in three different ways, all checking closely. The triangular pits mentioned in the description cannot be found—not surprising after so long a time. To adjust this survey I ran the course N27 30W 26598 from the above mentioned grave, and found the declination of the needle at the end of this course the 11°34', which, allowing for annual increase since 1876, agrees with your declination within 0° 04'. By actual trial, this point agrees better in this respect than any other in the vicinity. I make a practice of observing the declination at each \wedge . From this point I ran the next course at 32° 52' W 3942 and simply prolonged it to meet the long course from the flat by gov't road, as it is all on the steep side of Kapuai.



It is evident that the description given of Opana will not fit without radical change at the points mentioned. This portion of the Opana survey was done for Mr. Geo. E. Beckwith and I have taken out my time for this as well as other private work in the vicinity in my October vouchers.

The concrete post on Kuloli I found at the bottom of the hill. Some vandal had probably played football with it. With some difficulty I relocated the Δ by bearings from Kapuai and found pieces of concrete, by digging, that fitted the broken post. I reset the post firmly.

The azimuth from Kuloli to your post at the N.W. cor. of Opana is incorrect in Mr. Dodge's notes. It should be $172^{\circ} 36'$ instead of $172^{\circ} 26'$. Opana Δ is a large stone that shows such a wide discrepancy in azimuth from every other point that it has evidently been moved, although it must have been years ago. There are several graves on Puu Kukai.

No one seems to know which is taken as the corner of Keaaula, so I took the most prominent, about the summit of the hill—the same one that Boyd used, by the way. Boyd's error was probably due to using the magnetic bearing instead of the true bearing, without making allowance for declination. Assuming 10° as the average declination, a rough calculation makes this evident.

Figure 34. Revised Survey of Opana (H. Howell, 1896) Hawaii State Archives

If your survey in 1876 was for the Gov't, it might be just that the Gov't bear part of the expense of survey to correct the error in location of Kahooohanohano's—graves as a point on the boundary of Opana.

I have most of the Koolau kuleanas and grants plotted and am fairly started on this work now. If you wish I will keep you informed from week to week of progress in the survey, or perhaps you would prefer not to be bothered until I can send you the map showing the whole proposition in compact form... [HSA, DLNR 2-16; Public Lands Commission]

‘Ōpana Uka

Kamaaina:

- None cited

Features:

- Gulches
- Kuleana & Grant Lands
- Streams

**Opana Uka
District of Hamakualoa, Island of Maui,
Boundary Commission, Volume 2, pages 245-250**

[Including description of the Peahi Boundary with Opana]

Before the Commission of Boundaries in and for the
Second Judicial Circuit, Territory of Hawaii.

In the matter of the Boundaries of
Opana Uka, A Portion of the
Ahupuaa of Opana, in the District of Hamakualoa, Maui
Territory of Hawaii.

Commissioner: Daniel H. Case

Commissioner: As Commissioner of Boundaries I will now proceed with the hearing on the Application of the Maui Agricultural Company, Limited, for settlement and certification of the boundaries of the land of Opana-uka, being a portion of the Ahupuaa of Opana-uka, in the District of Hamakualoa, Island of Maui.

The Commissioner wishes to state that, in so far as the preliminary proceedings heretofore had this morning [pertaining to the boundaries of Halehaku], and now applicable, they will be considered as constituting part of the record in this particular application. That is, the appointment of Mrs. Sinclair, as stenographer, and Mr. Lyons, as interpreter, and the interpretations heretofore made by Mr. Lyons to those present who may have an interest in this matter.

Mr. Warren: I would like to make this statement as a matter of record. The Apana [Opana Ahupuaa] was originally granted, by name only, that is, awarded by name only, and was several times conveyed by the awardee and successive grantees, by name only, without any surveys having been made until 1877. Application for certification of boundaries of the Ahupuaa of Opana was filed before the then Boundary Commissioner and boundary certificate No. 32, was issued June 6th, 1877, apparently intending to cover Opana with a stated area of 1468 acres.

The testimony taken at that hearing, as that record will show, was more or less meagre, because at that early day very few individuals were acquainted with the extreme mauka lands. In fact very few are now. In that connection I want to offer evidence at this time.

This section for which this application has been made has been very carefully gone over into between the Surveyors for the Petitioner and the Surveyors of the Territory; it has been recognized by the Territory that the land of Opana includes the mauka land, and the Territory has no interest in the land, and concedes that fact. There is evidence and I wish to offer that, and the references to other lands adjoining being bounded by Opana-uka. I may suggest that it would be very logical to assume that if this piece of land of Opana-uka were any portion of Opana then it would be government land. In this connection I offer also a separate letter written by W.A. Wall, Surveyor for the Territory, to C.T. Bailey, Commissioner of Public Lands, dated May 5th, 1924, indicating that he had checked, and is satisfied that the boundaries claimed, and that the Territory claims no interest in this land.

Commissioner: the letter may be made part of the record of the hearing. [page 245]

Mr. Warren: The same testimony would be given by Mr. Wilhelm as to the boundaries of Peahi on the other side. That is correct Mr. Wilhelm?

Mr. Wilhelm: Yes sir.

Commissioner: Mr. Wilhelm states that is in accord with his understanding of the matter.

L.J. Watson is sworn and testifies:

Mr. Warren: Mr. Watson, you are a Surveyor and Civil Engineer by profession?

A: I am.

Q: You are employed by the Maui Agricultural Company, Limited, and Hawaiian Commercial and Sugar Company?

A: Directly by the East Maui Irrigation Company.

Q: You have personally made a careful study of the boundaries of the various lands of the Maui Agricultural Company, Limited, and Hawaiian Commercial and Sugar Company, and other owners in the neighborhood of Opana-uka and Halehaku and so on?

A: I have.

Q: Please inform the Commissioner what evidence you have found which indicates that the land of Opana-uka, which is the subject of this petition, is properly a part of the Ahupuaa of Opana awarded by Land Commission Award 2937, Apana 7, to William Harbottle?

A: Making our survey of the remnant of land heretofore not covered by surveys the portion of the Opana which is covered by boundary certificate No. 32, and Royal Patent 7030, are described by survey that admits of the location that could not be disputed. A re-location of the mauka line of this early survey was made by us, and it is shown on this map as the makai line of the parcel of land for which a boundary certificate is now being sought. On the West side the parcel of land, for which a boundary certificate is now being sought, is bounded by Kaupakulua, which was granted by Grant 771 to Hikiau; the mauka end of the East line of this grant forms the Western line of the parcel of land for which we are applying for a certificate.

Mr. Warren: This land of Grant 771 description in that grant refers to it being bounded on the East side by the land of Opana?

A: By the land of Opana. The parcel of land for which we are applying for a boundary certificate is bounded by the land of Hui Kuai Aina o Peahi on the East side, and the mauka side of this land adjoins the land of Haiku-uka. In the boundary certificate which was issued on the lower portion of Opana there is included the testimony of several witnesses who actually worked with J. Brown, who made the early survey. One of those witnesses

described the land of Opana as running inland, or up the mountain, until it met the land of Haiku-uka from above.

The description of the land on the West, namely Grant 771, to Hikiau, includes a reference to the parcel of land we have before us, and, in that description, courses 51-52 are described as running along the boundary of Opana. The third source of information – our relocation of these two courses forms the Western line of the land of Haiku-uka, the land which we have before us; concerning the identity of the land which we have called Opana-uka, is continued in the description of Grant 221 to H.S. Swinton. Grant 221 is the mauka portion of Peahi. This is not described by survey, it is, however, covered by a general description which reads as follows: Grant 221 to H. S. Swinton, Peahi, "Up line between Halehaku, which is on the East, and a land called Opana on the West, and extends from the land grant to H.S. Swinton, as per patent No. 149, up the mountain until cut off by Haiku, conveyed to M. Kekuanaoa, Guardian of Victoria Kamamalu by R: P. 182," The description of Grant 182 which adjoins the so called Opana-uka on the mauka side is a very "loose" one in that the portion of the boundary which adjoins Ahupuaa of Opana boundary is covered only by the words "Haiku-uka makes a sweep to the East." there is no other more specific description of this line, the mauka line, of the so called Ahupuaa of Opana included in any original Grant or Patent. In addition to these sources of information the [page 246] natural "lay of the land" you might say makes it apparent, or, at least, reasonable to suppose that this portion of land would naturally be a portion of the Ahupuaa of Opana, in that the Brown survey of Ahupuaa of Opana, which was made in 1877, appears to have been cut off at some distance makai of what one would expect to find to be the mauka end of the true Ahupuaa of Opana. I believe that these sources of information point to the fact that the so called Ahupuaa of Opana could be a portion of no other Ahupuaa than the Ahupuaa of Opana, and we have accordingly surveyed it as such.

Commissioner: In the matter of the Application of the Maui Agricultural Company, Limited, for settlement and certification of the Boundaries of Opana-uka, a portion of the Ahupuaa of Opana, in the District of Hamakualoa, Island of Maui, Territory of Hawaii:

Upon the Pleadings and the record evidence and oral testimony submitted, the Commissioner finds that the land described and referred to in the Petition as Opana-uka, and shown upon the map filed, with the petition, was and is a part of the Ahupuaa of Opana as originally awarded, by name only, to Wm. Harbottle, by Land Commission Award 2937, Part 7, and that its identity as a part of said Ahupuaa is submitted by the testimony substantiated herein;

Petitioner's Prayer, as made, subject to a correction of the two minor clerical errors referred to by Mr. Wall, Surveyor, to Mr. Bailey, the Commissioner of Public Lands, (and which I understand the Petitioner admits should stand corrected) is Granted.

Upon presentation a formal certificate and Judgment, consistent with these oral findings and Judgment, will be signed.

FORMAL

Certificate of Boundaries of the Land of Opana-uka, a Part of the Ahupuaa of Opana, District of Hamakualoa, Island of Maui, L.C. Award No. 2937, Part 7.

Commission of Boundaries

**Second Judicial Circuit, Daniel H. Case, Esq., Commissioner
In The Matter Of The Boundaries
Apana-uka [Opana uka], a Portion of the
Ahupuaa of Opana, District of
Hamakualoa, Island of Maui, T.H.**

JUDGMENT

An Application to decide and certify the Boundaries of the Land of the mauka portion of the Ahupuaa of Opana, known as Opana-uka, District of Hamakualoa, Island of Maui, having been filed with me on the 8th day of April, 1924, by Maui Agricultural Company, Limited; and notice of hearing of said application on May 6th, 1924, having been duly given by me; all in accordance with the provisions of an Act to facilitate the settlement of Boundaries; now, therefore having duly received and heard all the testimony offered in reference to the same boundaries, and other evidence bearing thereon, and no person having appeared in objection thereto, and having endeavored otherwise to obtain all information possible to enable me to arrive at a just decision, which will more fully appear by reference to the records of this matter by me kept in Book No. two (2), page _____ and it appearing to my satisfaction that said mauka portion of the Ahupuaa of Opana, known as Opana-uka, lies above and adjoins that portion of said Ahupuaa described in boundary certificate No. 32, and between the boundaries of the lands of Grant 221 (East Kaupakulua [Peahi Ahupuaa]) and Grant 182 (Haiku-uka) and extends mauka to the point where said last mentioned boundaries meet at the apex of the land of Opana;

It is now by me as such Commissioner of Boundaries for the Second Judicial Circuit of the Territory of Hawaii hereby decided that the said land of Opana-uka, as in said petition and hereinafter particularly described, was and is a part of said Ahupuaa awarded to William Harbottle by L.C. Award No. 2937, Part 7, and that the true, lawful and equitable boundaries of said land of Opana-uka are as follows:

All that certain parcel of land situate in Hamakualoa, Maui, T.H. described as that portion of the Ahupuaa of Opana included in Land Commission Award No. 2937, Apana 7, to Wm. Harbottle, but not included in either Royal Patent No. 7030 to Wm. Harbottle or Boundary Certificate No. 32, and being described by metes and bounds as follows:

Beginning at a 2 inch pipe (type "A", E.M.I. Co., Survey monument) which marks the junction of three lands, viz.:

- The Ahupuaa of Ulumalu, land Commission Award 10474, Ap. 1 to Namaau;
- the Ahupuaa of Kaupakulua Hikina, Grant 771 to Hikiau, and the
- Ahupuaa of Apana [Opana], L.C.A. 2937; Apana 7 to Wm. Harbottle; and which has the coordinates 16,163.5 feet S. and 1742.0 feet East referred to Government Survey Trig. Station "Kapuai", and running by true azimuths:

1. 331° 05' 325.0 feet along mauka line of Royal Patent No. 7030 (Boundary Certificate No. 32), to Wm. Harbottle. (This is Course No. 58 of description included in Boundary Certificate No. 32.)

2. 286° 50' 1002.0 feet along same crossing Puhæhae gulch (Course 59 of Boundary Certificate No. 32.);

3. 317° 20' 710.0 feet along same (Course 60 of Boundary Certificate No. 32).

4. 275° 05' 663.0 feet along same to edge of Western pali of Opana gulch. (Course 61 of Boundary Certificate No. 32).

5. 281° 00' 650.0 feet along same down Western pali of Opana Gulch to the center line of Opana Stream. (Course 62 of Boundary Certificate No. 32).

6. Thence along the Ahupuaa of Peahi, Grants 149 and 221 to H.S. Swinton, along the center line of Opana Stream, the direct azimuth and distance being: 356° 51' 269.1 feet to a point of said center line. [page 248]

7. Thence along same continuing along center line of Opana Stream, the direct azimuth and distance being: 28° 08' 21" 1595.4 feet to a point of said center line.

8. Thence along same continuing along center line of Opana Stream, the direct azimuth and distance being: 330° 34' 37" 7581.0 feet to a chiseled cross, the center of which is a drilled hole filled with lead, in rock bed of said stream, said cross being 10 feet East of center line of stream at lowest flows, 23 feet makai of junction of small gully from East with main stream and 58 feet mauka of prominent waterfall and being also described as the Southwest corner of the Ahupuaa of Peahi, Grants 149 and 221 to H.S. Swinton;

9. 129° 28' 08" 5063.4 feet along Haiku-uka, Grant 182 to Kekuanaoa (guardian for V. Kamamalu) through eucalyptus forest to a 2 inch pipe (type "A", E.M.I. Co. monument) at the S. east corner of the Ahupuaa of Kaupakulua, Hikina, Grant 771 to Hikiau; said pipe having the true azimuth and distance 278° 00' 594.0 feet from a second 2 inch pipe (type "A" E.M.I. Co. monument) which marks the Southwest corner of said Ahupuaa of Kaupakulua Hikina at the end of Kaiwiohole Ravine;

Note: This course across the mauka end of Kaupakulua Hikina corresponds to course 53 of description included in Grant 771 to Hikiau.

10. 154° 21' 04" 3342.7 feet along the Ahupuaa of Kaupakulua Hikina, Grant 771 to Hikiau, along Kula and crossing gulch to a 2 inch pipe (type "A" E.M.I. Co. monument), said pipe having the true azimuth and distance: 278° 00' 594.0 feet from a second 2 inch pipe (type "A" E.M.I. Co. monument); said second pipe being by resurvey, the "Post marked G, above a deep ravine "Kaiwiohole" referred to as the end of course 26 of the description included in Grant 182 to Kekuanaoa.

11. 170° 12' 12" 3368.7 feet along same to the point of beginning, the true azimuth and distance to said point of beginning from E.M.I. Co. Trig Station No. 65 being: 188° 57' 90.0 feet.

Note: Courses 10 and 11 of this description correspond to course[s] 51 and 52 of the description included in Grant 771 to Hikiau, the Ahupuaa of Kaupakulua Hikina.

Containing an area of 342.0 Acres.

Signed at Wailuku, Maui, May 16th, 1924, as of the 6th day of May, 1924.

Daniel H. Case, Commissioner of Boundaries for the Second
Judicial Circuit, of the Territory of Hawaii... [page 249]

Pe‘ahi Ahupua‘a Hāmākualoa, Maui

Kepakemapa 11, 1875 (aoao 3)

Nupepa Kuokoa

Olelo Hoolaha

No ka mea, ua waihoia ma i keia Keena kekahi palapala nonoi, e Hackfeld & Co., na Agena o ka waiwai o Lewis Anthon, e hooponoponoia na palena o ke Ahupuaa o Peahi, e waiho la ma Hamakualoa, Apana o Makawao, mokupuni o Maui. Nolaila ke hai aku nei i na mea a pau e pili ana, e hooloheia no keia nonoi ana ma ka Pooano, la 2 o Okatoba, M.H. 1875, ma ka hora 10 o ke kakahiaka, ma ko‘u Keena ma Lahaina nei e hanaia‘i.

Jno. M. Kapena.

Komosinia Palena A. o Maui a me na mokupuni e pili ana, Lahaina, Sept. 2, 1875.

Notice

As there has been set before this Office an application by Hackfeld & Co., Agents for the Estate of Lewis Anthon, to settle the boundaries of the Ahupuaa of Peahi, situated at Hamakualoa, District of Makawao, Island of Maui. Therefore all things pertaining to this application will be heard on Saturday, the 2nd day of October, 1875, at 10 o'clock in the morning at my office in Lahaina for action.

Jno. M. Kapena.

Commissioner of Boundaries, Maui and the adjoining island. Lahaina, Sept. 2, 1875.

[Maly, translator]

Kamaaina:

- Haia
- Hanohano
- Kamai
- Kamaka
- Kupaa
- Pupule

Features:

- Ancient road along Halehaku
- Hoohanohano's grave yard
- Kuleana & Grant Lands

**Peahi Ahupuaa
District of Hamakualoa
Island of Maui
Boundary Commission, Maui, Volume No. 1 (pages 77-79)**

[See Registered Map No's 786 & 956]

Keena Kiaaina o Maui,
Lahaina Oct. 2, 1875

Office of the Governor of Maui,

[Boundary Certificate] No. 23

Hooponopono ana i na palena o ke
Ahupaa [sic] o Peahi ma Hamakualoa, Apana
o Makawao, Mokupuni o Maui.

Settling the boundaries of the Ahupuaa of Peahi, District of Makawao, Island of Maui.

Ma ka la 2 o Sepatemaba A.D. 1875, ua waiho mai o Thomas W. Everett Esq. no Hackfeld & Co. na Agena o ka waiwai o Lewis Anthon he palapala noi i ke Komisina Palena Aina o Maui e hooponopono na palena o ke Ahupuaa i hoikeia ae la maluna.

On the 2nd day of September, 1875, Thomas W. Everett, Esq. of Hackfeld & Co. agents for the property of Lewis Anthony presented an application before the Boundary Commissioner to settle the boundaries of the above named Ahupuaa.

Noho ka Aha Komisina Palena Aina o Maui, e hoolohe no ke noi a Hackfeld & Co. (na agena o ka waiwai o Lewis Anthony) ma o Thos. W. Everett Esq. la. No ka hooponopono ana i na palena o ke Ahupuaa o Peahi ma Hamakualoa Akau Maui Hikina. E like me ka mea i hoolahaia ma ka "*Nupepa "Kuokoa"* Helu 37, Buke XIV. A me ka Nupepa haole "*The Hawaiian Gazette*" Vol. XI No. 36—

The Boundary Commission of Maui sat in session to hear the request of Hackfeld & Co. (Agents for the property of Lewis Anthony), represented by Thos. W. Everett Esq. for the settlement of the boundaries of the Ahupuaa of Peahi, North Hamakualoa, East Maui. As described in the advertisement in the "Kuokoa" Newspaper, No. 37, Volume XIV. And the foreign Newspaper, "The Hawaiian Gazette" Vol. XI, No. 36—

James M. Alexander (Hoike, No ka mea oia ka mea
nana i ana ke Ahupuaa o Peahi) Hoohikiia a olelo mai.

James M. Alexander (Witness, As he is the one who surveyed the Ahupuaa of Peahi),
Sworn and stated.

Na'u no i ana, ua ana ia e au ma Januari A.D.1875.

O Pupule, Kamai a me Haia ko'u mau mea nana i kuhikuhi, ma ka aoao mawaena Halehaku a me Peahi, a hiki i ka ululaau. Ua olelo no hoi o Pupule ame Kamai, ame kahi poe e ae, "O ka palena no mawaena o Olopana [Opana] a me Peahi, oia no ke kahawai.

The survey was conducted by me in January 1875. Pupule, Kamai and Haia were the ones who pointed out the border between Halehaku and Peahi, up to the forest. Pupule, Kamai and some other people said, "The boundary between Opana and Peahi is the stream gulch."

Aohe poe kue o na aina e pili ana. Nolaila, ke hoakakaia aku nei malalo penei.

No one from the adjoining lands objected. Therefore the description is known as below.

Ahupuaa o Peahi e waiho la ma Hamakualoa, Apana o Makawao, Mokupuni o Maui o ko Hawaii Pae Aina, na moe ana—

Ahupuaa of Peahi situated at Hamakualoa, Makawao District, Island of Maui, The Hawaiian Islands, situated as—

Beginning at a pile of stones in the mouth of a ravine, at the ocean, at the boundary between the Ahupuaa of Peahi and Keaaula, and running by the true Meridian:

S 1° 50' E (variation 7° 16' E) 3.35 chains along ocean to top of ridge;
S 53° 46' E (variation 7° 36' E) 5.23 chains along ocean to top of ridge;
S 83° 51' E (variation 7° 36' E) 18.04 chains across ravine;
S 63° 59' E (variation 8° 20' E) 4.97 chains across ravine;
N 72° 58' E 7.13 chains across ravine;
N 56° 35' E 10.27 chains across ravine;
N 49° 3' E 15.90 chains across ravine; [page77]
N 57° E 11.10 chains along ocean across ravine;
S 54° 3' E 31.96 chains along ocean across ravine;
S 59° 54' E (var. 6° 39' East) 5.57 chains along ocean to post at boundary between Peahi & Halehaku;
S 50° 22' W 5.53 chains along Halehaku Valley;
S 35° 37' W (var. 8° 52' E) 7.12 chains along Halehaku Valley;
S 21° 7' W 16.70 chains along Halehaku Valley;
S 29° 7' W 13.90 chains along Halehaku Valley;
S 20° 7' W 11.65 chains along Halehaku Valley;
S 20° 52' W 12.80 chains along Halehaku Valley;
S 21° 22' W 8.32 chains along Halehaku Valley;
S 16° 53' E 3.98 chains along Halehaku Valley;
S 21° 23' E 4.04 chains along Halehaku Valley;
S 84° 38' E 19.62 chains across Halehaku Valley;
S 8° 52' W 11.40 chains along East side of Halehaku Valley;

S 12° 52' W 11.56 chains along East side of Halehaku Valley;
S 61° 52' W 9.04 chains along East side of Halehaku Valley;
S 81° 22' W 5.51 chains along East side of Halehaku Valley;
S 28° 52' W 7.55 chains along East side of Halehaku Valley;
S 24° 37' W 4.10 chains along East side of Halehaku Valley;
S 25 37' We 2.81 chains along East side of Halehaku Valley;
S 45° 22' W 3.40 chains along East side of Halehaku Valley;
N 76° 50' W 12.40 chains across Halehaku Valley to post near School house at Kakipi;
S 14° W 8.74 chains along Halehaku;
S 8° 30' W 12.58 chains along Halehaku;
S 16° W 4.57 chains along Halehaku;
S 7° 15' W 6.62 chains along Halehaku;
S 22° 15' W 17.10 chains along Halehaku;
S 18° 45' W 3.84 chains along Halehaku;
S 59° 45' E 5.29 chains along to Papani;
S 85° 30' E 7.81 chains across Opana Ravine;
S 12° 50' W 25.50 chains along top of ridge along Halehaku;
S 14° 42' W 17.80 chains along top of ridge along Halehaku;
S 40° W 6.00 chains to hollow between Opana and Halehaku ravine;
S 10° E 6.00 chains to Kaopuwai near Kamaka's house;
S 48° 15' W 12.10 chains to top of Halauololo ridge near Kupaa's house;
S 37° E 4.68 chains along Halauololo ridge;
S 1° 20' W 16.60 chains along Halauololo ridge;
S 47° W 6.60 chains along ancient road along Halehaku;
S 14° 15' E 17.60 chains along ancient road along Halehaku;
S 10° 46' E 11.80 chains along ancient road along Halehaku;
S 5° 05' E 28.66 chains along ancient road along Halehaku to Kauholuua;
S 8° 35' E 5.55 chains along ancient road along Halehaku;
S 9° 25' E 8.20 chains along ancient road along Halehaku;
S 37° 28' E 7.94 chains along ancient road along Halehaku;
S 24° 15' E 8.86 chains along ancient road along Halehaku;
S 43° 27' E 12.16 chains along ancient road along Halehaku;
S 37° 50' E 11.60 chains along ancient road along Halehaku;
S 22° 15' E 6.30 chains along ancient road along Halehaku to Koki [page 78]
S 47° 30' E 8.40 chains along ancient road along Halehaku;
S 14° 32' E 10.40 chains along ancient road along Halehaku;
S 32° 45' E 4.65 chains along ancient road along Halehaku;
S 8° 12' E 18.90 chains along ancient road along Halehaku;

S 22° 45' W 5.61 chains along ancient road along Halehaku;
 S 13° 14' E 9.50 chains along ancient road along Halehaku;
 S 6° 15' W 5.60 chains along ancient road along Halehaku;
 S 18° W 2.50 chains along ancient road along Halehaku;
 S 11° 25' E 5.90 chains along ancient road along Halehaku;
 S 20° 50' W 2.70 chains along ancient road along Halehaku;
 S 41° 45' E 8.40 chains along ancient road along Halehaku across Koale;
 S 21° 20' E 10.30 chains along ancient road along Halehaku;
 S 23° 30' E 14.31 chains along ancient road along Halehaku;
 S 2° 10' W 3.30 chains along ancient road along Halehaku;
 S 16° E 14.46 chains along ancient road along Halehaku;
 S 33° 50' E 5.80 chains along ancient road along Halehaku;
 S 26° 30' E 13.78 chains along ancient road along Halehaku;
 S 30° 45' E 7.50 chains along ancient road along Halehaku;
 S 50° 30' E 7.90 chains along ancient road along Halehaku;
 S 37° 30' E 18.00 chains along ancient road along Halehaku;
 S 13° 20' E 6.00 chains along ancient road along Halehaku;
 S 19° 30' E 22.17 chains to Koa tree marked with spikes in trunk on North side of
 Naaiaakeakua Ravine;
 S 72° 30' W 14.50 chains along Haiku to Opana Stream;
 N 32° 57' W 58.80 chains along Stream of Opana Ravine;
 N 14° 10' W 76.50 chains along stream of Opana Ravine;
 N 18° 57' W 57.30 chains along stream of Opana Ravine;
 N 21° 34' W 72.20 chains along stream of Opana Ravine;
 N 6° 38' W 90.40 chains along stream of Opana Ravine;
 N 10° 42' E 5.27 chains to summit of West ridge of Opana Ravine;
 N 11° 27' W (var. 7° 43') 2.38 chains to North end of Hoohanohano's grave yard;
 N 27° 30' W (var. 8° 36') 40.30 chains to West slope of Kapuai Hill;
 N 35° 52' West (var. 10.58) 5.98 chains along Kapuai Hill;
 N 4° 55' W (var. 9.18) 2.03 chains along Kapuai Hill;
 N 22° W (var. 8.3) 29.77 chains along Kapuai Hill;
 N 7° 17' W 50.40 chains across ravine to east of Kuloli Hill;
 N 5° 34' W 19.20 chains along Keaaula to Puukukui;
 N 5° 45' E 27.95 chains along Keaaula;
 N 7° 50' East 36.75 chains along Keaaula;
 N 24° 17' E 7.00 chains along Keaaula;
 N 46° 45' E 11.00 chains along Keaaula;
 N 81° E 4.60 chains along Keaaula to place of beginning
 Area = 2016 acres (of which 442 acres lie S. of Kaopuwai)

J.M. Alexander, Surveyor January 1875

Ke hoakakaia aku nei. Ua haawiiia malalo o ko'u lima i keia la 20 o Okatoba M.H. 1875, ma Lahaina, Mokupuni o Maui o ko Hawaii Pae Aina.

Be it known. Given under my signature this 20th day of October, 1875, at Lahaina, Island of Maui, Hawaiian Islands.

Jno. M. Kapena, Komisina Palena Aina o Maui, Molokai & Lanai

Halehaku Ahupua‘a

During the Māhele, Keoni Ana, the son of a Hawaiian Chiefess from Kohala and John Young, a trusted foreign advisor of Kamehameha I, claimed and retained the ahupua‘a of Halehaku as a personal holding in Land Commission Award 8515, Apana 3, Royal Patent 1666. The land was recorded, in name only, without a detailed survey being undertaken. Additionally, at least 21 native tenants (and families) also claimed and were awarded kuleana rights with lands in Halehaku. In 1876, Keoni Ana’s heir, Albert Kunuiakea, entered into a lease agreement for a portion of Halehaku with a party identified as members of the land association known as the Hui of Halehaku (Liber 45:345). Later that same year, Kunuiakea leased the water rights of Halehaku to the Hamakua Ditch Co., Ltd. (Liber 49:176), then in 1879, he leased a portion of Halehaku, including a right-of-way to the Ditch Company (Liber 62:355). In 1881, Kunuiakea mortgaged his interests in Halehaku to A. Cartwright (Liber 70:201). The mortgage was subsequently transferred to C. Spreckles in 1886 (Liber 97:371). As the sugar plantations and water interests evolved, the Maui Plantation Company gained control of the Keoni Ana/Kunuiakea interests in Halehaku.

In 1924, Maui Plantation Company petitioned the Boundary Commissioner for settlement of the boundaries. As part of the process, they confirmed the 21 remaining kuleana that were held by other individuals and the alignment of the Government Road. Discussions with members of the Hui Kuai Aina o Peahi (Hui) were also held, and an agreement on the boundaries with Pe‘ahi and the kuleana parcels was reached prior to the commission proceedings. Fred Wilhelm, secretary of the Hui (who’s heirs still reside in Hāmākualoa) presented testimony describing the Hui’s deliberations.

While no elder native kama‘āina witnesses were available for the proceedings, several place names were recorded, including a few that had not been listed in the 1875 survey of the Pe‘ahi-Halehaku boundary.

Kamaaina:

- None Cited

Features:

- Government Road
- Gulches
- Kula lands
- Kuleana & Grant Lands
- Cliffs
- Spreckels Ditch
- Streams

**Halehaku Ahupuaa
District of Hamakualoa, Island of Maui,
Boundary Commission, Volume 2, pages 223-244**

Before the Commission of Boundaries in and for the Second Judicial Circuit, Territory of Hawaii.

In the matter of the Application of the Hawaiian Commercial and Sugar Company and Maui Agricultural Company, Limited, for a Certificate of Boundaries of the Ahupuaa of Halehaku, in the District of Hamakualoa, Maui, T.H.

Commissioner: Daniel H. Case

Under date of April 4th, 1924, the Hawaiian Commercial and Sugar Company, a California Corporation, and the Maui Agricultural Company, Limited, a Hawaiian corporation, filed their petition alleging that they were owners, as tenants in common, of the major portion of the Ahupuaa of Halehaku, in the District of Hamakualoa, Island of Maui, Territory of Hawaii; petitioners applying for a decision and certification of the boundaries of said Ahupuaa of Halehaku in accordance with the provisions of Chapter 31, revised Laws of Hawaii 1915, as amended.

In their application the petitioners stating that the Ahupuaa of Halehaku was awarded, by name only, to Keoni Ana, by L.C.A. 8515, Apana 3, and was granted and conveyed to said awardee by Royal Patent 1666, also by name only;

The petitioners here set forth at length the particular lands bounding and adjoining the Ahupuaa of Halehaku, and the names of each of the owners thereof; also alleging that, located within the outer boundaries of said Ahupuaa of Halehaku were numerous kuleanas and a government road, these constituting "exceptions;" a detailed description of each of these "exceptions" and road ways being set out in the petition.

A map is attached to and submitted with the application, showing the location, natural, topographical features, prominent and other marks along the boundary line, and all kuleana boundaries; bearings and distances of each course given in the description of survey, and certain other data from field notes.

Petitioners pray that a date and place for the hearing on the application be set, notice thereof, as required by law, given to each of the petitioners, as owners, to the owners of all adjoining lands, and to the owners of all kuleanas, and to the Territory, as well as others found to be interested; the matter in issued heard and determined, and the boundaries of the Ahupuaa of Halehaku, and of the kuleanas excepted therefrom, be decided and certified in accordance with the facts and law. [page 223]

Hearing on the petition was set before the undersigned, as Commissioner of Boundaries, for the Second Circuit, in the Court Room of the Circuit Court of the Second Judicial Circuit, Wailuku, Maui, on Thursday, the 6th day of May, 1924, at 10:00 o'clock a.m.

Written notice of the day and place of hearing was sent by the Commissioner, by registered mail, on or before the 10th day of April, 1924, to the Territory of Hawaii, Charles T. Bailey, Commissioner of Public Lands, Honolulu, with a copy of the map attached; to the Hui Aina o Peahi, care of Fred Wilhelm, Secretary, Huelo, Maui, with a copy of the map attached; the Haleakala Ranch Company, Makawao, Maui; the Hawaiian Commercial and Sugar Company and the Maui Agricultural Company, Limited; and also to each and every of the surrounding owners and kuleana owners within said Ahupuaa.

Notice by publication was also had as follows: In the English language in the 'Honolulu Advertiser' published in the City of Honolulu; in the English language in the 'Maui News'

published in Wailuku, Maui; and in the Hawaiian language in the 'Nupepa Kuokoa' published in the City of Honolulu.

No person appeared making or raising objection to the prayer of the petition.

At the hearing had, on Thursday, May 6th, 1924, Mrs. E. Sinclair acted as Stenographer, and Mr. T.B. Lyons as Interpreter; at which time the following proceedings were had and taken.

Commissioner:

As Commissioner of Boundaries I am prepared to proceed with the application of the Hawaiian Commercial and Sugar Company for a settlement and certification of the boundaries of Halehaku and certain kuleanas and other parcels of land situated therein; and also with the application of the Maui Agricultural Company, Limited, for a certificate of boundary of the land of Opana Uka in the District of Hamakualoa.

Mr. Warren:

I take it that the Commission is satisfied as to the sufficiency and regularity of the notice given in both these matters, but perhaps it would be well to inquire if there is anyone here interested in either of the petitions.

Commission:

Mr. Lyons, will you serve as Interpreter in this case? You are not, I understand, interested in any of these matters?

Mr. Lyons:

No.

Commission:

The Commission will appoint Mrs. Sinclair to serve as Clerk and Reporter for the Commissioner at these two hearings, and Mr. T.B. Lyons to serve as Hawaiian interpreter.

Commission:

Will you please state, in Hawaiian, to all present that we are now proceeding with the hearing of these two applications, and if they wish to express themselves with reference to the matter they are privileged, or course, to do so.

Mr. Lyons reads substance of Applications.

Commission:

Will you also say that this is not before me as Circuit Court Judge. It is before me as Commission of Boundaries. You might also say that we are not trying the title to [page 224] any land, but merely fixing the boundaries. State that the commissioner understands that this is more or less, if not wholly, a friendly proceeding and that there is no contest as far as the Commissioner knows. However, if any wishes to contest, or has anything to say, now is the time to speak.

Commission:

Can you think of anything else necessary to say at this time?

Mr. Warren:

It occurs to me that we might take up the Halehaku application first for the reason there are no kuleanas in the other piece; and kuleana holders would not have to await [await] hearing on the second application. I would also like to file a duplicate of a letter to the Commissioner of Public Lands with respect to Halehaku, indicating that he has checked the boundaries, which might be interesting to kuleana holders.

Mr. Weaver:

In this matter I desire to appear for certain shareholders – for one and one-half (1 ½) shares of Peahi Hui. I appear for Alexander Joseph Smith, also known as Joe Smith, James Kuakini Smith, Alexander H. Smith, William Sylvester Smith, Edward Smith, Leonora Laki Smith, also known as Laki Smith (k), Agnes Smith Palikapu, also known as Halaki or Harriet Smith Polikapu,²⁸ and Louise Smith, also known as Camila Smith or Kamila Smith Jr. I wish to have it appear of record that we consent to this boundary commission and join in requesting that the Commissioner settle the boundaries.

Commissioner:

Before proceeding I might say that in addition to the publication of notices of these two hearings in the newspapers, a copy of the notice in each of these matters was forwarded to the parties specifically mentioned in the two applications; by registered mail, and the Commissioner has the returned registration cards in every instance but one. As to that one, the Commissioner, not receiving any return card, placed a copy of notice in the hands of the Sheriff's Department, and personal service was had on the party; so that each and every of the parties who are mentioned in the two applications have been personally served.

Proceed with the first hearing.

Mr. Warren:

In that connection may it be made clear that every person named as adjoining owner has received a copy of the boundary as claimed for the land; that every person named as kuleana holder received a description of the kuleana boundary itself and not of the outside boundary.

Commissioner:

That is correct, each of the parties named in each of the applications received a notice such as is by law required.

Do you wish this letter interpreted from Mr. Wall, as Surveyor of the Territory, to the Commissioner of Public Lands?

Mr. Warren:

I think it might be a matter of satisfaction to them to know that the Surveyor of the Territory has carefully checked every one of them, and found they are correct.

Commissioner:

Read this letter, dated May 5th, 1924, written by Walter A. Wall, Surveyor of the Territory of Hawaii, to C.T. Bailey, Commissioner of Public Lands for the Territory of Hawaii, stating

²⁸ Spellings of Palikapu and Polikapu are both cited in the original document.

what has been done by their department in checking up the surveys submitted by the applicants in this case. You might also say that the letter is read so that they may all know that the Survey Department of the Territory has checked all that up and it is correct, and that these two minor changes here mentioned are agreed to by the Petitioners. [page 225]

Mr. Warren:

I take it you are familiar with the petition and will not require that read. There is one thing I would like to have made of record. The Hui Peahi is the owner of land adjoining one side of Halehaku and the boundaries described in this petition, and shown on the map, and accord identically with the boundary between Halehaku and Peahi as are described in the Partition proceedings now pending before the Circuit Court; also that the same were discussed and approved at a general meeting of the Hui. Mr. Wilhelm and Mr. Pogue are here representing the Hui, and if you think it desirable can testify that the boundary now is the same as that boundary, and unless there is some objection to the petition I take it that will not be necessary.

Commissioner:

Some of the Officers of the Hui are here?

Mr. Warren:

The Hui is satisfied with this boundary?

Mr. Wilhelm:

Yes.

Commissioner:

The record may show that Mr. Wilhelm, Secretary of the Peahi Hui, accepts the boundaries in so far as the Hui is concerned – set forth in the applications to be settled and certified to.

Mr. Warren:

One more thing, there was, in earlier years, a question whether a part of the land which has been called West Halehaku was Peahi Hui land or not – it is not and never was within the boundaries of Peahi Hui land, but logically it should have belonged to Peahi because it was divided by the gulch and stream; the title to that land was in Maui Agricultural Company, Ltd., and was deeded to Peahi Hui, so that it has been added to the Peahi Hui lands and not included in the partition case, but that doesn't affect the question of boundary. I take it if there is no objection the Commissioner will grant it, as a matter of course, without submitting evidence.

Commissioner:

No evidence is called for in so far as I can see. We are now to consider, at this particular time, the application of the Hawaiian Commercial and Sugar Company for settlement and certification of Halehaku and the kuleanas and of the parcels of land located within them.

Mr. Warren:

The secretary of the Peahi Hui has with him the minute book of that meeting which will identify the boundary as being the same, if the commissioner thinks it is necessary to make it a matter of record.

Commissioner:

The secretary is present and has heard all that has been said and understands English, as well as Hawaiian, and if he has anything to offer he has his opportunity to do so at this time.

Fred Wilhelm takes the stand.

Mr. Warren:

You are Secretary of Peahi Hui?

A: Yes.

Q: And have been for several years?

A: Yes sir.

Q: You have with you the minute book of the Hui showing the minutes of its last annual meeting and the meeting before that?

A: Yes.

Q: Refer to the annual meeting of two years ago – is there a record there of the consideration by the Hui, of the boundaries of Peahi lands?

A: Yes.

Q: They were as used in the partition case, pending in this court?

A: Yes.

Q: The boundaries in the partition case are, to your knowledge, the same as were approved at that Hui meeting?

A: Yes.

Q: You also received a copy of this petition to settle the Halehaku boundaries?

A: Yes.

Q: Do you know whether [page 226] they are the same as were approved at that meeting:

A: Exactly the same.

Commissioner:

In the matter of the Application of the Hawaiian Commercial and Sugar Company, and the Maui Agricultural Company, Limited, for settlement and certification of the boundaries of the Ahupuaa of Halehaku, in the District of Hamakualoa, Island and County of Maui, Territory of Hawaii; upon the pleadings and the record evidence and oral testimony submitted, the Commissioner finds that the true boundaries of said Ahupuaa of Halehaku, as awarded and patented by name only to Keoni Ana, by L.C.A. 8515, Apana 3, and R.P. 1666; and the

boundaries of the several kuleanas and the government road situate within said Ahupuaa of Halehaku, and mentioned in the Application, are as alleged and claimed by the applicants in this Petition filed with the Commissioner; and the Prayer of Petitioners is granted as prayed for. Upon presentation a formal certificate and Judgment consistent with these findings and Judgment will be signed.

Mr. Warren: I will prepare a formal certificate and judgment.

F O R M A L

Certificate of Boundaries of the land of Ahupuaa of Halehaku (and Kuleanas therein) District of Hamakualoa, Island of Maui. L.C.A. Award No. 8515, Apana 3, Royal Patent No. 1666.

Commission of Boundaries
Second Judicial Circuit. Daniel H. Case, Esquire, Commissioner.

In the Matter of the Boundaries of the Ahupuaa of Halehaku, District of Hamakualoa, Island of Maui, T.H.

J U D G M E N T

An application to decide and certify the Boundaries of the Land of the Ahupuaa of Halehaku, District of Hamakualoa, Island of Maui, having been filed with me on the 8th day of April, 1924, by Hawaiian Commercial and Sugar Company, and Maui Agricultural Company, Limited, and notice of hearing of said application on May 6th, 1924, having been given by me; all in accordance with the provision of an Act to facilitate the settlement of Boundaries; now, therefore having duly received and heard all the testimony offered in reference to the said boundaries and other evidence bearing thereon, and no person having appeared in objection thereto, and having endeavored otherwise to obtain all information possible to enable me to arrive at a just decision, which will more fully appear by reference to the records of this matter by me kept in Book No. two (2) page ____ and it appearing to my satisfaction that the true, lawful and equitable boundaries of said Ahupuaa of Halehaku and of the Kuleanas and Government road being located therein, are as hereinafter set forth; it being intended that in so far as that portion of the boundary of said Ahupuaa which constitutes the common boundary between said Ahupuaa of Halehaku and the lands of the Hui of Peahi differs from the boundary of said Peahi Hui lands as set forth in boundary certificate No. 23, dated [page 227] October 2nd, 1875, it shall be taken as modifying and superseding the same; as being in better conformity with the natural topographical features; the boundary thereof as herein decided and certified being satisfactory to the said Hui of Peahi and in accordance with the boundary of said Peahi Hui lands as approved by the said Hui at its annual meeting in 1922, and with the boundary as set forth, admitted and accepted for said Peahi Hui lands in a certain proceeding for the partition of said Hui lands heretofore instituted and now pending in the Circuit Court of the Second Judicial circuit court of said Territory.

It is now by me, as such Commissioner of Boundaries for the Second Judicial Circuit of the Territory of Hawaii hereby decided that the true, lawful and equitable boundaries of said Ahupuaa of Halehaku, awarded and patented, by name only, to Keoni Ana, by Land Commission Award No. 8515, Apana 3, and Royal Patent No. 1666, and also the

boundaries of the several and respective kuleanas and government road situate within the said Ahupuaa of Halehaku, as hereinafter set forth, are as follows:

The Ahupuaa of Halehaku

[Running from shoreward boundary between Pe'ahi and Halehaku, along shore towards Honopou]

Beginning at a 2 inch pipe, (Type "B"), E.M.I. Co., pipe "Metcalf" at the end of narrow spur forming the edge of the western pali of Halehaku Gulch at the sea, said pipe being the northwest corner of the Ahupuaa of Halehaku and the Northeast corner of the Ahupuaa of Peahi, Grants 149 and 221 to H.S. Swinton, the co-ordinates of said point of beginning, referred to government Survey Trig. Station "Kapuai", being 11,153.6 feet North and 6744.3 feet East, and running by true azimuths:

1. Along the edge of the sea pali running down into Halehaku Gulch, at the sea, thence along the seashore at high water mark, thence up along edge of sea pali again to a point on the edge of the Eastern pali of Halehaku Gulch, at the sea, the direct azimuth and distance being: 261° 29' 1320.0 feet;
2. Thence along the edge of the sea pali, the direct azimuth and distance being: 254° 52' 40" 2027.4 feet to E.M.I. Co. Trig. Station No. 54 "Halehaku Pali";
3. Thence along the edge of the sea pali, the direct azimuth and distance being: 293° 13' 15" 682.8 feet to a 2 inch pipe (type "B:") on the edge of the western pali of Honopou Gulch at the sea;
4. Thence along the edge of the sea pali, running down into Honopou Gulch, the direct azimuth and distance being: 263° 15' 40" 402.8 feet to a point in the center line of Honopou Stream, said point being the Northeast corner of the Ahupuaa of Halehaku and the Northwest corner of the Ahupuaa of Honopou;

[Halehaku-Honopou boundary running mauka]

5. Thence along Honopou Government Remnant and L.C.A. 4796; Apana 2, Mah. 1 to Kealoha, Honopou, along the center line of Honopou Stream, the direct azimuth and distance being 33° 10' 30" 510.4 feet to a point of the makai boundary of L.C.A. 5459X: Ap. 1 to Imihia, Honopou;
6. 95° 15' 15.0 feet along L.C.A. 5459X: Apana 1 to Imihia, Honopou to a 2 inch pipe (type "B") on Western bank of stream;
7. 95° 15' 43.7 feet along same, along a stone wall to a 2 inch pipe (type "B"), at Western end of said wall; [page 228]
8. 62° 30' 407.5 feet along same up Western slope of Honopou Gulch to a "+" cut in large rock;
9. 60° 30' 167.6 feet along same up western slope of Honopou Gulch to a 1 inch pipe (type "C") just East of sharp spur between Honopou and Puniawa Gulches;
10. 13° 28' 237.6 feet along Grant 3101: Apana 1 to Kepani, Honopou up said sharp spur to a 1 inch pipe (type "C") at makai end of Kula land;

11. 348° 28' 486.4 feet along same to a 2 inch pipe (type "B") at the southwest corner of an old grave;
12. 5° 58' 232.4 feet along same to a 1 inch pipe (type "C") at edge of eastern pali of Puniawa Gulch;
13. 32° 13' 231.0 feet along Grant 2471 to Keohokano [Keohokaua], Honopou, to a 1 inch pipe (type "C") near edge of Eastern Pali of Puniawa Gulch;
14. 21° 58' 308.9 feet along same to a 1 inch pipe (type "C");
15. 18° 58' 229.7 feet along same to a 1 inch pipe (type "C"), near Eastern edge of Puniawa gulch;
16. 342° 13' 168.3 feet along same to a 1 inch pipe (type "C"), at Eastern edge of Puniawa gulch;
17. 18° 28' 1011.8 feet along same to a 1 inch pipe (type "C"), near the Eastern edge of Puniawa Gulch, the true azimuth and distance from E.M.I. Co., Trig Station No. 55, "Halaula", being 129° 08' 247.8 feet;
18. 24° 59' 1817.0 feet along Honopou Government Remnant to a 2 inch pipe (type "A"), just mauka of the abandoned "Spreckels" Ditch, the true azimuth and distance from E.M.I. Co. Trig. Station No. 60 being: 248° 14' 689.1 feet;
19. 353° 32' 40" 1252.7 feet along same to a 2 inch pipe (type "A"), E.M.I. Co., pipe "Kuinapali";
20. 330° 45' 630.0 feet along same to a 2 inch pipe (type "A"), on mauka side of Government Road Right-of-way, the traverse to said pipe from E.M.I. Co., Trig. Station No. 8, "Young" being:
 1. 267° 57' 489.2 feet;
 2. 262° 25' 329.3 feet;
21. 1° 30' 308.0 feet along grant 972 to J. Fern, Honopou, to a 2 inch pipe (type "A");
22. 10° 59' 10" 1658.2 feet along same to a 1 inch pipe (type "C"), at edge of the Western pali of Honopou Gulch;
23. 48° 17' 1033.9 feet along Honopou Government Remnant to E.M.I. Co., Trig. Station No. 56, "Puumalolo" on a prominent grave at the summit of a low hill;
24. 0° 00' 305.96 feet along same to a [diagram line over a +] cut in rock at the Western edge of Honopou Stream;
25. Thence along the Western edge of Honopou Stream, the center line of which is the Western boundary of Grant 538; Apana 1 [page 229] to Koahou, Honopou, the Direct azimuth and distance being 359° 16' 50" 3528.0 feet to a point having the true azimuth and distance 61° 41' 60.0 feet from a 1 inch pipe (type "C"), the traverse to said pipe from E.M.I. Co. Trig. Station No. 62 "Koahou", being:
 1. 81° 19' 105.2 feet,
 2. 84° 56. 313.5 feet,
 3. 61° 41' 394.1 feet;
26. Thence along Honopou Government Land along the Western edge of Honopou Stream, the direct azimuth and distance being; 3° 41' 58"

10,813.9 feet to a point near junction of main Honopou Stream and small branch which has its source on Western slope of Ulalena, the true azimuth and distance from E.M.I. Co. Trig. Station No. 6, "Ulalena", being 117° 50' 99.0.9 feet;

27. Thence along same along the Western edge of main Honopou Stream, the direct azimuth and distance being: 345° 12' 45" 3393.9 feet to a 2 inch pipe (type "B"); at end of Honopou Gulch and Stream, the traverse to said pipe from E.M.I. Co., Trig. Station No. 12, "Koapula" being:

1. 36° 25' 307.6 feet;

2. 70° 47' 43.3 feet;

28. 348° 27' 05" 9322.2 feet along Honopou and Hoolawa Government Lands, through forest, to E.M.I. Co. Trig. Station No. 9, "Halehaku-uka", which marks the S.east corner of the Ahupuaa of Halehaku, the S.west corner of the Ahupuaa of Hoolawa and a point of the makai boundary of Haiku-uka, Grant 182 to Kekuaanaoa for V. Kamamalu;

[Start Halehaku-Peahi boundary running makai from Naiiaakeakua]

29. 79° 42' 1586.8 feet along Haiku-uka, Grant 182 Kekuaanaoa for V. Kamamalu, through forest to a 2 inch pipe (type "A"); E.M.I. Co. pipe "Naiiaakeakua", which marks the S.west corner of the Ahupuaa of Halehaku and the S.east corner of the Ahupuaa of Peahi, Grants 149 and 221 to H.S. Swinton;

30. 161° 18' 16" 1606.0 feet along the Ahupuaa of Peahi, Grants 149 and 221 to H.S. Swinton, through forest to a 2 inch pipe (type "B"); on edge of Eastern pali of East Branch of Opana Gulch;

31. 142° 47' 27" 2733.3 feet along same through the forest to a 2 inch pipe (type "B"); located on a narrow kula between the East Branch Opana Gulch and the end of great basin at the end of main Halehaku Streams, the true azimuth and distance from E.M.I. Co., Trig. Station No. 13, "Halemaia" being: 64° 29' 284.3 feet;

32. 160° 21' 24" 4203.3 feet along same through forest to a 2 inch pipe (type "B"); at the edge of the Eastern pali of Koale Branch of Halehaku Gulch, the true azimuth and distance from E.M.I. Co., Trig. Station No. 30, "Koale" being: 226° 44' 93.2 feet;

33. 138° 15' 554.4 feet along same across Koale Branch of Halehaku Gulch at its source in a saddle in the Eastern pali of Opana gulch to E.M.I. Co. Trig. Station No. 46, "Kaloameheu" at mauka end of thickly wooded kula and overlooking "Waialae", the junction of the main Opana and East Branch Opana Gulches;[page 230]

34. 182° 49' 38" 1776.0 feet along same through forest to E.M.I. Co., Trig. Station No. 45, "Kiaiopu";

35. 170° 31' 38" 2264.6 feet along same through forest to E.M.I. Co., Trig. Station No. 44, "Koki", on the edge of the Western pali of Koale Branch of Halehaku Gulch;

36. 146° 50' 51" 3363.5 feet along same, through forest, to E.M.I. Co., Trig. Station No. 43, "Omaomao", at edge of Western pali of Palama Branch of Halehaku gulch;

37. Thence along same along the edge of the Western pali of Palama Branch of Halehaku Gulch, the direct azimuth and distance being: 159° 53' 08" 1017.5 feet to a 2 inch pipe (type "B"), the true azimuth and distance from E.M.I. Co. Trig. Station No. 16, "Kauholua", being: 289° 23' 80.0 feet;
38. 173° 42' 56" 3170.9 feet along same through forest to a 2 inch pipe (type "A"), E.M.I. Co. pipe "Wailoa", at mauka side of New Hamakua ditch Trail on open kula and approximately 70 feet East of the eastern pali of Opana gulch;
39. 172° 08' 07" 1441.1 feet along same to a 2 inch pipe "Halauololo" on open kula, the true azimuth and distance from E.M.I. Co. Trig. Station No. 17, "Kauwahine Hill", being 257° 29' 10" 310.3 feet;
40. 181° 04' 10" 764.4 feet along same along middle of narrow kula to a 2 inch pipe (type "B"), E.M.I. Co. pipe "Kupa", in bamboo forest;
41. Thence along same along Eastern edge of narrow ridge to makai end of same, and down sharp spur, the direct azimuth and distance being: 196° 42' 28" 1151.0 feet to E.M.I. Co., Trig. Station No. 42, "Kamaka" [named for an individual], at makai end of said sharp spur;
42. 191° 32' 13" 708.9 feet along same across saddle to E.M.I. Co., Trig. station No. 41, "Opuwai", at mauka end of narrow ridge between Halehaku and Opana Gulches;
43. Thence along same along the Eastern edge of top of narrow ridge, the direct azimuth and distance being: 191° 59' 24" 2511.3 feet to E.M.I. Co. Trig. station No. 40, "Papani";
44. Thence along same along eastern edge of top of pali ridge and down crest of sloping ridge, the direct azimuth and distance being: 198° 59' 1281.6 feet to a point at the junction of the center lines of Halehaku and Opana streams;
45. Thence along same along the center line of the main Halehaku Stream, the direct azimuth and distance being: 185° 58' 30" 1683.1 feet to a point in middle of stream directly under a "+" chiseled in the makai, or North railing of the concrete bridge at Government Road, the true azimuth and distance from E.M.I. Co. Trig. Station No. 35, "Road No. 4" being: 37° 00' 09" 427.0 feet;
46. Thence along same along the center line of the main Halehaku Stream, the direct azimuth and distance being: 202° 36' 27" 4097.1 feet to a point in middle of stream;
47. 187° 07' 20" 1415.4 feet along same up the Western Pali of Halehaku Gulch and across kula (a course of the original survey of Grant 149); [page 231]
48. 206° 13' 00" 3168 feet along same along kula between Peahi Gulch and a small branch of Halehaku Gulch, the edge of the Western Pali of Halehaku Gulch being the boundary where this course falls East of it (a course of the original survey of Grant 149);
49. 233° 43' 00" 297.0 feet along same down a narrow spur to a 2 inch pipe (type "B"), E.M.I. Co. pipe "Metcalf", the true azimuth and distance from E.M.I. Co. Trig. Station No. 28, "Pilale" being: 214° 03' 40" 1086.6 feet, said pipe "Metcalf" being the point of beginning of this description.

Containing a gross area of 3771.0 acres: - and a net area of 3735.28 acres after deduction of the combined area of 35.72 acres of the 21 excepted kuleanas and government road hereinafter described.

That located within said outer boundaries of said Ahupuaa of Halehaku are the following kuleanas, originally forming a part of said Ahupuaa, and also a government roadway, the boundaries whereof are as follows [Title line of each kuleana Exception cited. See full proceedings for complete narrative description.]:

Exception 1: Land Commission Award No. 5393, Apana 1 to Homaikai; Ili of Pohakuele...
...7.45 acres.

Exception No. 2: Land Commission Award No. 5393, Apana 2 to Homaikai; Ili Pohakuele...
[page 232] ...1.80 acres.

Exception No. 3: Land Commission Award No. 5506, Apana 1 to Kaaukai; Ili Ululoloa...
...5.00 acres.

Exception No. 4: Land Commission Award No. 5506, Apana 2 to Kaaukai; Ili Puniawa...
[page 233] ...1.04 acres.

Exception No. 5: Land Commission Award No. 5508, Apana 1 to Kaapaahili; Ili Puniawa...
...0.28 acres.

Exception No. 6: Land Commission Award No. 5508, Apana 2 to Kaapaahili; Ili Kauaike...
...0.26 acre. [page 234]

Exception No. 7: Land Commission Award No. 5508, Apana 3 to Kaapaahili, Ili Puniawa...
...0.55 acre.

Exception No. 8: Land Commission Award No. 6510RR to Kamaikaaloo; Ili Kapalaalaea...
...1.92 acres. [page 235]

Exception No. 9: Land Commission Award No. 5499 to Kauhi, Ili Puniawa... ...0.55 acre.

Exception No. 10: Land Commission Award No. 3906B. Apana 1 to Kawaapolaole; Ili
Kaukini... ...0.53 acre. [page 236]

Exception No. 11: Land Commission Award No. 3906B. Apana 2 to Kawaapolaole; Ili
Kaukini... ...0.82 acre.

Exception Nos. 12 and 13: Land Commission Award No. 5494E, Apana 1 and 2, to Kilua;
Ili Kaeha... ...0.14 acres... ...0.09 acre.

Exception No. 14: Land Commission Award No. 6510QQ, Apana 1, Mahele 1, to Kupa, Ili
Haunakepa... [page 237] ...0.39 acres.

Exception No. 15: Land Commission Award No. 6510QQ, Apana 1 to Mahele 2, to Kupa, Ili
Haunakepa... ...1.12 acres.

Exception No. 16: Land Commission Award no. 5519C to Mana, Ili Papalua... [page 237] ...0.37 acre.

Exception No. 17: Land Commission Award No. 5519B, Apana 1 to Napohaku, Ili Kaholo... [page 238] ...0.81 acre.

Exception No. 18: Land Commission Award No. 5519B, Apana 2 to Napohaku, Ili Kapalaalaea... ...2.06 acres.

Exception No. 19: Land Commission Award No. 5459W, to Paaluhi, Ili Papalua... [page 240] ...0.53 acre.

Exception No. 20: Land Commission Award No. 3905K to Piopio, Ili Haukini... ...1.45 acres.

Exception No. 21: Land Commission Award No. 6510H, Apana 2, to Wiwi, Ili Papalua... [page 241] ...0.18 acre.

Government Road: Across said Ahupuaa of Halehaku, described as follows... [citing 46 survey points totaling an area of] 8.38 acres. [page2 242-243]

Summary: _____ Acres

Gross area of Ahupuaa of Halehaku, 3771.00 Acres

Less exceptions as above described:

- Exception 1. Land Commission Award 5393, Apana 1 to Homaikai, 7.45
- Exception 2. Land Commission Award 5393, Apana 2 to Homaikai, 1.80
- Exception 3. Land Commission Award 5506, Apana 1 to Kaaukai, 5.00
- Exception 4. Land Commission Award 5506, Apana 2 to Kaaukai, 1.04
- Exception 5. Land Commission Award 5508, Apana 1 to Kaapaahili, 0.28
- Exception 6. Land Commission Award 5508, Apana 2 to Kaapaahili, 0.26
- Exception 7. Land Commission Award 5508, Apana 3 to Kaapaahili, 0.55
- Exception 8. Land Commission Award 6510 RR to Kamaikaloa, 1.92
- Exception 9. Land Commission Award 5499 to Kauhi, 0.55
- Exception 10. Land Commission Award 3906B, Apana 1 to Kawaapolaole, 0.53
- Exception 11. Land Commission Award 3906B, Apana 2 to Kawaapolaole, 0.82
- Exception 12. Land Commission Award 5494E, Apana 1 to Kilua, 0.14
- Exception 13. Land Commission Award 56494E, Apana 2 to Kilua, 0.09
- Exception 14. Land Commission Award 6510QQ, Apana 1 to Mahele 1 to Kupa 0.39
- Exception 15. Land Commission Award 6510QQ, Apana 1 to Mahele 2 to Kupa, 1.12
- Exception 16. Land Commission Award 5519C, Apana to Mana, 0.37
- Exception 17. Land Commission Award 5519B, Apana 1 to Napohaku, 0.81
- Exception 18. Land Commission Award 5519B, Apana 2 to Napohaku, 2.06
- Exception 19. Land Commission Award 5459W to Paaluhi, 0.53
- Exception 20. Land Commission Award 3905K to Piopio, 1.45
- Exception 21. Land Commission Award 6510H, Apana 2 to Wiwi, 0.18

Total Area 27.34 [acres]

Government road (40 feet wide)	8.38	
		35.72
Net Area	3735.28	

Signed at Wailuku, Maui, May 16th, 1924, as of the 6th day of May, 1924.

Daniel H. Case
Commissioner of Boundaries for the 2nd
Judicial Circuit, of the Territory of Hawaii... [page 244]

Moku o Ko'olau Maui

Honomanū Ahupua'a

Kamaaina:

- None Cited

Features:

- Cliffs
- Government Road
- Kuleana & Grant Lands
- Streams

**Honomanu Ahupuaa
District of Koolau, Island of Maui
Boundary Commission, Maui Island, Book 2:55-56
No. 75**

Before G. Armstrong, Boundary Commissioner for the Second Judicial District, H.I.

Wailuku, Maui, Wednesday, Mar. 27th 1895.

In the matter of the Boundaries of the Land of Honomanu, in the District of Koolau, Island of Maui

Application made by C.N. Spencer, Minister of the Interior for Government Lands and C.P. Iaukea, Agent for Crown Lands.

M.D. Monsarrat appearing for both parties. Due publication made.

Continued to Thursday March 28th 1895

Wailuku, Maui, Thursday, March 28th 1895

M.D. Monsarrat, sworn.

The survey, metes and bounds, which I now submit of the land of Honomanu, District of Koolau, Island of Maui, is a survey made by me and is correct. I identify the map filed and shown to me and as a correct map of the land of Honomanu.

M.D. Monsarrat, having filed his credentials, fully authorizing him to act in the premises, and after duly notifying all parties having adjoining lands, and none appearing, it is decreed that the Boundaries of said land of Honomanu in the District of Koolau, Island of Maui, are as follows:

Beginning at Ocean, at East bank of the stream in Napumahoenui [Napuumahoenui] Ravine, which place is directly opposite Keopuka Island, and is also called Keopuka and running by the true meridian:

1. N. 84° 45' E. (Variation at West bank of this Ravine 10° 19') 11.06 chains along ocean to top of opposite and easterly ridge of Ravine to Moiki;
2. S. 46° 40' E. (variation 10° 51' E.) 9.66 chains along ocean and across Napunahoililii Ravine to ridge called Puulunui;
3. S. 34° 56' E. 29.0 chains along ocean to Malakahu on Western bank of Honomanu Valley;
4. S. 10° 30' W. 60 chains along ocean into Honomanu Valley;
5. S. 17° 12' E. 20.60 chains along ocean to Eastern brink of stream in Honomanu Valley, to Kalaloo; [page 55]
6. S. 67° 28' E. (variation 7° 26' East) 10.30 chains along ocean;
7. N. 66° 8' E. 20.34 chains to summit of eastern ridge of Honomanu Valley;
8. S. 45° 20' E. 26.80 chains along ocean to western brink of stream in Nuaailua Valley;
9. S. 50° 22' W. 41.74 chains along western bank of stream in Nuailua [Nuaailua] Valley;
10. S. 42° 50' W. 76.80 chains along Nuailua [Nuaailua] stream;
11. S. 44° 50' W. 205.20 chains along Nuailua [Nuaailua] stream to Kikau;
12. N, 45° 55' W. 106.60 chains across Honomanu Valley and ravine and along Haiku to Eastern bank of stream in Napumahoe nui [Napuumahoe nui] Ravine and opposite Makahikili Hill;
13. N. 43° 22' E. 145.60 chains along Koloa and along East side of stream of Napumahoe nui [Napuumahoe nui] Ravine;
14. N. 48° 17' E. 16.50 chains along Koloa & along East side Napumahoe nui [Napuumahoe nui] Ravine;
15. N. 50° 16' E. 76.30 chains along the same;
16. N. 29° 58' E. 36.80 chains along the same;
17. N. 47° 45' E. 21.60 chains along same to Public road above Puuhomoa [Puohokamoa] Water fall;
18. N. 28° 50' E. 33.70 chains along East bank of stream in Napumahoonui [Napuumahoe nui] Ravine to beginning

Area 3260 Acres

J.M. Alexander, Surveyor [page 56]

[No. 75, Honomanu Ahupuaa, District of Koolau. 3260 Acres.]

Ke'anae Ahupua'a

Kamaaina:

- None Cited

Features:

- Cliffs
- Government Road
- Streams
- Waterfalls

**Keanae Ahupuaa
District of Koolau, Island of Maui
Boundary Commission
Maui, Volume 2, pages 49-50
No. 76**

Before G. Armstrong, Commissioner of Boundaries for the Second Judicial District, H. I.

Wailuku, Maui, Wednesday, Mar. 27th 1895

In the matter of the Boundaries of the Land of Keanae. District of Koolau, Island of Maui.

Application made by C.N. Spencer, Minister of the Interior and C.P. Iaukea, Esq. Agent for Crown Lands.

Continued to Thursday, March 28th 1895

Wailuku, Maui, Thursday, March 28th 1895 Due publication made.

M.D. Monsarrat, sworn.

The survey which I now submit of the land of Keanae, District of Koolau, Island of Maui, H. I. is a survey made by me and is correct. I identify the map filed and shown me as a correct map of said land.

M.D. Monsarrat having filed his credentials from the Government authorizing him to act in the premises, and after duly notifying all parties holding adjoining lands, and none appearing, it is decreed that the Boundaries of the land of Keanae in the District of Koolau, Island of Maui, H. I. is as follows:

Commencing at the mouth of a stream on the east side of the Keanae flat at foot of pali and running true bearings N. 84° 45' W. 1160 feet along Gr. 1911 to Malailua & Co. to point on edge of pali.

2. S. 19° 22' E. 911.5 feet along Gr. 1911 along edge of pali;
3. S. 5° 23' E. 2030 feet along Grant 1911 along edge of pali to Water fall of "Wai o Kuna;"
4. S. 42° 38' W. 350 feet along the precipice between this land

and Gr. 3215 to Kalilimoku; the stream being the Boundary;

5. S. 6° 26' W. 710 feet along same;
6. S. 21° 15' W. 1203 feet along same and across a bend in gulch to a concrete post near the Water fall of Keaku;
7. S. 30° 48' W. 999 feet along Gov't. land of Pahoa;
8. S. 33° 33' W. 455 feet along Gov't. land of Pahoa;
9. S. 35° 21' W. 2320 feet along Gov't. land of Pahoa to place called "Ka pahu ku." [page 49]

10. S. 45° 9' W. 1100 feet along Pahoa to place called "Ke Poo o ka Moku";
11. S. 49° 58' W. 2908 feet along Pahoa to a place called... [line illegible];
12. S. 61° 58' W. 2199 feet along Pahoa to a large ohia tree marked K at a place called Ainakihi [?] on ridge;
13. S. 14° 50' W. 3180 feet along Pahoa up center of the ridge to a place called Nunumea;
14. S. 43° 55' E. 1290 feet along Wailua Nui & Iki through woods point is same.
15. S. 4° 43' E. 8810 feet along Gov't. lands to a large rock marked thus [line with diamond on right] on ridge. North of a hill called Puu Alaea;
16. S. 3° 2' E. 4150 feet along Gov't. lands passing on the East side of Puu Alaea to a large rock on the brink of Haleakala crater called "Pohaku oki aina" at a place called Palaha. Where all the large lands of East Maui meet;
17. N. 42° 38' W. 32490 feet along Haiku across the Koolau Gap to a point on the West edge of same;
18. N. 12° 15' E. 7660 feet along Haiku to a hill called Kikau at the S. corner of the land of Honomanu;
19. N. 44° 43' E. 21375 feet along Honomanu to the sea. Thence along sea shore to initial point;

The traverse along the sea shore being as follows:

20. North 87° 10' E. 1360 feet along the sea shore to mouth of stream;
21. N. 61° 42' E. 2040 feet along sea shore to mouth of stream;
22. N. 23° 40' E. 1420 feet along sea shore to mouth of stream;
23. S. 65° 18' E. 1280 feet along sea shore to mouth of stream;
24. S. 1° 52' W. 2045 ft. along sea shore to initial point;

Honolulu, July 1883, M.D. Monsarrat, Sur. Area, 11148 Acres.

Goodale Armstrong
Commissioner of Boundaries II J.C. [page 50]

[No. 76, Keanae Ahupuaa, District of Koolau, Island of Maui. 11,148 acres]

Wailua Nui & Wailua Iki

Kamaaina:

- None Cited

Features:

- Cliffs
- Grant Lands
- Streams

**Wailuanui & Wailuaiki Ahupuaa
District of Koolau, Island of Maui
Boundary Commission, Maui Island, Book 2:57-58
No. 71**

Before G. Armstrong, Boundary Commissioner for the Second Judicial District, Hawaiian Islands, Wailuku, Maui, Wednesday, March 27th 1895.

In the matter of the Boundaries of the Land of Wailua Nui and Iki (1st and 2nd), District of Koolau, Maui

Application made by C.N. Spencer, Minister of the Interior for Government Land and C.P. Iaukea, Agent for Crown Lands.

Due publication made.

Hearing continued to Thursday, March 28th, 1895

Wailuku, Maui, March 28th, 1895

M.D. Monsarrat, sworn.

The survey which I now submit of the lands of Wailuanui and Wailua Iki in the District of Koolau, Island of Maui, Hawaiian Islands, is a survey made by me and is correct. I identify the map filed and shown me, as a correct map of said land.

M.D. Monsarrat having filed his credentials fully authorizing him to act in the premises, and after duly notifying all parties having adjoining lands, and none appearing, it is decreed that the Boundaries of the land of Wailua in the District of Koolau, Island of Maui, H.I. are as follows:

Commencing at the sea at the mouth of the Wailua iki stream and running true bearings:

1. S. 26° 37' W. 17250 feet along Grant 1164 to Stephen Grant & Government lands to point in woods; Thence
2. N. 43° 55' W. 12190 feet along Keanae to point on edge of pali at the head of a ridge at a place called Nunumea;
3. N. 79° 2' E. 2510 feet along Government Land to water fall called Kanou [?]. The edge of the pali being the boundary;

4. N. 50° 00' E. 3770 feet along Government land, to water called Wai o Kukui. The edge of the pali being the boundary;
5. N. 63° 35' E. 2795 feet along Govt land to water fall called Kaawale. The edge of the pali being the boundary;
6. N. 15° 36' W. 1520 feet along Govt land down stream across fork of stream to Grant 3223 to Kaakuamoku and Kailiau [page 57];
7. N. 18° 34' E. 325 feet along Gr 3223 down the Kamilo stream;
8. N. 49° 54' E. 310 feet along Grant 3223 down the Kamilo stream;
9. North 34° 5' East 212 feet along Grant 3223 down the Kamilo stream;
10. N. 13° 37' west 280 feet along Grant 3223 down the Kamilo stream;
11. N. 43° 22' East 615 feet along Grant 3223 down the Kamilo stream;
12. N. 33° 30' East 405 feet along Grant 3223 down the Kamilo stream;
13. N. 45° 40' East 590 feet along Grant 3223 down the Kamilo stream;
14. N. 27° 18' East 216 feet along Grant 3223 down the Kamilo stream;
15. N. 17° 59' East 522 feet down Grant 3223 down the Kamilo stream;
16. N. 27° 57' East 1158 feet along Grant 3223 down the Kamilo stream to top of rocky knoll on west bank of stream;
17. N. 20° 16 East 1158 feet along Grant 1899 to Kaniho & Co. down the Kamilo stream;
18. N. 78° 5' E. 1075 feet along same down stream to the Government road;
19. S. 89° 45' E. 2640 feet along Grant 2549 to Kaihaa & Co. down the Kamilo stream to the water fall of "Wai o kilo"; at sea pali.
20. S. 4° 50' E. 2380 feet along sea shore to the mouth of the stream
21. S. 51° 40' E. 1780 feet along sea shore to the initial point.

Area 3034 Acres
Honolulu, July 1883, M.D. Monsarrat, Surveyor...

[No. 71, Wailuanui and Wailuaiki Ahupuaa, District of Koolau. 3,034 Acres.]

**Moku o Kula – Kalialinui Ahupua‘a
(Shared Boundary with Hāmākuapoko & Adjoining Lands)**

Kamaaina:

- Alakiki
- Auwae
- Hikiau
- Kaawa
- Kamamani
- Kaumiumi
- Kekoa
- Keoho
- Keohohiwa
- Kiha
- Kuawaeku
- Maikaaloa
- Malaihi
- Napue
- Panee
- Weka

Features:

- Bird Catcher Sites
- Caves
- Gulches
- Kahawai
- Kaunuopahu Heiau
- Kuleana & Grant Lands
- Loko ia (Mauoni & Kanaha)
- Sheep pen
- Springs

Though a part of the Kula Region, Kalialinui shares boundaries with Hāmākuia Poko-Makawao. We have included excerpts from the larger collection of the boundary proceedings, identifying native witnesses—many of whom shared a generational attachment with Hāmākuia Poko and Hāmākuia Loa. Most of the early witnesses poke in Hawaiian, and we have prepared syntheses of selected narratives below.

The initial hearing of an application for Kalialinui was made on February 21, 1871, and related to a dispute over the boundary between Wailuku, and “Aina Lei Alii” (Crown Land) and Kalialinui (Boundary Commission Maui, Volume 1, pages 2-12).

Excerpt of witness testimonies:

Kiha, Sworn and Stated:

Kamaole, at Kula. Island of Maui is my birth place, Hawaiian Islands. I resided with Kamehameha First in 1797. I know the land of Kaliialinui, and know the lands that adjoin Kaliialinui, that is the land of Wailuku. The land was for Kamehameha. It was obtained by Kamehameha in the battle of Kepaniwai. That was the first time that I saw that land...

...I was born at Kula, but I resided at Hamakua poko when Kaliialinui was surveyed. I went with Makalena and pointed out the boundaries of Wailuku and Kaliialinui.

The boundaries were pointed out to my by the old People of the above lands. This was in the time of the Niaukani [ca. 1810] when Kamehameha I was living. I was with Kaumiumi and Keoho my grandfather, who were people of Kaliialinui and Pulehu. Kamamani, Weka, and Kuawaeku were the people who went with us.

We also saw the ponds named Mauoni and Kanaha. The Chief Kihapiilani was the one who made those loko ia [Fishponds]...

Here are the chiefs of Kaliialinui. Keohohiwa was the first. When he was finished, then it was Kauikeaouli, and then Maikaaloo (Kamaikaaloo), and afterwards, it was the daughter of Maikaaloo, who married Panee. The land was not surveyed in the time of Maikaaloo...

Malaihi, Sworn and Stated:

My birth was during the time of Kamehameha the first. I reside in Kula on the island of Maui. But I was born on Lanai. I lived in Hamakuapoko before the time of the Niaukani (ca. prior to 1811). I know the lands of Kaliialinui, above Kula...

...The land of Kaliialinui has a *kahawai* (stream gulch), on one side, on the Kula side of the land is the place called Keahua. That is the side that adjoins the *kahawai* of Kaliialinui. Kaliialinui is an *ahupuua* and so is Keahua. They meet together and run to Puukoa, the lands above Kaliialinui and Omaopio. Wailuku is below, running to Pulehunui, and reaching to the sea....

In earlier times, there were many bird catchers. Here are the things done by the Kula people who caught birds, the *Aweoweo* and *Ilima* were the two baits used; the people of Wailuku used the *Walahae* as their bait to catch birds. Puukoa was one place where the people went to catch birds. If the people of Kula went above Puukoa to catch birds, the Wailuku people would follow them and chase them out. Also, the Kula people could not go to get salt from Kanaha, even the chief could not go to get it...!

Napue, Sworn and Stated:

Wailuku is the place where I was born. It was in the time of Kamehameha I. I know the boundaries where Wailuku joins Hamakuapoko, Haliimaile, Kula and Pulehu. I went with various people to these places spoken of above. Kaawa and I knew Makalena.

Hamakuapoko Joins Wailuku at that place called Keone Kapoo, and from there it runs to Puunene, and from Puunene, up to Papakaloo. Then joining Hokuula, with Haliimaile above. From there it goes to Puukoa, a rocky hill. There is a road/trail at Puukoa. There on the makai side alanui is the land of Waiohonu. The depart there to Puuninale...

Hikiau Sworn and Stated:²⁹

I have lived at this place since the time of Kamehameha the first (on Maui), I am 94 years old. I have seen the boundaries of Kalialinui. When Kamehameha the first died, it was obtained by Kamehameha the second. We climbed up with Liholiho and Auwae, to shoot *iole* in the uplands. On the shoreward section, Kalialinui, bounds with Wailuku, at Aiuhini...

**Kalialinui Ahupuaa
District of Kula, Island of Maui
Boundary Commission
Maui, Volume No. 1 pages 105-107**

Keena Kiaaina o Maui, Lahaina, Sept. 1877

No. 33

**Keena Kiaaina, Maui
Lahaina Sept. 1877**

Alakiki, Sworn and Stated.

My name is Alakiki, I know the boundaries of "Kalialinui." Begin in the uplands, and the land dividing Stone, "Palaha," and go to "Puuokakae," adjoining "Puuliolio," and from there to the house of Samuel of Kahawaiapapa, then go from Kakalenalena; thence go upland again to Holonokai (a cave), till Puu Mahanalua (where there is a water source – spring), adjoining Makaehu, then go until Kaumekeakapakahī which is along Aapueo, and then go up the gulch, that is it.

Then beginning again in the uplands. From Palaha to Hanakauhi, where the rocks hold fast, it is Papaanui. Where the rocks roll, it is for Kalialinui. I am familiar with the uplands, my father pointed them out to me. From, go to the spring (the water is for Pulehu and Kalialinui), then go to the sheep pen of Samuel. Then go along the Omaopio lands of Laukapalili, Puuokoha, and Kawahinepilau. That is all I know...

Kekoa, Sworn and Stated,

My name is Kekoa. I was there on some of the days that Brown surveyed Kalialinui. I did not get to all of the corners. The survey was begun at "Waiakapae," It was from there that I began to point out locations. Then go to Kaunuopahu (heiau – temple), then to Kamaka, then to Lukela, and then to Kekoa at the gulch. Then to Pahoa, and on to Puulehua, to the stream of Waiohonu, then along Pulehu at the intersection of the Trail...

**Description of Boundary of "Kalialinui"
J.F. Brown, Surveyor, February 1877**

Beginning at a granite post at the junction of Kalialinui, Wailuku, and Waikapu, from which point the Govt. Survey Station "S. base" Waikapu Common bears thence the boundary:

N. 36° 41' E. (true) Var. 3050.5 feet Along Wailuku to the top of a large rock at place called "Puukoa";

N. 28° 36' E. (true) Var. 7° 36', 8376. feet along Wailuku to a concrete post marked + at N. corner of this land, from which point Govt. Survey Station on "Puuweli" bears S 62° 7' E

²⁹ Hikiau was a resident of Kaupakulua as granted in Royal Patent grant No. 771.

- and Govt. Survey Station on "Puuokoha" S 38° 25' East;
- S. 51° 58' E. (true) Var. 10° 17', 8947 feet Along Govt. Land to a rock marked + on bank of Kalialinui ravine from which point "Puuweli" bears S 68° 36' E;
- S. 59° 30' E. (true) Var. 9° 32', 11491 feet to a point on S. Bank of ravine, the bottom of which is the boundary of Kalialinui, on this side;
- S. 46° 32' E. (true) 8062.7 feet to a point on S. bank of ravine, the bottom of ravine still being boundary;
- S. 66° 7' E. (true) Var. 8° 23' 15624 feet (boundary in ravine) to a rock marked X on A Bank of ravine at the upper end of Aapueo;
- N. 13° 27' W. (true) Var. 10° 3' 1184 feet along Aapueo to stake;
- N. 15° 00' E. (true) Var. 8° 1292.6 feet along Aapueo to stake;
- N. 42° 18' E. (true) 478 feet along Aapueo to a point on North bank of ravine separating Aapueo from Makaehu;
- S. 53° 11' E. (true) 530 feet along N Bank of the ravine (the bottom being boundary) to stake;
- N. 42° 41' E. (true) 1528.0 feet to a point at top of Cave "Holonokai";
- N. 39° 42' W. (true) Var. 8° 41', 1180 feet to a point on S. bank of same near Kakakalenalena, the bottom of the ravine being the boundary; [page 106]
- N. 60° 31' E. true Var. 550 feet Along Makawao to a point marked X on Govt, Survey map of Makawao;
- N. 61° 45' E. true, Var. 9° 15' 3065 feet to iron stake on rising ground, about 500 feet mauka house at "Olinda";
- S. 82° 23' E. true 10020. feet to the top of a wooded hill called "Puuokakae";
- S. 53° 21' E. true 42980. feet along Haiku to a huge rock called "Pohaku oki aina" on the east ridge of Haleakala crater at a place called "Palaha";
- N. 82° 45' W. true 12946 feet to a mound of stones at "Hanakauhi", the top of ridge being boundary between these last two points;
- S. 82° 18' W. true 21479.4 feet crossing Crater to a place called "Kalahaku" where at the top of precipice is a large lava rock marked K, from this point Govt. Survey Station on "Puunianiau" bears N 3° 44' W. and "Puupane" station N 42° 13' W.;
- N. 36° 7' W true 15530 feet along Pulehunui to a mound of stones on a small hill mauka of sheep station, and on North side of ravine;
- N. 61° 30' W. true, Var. 11° 15', 6218 feet to a mound of stones at upper end of Omaopio, near bank of ravine;
- N. 44° 33' W. true 7622.3 feet to a rock marked + on top of hill, from which point Puupane station bears N. 40° 11' W.
- N. 65° 8' W. true, Var. 6° 25', 2382 feet to pile of stones at N.E. corner of Kekoa's land;
- N. 66° 31' W. true 1977 feet to pile of stones along Kekoa's land;
- N. 59° 37' W. true 1062.6 feet along Kamaka's land;
- N. 66° 45' W. true 1273.8 feet along Kamaka's land;
- N. 55° 14' W. true 2244 feet to Kamaka's makai corner;
- N. 6° 39' W. true 92 feet to mauka corner of Lukela's land;
- N. 44° 33' W. true 303.6 feet along Lukela's land;

N. 51° 26' W. true, Var. 8° 19', 1923.6 feet to makai corner of Lukela's land;
N. 50° 46' W. true 261 feet;
N. 70° 27' W. true, Var. 10° 23', 1807.2 feet to rock in Ravine, the bottom of this small
ravine being boundary along Kekoa;
N. 20° 4' W. true 504 feet along ravine;
N. 71° 54' W. true 712 feet along ravine and onto West bank of same to a mound of
stones;
N. 83° 6' W. true, Var. 9° 9', 1406.8 feet
N. 44° 57' W. true, Var. 9° 18', 2118.5 feet to a large rock on North Bank of ravine;
N. 53° 50' W. true, Var. 8° 20', 2521 feet;
N. 53° 12' W. true, Var. 8° 10', 2541.2 feet;
N. 83° 10' W. true, Var. 7° 20', 6731.9 feet to a concrete post marked +;
N. 79° 8' W. true, Var. 8° 52', 7882.4 feet to a rock marked X on S bank of ravine at place
called "Puulehua;"
S. 86° 14' W. true, Var. 14° 20', 3056 feet to a point on S. side of shallow gulch;
N. 70° 19' W. Var. 8° 11', 1090.5 feet along Pulehunui to place of Commencement.

Whole Area 19,838 Acres

Hanaia ma Lahaina i keia la _____, September A.D. 1877, Ke hooholo nei au, ua pono, a ua
pololei ke ana a J.F. Brown.

Komisina P. Aina o Maui
2nd Judi. Circuit. [page 107]

**AIA I HEA KA WAI OLA A KĀNE?”
(WHERE ARE THE LIFE-GIVING WATERS OF KĀNE?)
DEVELOPMENT AND LOSS OF WATER RESOURCES**

‘Ike Kūpuna (Traditional Hawaiian Knowledge) informs us that native traditions, practices and beliefs, are directly tied to the health and well-being of the land or ‘āina — that which sustains. These practices and cultural values are not mutually exclusive from the larger modern community of Maui. Indeed, a healthy land makes for healthy people. One traditional Hawaiian proverb that has been handed down over the generations asks us, and then instructs us —

**“He ma’i ka honua, he’aha ka lā’au?
He ua! No ka mea, uwē ka lani ho’ōla ka honua!”**

(When the earth is ill, what is its medicine?
Rain! Because, when the heavens cry, the earth is healed)
(Apelahama Kaho’okaumaha Moses; Hōnaunau, 1977 and Joseph R. Rosa, 2001).

By this saying, it is easy to understand the Hawaiian association of water and health. The tears (rains) that fall from the heavens cause the waters to flow, and they in turn, give life to the earth; the earth in turn, sustains the people.

Another old Hawaiian saying expresses the value of doing what is good, and the rewards of such action —

**“Maika’i ka hana a ka lima, ‘ono nō ka ‘ai a ka waha!”
(When the hands do good work, the mouth eats good food!)
(pers comm., Daniel Kaopuiki, Sr.; Lāna’i, 1970).**

The challenge that we face today, when speaking of ka wai ola a Kāne (the life-giving waters of Kāne) which flow from Maui Hikina, is putting into action that which is good, and which will sustain the generations That follow us.

The historical narratives cited in various sections of this manuscript provide us with important descriptions of traditional and customary practices, customs, and beliefs associated with the ‘āina (land) and wai (water) of Maui Hikina. The sampling of texts offer those who will consider them a cultural-historical context for discussing the resources of what has come to be called the “East Maui Ditch Country,” and for planning future water-actions that take into account the well-being and long-term sustainability the honua ola (biocultural environment) in the context of traditional and customary values of the native Hawaiians. The historical accounts that follow below include some of the primary documentation pertaining to development of the East Maui Ditch System, and it’s licensing through the present-day.³⁰ In addition to the petitions of Maui Hikina residents asking King Kamehameha III to not sell lands to foreigners, subsequent issues with extracting water from stream resources was also being contested in cases by Native Hawaiians. On Maui, one of the early communications documenting impacts traditional and customary rights to water was discussed in a letter written November 23, 1866 from Waikapū. While beyond the boundaries of Maui Hikina, the letter acknowledged the impacts of sugar water development on kalo culture:

³⁰ Digital copies of all records cited below have been transferred to parties of the East Maui Water Authority.

Waikapu
April 23, 1866
T. W. McDaniels to F. W. Hutchinson
Native Petitions to Commissioners of Ways & Water Privileges

...We have now a petition from the Wailuku Sugar Company against a native for Water, and Mr. Farwell informed me he had two more petitions he wished to bring before us but could not in the absence of our Commissioners. Allow me to say if your Excellency would appoint one in the place of Mr. N. Keпоikai during his absence we could go on with our duties and try such cases as may come before us... *... We have two fine cases lately, and only one appealed to the Circuit Court, but there is going to be much trouble in Wailuku respecting Water as the Plantation is taking all the water from the natives, and I am sorry to say the natives will, if it continues become very short of Kalo for Food...* [Hawaii State Archives, Commissioners on Ways & Water, Privileges]

This early observation of the impacts of commercial sugar plantations on Native Hawaiians proved to be prophetic and the biocultural dysfunction has been contended for generations.

**E ‘Olā‘olā ‘ana ka Wai i nā ‘Auwai
(The Water Murmurs in the Ditches)
A Chronological History and Descriptions of the East Maui Ditch System**

The modern ditch history of East Maui dates back to 1876, though it was part of a plan initiated through the efforts of missionaries and other foreign residents of the Hāmākua-Wailuku region, who planted sugar plantations as early as the 1830s. By the 1870s, growing plantation interests in the region sought out ways to turn—what had become a desolate isthmus and neighboring kula lands of Maui—green with cane. Their economic plan was made viable by the passage of a Reciprocity Treaty between the United States and the Hawaiian Kingdom on January 30, 1875, and subsequently ratified in the treaty by King David Kalākaua on April 17, 1875 (Kuykendall & Day 1970). The treaty went into effect on September 9th, 1876, and on September 13th, 1876, King Kalākaua granted issuance of the first Water License for construction of the “Haiku Ditch,” and drawing water out of streams of the Hāmākua Region of Maui. The first license was issued to the Haiku Sugar Company, Samuel T. Alexander, Henry P. Baldwin, James M. Alexander, and Thomas H. Hobron (see Water License below). By July 4th, 1877, the ditch had been formally opened and was supplying water from as far east as Hoalua Stream to the Hāmākua Poko plains. Construction was ongoing at that time, and progress was being made towards the Nā‘īli‘īlihāele Stream (F.L. Clarke, 1878:39-40; in this study).

While testimonies in some public hearings have expressed the sentiment that ‘the waters were taken without permission’ (ref. BLNR Hearing Transcript of May 25, 2001), the initial development of the ditch system was authorized as a part of the Hawaiian Kingdom’s program to promote prosperity for all the people of the Kingdom (cf. Section 42 of the Civil Code of 1859). Of importance to the native Hawaiian families of the land, each of the Water Licenses issued under the Kingdom included clauses that protected the pono wai (water rights) of native tenants of the respective lands through which the ditch system was developed. The original license stated:

PROVIDED NEVERTHELESS and the continuance of the right here before granted is upon this condition...that existing rights or present tenants of said lands or occupiers along said streams shall in no wise be lessened or affected injuriously by reason of anything hereinbefore granted or covenanted... (September 13, 1876 William L. Moehonua, Minister of the Department of the Interior, Kingdom of Hawaii; to J.M. Smith, President Haiku Sugar Company, et al.)

In 1928, J.H. Foss (Chief Engineer, East Maui Irrigation Company) submitted a paper to the Public Lands Commission as a part of the appraisal process associated with General Lease Nos. 1134 (Honomanū), 974 (Hāmākua), and 276-B (Spreckels). In the paper, Foss provided readers with a historical summary of the history of the East Maui Ditch System and Water Licenses:

A brief history of Government Water Licenses on East Maui will give a background for the details to be considered in these three appraisements. There are in all five such licenses, two in addition to the above three. All of them are now somewhat interwoven due to the fact that the transportation of water from each is handled by one and the same general ditch system; accordingly, the two additional ones...are Keanae, No. 1706; and Nahiku, No. 520-B...

...[T]he three licenses which are up for re-appraisal are... *Spreckels License, No. 276-B...the oldest original license in force. It commenced July 8, 1878 and provided for a nominal rental of \$500.00 per year for a period of thirty (30) years; furthermore, it stipulated that for the ensuing thirty (30) years (second half of the term of the license) the rental is to be agreed upon by Licensor and Licensee each ten years in advance...*

The original Hamakua License, however, was the forerunner of all East Maui water Licenses. It dated from 1876. The present Hamakua License, No. 974 is a new license not a renewal of the original one except as to water shed covered thereby... [T]he Spreckels and Hamakua Licenses overlap one another. They are now operated as one and the rental more or less arbitrarily proportioned off to each...

Honomanu License, No. 1134, is a new license which replaced the original lease on Honomanu lands. At the expiration of said lease all improvements thereon, and in connection therewith, reverted to the Government. The present Honomanu License also provides that improvements thereon and in connection therewith revert to the Government...

The present ownership of the ditches transporting water from the Honomanu and Spreckles-Hamakua Licenses is somewhat involved. The original ditches on the Honomanu lease are the Spreckels and M. Louis, which are to a great extent still in use. They reverted to the Government at the expiration of the Honomanu lease in 1908. The Koolau Ditch which also crosses the Honomanu License, but which was built under the Keanae License in 1903-1904, reverted to the Government at the expiration of that license in 1925. Thus all the aqueducts in the land of Honomanu are now, and have been for several years, the property of the Government.

The Spreckels, Center, Lowrie and New and Old Haiku Ditches are still the property of East Maui Irrigation Co.³¹ Those portions of those ditches located on Government land may automatically become the property of the Government at the expiration of the Spreckels License in 1938, although the Spreckels License does not provide for reversion of improvements.

Those portions of the new and old Hamakua Ditch, located upon Government land, reverted to the Government with the expiration of the Hamakua (1916) and Keanae (1925) Licenses respectively; and accordingly have been the property of the Government for some time.

The Wailoa Ditch, which is located on the Spreckels-Hamakua License, is still the property of East Maui Irrigation Co., but those parts which are on Government land will revert to the Government at the expiration of the Spreckels-Hamakua License in 1938...

As indicated in the foregoing, *the water transportation system on east Maui, has undergone vast changes from time to time. The original system was in use without any material changes for about 20 years. It consisted principally of the Hamakua and Haiku Ditches with a combined capacity of about (Haiku 55 plus Hamakua 25) 80 m.g.d. The Lowrie Ditch was*

³¹ East Maui Irrigation Company, Ltd. (EMI) was incorporated through an agreement between Hawaiian Commercial & Sugar Co., Haiku Sugar Co., Paia Plantation, "Five Corporations" and Maui Agricultural Co. The agreement formed EMI, and leased all ditches, water rights and casements, etc. East of the west boundary of the *Ahupuaa* of Opana, excepting as to Kaluanui Ditch to EMI. The Articles of Association of East Maui Irrigation Co. Ltd., were dated June 23, 1908 (EMI Collection – Packets 2 & 4).

then (1900) built this increasing the combined capacity by 60 m.g.d. although one reason for building the Lowrie was to deliver water at a greatly desired higher elevation on the plantation than the Old Haiku, it actually developed that it also served to increase the ditch capacity, as the Old Haiku Ditch was continued in use; especially so when in 1904 one-third of the Koolau Ditch water was added to what these two ditches had been transporting. The Koolau Ditch extends from Nahiku to Alo Gulch; it was completed in 1904 and added the Keanae and Nahiku water sheds to the system. The other two-thirds of the Koolau Ditch water was transported to the plantation by the New Hamakua Ditch, which was built at the same time as the Koolau and which had a capacity of 72 m.g.d. It also supplemented the Old Hamakua Ditch, which was becoming badly worn and leaky, although continued in use for many years thereafter. Thus in 1905 the combined capacity of East Maui Ditches had become (25 plus 55 plus 60 plus 72) 212 m.g.d, an increase over the original capacity of 165%; whereas the availability of gravity water supply on East Maui had been increased by only 40% by the addition of the Keanae and Nahiku water shed.

The capacity of the East Maui Ditch System was still further increased in 1914 by the construction of the 90 m.g.d. New Haiku Ditch and the 90 m.g.d. Kauhikoa Ditch taking the place of the abandoned 55 m.g.d. Old Haiku and the abandoned 25 m.g.d. Old Hamakua, respectively. This additional net increase in capacity of (90 plus 90 minus 25 minus 25) 100 m.g.d was not accompanied by any increase in the gravity water supply.

Finally the 160 m.g.d Wailoa Ditch was built and put into service in 1923. At this same time the westerly portions of East Maui Irrigation Company's Lowrie and New Hamakua Ditches were abandoned, but the easterly portions of each are still in use — the former as a reservoir feeder, that latter as the actual eastern portion of the Kauhikoa Ditch. The Wailoa Ditch therefore gave a net increase in the capacity of the system at the delivery point of (160 minus 60 minus 72) 28 m.g.d., without any increase in the available water supply. Thus in 1923 the total capacity of the East Maui Ditch System at the delivery point became (90 plus 90 plus 160) 340 m.g.d., or an increase of 325% of its original capacity, with only a 49% increase in its available water supply... [J. Foss, Ms. 1928:1-6]

Leases and Water Licenses for the East Maui watershed lands were renewed by the Territory and State of Hawai'i from the 1930s to 1985 (see records cited below). Since 1985, the Water Licenses have been issued to East Maui Irrigation Company, Ltd., on a month-to-month permit and renewed annually (Dean Uchida – BLNR Hearing Transcript; May 25, 2001—see Volume II). Issues regarding the adoption of a Water Code, litigation involving the environmental requirements for the licenses, and contested case hearings have led to delays in the disposition of the Water Licenses (ibid.). The May 25th hearing transcript (in Volume II) contains detailed descriptions of the present conditions of the East Maui Ditch System and issues raised regarding traditional and customary practices, water rights, and environmental concerns.

Historical Records of the East Maui Water Licenses, Conveyances and Ditch Development (ca. 1876-1988)

The following citations provide readers with firsthand accounts of how the East Maui Ditch System came to be developed (*Figure 35*). The records were viewed in the collections of the Hawai'i State Land Division, Bureau of Conveyances, and Archives. Of particular importance to those interested in further study of the licensing history are the General Lease and Water

License packets (including the C.S.F. packets) of the State Land Division may be the packets, numbered 267-B, 475-B, 520-B, 538, 539, 658, 974, 1134, 1706, 2027, 2656, and 3349; and C.S.F. Numbers 20,682 to 20,685, which cover lands of the Nāhiku, Ke‘anae, Honomanū, and Huelo Water Licenses. The above packets are among those that were reviewed while conducting the present study, and excerpts of documentation recorded therein are cited below. Registered Maps — 2482 (tracing by J. Iao, 1909); 2891 (R. Lane, 1932 & 1934); HTS Plat 1011 (tracing by J. Iao, 1915); HTS Plat 1067-A (R. Lane, 1932 & 1934); HTS Plat 1067-B (S. Hasegawa, 1987); and HTS Plat 1067-C (tracing by W. Aona, 1988) provide locational documentation and reference notes that coincide with the historical narratives that follow.

January 29, 1863 (page 3)
Pacific Commercial Advertiser
Letter from Maui – Hamakualoa Notes

There is a belt of cane land commencing at Ulumalu in Hamakualoa and running W. S. W. to Aapueo in Kula and perhaps even beyond, about twelve miles long by an average width of one mile, perhaps more—7680 acres. But over a part of this, the supply of water will always be scanty. There is however in this belt a good chance for two and perhaps three more sugar mills that it now owns... The water taro or rice land from Hamakualoa around eastward and southward till you come to the dry side of Kaupo, a region about forty miles long, may be about 1500 acres in actual cultivation. But I suppose some 4000 acre may be cultivated to water...

June 24, 1876 (page 2)
The Pacific Commercial Advertiser
Irrigation

It is singular that with the spirit of enterprise evinced in many other directions there should have been so little notice taken of one of the most important subjects that could possibly engage the attentions of those eager not only for their own advancement but for the development of the resources of the country, whereby national as well as individual benefit, would be enhanced. We refer to the subject of irrigation, which, in the hands of an intelligent and active administration, might be made to shower blessings upon the country and its inhabitants before unknown; and *in places which are now only noted for their waste and barren condition, fertility of production in many branches of agricultural industry might be created instead...*

Between the beaches of Kahului and those of Maalaea and Kalepolepo lies a vast expanse of level land, forming an isthmus connecting east and west Maui, which as it exists is fit for nothing except the pasturage of animals and in some places not even fit for that owing to an entire destitution of water supply. The area of this land is perhaps not less than fifty thousand acres, and capable, if irrigated, of producing many thousand tons of sugar. Most of this belongs to the government, and if the spirit of enterprise were rife among those in authority, this whole plain could be turned into a garden, for there is an abundance of water running waste upon the highlands of Haleakala amply sufficient if utilized for this purpose to supply the entire tract. The subject of irrigation of this plain has been more than once brought forward for consideration, but no thorough investigations have been divulged, if they have ever been made, as to the best means of bringing down the waste water on to it, or the probable expense that would accrue, although the feasibility of the project is not to be doubted. During the reign of Kamehameha V, some investigations were said to have been made, but as to their nature or comprehensiveness the public were allowed to remain in the

dark, or to be satisfied with the dicta of his imperious ministry, that the engineering would be too costly and the whole affair too ponderous to be handled by the government. The Minister of Interior, we understand, made the assertion that the cost would not fall short of \$200,000; but upon what basis his calculations were made, we are at a loss to know. We are informed by others, whom we think equally competent to judge, that the cost would fall short of this figure; but allowing that it would not, even then it would almost surely prove a paying investment, as who in search of sugar land would not be willing to pay \$25 or \$30 an acre for well watered land?

...This is certainly one of our first and greatest needs, and with reciprocity to back us there would be no fear of the result... We have heard of a suggestion to irrigate this plain, or a part of it, by water derived from the streams of Waiehu and Waihee, much of whose water now runs to waste. But whether such a scheme would be more feasible, or less expensive than that before mentioned, it would be difficult to say... It has been estimated, by those who are competent to observe, that the cost of such an enterprise would not exceed \$30,000 or \$40,000 at the most... [Editorial, Pacific Commercial Advertiser; June 24, 1876:2]

August 20, 1876
Saml. N. Castle, Castle & Cooke Agents;
to W. L. Moehonua, Minister of the Interior:

...The undersigned agents for the following parties engaged in the cultivation of the sugar cane and manufacture of sugar to wit. The Haiku Sugar Co. Alexander & Baldwin & James M. Alexander in the districts of Haiku & Hamakuapoko, island of Maui beg most respectfully to apply to His Majesty's Government for permission to take water from the following streams in the district of Hamakualoa, running over lands owned by the government to wit Nailiilipaele [Nailiilihaele], Kailua, Hoalua, Huelo, Holawa & Honopou for irrigating two or three thousand acres in the said districts of Haiku and Hamakuapoko and for other purposes the said water to be conducted from the said streams, to the said lands through a canal or ditch to be dug or built at the expense of the said grantees.

And the said applicants beg to represent that the said streams of water now flow through a very broken country mostly incapable of cultivation watered by abundant rains and are lost in the sea. The applicants do not wish to interfere with any water rights, if there be any, located between the points at which they propose to take the water now applied for and the sea but believe the said proposed ditch will be of the public benefit which every prosperous enterprise is in any country and may hereafter be so enlarged as to greatly promote the public prosperity.

For any detailed information we beg to refer you to Saml. T. Alexander Esq. who is at present in town & will be happy to give you any information upon this subject in his power...

P. S.

I beg to add to the above included in those who will assist in the expense of this trial ditch which if a success will be of great value as to the practice ability of such enterprises for the development of the resources of the country. Capt Thomas H. Hobron and Grove Ranch... [HSA, Interior Department Box 55 – Water Maui & Molokai, 1866 – 1887]

September 7, 1876
C.T. Gulick, Interior Department;
to Messrs. Castle and Cooke, Agents Haiku Sugar Co. :

...I am directed by His Excellency the Minister of the Interior to say in reply to your Application of the 21st August last for certain water privileges, - that the Government will grant to the Haiku Sugar Co., Alexander and Baldwin, James M. Alexander, The Grove Ranch Plantation and Thomas Hobron, and their respective and several successors heirs and assigns the license to take water from the streams named in the application and to carry the same over all Govt. lands intervening between the said Streams and the remotest of the lands to which it is now desired to carry said water for the period of twenty (20) years from date of acceptance at the rate of One Hundred Dollars (\$100.-) pr Annum, upon condition:

- 1st That a sufficient ditch, canal or other waterway shall at once be commenced and finished in a reasonable time.*
- 2nd That this grant shall in no way interfere with the rights of tenants upon said Government streams or lands.*
- 3rd Nor shall it in any way affect the right of the Government to grant to any person or persons the right to take water (not to interfere with the water herein granted) from the same or other streams to be carried over the same land or lands for any purpose whatsoever, and if need be through the ditch or canal to be constructed by these grantees, provided however that during the said twenty years the supply of water, a right to take which is herein granted, shall not be diminished by act of the Government.*
- 4th That at any time during the said period the government may purchase the said ditch canal or other water way, * (* upon payment of the actual cost thereof only) and in case of said purchase will continue to furnish water to these grantees and their respective and several successors, heirs and assigns at a just and reasonable rate not to exceed that paid by other parties taking water from such ditch or waterway.*

I am directed to say further that as early as possible a proper instrument will be drawn embodying the foregoing conditions and executed by His Excellency in favor of the above mentioned parties... [HSA, Interior Department Letter Book 13:444-445]

September 7, 1876
Wm. R. Castle, Attorney General;
to Wm. L. Moehonua, Minister of the Interior:

...The application of Messrs. Castle and Cooke representing the Haiku Sugar Company, Alexander and Baldwin, James M. Alexander, the Grove Ranch Plantation and Capt. Thos H. Hobron dated August 21, 1876, has been placed before me. This application requests permission to take water from several streams in Koolau, Maui, to be carried to their respective sugar plantations, for purposes of irrigation.

So far as I am informed, this application is new, in its nature. It is not for land, nor, as I understand, for an absolute sale or grant of the waters of the streams mentioned in the application. The application, is for a license; the license to take and use water, conveying the same in part over several government lands.

Several questions are suggested upon the matter of which the more important appear to be.

1st *Has the Minister of Interior the power and authority to make such a grant?*

2nd *What can be conveyed or granted? &*

3rd *Is the use asked by the application contemplated by our law?*

Upon these questions, my opinion is as follows:

The great act of 1848, confirming the gift of lands to the people, as made by Kamehameha III, confers upon the Minister of the Interior, full power to direct, superintend and dispose of said lands; provided however that the terms and conditions of sale should be approved by the King in Privy Council. No further provision or restriction was made by law till the year 1859 when the Civil Code was published as then revised and became the law of the land. Sections 39, to 48 inclusive refer to government lands and Kingdom property. Section 42 expressly provides that "by and with the authority of the King "in Cabinet Council," he shall have "power to lease, sell or otherwise dispose of the public lands and other property in such manner as he may deem best for the promotion of agriculture and the general welfare of the Kingdom subject however to such restrictions as may from time to time be expressly provided by law." By the terms of section 40, "streams, ponds, springs, "watercourses" to constitute part of such property.

Section 48 prohibits said Minister from disposing of certain springs and ponds near Honolulu and all other government water ponds, springs and streams "which may be valuable for public use." By the laws of 1874, chapter 24, the Minister is prohibited from selling any land the value of which is over \$5,000 without the consent of the King in Privy Council. No other laws have been passed affecting the question. Subject, therefore to the provisions of these sections read together, the Minister of the Interior has full power to make the grant asked, for it will be seen that the law of 1874 does not apply. For the purposes of the case in hand, it needs only the consent of the King in Cabinet Council. It may be claimed that the provisions of section 48 prohibit the disposal of the water asked for. The answer to this is that as there are no cities, towns or villages, and at best but a very sparse population in that region and the waters from time immemorial run waste into the sea there can be no public use for which they are so valuable as to prevent a disposal. In addition to which, the provisions of Section 48 probably apply only to absolute alienations of title.

The application asks for the right to take water. It asks a grant of a license which may be made by deed of lease.

The answer to the third question seems to me to be very clear. It is asked that water may be taken for the purpose of irrigation, in short for the uses of agriculture, an interest particularly specified as one which the government should foster and encourage and for which a disposal of the public property may be made. The Reciprocity Treaty having passed and a brighter future opening for the country, it becomes the duty of the Government to aid and foster in every possible way, the agricultural interests of the country upon which our prosperity mainly depends. In offering and furnishing such aid anything like a monopoly must be guarded against. The government acts for all parties and should endeavor to distribute equally whatsoever of favor it may have, or, as, in this case when no favor is

asked but a license is requested to guard against any injury to private rights by the establishment of any monopoly.

At some future day the government as is the case in some of the European nations may undertake the work of carrying water from place to place as, the country may need, but at present is not prepared to engage in any such development of internal resources, and for such water may demand a reasonable compensation. Its ponds, springs and streams are valuable and should be guarded and protected. Until, the government is ready to undertake such work no obstacle should be thrown in the way of others, who are able and ready, to commence such work. It seems a fit and proper thing to grant the application made by Messrs Castle and Cooke, reserving certain rights to the government as will be hereinafter specifically set further. The applicants propose to begin work immediately, they have already gone to considerable expense as I am informed in surveys. At present of course the work is largely experimental if successful it will largely increase the value of their lands as well as those adjoining. In this the whole nation will join indirectly, and it is but just that very liberal terms should be made. It is desired to begin at once for the purpose of allowing that, I would suggest that an answer be sent to Castle and Cooke, immediately containing the following conditions and terms.

“The Government will grant to the Haiku Sugar Company, Alexander and Baldwin, James M. Alexander, the Grove Ranch Plantation and Captain Thos H. Hobron and their respective successors, heirs and assigns, the license to take water from the streams named in the application and to carry the same over all government land intervening between the said streams and the remotest land to which it is now desired to carry said water, for the period of twenty years from date of acceptance of these terms, at an annual rent of one hundred dollars, upon condition:

- 1st *That a sufficient ditch, canal or other waterway shall be at once commenced and finished in a reasonable time.*
- 2nd *That this grant shall not interfere with the rights of tenants upon said lands or streams.*
- 3rd *Nor shall it in any way affect the right of the government to grant to any person or persons the right to take water (not, to interfere with the water hereby granted) from the same or other streams to be carried over the same land or lands for any purpose whatsoever, and if need be, to be carried through the ditch, canal or other waterway to be constructed by these grantees, provided however, that during the said period of twenty years the supply of water, a right to take which is hereby granted, shall not be diminished by act of the government; and*
- 4th *That at any time during said period the government may purchase the said canal, ditch or other waterway upon payment of the actual cost thoroughly, and in case of such purchase will continue to furnish water to these grantees at a just, and reasonable rate not to exceed that paid by other parties taking water from such ditch or other waterway.*

In case such a communication is sent and accepted, all rights of the government will be reserved, the work can begin at once, and the necessary deeds drawn up, in accordance with the above terms at a more convenient day.

I return herewith the application of Messrs Castle & Cooke... [HSA, Interior Department Box 55 – 1866-1887; Water: Maui & Molokai]

September 8, 1876

Castle & Cooke, Agents of the Haiku Sugar Co., Alex & Bald., J. M. Alexander and J.H. Hobron for and in behalf of the Grove Ranch Plantation; to W.L. Moehonua, Minister of the Interior:

...We beg to acknowledge the receipt of your Communication of Sept. 7th in reply to our application of Aug 21st and stating the terms and conditions under which you are willing to grant the Haiku Sugar Co. Mess Alexander & Baldwin, James M. Alexander and T. H. Hobron for & in behalf of the Grove Ranch Plantation certain water privileges from the streams of Nailiilihaele, Kailua, Hoalua, Holawa & Honopou.

In reply, we beg to state to your Excellency that we accept the terms offered.

We enclose our check on Bishop & Co. for \$100 being the amount for the first year's rental of said water privileges.

Thanking you for the favourable responses to our application. We remain, Your Excellency's Obedient Servants... [HSA, Interior Department Box 55 – Water Maui & Molokai, 1866 – 1887]

September 12, 1876

Castle & Cooke, Agents; to W. L. Moehonua, Minister of Interior:

...As the Honolulu Agents for the Grove Ranch Plantation are not now ready to assume the responsibility of making the owner of that Plantation a party to the proposed agreement with the Government in regard to a water lead from the streams in Maui, mentioned in our letter of the 21st Aug. current, and as we have no authority otherwise to make him such party, we respectfully request, that the Grove Ranch Plantation, or the owner, be not made a party to the proposed agreement.

We, presume that Mr. T. H. Hobron, being a first Mortgagee on that Plantation, and also a party to the agreement will protect its interests... [HSA, Interior Department Box 55 – Water Maui & Molokai, 1866 – 1887]

September 13, 1876

William L. Moehonua, Minister of the Department of the Interior, Kingdom of Hawaii; to J.M. Smith, President Haiku Sugar Company, et al.: Agreement Between Hamakua Ditch Company and Hawaiian Government

AN INDENTURE made and concluded this 13th day of September A.D. 1876 by and between William L. Moehonua Minister of the Department of the Interior of the Kingdom of the Hawaiian Islands of the first part and the Haiku Sugar Company a corporation established under the laws of the said Kingdom and Samuel T. Alexander and Henry P. Baldwin doing business as co-partners on the Island of Maui in said Kingdom under the firm name of Alexander and Baldwin and James M. Alexander of said Island of Maui and Thomas H. Hobron of the City of Honolulu, in the Island of Oahu in aid Kingdom of the second part. Whereas the said parties of the second part being desirous of using for

irrigation and otherwise the water of certain streams hereinafter named by conveying the same by means of a ditch canal pipe aqueduct or other watercourse by them to be constructed over certain lands situated on said Island of Maui and amongst them certain lands of the Hawaiian Government have recently applied to the said party of the first part and requested him that they be secured by the authority of the Hawaiian Government on such terms and conditions as it may deem just to grant unto them the right to take, draw off and use the water of said streams for their own use for purposes of irrigation or otherwise and the right to enter into Government Lands and to dig and construct there-in a water-course whereby to conduct over them the water of said streams and to continue, maintain and repair such water course with full right of egress and ingress upon and out of said lands at any and all times while and so long as the right to use said water shall be granted to them.

AND whereas the said Minister of the Department of the Interior by consent of the King in Cabinet Council has power to sell lease or otherwise dispose of the public lands and other property in such manner as he may deem best for the promotion of agriculture and the general welfare of the Kingdom, provided that no sale of any land or lot exceeding Five Thousand Dollars in value shall be made without the consent of the King in Privy Council.

AND whereas the water of the said streams has from time immemorial flowed off into the sea and thereby become useless for irrigation or other purposes and it would promote the general welfare of the Kingdom and its agriculture if the same were utilized as aforesaid.

AND whereas the Hawaiian Government is not now ready or willing to incur the expense and undertake the labor of constructing such water course.

Now therefore this INDENTURE WITNESSETH that in consideration of the premises and also of the sum of One Hundred Dollars, paid before the signing and ensembling of these presents by the said parties of the second part to the said parties of the first part for the use of the Hawaiian Treasury the receipt whereof is hereby acknowledged and in further consideration of the promises, covenants and undertakings hereinafter mentioned on the part of the said parties of the second part by them to be kept and performed, He the said William L. Moehonua, Minister of the Department of the Interior of the Kingdom of the Hawaiian Islands by and with the consent of the King in Cabinet Council and by virtue of the authority by law in him vested, doth hereby covenant and grant with and to the Haiku Sugar Company, Alexander and Baldwin, James M. Alexander, and Thomas H. Hobron and their respective successors, representatives and assigns that it shall be lawful for them and their agents and servants and all and every person and persons for the benefit and advantage of them the said parties of the second part and of their respective successors, representatives and assigns from time to time and at all times during the term of twenty years next ensuing after the date of these presents (except as hereinafter provided) *to take, draw off, conduct away and use for their own purposes of irrigation or otherwise the water in and from those certain streams and sources of water situate in the District of Hamakualoa in said Island of Maui, known as Nailiilinaile [Nailiilihaele], Kailua, Huelo, Holaua [Holawa], and Honopou and to conduct and cause said water to flow through any watercourse from the said streams or sources of water or any part or portions thereof and over any and all lands of the Hawaiian Government situate in said Island of Maui (except as hereinafter provided) over which it may be for the convenience or interest of the said parties of the second part, their successors, representatives and assigns to conduct or cause said water to flow for their use and purposes as aforesaid and to enter into and upon and pass and repass and dig up said*

lands and any part thereof in order to construct, maintain, repair, replace and keep in order and use such watercourse and to do all such acts in and upon said streams and sources of water and lands as shall or may be necessary in order to convey and use the water of said streams and sources of water *PROVIDED NEVERTHELESS and the continuance of the right herebefore granted is upon this condition the said water course shall be constructed by the said parties of the second part within two years from the date hereof and that existing rights or present tenants of said lands or occupiers along said streams shall in no wise be lessened or affected injuriously by reason of anything hereinbefore granted or covenanted* and that the said parties of the second part their successors, representatives and assigns shall pay unto the said party of the first part and his successors the sum of One Hundred Dollars during each and every year in which they shall use the said water as aforesaid by authority of these presents which said sum shall be payable in advance on the first day of October in each of said years and also reserving and excepting unto the said party of the first part and his successors the right to conduct water or to grant to any other person or persons, corporation or corporations the right to conduct water from said streams and sources of water or from any other streams or sources of water over said lands in such manner and to such extent only as shall not diminish or interfere with the supply or use of the water as hereinbefore granted and secured to the said parties of the second part or impair or render less useful to said parties of the second part their successors, representatives or assigns the use and enjoyment of said watercourse and water. *And further provided and it is hereby further agreed that at any time after the King in Privy Council shall have approved of the report of the Commissioners to be appointed under the provisions of an Act "To Develop the Resources of the Kingdom" approved on the 25th day of September A.D. 1876 defining and setting forth a place to develop the resources of the Island of Maui but more particularly in the reference to the Districts of Koolau, Hamakua, Makauao [Makawao] and Kula or any of them the said party of the first part and his successors may purchase of the said parties of the second part their successors, representatives and assigns all the material used in constructing said watercourse and all the right, title and interest, of them, and every of them in and to the same and also may discontinue all the rights of water and way hereinbefore granted upon payment of such sum of money as the construction of such watercourse and material used therein shall have cost to the completion thereof and in addition to such payment agreeing thereafter to furnish said parties of the second part their successors, representatives and assigns with water through such watercourse or otherwise in such quantities as may be required by them to irrigate their respective lands (not exceeding in amount that to which a right is hereinbefore granted) provided such quantity shall flow in such watercourse or otherwise from said streams but not for a longer period than the unexpired term hereof and upon such just and reasonable annual rates as shall in no case exceed the rates paid by any other parties for such water nor in any case during the unexpired term of this grant shall such annual rates exceed five dollars per acre to the grantees or their respective successors, representatives or assigns for land irrigated.*

AND it is further agreed that if at the end of said term of twenty years the rights hereinbefore granted shall be granted to any person or persons corporation or corporations by said party of the first part or his successors they shall be offered to be renewed and continued (on like terms and conditions with those herein named) unto the said parties of the second part their successors representatives and assigns for a further term of twenty years. And the said parties of the second part for themselves and their respective successors, representative and assigns, covenant with the said party of the first part and his successors that they will pay said sum of One Hundred Dollars annually as aforesaid and that they will complete said

watercourse within two years from date hereof or forfeit and surrender all rights hereinbefore granted unto them, and that in constructing, maintaining or replacing said watercourse that they will do unnecessary damage to said lands.

IN WITNESS WHEREOF the said William L. Moehonua as Minister of the Interior party of the first part and the said Haiku Sugar Company by its President and Secretary and the said Samuel T. Alexander and Henry P. Baldwin and the said James M. Alexander and the said Thomas H. Hobron parties of the second part have herein set their respective hands and seals the year and day first above named.

William L. Moehonua
J. Mott Smith Pres. Haiku Sugar Co.
Jos. P. Cooke Secy “ “ “
Alexander & Baldwin per H.P. Baldwin
James M. Alexander
T.H. Hobron by his atty. in fact E.C. Hobron [Bureau of Conveyances, Liber 49:167]

September 16, 1876 (page 3)
Pacific Commercial Advertiser
Letter of Wm. R. Castle, Attorney General:

...On the 21st of August last, an application in writing was made to the Minister of the Interior by Messrs. Castle & Cooke on behalf of Haiku Sugar Company, Alexander & Baldwin, and James M. Alexander, for permission to take water for the purpose of irrigation, from certain streams in Koolau, Maui. The matter was duly considered in Cabinet Council, the request being considered with favor. The view was taken that while at some time the government might undertake the business of carrying water for public purposes and for the benefit of our agricultural interests, yet at present it is not prepared so to do; and that till such time, a wise and liberal policy ought to be pursued and private enterprise promoted in every manner consistent with the public good. The government looks upon the proposal of the above named persons as experimental. The result of that experiment will benefit the whole country, by showing what can be done in that behalf and what the cost of such a work will be.

While the enterprise is not new, as many plantations are now supplied by ditches, yet none so extensive and comprehensive have been attempted. Upon this view the request was granted, and I as law officer of the government, was directed to attend to the preparation of the deed and to see that the rights of the government were protected. The Minister of the Interior at once sent the application to my office for examination, and for the imposition of terms to be proposed to the applicants. On the 7th of September an opinion was sent to the Minister of the Interior... [see letter dated September 7, 1876 above; and lease executed on September 13, 1876]. [Pacific Commercial Advertiser, September 16, 1876:3]

September 25, 1876
S.T. Alexander; to G.N. Wilcox:

...I am glad to hear of your return to the Islands, & would give a good deal to see you & have a talk with you. I have no doubt but what you have had a splendid trip, & have got lots of information in regard to Machinery, the Manufacture of sugar &c. Were it possible I would beg of you to come up here to Haiku & help us engineer a new ditch, we are about starting, but I suppose that you have been away so long that you feel that you must now stop at

home & attend to business. Perhaps however, you will be able to come up in the course of a few months.

The new water ditch I spoke of is going to be the making of Haiku Plantation & will cost from \$25,000. to \$30,000.— I propose to bring water enough to irrigate from 2000 to 3000 acres of land. There is no question about the water supply from which I am going to draw being ample. The question is whether the ditch I propose digging is big enough to carry what water I want. The ditch, including all the bends will be about 25 miles long, & we propose giving it a uniform grade of 2 in. to the chain (66 ft.). It is to be 6 ft. broad on top, 3 ½ in the bottom & 3 ½ ft. deep. If this will not carry all the water wanted, we can enlarge it. We have got a great many shallow, & a few deep ravines to cross.

My theory is that where the digging is good (where there is good hard clayey soil without rock requiring blasting), it will be the best plan to follow round these gulches, & only make a short flume over the bottom, so that winter torrents can pass under. The Maliko Gulch however, running through our Plan. is by far the most formidable gulch we will have to contend with. It is 300 ft. deep & 800 feet broad & the sides precipitous & consisting of solid rock. I propose to pipe the water across this gulch. Have a pipe made of boiler iron & riveted, almost 18 in. in diam. which ought to be, I suppose, about 1/10 in. thick at the top of the gulch & increase in thickness up to 3/10 in. at the bottom of the gulch. This pipe, I propose, to dub well with hot tar & pitch. The probability is that we will require two pipes to carry all our water over the gulch.

Now George, I know that you are not much of a letter writer, but I want you to sit down & give me all the information on the subject of ditching you can. The length of the pipe which I propose to put across Maliko Gulch will be just 1100 feet. What will a 24 in. pipe of this length cost me in California? Are the sections of pipe riveted on to another, or have they flanges which are bolted together? Write me soon, as I want to make out my order.

What do you think about "Fryer's Concreter" for making sugar? Is it all that it is cracked up to be?

Is not there some method of clarifying juice better than our use of crude lime?

It seems to me that we darken our sugar very much by evaporating it in an open pan at a high heat to 25° or 30° before finishing off in the Vac. Pan.

Would it not be well now that we have the Treaty & want to make light sugar, to have an extra Vacuum Pan in which simply to evaporate juice before granulating in Vac. pan?

If you can answer these few questions, I will be much obliged... [Hawaiian Mission Children's Society Library – Castle & Cooke Papers, 1850-1915]

October 5, 1876
Saml. Alexander; to S.W. Castle:

...Your favor of the 2nd inst. is just at hand. I gather from it that the Government may take immediate possession of the new water ditch & prosecute the enterprise themselves.

I am well pleased with this at the same time it fills me with some apprehensions.

We have already decided on a route for the ditch which we regard is by far, the most feasible yet proposed & have commenced work on it. By the end of this work, we will have about one mile of the new ditch completed.

Now it is possible that certain parties on this island, who have “axes of their own to grind”, will try & secure a different route for this ditch. This, to say the least would occasion a great deal of delay.

Again, there is a great deal of “red tape” about Government & their enterprises are not always pushed with sufficient energy.

Large bodies, I note move slowly.

As soon as it is known that this has ceased to be a private enterprise & has become a Gov. job, then there will be many applicants for the management of the enterprise, as well as subordinate positions as overseers etc. This may occasion unnecessary expense as well as serious delay. I do not wish to see the ditch cost more than is necessary, as its cost will determine to some extent the charge to be made on water in future; nor do I wish to see the enterprise delayed for one moment. Time with us is more than money.

Now if this is to be the Gov. ditch, I ask the Gov. for the general management of the enterprise, & I am satisfied that with the assistance of Baldwin and J.M. Alexander, it will be pushed forward with all possible dispatch, as well as with the utmost economy.

I question whether the Gov. have any better opportunities of securing help than we have. More than this, I should often be able to put on from 50 to 100 plantation hands. I have at present a force of 30 men regularly at work.

Before turning the ditch over to the Gov. it would be wise to consider all the pros & cons, & make the necessary stipulations... [Hawaiian Mission Children’s Society Library – Castle & Cooke Papers, 1850-1915]

October 31, 1876

Wm. R. Castle, Attorney General; to Wm. L. Moehonua, Minister of the Interior:

...Herewith, I send to you the draft leases prepared for the lease of water &c. on Maui, to the Haiku Sugar Company and others. *It will be observed that in some respects it differs very slightly from the agreement in brief originally entered into. The changes have been made. Not by myself, at my own volition but as the result of Cabinet consultation. It is believed that now the rights of both parties are sufficiently protected, while the enterprise of the lessees is sufficiently recognized and rewarded by the Government.*

Will you have two copies prepared, from this draft, for execution... [HSA Interior Department Box 55 – 1866-1887; Water: Maui & Molokai]

November 8, 1876 (page 3)
Pacific Commercial Advertiser
East Maui Ditch.

Mr. S.T. Alexander is actively pursuing this great work, which will be the largest undertaking of the kind in the country. He has engaged a number of the shipwrecked sailors of the late Arctic fleet, which will increase his gang now at work on the ditch to about one hundred men, and there is every prospect of its early and successful completion. He expects to avoid a number of miles of ditching by crossing ravines in wrought iron pipes about thirty inches in diameter. The ditch will probably carry water sufficient to irrigate from one to two thousand acres of land, and will transform the cultivation of cane in Haiku and the lower western slopes of Haleakala from a matter of a doubtful two and a half tons per acre, to a uniform and certain five tons per acre, raising the receipts from \$375.00 to 750.00 per acre, as it has done in Lihue, Lahaina and other places. [Pacific Commercial Advertiser, November 8, 1876:3]

April 11th, 1877
Saml. Alexander; to S.W. Castle:

...Your favor of the 6th inst. in relation to the grade of this Hamakua Ditch has been received. Before surveying the route of our present ditch, I took my precaution to obtain the requisite data in regard to the best grade to be adopted. I have read a great deal in books & newspapers on the subject & have got a good deal of valuable information from parties familiar with ditching in California. I have also observed the ditches on Kauai as well as those at Waihee. The result is that I am fully satisfied that 2 inches to 66 ft. is not a too high grade for our Hamakua Ditch. In Cal. many ditches of the same size as ours have a fall of 3 inches to 66 ft. Of course everything depends on the size of the ditch as well as the quality of the soil through which the ditch is dug. In this latter respect, we could not wish anything better. The Hamakua land is composed of rotten stone and a hard clayey soil. Mr. Wilkins, who is familiar with most all the ditches of California, says that our soil for good ditching, beats everything he knows of in Cal. In digging the new Waihee ditch, which has nearly the capacity of the Hamakua Ditch, we are now digging, we gave the first mile & a half a grade of 3 in. to 66 ft.; the next mile & a half 2 in. to 66 ft.; the balance 1 in. to 66 ft. No harm has resulted from the high grade of the first three miles; the ditch is perfectly sound in every respect, while the latter part of the ditch, which has 1 in. fall to the chain, has occasioned a good deal of trouble. The water flows through it so sluggishly that it fails to carry off the mud deposits of the winter season, & has to be cleared out every year.

At Lihue I noticed that the fall of the various ditches was about 1 1/4 in. to 66 ft. This was sufficient though the ditches would have stood a higher grade.

In constructing our Hamakua Ditch, my plan has been to give it as high a grade as the soil would stand without wasting. The advantages are —

- 1st That we secure a large volume of water without the expense of digging a very large ditch.
- 2nd A smaller proportion of water is lost by soakage than would otherwise be the case.
- 3rd The rapid passage of the water through the ditch, will keep it clear of all deposits, thus saving an immense amt. of labor in not having to clear the

ditch out every year.

You can rest assured that we did not decide haphazard on the present grade of the Hamakua Ditch, but only made up our minds after obtaining ample data on the subject... [Hawaiian Mission Children's Society Library – Castle & Cooke Papers, 1850-1915]

July 14, 1877 (page 3)
Pacific Commercial Advertiser
The Maui Ditch

Our Makawao friends are justly proud of their new irrigation works, the completion of which, celebrated quite appropriately on the 4th inst. marks a new era in Island agriculture. For with the secured success of the "big ditch" on Maui, we may confidently expect in the near future the commencement of similar enterprises in various parts of the Island, whereby the wealth of water now running to waste be made to largely contribute to the national prosperity. The writer of this paragraph may perhaps be pardoned for remembering at this time, that in years past and particularly in 1872, he strongly urged in these columns the plan of bringing the waters of East Maui on to the Makawao side, at a time too when high officials of the government estimated the cost at an enormous sum, and people generally looked upon the idea as quite utopian. But we hope and expect to see, within a few years, the completion of irrigation works on a large scale on all the islands of this group. The construction of such works by government aid would be a species of public improvement the wisdom of which would require no defense. A correspondent at Makawao, writing on the 4th inst. says:

"The great display of the day was at Haiku, where several hundred Natives and Foreigners assembled to celebrate the completion of the BIG DITCH, and to see for themselves, the water from the mountain gushing through great iron pipes, emptying itself into the ditch, and rolling on to the valley, and spreading over the cane fields, making the earth glad with its presence. The motto, "THE GRASS GROWS AND WATER RUNS," was pointed on canvas and stretched across the principal avenue; flags were flying apparently from every bush,—the Wailuku brass band was in attendance and discoursed screech music. Too much credit cannot be bestowed upon Messers. Alexander and Baldwin for their perseverance and energy in completing so great and valuable an enterprise."

September 8, 1877
Hamakua Ditch Co.; to J.M. Alexander
Deed

Know all men by these present that we The Haiku Sugar Company, Samuel T. Alexander and H.P. Baldwin doing business under the firm name of Alexander and Baldwin and James M. Alexander, all of the District of Makawao, Maui, H.I., and Thomas H. Hobron of Honolulu, Oahu, the aforesaid parties being joined in business and known as the Hamakua Ditch Company, for and in consideration of the sum of Three hundred and seventy five dollars to us in hand paid by James M. Alexander of Haiku, Maui, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said James M. Alexander all of that certain piece or parcel of land, known as Waipio Komohana in Hamakualoa, Maui, and more particularly described in Land Commission award No. 2937, recorded in Liber 10. S.C.A page 143 &c, being the same premises conveyed by William Harbottle to Charlotte H. Adams, by deed recorded in Liber 7 page 320 &c, in the Registry of Conveyances in Honolulu.

To have and to hold the said premises unto the said James M. Alexander, his heirs, executors, administrators and assigns forever, saving and reserving to themselves as the Hamakua Ditch Company, the use of all the water on the said tract mauka of the line of their present water ditch together with the right of way for said Ditch over the said premises, and the rights to construct other water ducts on the said premises for the purpose of diverting the water hereby reserved as aforesaid into the main ditch, reserving the said water and rights to themselves, their successors and assigns, heirs, executors and administrators...

J. Mott Smith, Pres. Haiku Sugar Co.
Joseph P. Cooke, Sec. Haiku sugar Co.
Alexander & Baldwin
James M. Alexander
W.F. Sharratt for T.H. Hobron... [Bureau of Conveyances, Liber 55:204-203]

**The Hamakua-Haiku Irrigation Ditch
(F.L. Clarke, in Hawaiian Annual, 1878)**

In the past the want of an abundant supply of water has seriously interfered with the cultivation of sugar-cane in many, otherwise favorable localities on these islands. Now, under the encouragement given to the agricultural industries of the group, attention has been called to the water supply to be obtained for irrigating purposes at various points; and with that energy had far-seeing sagacity which is characteristic of the management of the Haiku Plantation on Maui, the right was secured from the government, to use the water flowing in streams down the broad slopes of Haleakala to the east of the plantation, and work was at once commenced on the ditch.

The line, some seventeen miles in extent, with the exception of a few miles near the plantation, passes through the dense forest that covers the side of the mountain, and in running the levels for the work many large ravines and innumerable small valleys and gulches were encountered. In the smaller of these the ditch winds its way, [page 39] with here and there a flume striding across the hollow, while through nine of the larger the water is carried in pipes twenty-six inches in diameter.

The digging of the ditch was a work of no small magnitude. A large gang of men, sometimes numbering two hundred, was employed in the work, and the providing of food, shelter, tools, etc., was equal to the care of a regiment of soldiers on the march. As the grade of the ditch gradually carried the line of work high up into the woods, cart-roads had to be surveyed and cut from the main road to the shifting camps. All the heavy timbers for flumes, etc., were painfully dragged up hill and down, and in and out of deep gulches, severely taxing the energies and strength of man and beast, while the ever-recurring question of a satisfactory food supply created a demand for everything eatable to be obtained from the natives within ten miles, besides large supplies drawn from Honolulu and abroad.

At the head of the work many difficult ledges of rock were encountered, and blasting and tunneling were resorted to,—to reach the coveted water. While work on the ditch was thus progressing, pipe makers from San Francisco were busied riveting together the broad sheets of iron to make the huge lengths of tube fitted to cross the deep ravines. These lengths had each to be immersed in a bath of pitch and tar which coated them inside and out, preserving the iron from rust, and effectually stopping all minute leaks. The lengths thus

prepared being placed in position in the bottom of the ravines, the upright lengths were fitted to each other (like lengths of stove- pipe) with the greatest care, and clamped firmly to the rocky sides of the cliffs. Their perpendicular length varies from 90 feet to 450 feet; the greatest being the pipe that carries the water down into, across, and out of Maliko gulch to the Baldwin and Alexander, and Grove Ranch Plantations. At this point everyone engaged on the work toiled at the risk of his life; for the sides of the ravine are almost perpendicular, and a "bed" had to be constructed down these sides.

Then each length of pipe was lowered into the ravine and placed carefully in position; after which the perpendicular lengths were built up to the brink. In such places the pressure of water upon the bottom lengths is very great, and the thickness of the pipe is proportionally increased.

The mouth of each length of pipe, where the water flows in from the ditch, is fitted with a trumpet-shaped box opening out from the diameter of the pipe, to the sides of the "sand-box" placed so as to catch sediment. Heavy gratings cover these boxes in order that no floating material may get into the pipes. In the ditch itself, what- [page 40] ever may be its general grade, the last 500 feet next each inlet end of pipe is reduced in grade to almost a level, and correspondingly widened.

Along the line of the ditch it is interesting to note the nature of the soil through which it is dug. Many miles pass through an underlying strata of red clay which makes a compact, water-tight bed: while in other places the soil was only made to "hold water" by packing it solidly. There is but little waste of water from soakage, far less than was anticipated, and in the pipes none at all from leakage. The grade varies considerably, being as high as twelve feet to the mile in places, and again descending with hardly a perceptible incline.

In going through the forest very many romantic views are obtained, and a rich botanical region traversed by the upper end of the ditch.

The whole work cannot yet be said to be completed, for although the water supply was introduced to Haiku's fields July 4th, 1877, within a year from its inception, it is the aim of its projectors to continue on the work till it reaches the Nailiilihaele gulch, thus taking in six principal streams for their supply, as per grant from government, viz.: Honapau [Honopou], Holawa, Huelo, Hoalua, Kailua and Nailiilihaele. The ditch is now as far as Hoalua gulch, and will be continued during the winter as the weather will permit.

Already Hamakua has awakened to participate in the benefits of the scheme, for since July there have been over 300 acres of land plowed up and planted with cane.

The cost, including all the finishing work is about \$80,000, for which sum, the Company that owns the work have secured a watery Bonanza. Other works of a like nature will probably be projected and carried out on the islands in the near future, but the original "big ditch" will always stand as a monument of intelligent enterprise energetically applied and prudently directed. [Clarke, in the Hawaiian Annual, 1878:39-41]

May 27, 1878
Wm. H. Halstead; to Mr. Smith, Minister of the Interior:

...I would like to know what you will lease the streams of:

Papaaea, Hauola, Oopuola, Makanali, Aahuali, Kolea, Wahinepee, Waiakamoi, Kapu, Mahoe all in Hamakua district of Makawao per annum. As parties have written to enquire please make no bargain with anyone else until we meet... [HSA, Interior Department, Land Files]

June 24, 1878
Claus Spreckels, Petitioner; to His Majesty Kalakaua, King of the Hawaiian Islands & the Ministry in Cabinet Council assembled:

...The undersigned most respectfully petitions and asks, that, in consideration of the sum of five hundred dollars (\$500.-) to be annually paid in advance by the undersigned to the Hawaiian Government, and in consideration of the great and manifold advantages that will accrue to said government by the construction of a large and extensive system of irrigation works on the island of Maui, whereby a large district, now lying waste, will be brought to a high state of cultivation, and in further consideration of the stipulations and agreement hereinafter contained and set forth, That the Minister of the Interior of the Hawaiian Kingdom be instructed to grant to the undersigned, his successors, administrators & assigns petitioners for the term of thirty (30) years, all the waters not heretofore utilized running from and on the northerly and northwesterly slopes of Mount Haleakala in streams, creeks or other watercourses into the Pacific Ocean in the Hamakua, Koolau and Hana Districts, and more definitely described as being located between the extreme eastern cape of the island of Maui in the Hana District, called Kauiki Head, and a deep gorge known as the Maliko Gulch in the Hamakua District, on the island of Maui, Kingdom of Hawaii, also to grant the right to convey the said waters or such portion or proportion of the same as the petitioner his successors, administrators or assigns may elect, in one or more canals, ditches, flumes, tunnels, pipes or otherwise, over, through or above such lands in the above described districts, in any and all directions that the petitioner, his successors, administrators or assigns may deem proper and desirable. The aforesaid waters to be conducted and conveyed in and through such conduits or aqueducts to the tracts of land commonly known as the Wailuku and Waikapu Commons on the Island of Maui, and to be utilized and applied thereon for irrigation and other purposes, and on such tracts of land as the petitioner may acquire, or to be otherwise disposed of for the above purposes.

If, at the expiration of the thirty (30) years, for which term the above franchise and rights are asked to be granted, the Hawaiian Government should wish to acquire the above conduit or aqueduct, or conduits and aqueducts, they shall then pay to the petitioner, his successors, administrators or assigns the value of the aqueduct property at that time, said value to be determined by a commission of three residents of the Hawaiian Islands, one to be selected by the Hawaiian Government, the second by the petitioner his successors, administrators or assigns, and the third by the two commissioners thus selected and appointed. Upon the payment of the sum of money so determined, to the petitioner his successors administrators or assigns, he or they shall convey quiet claim and surrender to the Hawaiian Government the aforesaid aqueduct property, provided, that the Hawaiian Government at the same time enters into an agreement with the petitioner his successors, administrators or assigns, that it will furnish and deliver for the term of an additional thirty (30) years, to the petitioner his

successors administrators or assigns, at the outlet or westerly terminus of the said aqueduct or aqueducts and through and by means of the same and from the creeks and watercourses heretofore stipulates all the water that the aqueduct or aqueducts are capable of delivering and conveying at the time of the transfer on such portion or proportion of such quantity of water, as the petitioner his administrators or assigns may require.

For the water so required, delivered and measured, the petitioner his successors administrators or assigns agrees to pay to the Hawaiian Government at the rate of one dollar (\$1.) for every one hundred thousand (100,000) cubic feet of water; provided that the Hawaiian Government furthermore agrees to keep in repair during the aforesaid additional term of thirty (30) years at its own expense and without cost or charge to the petitioner his successors, administrators or assigns, all dams, flumes, intakes, tunnel, aqueducts, pipes or conduits, which constitute the aqueduct property conveyed. Also to use all reasonable diligence, proper care, the best of materials and workmanship in repairing and reconstructing the broken or damaged portions of said works. If the Hawaiian Government shall neglect to keep the ditches aqueducts or conduits etc. in repair, then the petitioner his agents successors administrators or assigns shall have the right to enter upon and repair said property, the cost of which repairs to be deducted from the water rents due or coming due to the Government.

If at the end of the first term of thirty (30) years, the Hawaiian Government should not be desirous of purchasing the aforesaid aqueduct property, it shall offer to the petitioner his successors administrators or assigns, an extension of the original franchise, grants and privileges, for an additional term of thirty (30) years, on the same terms as herein stipulated.

The petitioner, his successor administrator or assigns agrees to commence work on the above aqueduct line within one year from the granting of this franchise, and to construct not less than five (5) miles or 26400 linear feet of aqueduct ditch, flume or pipeline per annum thereafter until the Naehilihili [Naiiliihaele] streams has been tapped. The petitioner, his successors administrators or assigns to be at liberty to extend their aqueduct or aqueducts to or towards the streams located beyond or easterly from the Naehilihili stream at any time during the thirty (30) years, whenever in his or their judgment a larger supply of water is wanted to meet their growing requirement.

Claus Spreckels, Petitioner
Honolulu, June 24, 1878
[HSA, Interior Department Box 55 – 1866-1887; Water: Maui & Molokai]

**July 1, 1878
Crown Lands Estate; to C. Spreckels
Lease of Honomanu**

(Bureau of Conveyances, Liber 55:230-235; see Executed Lease Agreement of November 19, 1878.)

**Kinau Hale – July 3rd, 1878
Saml. G. Wilder, Minister of Interior; to C. Spreckels:**

At a Cabinet Council held this day there were present:

His Majesty Presiding
His Excellency Sam'l. G. Wilder, Minister of the Interior
His Excellency J. M. Kapena, Minister of Foreign Affairs
His Excellency S. K. Kaai, Minister of Finance
His Excellency E. Preston, Attorney General

The minutes of the last meeting were read and approved.

A petition was received from Claus Spreckels of San Francisco, California, United States of America asking for a franchise and right to build an aqueduct or Watercourse for irrigation and other purposes in the Island of Maui in this Kingdom and his petition having been carefully discussed and considered in all its bearings is hereby granted, accepted and adopted and the Minister of the Interior is hereby authorized and directed to make out execute, acknowledge and deliver to the said Claus Spreckels the deed asked for in said petition.

I hereby Certify that the above is a true and faithful copy of the minutes of the Cabinet Council in which the petition of Claus Spreckels was received and considered and a franchise was concurred upon with the consent and sanction of His Majesty the King in full Cabinet Council Assembled as entered in the Records of said Council.

Samuel G. Wilder
Minister of the Interior...
[Bureau of Conveyances, Liber 57:201-202]

July 8, 1878
Samuel G. Wilder, Minister of Interior; to Claus Spreckels
Lease

This Indenture made and concluded this Eighth day of July A. D. 1878, by and between His Excellency Samuel G. Wilder as Minister of the Department of the Interior of the Hawaiian Islands by and with the authority of the King and his Ministry in Cabinet Council assembled party of the first part, and Claus Spreckels of San Francisco State of California United States of America party of the second parts. Whereas the said party of the second part being desirous of utilizing for irrigation and otherwise the waters not heretofore utilized running in and through certain streams, creeks or watercourses on the Island of Maui and hereinafter named by conducting said waters through and by means of a water course or aqueduct, by him to be constructed has applied to His Majesty the King and his Ministry in Cabinet Council assembled to be secured by authority of law, and of the Hawaiian Government in so doing and whereas such application has been duly considered and deliberated upon by the King and His Ministry in Cabinet Council assembled and the franchise asked for by the party of the second part on the terms and conditions hereinafter named, is by the King and His Ministry in Cabinet Council assembled deemed and considered to be for the benefit of the agricultural interests, and the general welfare of the Hawaiian Kingdom. And whereas the expenses and labor required for constructing such watercourses and aqueducts and conducting therein the waters of the hereinafter named streams, and utilizing such waters for purposes of irrigation and otherwise are great and the Hawaiian Government is not now ready or willing to undertake such works and incur such expense. Vows therefore this Indenture witnesseth that in consideration of the promises and of the covenants promises and undertakings of the said party of the second part hereinafter set forth and to be kept and

performed by him or his successors administrators executors or assigns/and subject to the several conditions and reservations herein after named, and in consideration of the annual rental of five hundred dollars \$500, to be annually paid in advance by the party of the second part to his Excellency the Minister of the Interior for the rights and franchises hereinafter granted, he the said Samuel G. Wilder as Minister of the Interior Department of the Hawaiian Kingdom by and with the authority of the King and his Ministry in Cabinet Council assembled, and by virtue of the authority by law in him rested, doth hereby for himself and his successors in office covenant and grant with and to the said. Claus Spreckels his heirs executors administrators and assigns. That it shall be lawful for him the said Claus Spreckels and for his successors administrators executors or assigns and for his or their servants and agents, and for all persons or corporations acting by his or their authority from time to times and at all times during the term of thirty, 30, years ensuring after the date of these presents to take draw off conduct away and use the waters not heretofore utilized of the hereinafter named creeks streams water sources and watercourses and flowing in and through the same from and on the northerly and northeasterly slopes of Mount Haleakala on the island of Maui Kingdom of Hawaii into the Pacific Ocean, said streams, creeks, or watercourses being situated and located in the Hamakua and Koolau districts on the said island of Maui, and being described and known by the following names to wit. – Haleaku [Halehaku], Ululole [?], Honopo[u], Hoalava [Holawa] and a creek next to the Hoalava, Waipio, Huelo, and its west branch Alua [Hoalua], Kailua, Nailiilihaele, Papaaea, Hauola, Opoula [Oopoula] and Makanale, Kaaiea, Laanokiopihi [Laauokiopihi], Puunaluu [Punaluu], Pohakuho [Pohakuho], and Kolea, Waiakamoi and its west branch Wahine Pee, and its West branch sometimes called Nahae, Puu Mahoe nui, so far as respects the Government rights on the last mentioned stream. And for the purposes aforesaid the said Samuel G. Wilder as such Ministers as aforesaid both grant to the said Claus Spreckels, his successors administrators executors or assigns, the full rights and privileges to construct such ditches aqueducts and pipes in such manner and locations and of such sizes and dimensions as in his or their judgment seems proper, and the full rights privileges and authority and power to take draw off and conduct away by means of and in, and through such aqueducts from and out of the above named streams and watercourses, all the waters that are running in and along the same, and that are not utilized on or before the date of these presents with full power and authority for all or any the purposes aforesaid from time to time and at all times during the said term, to enter upon all government lands. Through which it shall or may be necessary for the said, ditches pipes or other aqueducts to pass, for the purpose of constructing repairing or maintaining the same. Provided that the grant hereby made and the carrying out of the enterprise proposed by the party, of the second part shall not interfere with prior or vested rights, of the parties in and to the waters of the streams herein before mentioned or in or to any of the said Government lands. And it is hereby declared and agreed that the party of the second part his successors administrators executors or assigns shall be allowed the period of three (3) years from the date of these presents to construct the aqueduct with one or more pipes through each one of such gulches where in his or their judgment pipes may be required from the northeasterly boundary of the tract known as the Wailuku common to the Nailiilihaele stream, and that the northeasterly stream of the above granted list of streams from which at the end of the years from the date of these present water is connected into the main aqueduct, (which may consist of one or more pipes wherever it crosses a gulch or gulches) shall constitute the extreme eastern terminus of the aqueduct, after which period of six years, the rights hereby granted to the said party of the second part in and to all the water of such streams located beyond or easterly from the so established eastern terminus of the aqueduct shall revert to the Hawaiian Government provided however that if unforeseen accidents to the work on

such aqueducts, or any injunction suits should detain the party of the second part, his successors, administrators, executors or assigns, in the construction of the work within either of the two above limits of three, and six years respectively, the time so lost shall be added to the respective limits of time thereby extending the same. And it is also hereby declared and agreed that the Hawaiian Government shall have the right to purchase the ditch or aqueduct property at any time after its final completion to such a discharging and delivering capacity as will deliver water sufficient to properly irrigate the land owned or leased at the time of transfer by the party of the second part his successors, administrators, executors or assigns during the then remaining term of this grant of thirty years by paying for such aqueduct property to the party of the second part, his successors, administrators, executors or assigns, the cost of the entire work up to the date of such purchase. And that should any disputes arise between the Government and the party of the second part his successors administrators, executors or assigns, during the negotiations for the purchase and sale of the said aqueduct property regarding this correctness of any of the items of such cost as shown in the statement of cost furnished, then such dispute shall be left to the decision of three arbitrators, one to be appointed and elected by the Government, one by the party of the second part his successors, administrators, executors or assigns, and the third one to be chosen by the two arbitrators, so selected. Their decision or the decision of the majority of them to be final. The Hawaiian Government after paying to the party of the second part, his successors, administrators, executors or assigns for the said aqueduct property, the sum of money so determined to be at the cost of the works, to wit; the aqueduct and all its branches, reservoirs, and other appurtenances shall immediately enter into possession of the said aqueduct property; provided that the Government will furnish and deliver from the above creeks to the party of the second part, his successors, administrators, executors or assigns, and at the westerly outlet or terminus of said aqueducts which is located on, and at the north easterly boundary of the Wailuku Common, the water that the aqueduct can furnish convey and deliver, running up to its full capacity which it had on the date of the transfer by the Government with a constant flow for everyday of every year remaining between the date of such transfer or sale to the Government and the end or terminus of the thirty years grant as made by these presents for which quantity so delivered and received the said Claus Spreckels, his heirs, executors, administrators and assigns, shall pay to the Government one dollar and a quarter (\$1.25) for every one hundred thousand cubic feet of water so delivered payable semiannually. And that if any accidents breakage or damages, shall occur on or to the said aqueduct, after the Government has purchased the same the government shall promptly make good such breakage or damage, the party of the second part however his successors administrators, executors or assigns, shall have the right to immediately enter upon said ditch or aqueduct and repair the damage or broken portion thereof, the cost of such repairs to be paid and reserved out of such monies as may be due or fall due to the Government for water rates. If the Government shall come into possession of the aforesaid aqueduct property in the manner heretofore described, and at or before the end of the term of this grant of thirty years after date of these presents the said Samuel G. Wilder as such, Minister as aforesaid for himself and his successors in office agrees to supply by means of such aqueduct to the party of the second part, his successors, administrators, executors or assigns, such quantities of water as the ditch or aqueduct will deliver running full to its maximum capacity for every day during an additional term of thirty years. The water rates to be paid for the water so delivered to be agreed upon for terms of ten years at a time between the Government and the party of the second part his successors, administrators, executors or assigns. Should they not be able to agree upon terms then each party shall appoint an arbitrator, and the two so selected shall appoint a third and the decision of the three arbitrators or majority of them to be final. If

during the term of thirty years for which this franchise is granted the Government shall not purchase the property in the manner heretofore stipulated and agreed upon. Then at the expiration of this term of thirty years, the Government shall renew the grant to the party of the second part his successors, administrators, executors or assigns for an additional term of thirty years and the annual rental to be paid by the party of the second part his successors, administrators, executors or assigns, to the Government, for the lands, waters, rights and privileges granted, shall be agreed upon between the Government and the party of the second part, his successors, administrators, executors or assigns, for terms of from ten to ten years at a time. If the two parties cannot agree upon the rent then it shall be left to the decision of three arbitrators, each party to appoint one, and the two so selected to appoint a third and the decision of the three arbitrators or a majority of them to be final. And the said Claus Spreckels for himself, his heirs, successors and administrators, doth hereby covenants promise and agree with and to the said Samuel G. Wilder as such Minister as aforesaid, and his successors in Offices that he the said Claus Spreckels shall and will with all convenient speed, commence and carry out the said works, and will pay the said rent and water rates in manner hereinbefore mentioned. In Witness whereof the said Samuel G. Wilder as such Minister as aforesaid hath hereunto set his name and caused the seal of his Department to be affixed and the said Claus Spreckels hath hereunto set his hand and seal the day and year first above mentioned.

Samuel G. Wilder
Claus Spreckels
[Bureau of Conveyances, Liber 56:77-82]

**July 8, 1878
Hamakua Ditch Co.; to C. Spreckels
Agreement**

This Agreement made this eighth day of July A.D. 1878 between the Haiku Sugar Company a Corporation of the Hawaiian Islands, S.T. Alexander and H.P. Baldwin doing business on the island of Maui, one of the said Hawaiian Islands under the style of Alexander and Baldwin, W.F. Sharratt, S.B. Dole, W.O. Smith, and A.H. Smith doing business on the said Island of Maui under the style of W.F. Sharratt and Company and J.M. Alexander, the parties of the first part doing business on the said Island of Maui as the Hamakua Ditch Company, and Claus Spreckels of San Francisco, of the State of California, one of the United States of America, of the second part, witnesseth. That whereas, the said Claus Spreckels, intends to construct a water course on the said Island of Maui, makai of the present water course of the said, Hamakua Ditch Company, now therefore the said parties of the first part in consideration of the premises, hereby grant to the said Claus Spreckels a free water way across the lands in their possession or which may hereafter come into their possession, for the construction and maintenance of the said proposed water-course, according to the general line of survey lately made by the said party of the second part. *And the said parties of the first part, in consideration of the premises, hereby covenant and agree with the said party of the second part, to relinquish to him any and all water rights, which they or any of them may now have or hereafter acquire in any of the streams between the Halehaku and east branch of the Nailiilihaele streams, both inclusive and especially in the Waipio - stream below such points or levels, where the parties of the first part, can take the water out of such streams, and conduct it to their said present water-course, by its own gravitation. That they will take no water from the streams flowing across the line of their water-course except from those mentioned in the Government grant to them to wit. – the*

Nailiilihaele, Kailua, Hoalua, Huelo, Holawa and Honopou streams and the Halehaku, Opana and Waipio streams. That they relinquish to the party of the second part, all rights they or any of them may now have or hereafter acquire in any streams, east of the east branch of the Nailiilihaele stream, and that they will not use any of the surplus water after filling the pipes of their present water course to irrigate lands on the line of their water-course.

And in consideration of the premises, the said party of the second part, hereby covenants and agrees with the parties of the first part that he will not interfere with their acquiring the right to take the water of the Halehaku stream, at such point whence it can flow into their water-course by its own gravitation. That they shall be entitled to fill their present single line of twenty-six inch pipes with their present grade, that is, that the bottom of the inlet and outlet of the pipes shall remain on their present respective levels, that they may remove the upper ten feet of their pipes and replace such parts removed with suitable mouth-piece, it being understood that the maximum amount of water to be delivered by their said ditch as measured near the Halehaku pipe and after having taken in the Halehaku and Opana streams, shall not exceed forty cubic feet a second. That in constructing and maintaining his said proposed water, course, across the lands of the parties of the first part, he will make and keep, in order the necessary fences for the protection of the said water-course, and all necessary bridges, for all existing roads and paths which cut the line of the proposed ditch, and for all future roads which may be established, by the members of the said Hamakua Ditch Company or any of them across the same, and that he will pay for all sugar cane and other property that may be damaged or destroyed by the construction thereof, and for all future damage that may be caused by the said ditch to the property of any of the parties of the first part, and that he will sell and furnish to the parties of the first part, at such points along the said proposed water, course, as they shall decide upon, water for irrigation at the rate of twenty five dollars a year for each acre covered three inches deep each week, in amount as follows, if the water delivered in the proposed water course on the north easterly line of the Wailuku Commons, shall be sufficient to irrigate only or less than five thousand acres of land three inches deep each week, then the parties of the first part shall be entitled to ten percent of the whole amount at the said rates, but if the quantity of water delivered at the Wailuku Commons as aforesaid shall exceed that amount or be more than sufficient to irrigate five thousand acres three inches deep each week, then in that case, the parties of the first part shall be entitled to sufficient water to irrigate five hundred acres of land three inches deep each week, at the above mentioned rates. It is hereby further mutually understood and agreed, that the party of the second part shall not, be liable in damages in case the water furnished to the parties of the first part, according to the said stipulations should fall below the quantity necessary to irrigate five hundred acres. And it is further agreed that all parties to this indenture shall endeavor to protect the forest growth on the northerly and north easterly slope of Haleakala, which is located on all the water sheds of the streams between Halehaku and Nuailua next east from Honomanu both inclusive, which they may now own or control or which they hereafter own or control. And it is further agreed, that this indenture shall remain in force for thirty years from the day of the date hereof, or until such time less than thirty years as the rights of water of the contracting parties hereto to water privileges in connection with their respective ditches as granted by the Hawaiian Government shall expire.

It is understood that all the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. It is further understood that in furnishing water as aforesaid to the parties of the first part, the

party of the second part shall not be compelled to cut his ditch for that purpose at more than four points for furnishing the old Haiku Plantation at not more than two points for the Hamakua-poko plantation at not more than two points for Alexander and Baldwin's plantation, at not more than two points for Grove Ranch plantation, and not more than one point for J.M. Alexander's plantation. Witness our hands and seals... [Bureau of Conveyances, Liber 55:208-211]

August 15, 1878

Sam'l. G. Wilder, Minister of Interior; to Attorneys for the Haiku Ditch Co.

...I beg to acknowledge your letter of this date, asking a certain amendment to the Contract between the Government and Haiku Ditch Co.

Your letter will receive due consideration, and an early answer... [HSA, Interior Department Letter Book 15:232]

October 7, 1878

**Sam'l. G. Wilder, Minister of the Interior;
to Samuel T. Alexander, et al., Hamakua Ditch Co.
Lease**

This Indenture made and concluded this 7th day of Oct. A.D. 1878 by and between Samuel G. Wilder, Minister of the Department of the Interior of the Kingdom of the Hawaiian Islands, of the first part, and the Haiku Sugar Company a Corporation established and existing under and by virtue of the laws of said Kingdom, Samuel T. Alexander, and Henry P. Baldwin both of Makawao, Island of Maui, partners in business under the firm name of "Alexander and Baldwin" James M. Alexander of Maui and Thomas H. Hobron of Honolulu, Island of Oahu, all doing business under the firm name and style of the "Hamakua Ditch Company" of the second part.

Whereas the Hawaiian Government through William L. Moehonua then Minister of the Interior by Indenture dated September 30th A.D. 1876 recorded Liber 49 fol. 167 did grant unto the parties of the second part, for the term of twenty years certain franchises and rights to take water from certain streams on said Island of Maui and the rights to conduct said water through a ditch or water course to be by them constructed and rights of way for the same over Government Lands for the purpose of using said water for irrigation, and otherwise upon certain terms and conditions in said indenture specified and said Minister of the Interior in said Indenture reserved the right to purchase at any time during said term all the property and estate of the parties of the second part in said Ditch and to discontinue and revoke all rights granted by said Indenture. And whereas said parties of the second part have constructed said watercourse at great expense and if the Government should now exercise said right of purchase the parties of the second part would be deprived of the profits of their enterprise and would receive no adequate compensation for the risks, labor, time and expense incurred and expended by them in the construction of said water course. And whereas, the parties of the second part on the 14th day of August last by a communication in writing addressed to his Excellency the Minister of the Interior did petition the Government to make the rights, privileges and franchises granted them by said Indenture absolute for the term thereof and did offer to pay therefore the annual sum or rental of five hundred dollars, and the King and Cabinet Council did on the 7th day of Sept. A.D. 1878 consider said petition and did agree to grant the same. Now therefore this

Indenture Witnesseth, that in consideration of the premises and of the increased rental to be paid by the parties of the second part the said Samuel G. Wilder, Minister of the Interior of the Hawaiian Government by and with the consent of the King in Cabinet Council and by virtue of the authority in him by law vested, doth hereby grant, confirm and make absolutely unto said Hamakua Ditch Company its successors and assigns, all the rights, privileges, franchises and easements granted to the parties of the second part hereto by said Indenture dated September 30th A.D. 1876, recorded Lib 49 fol. 167-172 for the full term of Twenty years mentioned in said Indenture and does hereby waive, release, relinquish and surrender any and all rights reserved by said Indenture to the Hawaiian Government to purchase said property of the second parties in said Ditch and franchises during said term of twenty years and covenants and agrees that upon the performance of the conditions on their part to be performed, said parties of the second part may have the full, free and uninterrupted use and enjoyment of all the rights, benefits, privileges and franchises granted them by said Indenture during the full term thereof.

And the parties of the second part inconsideration aforesaid, hereby covenant and agree to pay from this date to the party of the first part the sum of Five hundred Dollars (\$500) per annum during said term in lieu of the rent reserved in said Indenture. In witness whereof, said Saml. G. Wilder as Minister of the Interior has hereunto affixed his hand and seal of the Hawaiian Government, and the parties of the second part have hereunto affixed their hands and seals the day and year first above written... [Bureau of Conveyances, Liber 57:343-345]

The Pacific Commercial Advertiser (October 12, 1878)
“Mr. Spreckles’ Projected Enterprise on Maui”

Since the Reciprocity Treaty with the United States was ratified, its stimulating and beneficial effects have been felt in every direction of agricultural enterprise, and all kindred interests have shared in the general prosperity. Infant plantations have advanced to unexpected and great values, and the numerous sales of estates at almost fabulous figures are matters with which the public are quite familiar.

Among the newly projected enterprises in the way of establishing sugar estates, that of Mr. C. Spreckles, the well-known capitalist of San Francisco, takes a foremost place, not only from the magnitude of intended operations, but from the collateral and incidental benefits that will accrue to the community and Kingdom generally. A large and hitherto unproductive region will be brought under cultivation...

Mr. Spreckles having great interest in the sugar production of the Islands... *The island of Maui appeared to have the most land, easily accessible, fitted for sugar, if water for irrigation could be obtained. Careful observation for the past year has shown that the clouds passing over the mountains, with the dew, gave an annual amount of moisture equivalent to a rainfall of 100 inches. This moisture created many small streams, whose waters were wasted by running into the sea, and the point to be gained was to prevent this waste by diverting the water from its natural channels and conveying it to the low lands by ditches or canals, and using it for irrigating purposes...*

On his return to San Francisco...he at once consulted Mr. H. Schussler, one of the ablest engineers on the coast, and asked him to take his project into consideration... *The complete success of Haiku Sugar Co.’s Ditch showed beyond peradventure what could be done by*

wise skill and perseverance. This ditch is about 20 miles long, and its water has served to bring the plantations of Makawao to their present prosperous condition...

After receiving the engineer's opinion, Mr. Spreckles at once went to work, and, in company with Mr. Schussler, sailed for this port in May, last. On arrival here they immediately visited the place of operation, viewed the large streams which are intended to be used for the canal or ditch, and promptly determined upon the plan to be followed. A Surveying party was organized, under the direction of Mr. Schussler, consisting of an assistance, eight natives, a Japanese cook and a mule driver. The kanakas carried the chains and stakes used, and the cook and driver had for their duty to look after the tent and camp equipage. After a good breakfast, they started, and going over the mountain trail, they arrived at a little brook flowing through beautiful shrubbery, plants and tropical vegetation. Here the engineer pitched his tent, and established his headquarters.

In less than two weeks Mr. Schussler had an exact survey of the whole canal route... The line of the ditch, which is intended to be about thirty miles, is intersected by some thirty ravines or valleys. The pipes will be so laid as to receive the water of the numerous streams that may be crossed on the route.

After the completion of this survey, Mr. Schussler obtained a topographical outline of the land upon which the ditch will debouch. It has an area of two miles in width and ten miles in length, and is known as the Wailuku and Waikapu Commons [see Registered Map No. 1786; Map of Sprecklesville Plantation]. This belt of fine land appears to be especially adapted for the production of sugar. And is bordered on two sides by the ocean, affording facilities for shipping. The ditch will run along the upper side of the land, thus rendering the work of irrigation an easy matter.

At the suggestion of the engineer, Mr. Spreckles has determined to build a narrow-gauge railroad through the middle of his 28,000 acres, with lateral branches to the neighboring plantations, thus reducing the transportation of cane to a minimum cost.

Through this enterprise, this hitherto unproductive territory will be made to yield a revenue to the Hawaiian Government, but San Francisco will also come in for a share of the benefits to be realized...

His Majesty the King and his Ministers, seeing that the advantages of bringing a hitherto unproductive region under cultivation would be very great, gave Mr. Spreckels all the necessary privileges for the carrying out of his enterprise... [see Lease and water License of July 8, 1878 above; and subsequent licenses below]

If no unforeseen obstruction occurs, the works will be so far advanced by next summer that the planting of cane will have been commenced... [Pacific Commercial Advertiser; October 12, 1878:2]

November 19, 1878
Crown Lands Estate; to C. Spreckels
Honomanu Lease

This Indenture made this 19th of November A.D. 1878, Between the Commissioners of Crown Lands of the first part and Claus Spreckels of the second part. Witnesseth: That for

and in consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part and behalf of the said party of the second part, his executors, administrators and assigns, to be paid, kept and performed, they, the said parties of the first part, by the virtue of the authority in them vested by the Act entitled "An Act to Relieve the Royal Domain from Encumbrances and to render the same Inalienable" approved January 3rd 1865, have demised and leased, and by these presents do demise and lease unto the said party of the second part, his executors, administrators, and assigns. All that tract and parcel of land situated in the District of Koolau, E.M. Island of Maui one of the Hawaiian Islands, known and described as follows, to wit: –

Honomanu Ahupuaa.

Beginning at Ocean at East bank of stream in Napuumahoenui Ravine which place is directly opposite Keopuka Island and is also called Keopuka and running by the true meridian:-

1. N. 84° 45' E. (Variations at W. bank of this ravine is 10° 19') 11.06 chains along ocean to top of opposite and easterly ridge of ravine to Moiki;
2. S. 46°40' E. (Var. 10°51' E.) 966 chains along ocean and across Napuumahoeliliii ravine to ridge called Puulunui.
3. S. 34° 56' E. 29.00 chains along ocean to Malakahee on the western brink of Honomanu Valley.
4. S. 10° 30' W. 24.00 chains along ocean to Honomanu valley.
5. N. (S.) 17° 12' W. 20.60 chains along ocean to eastern brink of stream in Honomanu Valley to Kalaloo.
6. S. 67° 28' E. (Variation 7°26' E.) 10.30 chains along ocean.
7. N. 66° 8' E. 20.34 chains to summit of Eastern ridge of Honomanu valley.
8. S. 45° 20' E. 26.80 chains along ocean to western brink of stream in Nuaailua Valley.
9. S. 50° 22' W. 41.74 chains along western bank of stream Nuaailua Valley.
10. S. 42° 40' W. 76.80 chains along Nuaailua stream.
11. S. 44° 40' W. 205.20 chains along Nuaailua stream to Kikau.
12. N. 45° 55' W. 106.60 chains across Honomanu Valley and ravine and along Haiku [uka] to eastern bank of stream in Napuumahoenui ravine and opposite Makahikili Hill.
13. N. 43° 22' E. 145.60 chains along Koloa and along east side of stream in Napuumahoenui ravine.
14. N. 48° 17' E. 16.50 chains along Koloa and along east side of Napuumahoenui stream.
15. N. 50° 16' E. 76.30 chains along Koloa and along east side of Napuumahoenui stream.
16. N. 29° 58' E. 36.80 chains along Koloa and along east side of Napuumahoenui stream.
17. N. 47° 45' E. 21.60 chains along Koloa and along east side of Napuumahoenui stream to Public road above Puohomoa waterfall.

18. N. 28° 50' E. 33.70 chains along east bank of stream in Napuumahoenui ravine to the beginning. Area 3260 Acres;

Except the timber trees, and all young trees fit and proper to be raised and preserved for timber trees, now growing or being, or which shall thereafter grow, or be in and upon the above demised premises or any part thereof: together with free liberty of ingress, egress and regress, to and for the said parties of the first part and their successors in office. To have and to hold, all and singular the said premises above mentioned and described with the appurtenances (except as before excepted) unto the said party of the second part, his executors, administrators and assigns, for and during the term of Thirty (30) years, to commence from the first day of July A.D. 1878, the said party of the second part, his executors, administrators and assigns, yielding and paying therefore, from and immediately after the commencement of the said term and during the continuance thereof, unto the said parties of the first part and their successors in office, the yearly rent of Five hundred (\$500) Dollars over and above all taxes, charges and assessments to be levied or imposed thereon by Legislative Authority, the first payment of the said rent to be made on the First day of July next ensuing the date last aforesaid. And the said party of the second part, for himself and his executors, administrators and assigns does consent, grant, promise and agree to and with the said parties of the first part and their successors in office, by these presents in manner following, that is to say: - that he the said party of the second part his executors, administrators and assigns, shall and will well and truly pay, or cause to be paid unto the said parties of the first part or their successors in office, the said yearly rent above reserved according to the true intent and meaning of these presents, clear of and over and above all taxes, impositions, charges and assessments whatsoever. And also that he the said party of the second part, his executors, administrators and assigns, shall and will, from time to time during the term of this present demise, bear, pay and discharge all taxes, charges, impositions and assessments, ordinary and extraordinary, which may hereafter at any time during the continuance of the said term, be laid, imposed, assessed or charged on the said demised premises or any part thereof or upon any improvements made or to be made thereon, or which may be imposed or charged on the said parties of the first part or their successors in office, for or in respect of the said premises or any part thereof, and shall and will indemnify the said parties of the first part and their successors in office of, from and against all damages, costs and charges which they may at any time sustain, or be put to by reason of any neglect in the due and punctual discharge and payment of the said taxes, impositions, charges and assessments. And also that the said party of the second part his executors, administrators and assigns shall and will bear, pay and discharge as his or their own cost and expense all costs and charges for fencing the whole or any part or parcel of the above demised premises, if such fencing should be so required by any law now in force or that may be hereafter enacted by Legislative authority and shall and will indemnify the said parties of the first part, and their successors in office of, from and against all damages, costs, expenses and charges which they may at any time sustain by reason of any neglect or refusal of the party of the second part, his executors, administrators and assigns in the performance of the premises and agreements last aforesaid.

And also that he the said party of the second part his executors, administrators and assigns shall not nor will at any time during the term hereby granted do or commit or permit or suffer to be done any willful or voluntary waste, spoil or destruction in and upon the above demised premises or any part thereof or cut down or permit to be cut down any trees now growing or being or which shall thereafter grow or be in and upon the above demised premises or any part thereof and will at the end or other sooner determination of the said

term hereby granted, peaceably and quietly leave and yield up unto the said parties of the first part or their successors in office all and singular the premises hereby demised with all erections, buildings and improvements of whatever name or nature now on or which may be hereafter put, set up, erected and placed upon the same in as good order and condition in all respects (reasonable use, wear and tear excepted) as the same are at present or may hereafter be put by the said party of the second part, his executors, administrators or assigns.

And also that he the said party of the second part, his executors or administrators or any of them shall not nor will at any time during the continuance of the said term, demise, let, set or assign over the said premises or any part thereof to any person or persons whomsoever, for any term or time whatsoever without the license and consent of the said parties of the first part or their successors in office in writing under their hands first had and obtained for such purpose. *And also that he the said party of the second part his executors, administrators and assigns shall not nor will in any manner interfere with or molest the natives now living upon the said land, but will allow the said natives to live on and occupy such parts of the said land as they do now occupy and cultivate during the whole of the said term of Thirty (30) years.*

And the said parties of the first part for themselves and their successors in office, do covenant and grant to & with the said party of the second part, his executors, administrators and assigns, by these presents, that the said party of the second part, his executors, administrators and assigns shall or may at all times during the said term hereby granted by and under the yearly rent, covenants, conditions and agreements, herein contained, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said premises hereby demised and every part and parcel thereof with the appurtenances (except as before excepted) without the lest trouble hindrance, molestation, interruption and denial of the said parties of the first part or their successors in office or of any person or persons whatsoever lawfully claiming or to claim the same or any part or parcel thereof. Provided always, and these presents are upon this condition nevertheless, and it is the true intent and meaning of these presents, that if it shall happen that the yearly rent hereinbefore reserved shall be behind and unpaid in part or in all by the space of Thirty days after the same ought to be paid according to the reservation aforesaid and no sufficient distress can or may be found in and upon the premises, whereby the same with the arrears thereof (if any shall happen to be) can be made or if the said party of the second part, his executors or administrators shall demise, set, let or assign the said premises or any part thereof to any person or persons for any term or time whatsoever without the license or consent of the said parties of the first part or their successors in office first had and obtained in writing or if the said party of the second part his executors administrators and assigns shall not well and truly observe, keep and perform all and singular, the covenants and agreements on his or their parts to be observed, kept and performed according to the true intent & meaning of these presents that then and from thenceforth in any of the said cases it shall and may be lawful to and for the said parties of the first part and their successors in office without warrant or other legal process into and upon the said hereby demised premises or any part thereof in the name of the whole to re-enter and the same to have again, repossess and enjoy as in their first and former estate and right this indenture or anything hereinbefore contained to the contrary thereof in anywise notwithstanding. In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written....

Signed Sealed & Delivered... November 19, 1878... [Bureau of Conveyances, Liber 57:293-299]

December 5, 1878
Claus Spreckels (by H. Schussler, his Attorney in fact);
to His Majesty, Kalakaua R.

Enclosed, your Majesty will find a petition for a supplemental franchise which explains itself. The head waters of some of our streams on Government land and especially those emanating from & near the Koolau gap are subterranean in many places and it is next to impossible to know whether a subterranean water seam (if such is found at the upper levels of our watershed), allows the water to sink down perpendicularly or more or less inclined, and comes out on discharges below the level of the sea, along the coast, or whether it does not travel this course, but rises in the shape of a spring on the lower levels in one or the other of the creeks and streams granted to Claus Spreckels. During last September & October the creeks were all very low, which fact was very much facilitated by a large portion of the water passing off in subterranean channels. The object of the supplement franchise asked for in the enclosed petition is to enter upon the Government land, on the slope of Haleakala, in the Koolau gap and the crater, if necessary, and by a system of subterranean explorations & tunneling try to prevent the water from hopelessly & uselessly sinking beneath the surface, but to try & divert it into such streams as have a watertight bottom, or directly into our canal. As your Majesty can understand, the undertaking is very difficult and costly and may be rewarded by poor success and I have therefore asked your Majesty & Ministry to place the annual rent, if any is required, at a very low figure.

I furthermore take the liberty of respectfully asking your Majesty to cause, if possible such cabinet order to be issued as will protect the forests and timber on the Government and Crown lands from destruction by cattle, sheep, cutting etc., especially on the island of Maui and particularly on the northerly & northeasterly slopes of Mt. Haleakala. I also respectfully suggest to your Majesty to sell no more Government land and lease no more Crown lands neither on Maui nor any of the other Islands of your Kingdom, except with the district reservation on the part of the Government or Crown land Commissioners of all the timber and forests on such lands and with the condition that the purchaser or lessee has to protect the forest districts by fencing if he intends to keep cattle or sheep, and that he has to apply for special permission from the Government if he intends to cut any timber, & these permits to be granted to a very limited extent, specifying what portion of an acre he is allowed to clear, or the number of cords of wood he is allowed to cut.

As your Majesty knows, from a thorough investigation of the subject of forest culture and its influence upon climatic changes, I lay great stress upon the necessity of preserving your forests, as their destruction or even thinning out will inevitably be followed by a marked decrease of the rainfall and on account of the ground becoming more dried and more apt to absorb the rain that may fall, the yield of the creeks becomes diminished, and as history has fully established, the prosperity of a country will suffer in the same proportion as the rainfall & water resources decrease.

I am satisfied that in addition to this measure, an appeal to the good sense of the people that own and control large tracts of land and especially timber land, especially too on Hawaii will be productive of a great deal of good in this direction.

In order to be able to assist in the protection of forests on the island of Maui and particularly in or on the watersheds of the creeks granted to and leased by me, I should like to have the first privilege of purchase if the Government should conclude to sell any of the forest lands in that region... [HSA, Interior Department – Forestry & Agriculture, Box 1]

December 5, 1878
Claus Spreckels, Petitioner (by H. Schussler, his Attorney in fact);
to His Majesty, Kalakaua R.

The petitioner having had a franchise granted to him by Your Majesty and Ministry, allowing him to appropriate the waters of a number of streams on the northerly slope of Mount Haleakala on the island of Maui, and having also leased the ahupuaa of Honomanu for the purpose of utilizing the waters of the streams flowing through the same as well as to thoroughly protect the forest growth on the said ahupuaa thereby contributing largely to the constancy of the rainfall; the petitioner, in order to perfect and complete the water privileges now controlled by him, and in order to assist if possible, in neutralizing the effect of a dry spell like the one during last September and October during which the water yield of the above streams decreased very materially and especially of those having their headwaters in or near the Koolau gap, owing to the porous character of the subsoil in that neighborhood whereby the head waters of such streams become subterranean.

Now, in order to properly utilize and if possible increase the surface waters of the streams, especially during such dry spells, the petitioner respectfully asks Your Majesty and Ministry to grant to him the sole privilege to bring to the surface of the ground, by tunneling bulk heading, crosscutting or other means such waters as may be running, flowing or percolating below the surface of the ground in gravel, sand, between boulders through crevices, fissures, porous tufa or lava or through any and all kinds of subterranean channels whatsoever, such waters as he may find below the surface of the ground in the crater of Mt. Haleakala, in the Koolau gap, and its northerly extension and on all such Government land, located in and or on the watersheds of the streams granted to me heretofore. It being preferable to bring such subterranean waters, if any can be found, to the surface; the petitioners intention being (if successful) to conduct them away in properly constructed and watertight ditches, tunnels, flumes or pipes and join them with the surface waters and his irrigation canal, instead of exposing them in their downward subterranean flow towards the sea, to additional infiltration and absorption in the porous substrata.

The petitioners respectfully asks your Majesty and Ministry to execute the above supplemental franchise for the same term of years as the original franchise granted to me last July.

In view of the great additional expense connected with these explorations, and of the possibility of not being successful in increasing the water supply in the streams by the above mentioned work, and finally in view of the fact that such waters, if any are found, are located in the watershed already tributary to the streams granted to me, and probably join them lower down stream in the form of springs, the exact origin of which it is impossible to trace and establish, I respectfully ask Your Majesty and Your Majesty Ministry to place the annual rental for the rights herein petitioners for, at a nominal figure... [HSA, Interior Department Box 55 – Water Maui & Molokai, 1866 – 1887]

December 17, 1878
Samuel G. Wilder, Minister of the Interior;
to H. Schussler, Esqr. (Attorney for Claus Spreckels)

...In Cabinet Council held this day, your petition asking an additional franchise giving you the right to "Bulkhead" Tunnel, excavate, or by other means enable you to raise and appropriate for use, any water now running underground from the northerly slopes of Haleakala, "was duly considered."

H. H. Majesty's Government are ready to grant you your petition upon a nominal rent with the full understanding and contract, that, if any means you may use in any way lessens the supply of any stream or spring, that now discharges above high water mark on the sea shore- the franchise is void. As you will see we have no right and cannot give any franchise in and water rights, that will in any way injure other parties. – and we can only give this privilege upon Government lands.

Your letter plainly intimates that you see the result may be disastrous to streams and springs below you.

With my best wishes for your success, and my assurance of any and all proper assistances... [HSA, Interior Department Letter Book 15:444-445]

December 23, 1878
H. Schussler (for Claus Spreckels); to S.G. Wilder, Minister of the Interior

...As I shall be compelled to take the water out of several creeks right at the Government road crossing, you would very highly oblige me in a letter of official authorization to do so. That is, to use the government road wherever it crosses one of the streams granted to Spreckels last July, for the purpose of taking the water out of any one of those streams, where such may be required in the judgment of Spreckels or his agent. Spreckels to repair the road on as good a condition as it was heretofore.

The fact of it is that all those road crossings will be vastly improved. As I intend in several places to build bridges across the streams and take the water out underneath the bridge, also we'll be compelled to raise some of the approaches to these bridges, which will make the crossings much easier than they are now. For such improvements we will claim no offset against road tax. I have done a good deal of work on the roads between Maliko and Halehaku and you will be pleased to see what improvements I was compelled to make as they were formerly almost impossible for heavy hauling, while when the grades are very much easier... [HSA, Interior Department – Roads Box 44]

December 23, 1878
Sam'l. G. Wilder, Minister of the Interior;
to H. Schussler, Esq. (Agt. & Atty. For C. Spreckels)

... Your letter has been duly received and in answer I beg to say – You are herby authorized to use the Government Roads in any way that will facilitate your interests – always bearing in mind the rights of the Public and leaving the Roads as accessible and in as good order as you find them.

I hear many reports of your improvement and thank you for the same... [HSA, Interior Department Letter Book 15:444-1/2]

January 11, 1879
Claus Spreckels, Haiku Sugar Co. et. al; to James M. Alexander, et al.
Deed

...Know All Men By These Presents, that I, Claus Spreckels, of San Francisco, State of California U.S.A. for and in consideration of one dollar to me paid by James M. Alexander of Haiku, Island of Maui, Hawaiian Islands, do hereby remise, release and forever quit-claim unto the said James M. Alexander his heirs and assigns, all right, title and interest in and to the Waipio Stream in the district of Hamakualoa in said Island of Maui, which I may have acquired by virtue of a grant of certain water rights made to me by the Minister of the Interior of the Hawaiian Islands dated July 8th, 1878, recorded Lib. 56 fol. 77-82, or by virtue of an Indenture made between me and the Hamakua Ditch Company July 8th, A.D. 1878, recorded Lib. 55, fol. 208-211, or otherwise; and I hereby, for myself, my heirs and assigns covenant and agree not to assert or exercise any claim to said stream during the term of said Indentures. And also, in consideration of one dollar to me paid by the Haiku Sugar Company, a corporation existing under and by virtue of the laws of the Hawaiian Islands, *I do hereby remise, release and quit-claim unto said Haiku Sugar Company, its successors and assigns all right, title and interest whatsoever in and to the gulches and streams lying next east of the Maliko Gulch running over land of said company known as Kanemoeala, Waikina, and its branches, and that part of the Kuiaha, sometimes called Kuiana which is situated mauka of the present Hamakua Ditch which I may have acquired by virtue of either of the above named Indentures, or otherwise;* and I hereby, for myself my heirs and assigns, covenant and agree not to assert or exercise any claim to said streams and gulches during the term of said Indentures.

AND also, in consideration of one dollar, and other valuable considerations to me paid by the owners of the Hamakua Ditch property, *I do hereby remise, release and quit-claim unto the owners of said Ditch, their heirs, successors and assigns, all right, title of interest whatsoever in or to that portion of the western branch of the Halehaku Stream known as Opana, mauka or above the level of said Hamakua Ditch and also in such parts, as lie above the level of the said Ditch, of all streams lying between the Opana stream on the east and inclusive, and the streams above mentioned next east of Maliko Gulch running over land of the Haiku Sugar Company on the west* which I may have acquired by virtue of either of said Indentures or otherwise; and for myself, my heirs and assigns, I hereby covenant and agree not to exercise or assert any claim to said parts of said streams, during the term of said Indentures.

And also in consideration aforesaid I for myself, my heirs and assigns, covenant and agree with the owners of said Hamakua Ditch Property, that the place of measuring the forty cubic feet of Water per second, to which they are entitled by said agreement between us dated July 8, A. D. 1878, (provided the streams granted them by the Hawaiian Government Sept. 30th, A. D. 1876 shall furnish that amount at the level of their ditch) shall be fixed at the inlet end of their present Halehaku pipe and before the waters of the Halehaku and Opana streams have been discharged into said Ditch, and not at the outlet end of the said pipe and inclusive of said two streams as formally agreed upon by said Indenture between us dated July 8 A. D. 1878, and also in case on account of drouth [sic.], the water in said ditch shall not amount to said forty cubic feet per second at said place of measurement, the owners of

said ditch may take from said Halehaku stream (provided they have previously obtained the right to do so) sufficient water to complete said amount of forty cubic feet per second.

And also in consideration aforesaid I hereby for myself, my heirs and assigns covenant and agree with the owners of said Hamakua Ditch property, that they shall be entitled to alter their flumes, ditch and pipe lines west of and inclusive of the Halehaku pipes, so as to enable that westerly portion of said Hamakua Ditch to convey in addition to said forty cubic feet per second such other amounts of water as the owners of said Ditch may conduct into the same by gravitation out of the streams west and inclusive of the Halehaku. And we; the Haiku Sugar Company aforesaid, Samuel T. Alexander and Henry P. Baldwin copartners under the name of Alexander and Baldwin, Island of Maui; James M. Alexander aforesaid; William F. Sharratt, Sanford B. Dole, Alfred S. Hartwell, Alfred H. Smith and Jared K. Smith owners of the Grove Ranch Plantation on the Island of Maui; the owners of the Hamakua Ditch Property in consideration of the above covenants and of one dollar to us paid by the aforesaid Claus Spreckels, do hereby assign, transfer and set over unto the said property, Claus Spreckels, his heirs and assigns all of the right, title and interest which we may have in and to the land stream and appurtenances of Honopou, Hamakualoa, Maui, as demised and secured by lease of Charles Copp dated March 19, 1877 and recorded in Lib. 50 fol. 57 etc., excepting and reserving however to ourselves our heirs, successors or assigns the right to take water out of the said stream at any point on the level of or above the said Hamakua Ditch subject nevertheless to the performance of the covenants and conditions contained in the said lease.

And also in consideration aforesaid, we the said owners of the Hamakua Ditch Property do hereby covenant and agree that if we or our heirs, successors or assigns should at any time after the expiration of said lease, acquire any title to said land and stream during the continuance or unexpired term of the agreement between the Hamakua Ditch Company and Claus Spreckels of July 8, 1878; that such right title or interest with the above exception and reservation shall be duly transferred to the said Claus Spreckels his heirs and assigns.

And I the said Claus Spreckels, for myself, my heirs, executors administrators and assigns hereby covenant and agree to faithfully do and perform all of the covenants in said lease contain to be done and performed on the part of the said Hamakua Ditch Company and also in consideration aforesaid I hereby for myself, my heirs and assigns covenant and agree that any rights that I may have or may hereafter acquire in or to the water of the said Honopou Gulch shall in no wise be allowed to interfere with the right of the owners of the said Hamakua Ditch to take out the water of said stream at or above the level of said Ditch, subject however to said limitation of forty cubic feet per second.

And we, James M. Alexander and Henry P. Baldwin hereby and by our signatures fully endorse the act of Samuel T. Alexander in signing the original agreement between the said Hamakua Ditch Company and Claus Spreckels dated July 8, 1878, and assent to said agreement subject to modifications of this indenture.

IN WITNESS WHEREOF we, all the parties to this instrument have caused the same to be duly executed the Haiku Sugar Company by causing its corporate seal to be hereto attached and the signatures of its president and secretary, and the other parties by affixing their seals and signatures hereto this 11th day of January 1879.

(Sgd.) CLAUS SPRECKELS (Seal)
By H. Schussler his Attorney in fact
HAIKU SUGAR CO., BY (Seal)
J. Mott Smith President J.P. Cooke Secretary (Seal) S.T. Alexander (Seal)
Executed on condition that all said parties duly execute and indenture
H.P. Baldwin (Seal) J.M. Alexander (Seal)
Executed as far as the owners of Grove Ranch are concerned on condition that all the said
parties duly execute said Indenture.
S. B. Dole (Seal) Alfred S. Hartwell (Seal) Alfred H. Smith (Seal)
J. K. Smith (Seal)

HAWAIIAN ISLANDS
ISLAND OF KAUAI
SS.

On this eleventh day of January A. D. 1879, personally appeared before me Alfred H. Smith
and J. K. Smith, known to me to be the persons described in and who executed the
foregoing Instrument, who acknowledged to me that they executed the same freely and
voluntarily and for the uses and purposes therein set forth.

(Sgd.) Frank Bindt; Agt. to take acknowledgment for Island of Kauai.
HAWAIIAN ISLANDS
ISLAND OF OAHU
SS.

On this 13th day of January 1879 before me S. B. Dole and J P. Cooke as Secretary of the
Haiku Sugar Company incorporated; on the 17th day of said January appeared J.M. Smith
as President of said Haiku Sugar Company, all to me severally known and on the 24th day of
January, 1879 appeared A.S. Hartwell to me known, and acknowledged that they executed
the foregoing instrument freely and voluntarily and for the uses and purposes therein set
forth.

(Sgd.) W.R. Castle; Notary Public; Seal.

HAWAIIAN ISLANDS, MAUI: SS.
Personally appeared before me this 14th day of March 1879, S.T. Alexander, J.M. Alexander
and H. P. Baldwin all to me well known and acknowledged that they executed the above
instrument voluntarily and for the uses and purposes therein set forth.

(Sgd.) C. H. Dickey; Notary Public; Seal.
ISLAND OF MAUI, HAWAIIAN ISLANDS: SS.
W. F. Sharratt to me well known, personally appeared before me the 14th day of March 1879
and acknowledged that he executed the above instrument voluntarily for the uses and
purposes therein expressed.

(Sgd.) C.H. Dickey; Notary Public; Seal.
The insertions of the words in folio 4 hereof, numbered 1 "that part of" and 2, "which is
situated mauka of the present Hamakua "Ditch", before the final execution hereof, relative to
rights released to the Haiku Sugar Company, is hereby agreed to by the parties in interest.

In witness whereof said Haiku Sugar Company has caused its corporate seal with the names of its President and Secretary to be hereunto attached and said Claus Spreckels has hereunto set his hand and seal this day of April 1879.

THE HAIKU SUGAR COMPANY
By J. Mott Smith Pres.
By J. P. Cooke, Sec.

[Attachment to above]
Hawaiian Islands,
Island of Oahu. SS.

On this 10th day of April, 1879 personally appeared before me J. Mott Smith, President and J. P. Cooke, Secretary of the Haiku Sugar Company, incorporated and acknowledged that they for the purposes therein set forth, executed the above agreement freely and voluntarily for the uses and purposes therein set forth.

(Sgd.) W. R. Castle, Notary Public; Seal.
Hawaiian Islands, Maui. S. S.

Personally appeared before me this 11th day of April 1879 H. Schussler to me well known and acknowledged that he executed the foregoing instrument as Attorney in fact for Claus Spreckels voluntarily and for the purposes therein set forth.

(Sgd.) C. H. Dickey, Notary Public; Seal.

Register Office, Honolulu
May the 20th, 1879... [Bureau of Conveyances, Liber 59:200-205]

July 23, 1879
Saml. T. Alexander, Manager; to Claus Spreckels

...Received from Claus Spreckels the sum of One thousand and eighty five dollars as payment in full for all cane and other property damaged and destroyed by him or his agents while constructing his ditch and pipelines over and across the lands of Haiku and Hamakuapoko plantations on the island of Maui, both belonging to the Haiku Sugar Company, a Corporation organized under the laws of the Hawaiian Islands... [EMI Collection; Attached to H.C. & S. Co. #6-C]

1880 – Description of Plantations and Extraction of Water from Maui Hikina

George Bowser, editor of "The Hawaiian Kingdom Statistical and Commercial Directory and Tourists Guide" (1880), cited earlier in this manuscript included "An Account of the Sugar Plantations and the Principal Stock Ranches on the Hawaiian Islands." Bowsers' narratives below focus on descriptions of the plantations and of water supplying Spreckels' Plantation on the Wailuku-Waikapū lands, as they were connected to the Ko'olau-Hāmākua watershed with water being extracted from areas of natural flow to cultivate more arid lands.

The Huelo Sugar Mill And Plantation, Huelo, 25 miles from Wailuku; post office address, Haiku, Makawao Road. T Akanalilili, Proprietor and Manager; Agents, C. Brewer & Co., Honolulu. Owns 1,500 acres. Under cultivation, 500; available for sugar planting, 1,200.

Estimated yield for season of 1880, 900 tons. Men employed, 120; oxen, 200 yoke. Capacity of mill, 10 tons. This plantation is comparatively in its infancy, having only been in operation somewhere about 15 to 18 months, and in that time Mr. Akanaliliii has effected a most wonderful change in the appearance of the land. *Where it was formerly overgrown with scrub and native trees it is now blossoming; not with the rose, but with the most magnificent fields of sugar-cane*, which on some parts of the estate are actually growing on the verge of high, precipitous rocks, overhanging the sea, in some places, perpendicularly, at a height from the sea of – I am safe to say – 1,200 to 1,500 feet. The plantation is situated in one of the most beautiful parts of the Island of Maui, and the scenery is magnificent and grand in the extreme... [page 428]

I have measured cane on this estate (and it is not an isolated case,) which measured 10 inches in girth or circumference, and from 8 to 10 feet long, which is estimated to return 5 tons of sugar to the acre. Mr. Akanaliliii has erected a flume, which runs through a considerable portion of his plantation, to carry the cane to the mill, and which works admirably. The mill in connection with the plantation has only recently been erected, and its capacity is 10 tons per day; it has all the modern improvements. The landing and anchorage attached to this plantation is all that can be wished for. The steamer Mokolii calls here once a week on her up and down trip from Honolulu, via the Island of Molokai. Fare, cabin, \$6; deck \$2. There is a splendid opening for an enterprising man to open a hotel for the use of tourists. Mr. Akanaliliii, I am very sure, would render any assistance to the right man.

The Piholo [Pi'iholo] Sugar Plantation, Makawao, East Maui, 16 miles from Wailuku; post office address, Makawao, Makawao Road. Akanaliliii & Co. Proprietors (T. Akanaliliii & W.P.A. Brewer). Own 1,250 acres and rent 10,500. Under cultivation, 500. Estimated yield for 1880, 500 tons. Employ 60 men, 220 yoke oxen, 20 horses, 15 mules. Managers, Akanaliliii & Brewer. Agents in Honolulu, C. Brewer & Co. The district of Makawao is well adapted to the culture of the sugar-cane, as it is favored by a most beautiful and magnificent soil. The scenery around this district is grand in the extreme, and the roads, for the most part, as far as Huelo, are in good order and makes riding very enjoyable. The various trees appertaining to the Islands grow here in great luxuriance.

The Haiku Sugar Mill and Plantation Haiku, No. 1 [Incorporated], Haiku, 15 miles from Wailuku; post office address, Haiku, Kahului Road; manager, S.T. Alexander; agents in Honolulu, Castle & Cooke. Own 4,000 acres; 500 acres under cultivation; 2,000 acres available for sugar, and 2,000 pasture and wood-lands. Estimated yield for season of 1880, 1,100 tons. Men employed, 175; oxen, 125 yoke. Capacity of mill... This plantation is situated in a beautiful part of the Island, and furnishes large returns to the properties, which must yearly increase to a large extent under the skillful management of the manager... [page 429] The manager's house and grounds are an object worthy of a visit from anyone who delights in horticultural and landscape gardening, and which goes to prove an undoubted fact, that the Islands are capable of growing to perfection a large variety of fruits, flowers, etc., in their greatest profusion.

East Maui Sugar Plantation Company, Makawao, 13 miles from Wailuku; post office address, Makawao, Main Road. W.F. Allen, T. Akanaliliii and Edward Hoffman, proprietors. Own 2,000 acres; 350 under cultivation. Estimated yield for 1880, 500 tons. Capacity of mill, about 8 tons. Employ 80 men and 120 yoke oxen. This is another valuable piece of property, and the author has no hesitation in saying here, and this will apply to all the Islands, that in

five years from now there will be ten times the amount of land under cultivation in sugar cane; that will bring to the owners very large returns by careful and systematic management.

The Haiku Sugar Mill and Plantation, Haiku, No. 2, [Incorporated], Makawao, twelve miles from Wailuku; post office address, Haiku, Kahului Road. Manager, C.H. Alexander; Agents in Honolulu, Castle & Cooke. Own 3,200 acres; 700 acres under cultivation; available for sugar planting, 3,000 acres; estimated yield for season of 1880, 1,500 tons of sugar. Men employed, 190; oxen, 125 yoke; capacity of mill... At this plantation there is every facility for the successful cultivation of a large area of land, and there is a splendid harbor and landing at no great distance from the mill, where vessels of the tonnage of 150 tons can lay at anchor with perfect safety.

The Grove Ranch Plantation, Makawao, eleven miles from Wailuku; post office address, Makawao, Kahului Road. W.F. Sharratt, S.B. Dole, A.S. Hartwell, J.K. Smith, and A.H. Smith, Proprietors; Manager, W.O. Smith; Agents in Honolulu, H. Hackfeld & Co. Owns 3,870 acres; 350 acres under cultivation; available for sugar planting, 3,870 acres; estimated yield for season of 1880, 800 tons sugar. Men employed, 110; oxen 110 [page 430] yoke. This is a very valuable plantation, and, as will be observed above, is all capable of being cultivated in sugar, and the able manager, W.O. Smith, Esq., will furnish large returns to the proprietors by his skillful and assiduous labors in the furtherance of that object...

The Lilikoe [Lilikoi] Sugar Plantation, Haiku Maui. Mr. Bowser, the publisher of this work, waited upon Mr. Bailey at the above plantation, who excused himself, stating that he had company at the house, and could not possibly furnish the particulars asked for, viz: the particulars as appended to all the other plantations. Mr. Bailey desired Mr. Bowser to write down the questions to be answered, which was done. Mr. Bailey faithfully promised to forward the same in a post or two, which has never come to hand. This was in February. Since then Mr. Bowser has forwarded to Mr. Bailey a most respectful requisition to the above effect, but no reply has come to hand. Consequently the names of all the employees of the Lilikoe Plantation will not appear in the Directory. Messrs. Hackfeld & Co., of Honolulu, are the agents, who will, I have no doubt, furnish any particulars about the above plantation. In the next issue full particulars will appear.

Claus Spreckels & Co.'s Sugar Mill and Plantation, Wailuku and Waikapu Common, seven miles from Wailuku; Kahului Road; post office address, Kahului. Owns 30,000 acres; 3,000 acres under cultivation; 25,000 acres available for sugar planting; the balance is pasture, etc. sole right of 32 streams for irrigating purposes; said right obtained direct from the Crown; estimated yield for season of 1880, 3,000 tons of sugar. The cane will average six tons to the acre. Number of men employed, 350; horses and mules employed, 70 head. [page 431]

The ploughing on the whole is done by steam ploughs, and the cane is transported by the aid of portable railways to the mill. The capacity of the mill will be about twenty tons per diem; the mill will have five crushers in two sets, one of three, and one of two. The mill buildings are now in course of construction, and it is expected that grinding may be commenced about November next. Mr. Spreckels has his own landing and storehouse at Kahului, and the sugar is brought down to the landing by Captain Hobron's Wailuku and Hamakua Railway. Messrs. J. Horner & Co. plant 600 acres, all under cultivation, on shares

with this company. Mr. Spreckels calculates to import, inside of four years, 40,000 tons of sugar per annum from his Hawaiian estates. [page 432]

...From Wailuku to Kahului ... I had not proceeded far on my way before I found myself in the neighborhood of the sugar plantation of Mr. Claus Spreckels, to whose enterprise and example this part of Maui owes no little of its wealth. His enterprise, by demonstrating the feasibility, and above all, the profitable character of works by which the superfluous waters [page 505] of one district are made to fertilize districts otherwise unproductive because less bountifully supplied with water by Nature, has been one of the most important which the chronicler of the industrial development of the Islands has to record.

[Development of Spreckel's Ditch and Plantation]

Mr. Spreckels, who is a well-known San Francisco merchant, having on a previous visit examined the undeveloped land and water resources of Maui, engaged Mr. H. Schussler in the Spring of 1878, Chief Engineer of the Spring Valley Water Works of San Francisco, to accompany him, and thoroughly survey the land and investigate the scheme he had in contemplation for bringing water from the streams on the northerly coast of East Maui to the large fertile tract of bottom land known as the Wailuku and Waikapu Commons, and located on the neck of land connecting East and West Maui. Mr. Schussler finished the survey of a water race and pipe line, and made a general topographical survey of the land to be brought under cultivation. The work occupied him ten days, and upon his reporting the results to Mr. Spreckels, *an application was made to the Government for a franchise for the proposed irrigation scheme. This was granted for the term of thirty years, with the privilege of thirty years extension.* These preliminaries being arranged, Mr. Spreckels acquired, by a long lease, a tract of 15,000 acres of Crown lands, and, by purchase, an interest in a large adjoining tract, both areas being part of the bottom lands already spoken of. Returning to San Francisco, Mr. Spreckels contracted for a large amount of the best American plate iron with the house of Holbrook, Merrill & Stetson, Mr. Schussler's survey of the line of the race having shown that no less than thirty gulches required to be crossed by piping – gulches which varied in width from 150 to 2,000 feet, some of them having a depth of from 300 to 400 feet. Mr. Spreckels also contracted with the Risdon Iron Works in San Francisco for the manufacture of the iron he had ordered in to 21,000 feet of piping of 35, 37, 39 and 41 inches diameter, with the necessary mouth-pieces, blow-offs, elbows, air valves and manholes, in accordance with the specifications prepared by Mr. Schussler. For economy in shipment, these pipes were telescoped into one another – one of each diameter in a lot – and wedged solid with wooden dunnage, and were then shipped direct to Kahului. From Kahului they were reshipped by small coasting schooners to Maliko Landing, near the line of the contemplated water race. Meanwhile Mr. Schussler proceeded to Maui with a large force of mechanics – white and Chinese laborers – numbering, at first, 250, and subsequently increased to 350. He also took with him sixty mules. *The construction of the ditch was commenced [page 506] in October, 1878; camps were located in suitable places, and a depot established, at which the pipes were boiled in an asphaltum bath. The pipes were distributed as required to the different gulches they were to span by a force of about 120 bullocks driven by natives. Where these pipes cross the gulches substantial bridges to carry them have been constructed, and where the water has to be carried down to the level of these bridges, pipes sunk in ditches five feet deep and five feet wide make the necessary connections with the race at either end. The pipes are in sixteen-foot lengths, and are connected with each other by heavy iron bands and lead joints, a system which had already*

proved so successful on the former pipe lines constructed under Mr. Schussler's direction in California and Nevada.

According to the lay of the ground, the ditch was cut of varying dimensions, so as to keep the carrying capacity about equal, as the grade varied. Where the fall is four feet in the mile the ditch is thirteen feet wide at the top and nine feet at the bottom, with a depth of three feet and four inches. The run is all cut in the solid ground from gulch to gulch. The various streams being thus crossed at right angles, are connected with the main fall by side ditches. To give an idea of the great additional labor and expense involved in thus securing the inflow of the various streams crossed, I may mention that one of them necessitated the construction of four miles of difficult ditching, with three tunnels and 950 feet of heavy piping, involving an outlay for this side work alone of \$25,000. As the work was being completed, working in an easterly direction, the force employed upon it was gradually diminished, until now it is reduced to about eighty men, who are *expected to complete the work and bring in all the streams included in the franchise granted to Mr. Spreckels before the end of the current year, 1880*. The length of the race, as constructed up to the present time, is forty miles, including the side ditches, and its delivering capacity is about 60,000,000 of gallons daily.

The main work was so far advanced within ten months after the first stroke of the pick upon it, say, by August, 1879, that water was then let into the commons, and ploughing commenced. In order to gain an accurate knowledge of the lay of the land to be irrigated, Mr. Spreckels had a thorough topographical survey made of it, with the aid of which, he has been able to devise a complete system of irrigation. He has also commenced the construction of a large distributing reservoir at the lower end of the race, which will, when complete, contain about 40,000,000 cubic feet of water. In the plan of irrigation adopted, each acre has a separate number, and is surrounded [page 507] by a path ten feet wide. Every twenty-five to thirty acres are again surrounded by roads forty to fifty feet wide. By this method, the furrows in each acre can be filled with water in about twenty minutes, so that in ten hours work one man can irrigate from twenty-five to thirty acres per day, whilst under the systems hitherto in vogue, one or two acres were considered a day's work. The furrows in which the cane is planted are two feet wide at the bottom by a foot at the top, about eight inches high, and six to seven feet apart from centre to centre. Planting was commenced about the middle of December, 1879, and discontinued in January following, by which time a little over 500 acres had been planted. At this time (July, 1880), the cane is growing finely, promising an enormous crop, which will be ready for the mill at the beginning of 1881. The mill is situated in a central part of the estate, and in a position which will allow the greater part of the cane to be brought to it on a downward grade, over portable and stationary railroad tracks. The mill, which is to be one of the most complete ever imported into the islands, is in course of construction at the Risdon Iron Works, San Francisco.

Mr. Spreckels is now engaged in planting another cane-field of 1,600 acres, which work will be finished by the end of this year. This cane will come in for the season of 1882. He has also contracted with several parties from California to raise cane on shares with him on portions of the property. One of these is to work 500 acres and the other 600. By these arrangements, he will, when the season of 1882 comes round, have between ten and twelve thousand tons of sugar coming forward. Mr. Spreckels has the intention of planting from 1,500 to 2,000 acres of new land each year, ratooning or volunteering the older crops for several years, until they require replanting. He also contemplates erecting additional mills in the near future, as the necessities of the plantation demand. The whole work undertaken by

Mr. Spreckels is one of the most gigantic enterprises of its kind, and reflects great credit on the master mind that conceived it, and on the engineering skill with which it has been conducted. May it have that complete and lucrative success which it deserves!

At nine miles from Wailuku I came to the dairy ranch of Mr. W.H. Rogers. The country here is rich pasture, and, at the same time, suitable for agriculture. The numerous hedge rows, formed of a species of cactus, which was growing from five to nine or ten feet high, had a curious appearance. These cacti serve the cattle in dry weather as a substitute both for their ordinary fodder and for water. Both horses and cattle thrive upon them, and so do the pigs, for whom the lobes or leaves are boiled, along with skim-milk and the usual pigwash. [page 508]

[Haiku Plantation]

Leaving Makawao I took the more northerly road, and a pleasant ride, between six and seven miles, brought me to Haiku... [page 510] ...When you get to Haiku Plantation No. 1 there is a most magnificent view of the mountains and of the sea. Fields of sugar cane and beautiful pastures greet the eye on every side. From this plantation to the Haiku Plantation No. 2 the road is in some places very precipitous, the traveler having to pass through a steep defile... [Following narratives describe the region from Haiku to Huelo, and cited earlier.]

[Huelo Plantation]

At Huelo is the plantation and residence of Mr. T. G. Akanaliliii. This gentleman and his wife gave me a most hospitable reception. This plantation is situated in a fine part of the country; the land is all virgin soil, and, when I was there, there were some 500 acres already planted with sugar cane, which struck me as being the finest sample I had yet seen, and I measured some of it, which has ten inches in girth and [page 511] from eight to ten feet long, a style of cane which will, I feel sure, turn out five tons to the acre. Mr. Akanaliliii has erected a flume which is nearly two miles long, the purpose of which, besides the conveyance of water to points where it may be needed, is to float the sugar cane down, from the fields in which it is grown, to the mill, an arrangement which will save a great deal of money in the matter of carriage, besides being more expeditious. Another advantage this plantation has is derived from nature and not from the skill and ingenuity of man. There is no irregular ground upon it, so that it can be worked at a much less expense than those of many of his neighbors. Mr. Akanaliliii has erected a very fine sugar mill on the premises which is capable of turning out ten tons per day...

There is a first-rate landing at Huelo, with eight fathoms of water at the landing, and a small steamer from Honolulu called the "Mokolii" calls here every week. The fare is only six dollars (two on the deck), and visitors, besides enjoying the natural beauties of the place, would have no lack of amusement, there being plenty of shooting in the mountains for gentlemen, ferns in the gulches for ladies, and fishing in the sea for both.

Mr. Akanaliliii is not, as his name might lead my readers to suppose, a native of the Hawaiian Islands. He is a Chinaman. Akanaliliii simply means, Little Akana, the latter being his name, and the adjunct an addition by the natives, which he has adopted. He was a mere boy when he came to these islands, twenty-seven years ago. A self-made man, he is now the proprietor of the plantation on which he resides, which is 1,500 acres in extent, of half

the Piiholo plantation, nearer Makawao, and of one-third the East Maui plantation. He also owns a large ranch on the other side of the Island, where he has, at the present time, 1,500 Angora goats. Here is an example of what may be done by industry and pluck and thrift. Here, too, is a contrast to the ways of that native race, whose decline everyone bewails and no one seems to know how to prevent, and which, to my mind, would be quickly checked by good, honest work, instead of the lazy lives they mostly live.

Before parting from the description of this part of the country, I ought to mention that some of the sugar cane on the Huelo plantation is grown within a few yards of the edge of the ocean cliffs, which are [page 512] here very precipitous, in some places almost perpendicular for ten or twelve hundred feet, right down to the sea. This shows that even in the most unpromising places every inch of land in this part of Maui is capable of cultivation, and only requires the capital and the will to make productive.

[Travel from Huelo to the Ko'olau Region]

After leaving Mr. Akanalilili's plantation, the road for the first mile and a half is through a woodland country, all virgin soil... *...All manner of evergreen trees indigenous to the Islands, contrasts of a delightful kind between the foliage of one tree and another, especially between the Kukui, or candlenut tree, and that which bears the mountain apple, cascades in the far distance, and ever and anon a sudden vision of the beautiful blue sea, with its great waves dashing against the steep cliffs...*

There is, for the most part, a lack of song-birds in the Hawaiian forest or open country; but whilst traveling this wild but charming region, I have listened to the song of a bird which resembles in its note the European lark...

[Honomanū]

At a place called Honomanu... [page 513] ...The valley where this is, is only about a furlong wide and four or five miles long. In it a few native cultivate small patches of taro. It is distant about twenty miles from Hana, the easternmost part of the Island... ...In each of the gulches in this country you have a good-sized torrent to cross...

[Keanae Village & Garrett's Sugar Plantation]

My next halting place was *the little hamlet of Keanae. There are here only a few Kanaka huts and some patches of taro cultivation*, but it is just the spot for the growth of sugar cane, and has the benefit of a very good landing, at which the steamer "Mokolii" calls about once a month. *Mr. J.C. Garrett has a sugar plantation here, which was a delight to the eyes as a contrast to the forest scenery I had been passing through. There are something like 2,000 acres here, all virgin land, capable of being turned to account for the cultivation of the sugar cane... Wailua is the name of the next place I arrived at, about two miles further on. Near the road from Keanae to here there are several beautiful waterfalls. These, in the summer time, are beautified by perpetual rainbows... [page 514]*

[Gulches and Streams from Ha'ikū to Nāhiku named]

...[B]efore I close my account of the eastern trip, it may be of interest to the future tourist who may be induced to follow on my track, to enumerate in their order the many gulches

into which the road plunges between the Makawao district and Hana. The following list, in which the names of these ravines are given in strict order, will enable the traveler to ascertain the locality at which he may at any time have arrived, merely by keeping count of his frequent descents. Starting, then, from Haiku, the order is as follows: 1, *Kakipi*; 2, *Honopou*; 3, *Holawa*; 4, *Waipio*; 5, *Huelo (village here)*; 6, *Hoalua*; 7, *Kailua*; 8, *Nailiilihaele*; 9, *Kahauola*; 10, *Oopuola*; 11, *Makanale [Makanali]*; 12, *Kaaiea*; 13, *Kalaaauokiopihi*; 14, *Pohakuhonu*; 15, *Kolia [Kolea] (village here)*; 16, *Waikamoi (Large village here)*; 17, *Wahinepee (large village here)*; 18, *Puohokamoa (large village here)*; 19, *Haipuaena*; 20, *Honomanu (village here)*; 21, *Nuaailua*; 22, *Keanae (small village here)*; 23, *Ohia*; 24, *Kaamilo*; 25, *Wailuanui*; 26, *Wailuaiki*; 27, *Kopiliula*; 28, *Waiohue*; 29, *Kapaula*; 30, *Hanawi*; 31, *Nahiku (village here)*; 32, *Palipilo (river here)*; 33, *Hana...* [page 522]

September 12, 1881

**Petition of J.W. Kehuhu and 12 native residents;
to H.A.P. Carter and J.S. Walker, Commissioners of Crown Lands (Aina Lei Alii)
(Petition from Native Resident of Honomanu, Keanae and Wailua Asking That Rights
to Water Not be Granted to Spreckels for Transport to the Plains of Kamaomao)**

... We, the Committee, whose names are below, we request your kind consideration. Do not dispose any of the water-rights (pono wai) of the Crown Lands (aina lei alii), those being from Honomanu, Keanae, Wailua, to the millionaire (Claus Spreckels) of Kamaomao. Because, if any of the water-rights of the above described Crown Lands are disposed of, then, the King's subjects, living on said lands, will be troubled. That which has been done by the millionaire with the waters of other lands is known, and because of these known troubles, we beg you to put an end to the taking of water from the lands which were described above.

In truth of this, we sign our names.

J.W. Kehuhu	K.E. Malailua	B.B. Kalilimoku
K. Makaena	J.B. Kaakuamoku	Kamanele
J.K. Hueu	D.W. Napihaa	J. Kuluhiwa
S. Kamakahiki	M. Kaleba	J.S. Lono

Kelii

[HSA, Interior Department Box 55 – Water Maui & Molokai, 1866 – 1887; Maly, translator]

Filed June 18, 1890

**Submission on case agreed,
Haiku Sug. Co. et al. vs. Minister Interior
(Settles dispute over Water License Costs and Extends License for Period
of 20 years from September 30, 1896)**

In the Supreme Court of the Hawaiian Islands; The Haiku Sugar Company et al. Plaintiffs and L.A. Thurston, Minister of the Interior, Defendant; Submission on Case Agreed. To their Honors the Justices of the Supreme Court:

The Hamakua Ditch Company consisting of the Haiku Sugar Company and Paia Plantation and the Grove Ranch Plantation Company, each being a Hawaiian Corporation, hereinafter named the plaintiffs, and Lorrin A. Thurston, Minister of the Interior, hereinafter named the

defendant, respectfully submit to your honors that a question in difference exists between them which might be the subject of a civil action in the Supreme Court, and that they have agreed upon the case hereunder stated containing the facts upon which the controversy depends, and do hereby present a submission of the same and request your Honors to hear and determine the said case in writing as if an action between the said parties were depending.

Case Agreed

The plaintiffs are now seized and possessed of or entitled to all the property, rights, privileges and concessions which under and by virtue of that Indenture dated the 30th day of September A. D. 1876 between William L. Moehonua, Minister of the Interior of the first part and the Haiku Sugar Company, Samuel T. Alexander, Henry P. Baldwin, James M. Alexander and Thomas H. Hobron of the second part And also of that Indenture dated the 7th day of October A. D. 1878 between Samuel G. Wilder Minister of the Interior and the same parties of the second part are granted and assured and agreed to be granted and assured unto the said parties of the second part.

Copies of which said Indentures are hereto appended marked Exhibit A and B respectively and made part hereof.

The defendant has (for good consideration) waived the right to postpone until the end of the first term of twenty years named in said first above named Indenture whatever offer (but for such waiver) would under said Indentures be incumbent upon the Minister of the Interior to make to the said parties of the second part their successors representatives and assigns for a renewal and continuance on like terms and conditions with those named in said Indentures of the rights therein granted.

It is claimed on the part of the defendant that the Minister of the Interior is not under said Indentures precluded from utilizing for purposes of irrigation or revenue the water rights named in said Indentures, but may without offering to renew or grant the same to the plaintiffs, otherwise dispose of the same for the purpose of deriving a public revenue therefrom, by the Government instituting water works of its own and utilizing the water of said streams, or that the Government may at its option refuse to lease said waters to anyone, but may allow them to pursue their natural flow.

It is claimed on the part of the plaintiffs that upon the aforesaid waiver they are now entitled to an offer of the right granted under said Indentures for a further term of twenty years from the 30th day of September A. D. 1896 on like terms and conditions as those named in said first above named Indenture except as modified by said last above named Indenture, and that in conformity with the agreement therein contained and with said waiver as to the time of offering such grant of renewal, the defendant ought now to offer to execute and deliver to the plaintiffs an Indenture substantially in the form hereto appended and marked Exhibit C. upon the plaintiffs executing and acknowledging a counterpart thereof, which the plaintiffs hereby offer and are willing to do.

It is also hereby agreed that the said controversy is real, and that these proceedings are brought in good faith to determine the rights of the parties hereto. (Page 3)

(Attachment)

THIS ENDURTURE made this _____ day of _____ A.D. 1889 Between LORRIN A. THURSTON, Minister of the Department of the Interior of the Kingdom of the Hawaiian Islands of the first part and the HAIKU SUGAR COMPANY and the PAIA PLANTATION and the GROVE RANCH PLANTATION COMPANY Corporations incorporated and existing under the laws of said Kingdom of the second part.

WHEREAS the said Paia Plantation is now the owner of and entitled to all the property and rights granted and assured to Samuel T. Alexander and Henry P. Baldwin and James M. Alexander and the said Grove Ranch Plantation Company is now the owner of and entitled to all the property and rights granted and assured to Thomas H. Hobron by and under that certain Indenture dated the thirtieth day of September A.D. 1876 between William L. Moehonua Minister of the Interior of the first part and the said Haiku Sugar Company Samuel T. Alexander, Henry P. Baldwin, James M. Alexander and Thomas H. Hobron of the second part and that certain Indenture dated the seventh day of October A. D. 1878 between Samuel G. Wilder, Minister of the Interior of the first part and the same Haiku Sugar Company, Samuel T. Alexander, Henry P. Baldwin, James M. Alexander and Thomas H. Hobron of the second part.

AND WHEREAS the parties hereto of the second part desire to replace the water pipe and aqueduct conducting the waters granted under said Indentures and to renew the leases of rights of way now held by them for the purposes of said aqueduct AND ALSO to make large outlays for improving the processes for making sugar from the cane irrigated by such waters but they do not regard such large expenditures as justifiable unless assured of the renewal for a second term of twenty years of the rights granted under said Indentures and they have applied to the party of the first part to be secured in such expenditures and outlay by a grant of such rights for such second term pursuant to the agreement in that behalf contained in said Indenture dated the thirtieth day of September A. D. 1878.

AND WHEREAS such application has been duly considered and deliberated upon by the King and His Ministry in Cabinet Council assembled and the franchise asked to be removed to the said parties of the second part on the terms and conditions hereinafter named is by the King and His Ministry in Cabinet Council assembled deemed and considered to be for the benefit of the agricultural interests and the general welfare of the Hawaiian Kingdom, and to comply with the agreement contained in said Indenture of said thirtieth day of September that if at the end of the terms of twenty years therein granted the rights in said Indenture granted should be granted to any person or persons corporation or corporations they should be offered to be renewed and contained unlike terms and conditions with those therein named unto the said parties of the second part therein named their successors representatives and assigns for a further term of twenty years and that by said agreement the Hawaiian Government would be precluded from otherwise utilizing the waters and rights hereinafter granted for purposes of irrigation or obtaining public revenue therefrom.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premise and of the covenants promises and undertakings of the parties of the second part hereinafter contained and to be kept and performed by them or their successors or assigns and in further consideration of the annual rental of five hundred dollars to be annually paid in advance to His Excellency the Minister of the Interior for the rights and franchises hereinafter granted he the said Lorrin A. Thurston as Minister of the Department of the Interior of the Kingdom of the Hawaiian Islands by and with the authority of the King in

Cabinet Council assembled and by virtue of the authority by law in him vested doth hereby for himself and his successors in office COVENANT AND GRANT with and to the said Haiku Sugar Company and Paia Plantation and Grove Ranch Plantation Company their successors and assigns that it shall be lawful for them and their agents and servants, and all and every person and persons for the benefit and advantage of them the said parties of the second part and of their respective successors representatives and assigns, from time to time, and at all times, during the term of twenty years, from the thirtieth day of September A. D. 1896 (except as hereinafter provided) to take draw off conduct away and use for their own purposes of irrigation or otherwise, the water in and from those certain streams, and sources of water situate in the District of Hamakualoa in said Island of Maui known as Nailihaele [Nailiilihaele], Kailua, Hoalua, Huelo, Halawa [Holawa] and Honopou and to conduct and cause said water to flow through any water course from the said streams or sources of water on any part or portion thereof, and over any and all lands of the Hawaiian Government situate in said Island of Maui (except as hereinafter provided) over which it may be for the convenience or interest of the said parties of the second part, their successors representatives and assigns to conduct or cause said water to flow for their uses and purposes as aforesaid, and to enter into and upon and pass and repass, and dig up said lands, and any part thereof, in order to construct, maintain, repair, replace and keep in order, and use such water course, and to do all such acts in and upon said stream and sources of water and lands as shall or may be necessary in order of convey and use, the water of said streams and sources of water.

PROVIDED NEVERTHELESS, and the continuance of the rights hereinbefore granted is upon this condition that existing rights of present tenants of said lands, or occupiers along said streams shall in no wise be lessened or affected injuriously by reason of anything hereinbefore granted or covenanted and that the said parties of the second part their successors, representatives and assigns shall pay unto the said party of the first part and his successors the sum of five hundred dollars during each and every year in which they shall use the said water as aforesaid by authority of those presents, which said sum shall be payable in advance on the first day of October in each of said years and also reserving and excepting unto the said party of the first part and his successors, the right to conduct water or to grant to any other person or persons, corporation or corporations, the right to conduct water from said streams and sources of water or from any other streams or sources of water, over said lands, in such manner and to such extent only as shall not diminish or interfere with the supply or use of the water as hereinbefore granted and secured to the said parties of the second part, or impair or render less useful to said parties of the second part their successors representatives or assigns the use and enjoyment of said water course and water.

And the said parties of the second part for themselves and their respective successors representatives and assigns, covenant with the said party of the first part and his successors that they will pay said sum of five hundred dollars annually as aforesaid and that in constructing maintaining or replacing said watercourse they will do no unnecessary damages to said lands.

IN WITNESS WHEREOF the said Lorrin A. Thurston as Minister of the Interior party of the first part and the said Haiku Sugar Company and Paia Plantation and Grove Ranch Plantation Company by their respective Presidents and Secretaries parties of the second part have hereunto set their respective parties of the second part have hereunto set their

respective hands and seals the day and year first above named. [HSA, Interior Department Box 55 – Water Maui & Molokai; Folder June 1888-1900]

August 10, 1893
J.A. King, Minister of the Interior;
to Haiku Sugar Company and Paia Plantation Company
(Extension of Lease - from the 30th of Sept. 1893, to the 30th of Sept. 1916)

An Indenture made this 10th day of August, A.D. 1893, by and between His Excellency, James A. King, Minister of the Interior of the Hawaiian Islands, acting with the advice and consent of the Executive Council of the Provisional Government of said Islands, of the first part, and The Haiku Sugar Company and the Paia Plantation Company, Corporations established and existing under and by virtue of the laws of the said Islands, of the second part;

Whereas said parties of the second part hold a certain grant of the right to take water for purposes of irrigation from certain streams on the Island of Maui, and the right of way across certain Government Lands for a ditch to convey such water, which said grant is contained in an Indenture made by and between W.L. Moehonua, Minister of the Interior, acting with the consent of the King in Cabinet Council, of the first part, and the Haiku Sugar Company, James M. Alexander, Alexander and Baldwin and T.H. Hobron, of the second part, dated Sept. 30th, 1876, of record in the Hawaiian Registry of Deeds in Lib. 49, Fols. 167-172, which said grant is for the term of twenty years;

And Whereas said Indenture was, on the 7th day of Oct. 1878, modified by agreement of the parties, of record in said Registry in Lib. 57, Fols. 343-345, the parties of the second part, then associated under the name of the Hamakua Ditch Company, on consideration of the waiver by the party of the first part of the right reserved to purchase said ditch and appurtenances, agreeing to pay the sum of Five hundred Dollars (\$500.00) per annum rental;

And Whereas the Paia Plantation Co. has acquired all of the rights of said James M. Alexander, Alexander and Baldwin, and T.H. Hobron in said Indenture;

And Whereas said indenture contains a covenant for renewal for a further term of twenty years, provided the rights therein granted should be granted to any person or corporation;

And Whereas the parties of the second part have applied for an extension of said agreement and a renewal and continuance of the privileges therein named for the further period of twenty years as provided by terms thereof;

And Whereas the streams of water therein named are not available for public use, and the government can only render them productive by leasing to others, and the parties have agreed upon the rent below named;

Now Therefore This Indenture Witnesseth:

That the party of the first part, acting on behalf of the Hawaiian Government, by and with the advice and consent of the Executive Council, in consideration of the covenants below contained on the part of the party of the second part, and in pursuance of the authority in

him vested by law, and of the obligations imposed upon him by said Indenture, doth extend the term of said Indenture first above named, being the same dated Sept. 30th, 1876 of records in said Registry in Lib. 49 Fols. 167-172 and doth renew and continue all the rights and privileges granted in the same unto the parties of the second part, their successors and assigns, for their use and benefit, for the further period of twenty years, to wit: from Sept. 30th, 1896 to Sept. 30th, 1916, upon same terms and conditions as set forth in said Indenture, except as modified by said agreement of Oct. 7th, 1878, and as below modified.

And the parties of the second part in consideration aforesaid do hereby agree to pay the party of the first part and his successors in office, the sum of Five Thousand dollars (\$5000) per annum, in full compensation for the rights and privileges aforesaid from the 30th of Sept. 1893, to the 30th of Sept. 1916... [Bureau of Conveyances, Liber 144:108-110]

Honolulu, July 25, 1898.
Senator Hocking; to J. F. Brown Esq., Agent of Public Lands
(Development of the Nahiku Sugar Mill)

...Mr. H. P. Baldwin, Mr. W. F. Pogue and myself have entered into a preliminary agreement to erect a sugar mill at Nahiku, Island of Maui, for the purpose of manufacturing sugar from cane grown and furnished by parties who have taken up government lands at Nahiku, Island of Maui, and also to pipe and ditch water along the heads of said lands, providing we can acquire the right from the Government to do so. Therefore providing the Company be incorporated under the law of Hawaii, will you grant it a license to use the water on said lands for the above named purpose, providing it be used for the benefit of all parties owning land in said tract, and depriving no person of their rights to water, we would necessarily like the privilege for a long term of years if you should decide to grant this license will you please state the terms... [HSA, F.O. & Ex, Public Lands Commission – 1898]

July 25, 1898
Haiku Sugar Company, Hamakuapoko
H.P. Baldwin; to S. B. Dole, President
(Nahiku Homestead and Plantation Water Development – Water running to “Waste”)

...Senator Hocking writes me that he has made application of the Minister of Interior on behalf of the homestead people of Nahiku, Maui, and a Sugar Mill Co. it is proposed to start there. For certain water streams that run through the homestead lots, said water to be used by the homestead people for irrigation purposes and by the Mill Co. for fluming cane and general mill purposes.

The streams Mr. Hocking refers to run through the Nahiku land and have from time immemorial run to waste into the sea. There is one large stream the (the Hanawi) and several small ones.

It is proposed that the water be ditched out by the homesteads and the proposed Mill Co. jointly. The Homesteads on the lower lands will require water for irrigating cane and the Mill Co. will need it principally for fluming purposes.

The water belongs to the Nahiku land, and it seems to me their leave should be granted for its use on this land... [HSA, F.O. & Ex, Public Lands Commission – 1898]

July 29, 1898.
J.F. Brown, Agent, Public Lands; to S. B. Dole Esq., President
(Nahiku – “no person be deprived of their rights to water”)

...I enclose herewith an application of W. Hocking in the matter of a license to take water from a certain tract in Hana and Koolau, Maui.

The tracts from which it is proposed to take such water, is that tract lying on the mountain side above the lots laid out and known as the Nahiku tract. The Commissioners of Public Lands at meeting of July 25th considered this matter and resolved to recommend to the Executive that a License for the purpose of using the water on said tract be granted to the proposed Company to be incorporated, for the rental of \$500 per year and with the proviso that such water shall be used for the benefit of all parties holding land in said Nahiku tract and that no person be deprived of their rights to water which might exist in the absence of such license.

The applicant asks for a license for a “long term of years” but the Commissioners do not understand that they could grant a longer term than the limit of 21 years prescribed in Land Act for general leases.

It is not clear to the Commissioners whether such license may be issued directly or must be made at auction.

They would be glad to have an expression of opinion on this point from the Executive Council... [HSA, F.O. & Ex, Public Lands Commission – 1898]

August 2, 1898
Land License No. 520-B
Public Lands Commission;
to H. P. Baldwin, W. F. Pogue and A. Hocking
(Nahiku Sugar Co. Right License)

By this LAND LICENSE issued this 2nd day of August, 1898, H. P. Baldwin, W. F. Pogue and A. Hocking all of the Island of Maui, Hawaiian Islands, on behalf of the proposed Nahiku Sugar Co. are authorized and empowered to enter upon that tract of Government land in the District of Koolau, Maui, lying above and adjoining the lands comprising the “Nahiku tract” as shown on Public lands Map No. 20, and extending from the line of lease No. 492 to the Hana Plantation Co., to , and including the Puakea stream between the lands of Kapaula and Puakea, and to take and use any water belonging to the Government lands within such tract, and to construct dams, ditches and flumes or other structures necessary for the utilization of such water for the term of thirty years from date on the following terms and conditions:

The rental to be paid under this License shall be the sum of \$500.00 per year, payable semi-annually in advance for the first ten years of the term and \$1000.00 per year payable semiannually in advance for the remaining years of the term.

The water from this tract shall be used for the general benefit of the owners and occupiers of lands within the Nahiku tract of Public Lands Map No. 20, for irrigation and domestic purposes, and for cane fluming and general Mill and Plantation purposes, and no person or

persons shall be deprived of the use of any water to which they would have been entitled in the absence of this License.

The right as regards the use of the land to be occupied under this license, is limited to such operations as are required for ditching, building dams, flumes and for the utilization and conveyance of water, no rights of taking timber except for construction of such dams, flumes and c, and no rights of using the said tract for other purposes being granted.

At the expiration of the term of this license all flumes, pipes and improvements for conducting said water shall remain upon said land and shall revert to the Government.

The said H. P. Baldwin, W. F. Pogue and A. Hocking on behalf of the proposed Nahiku Sugar Co. hereby accept and confirm all the stipulations and conditions of this License and further agree that upon a violation of any of such conditions and stipulations, the said License and all rights and privileges thereunder may be terminated at the discretion of the grantors of their successors in Office.

This License shall take effect and be of full force upon the incorporation of the Nahiku Sugar Co. under the laws at such date in force in the Hawaiian Islands.

In witness whereof we have hereto set our hands and seals as of the year and day first above written.

(signed) J.A. King
Frank S. Dodge
J. F. Brown,
Commissioners of Public Lands
(signed)H. P. Baldwin
W. F. Pogue
A Hocking...

(Attachment)

Public Lands Office,
June 13th, 1902.

Know all men by these presents that permission is hereby granted by the undersigned, Commissioner of Public Lands, of the Territory of Hawaii, to H. P. Baldwin, W. F. Pogue and A. Hocking, on behalf of the Nahiku Sugar Co. Limited, holder of a certain Land License issued to the said H. P. Baldwin, W. F. Pogue and A. Hocking on behalf of the said Company, dated August 2nd, 1898, to assign to the Hana Plantation Company, all their right, title and interest in said Land License, and subject to all stipulations and conditions thereof.

And this permission is further conditioned that the Hana Plantation Co. will use every endeavor to protect and encourage the present forest growth and under-brush that is or may hereafter grow upon the said land as described in said Land License, and will not permit any livestock to run at large on said premises, to build and maintain at their own expense such fences as may be necessary to prevent such live-stock from trespassing upon said land, of the necessity of which the Commissioner of Public Lands shall be sole Judge; and also will not suffer to be made any fires on said land which will injure the forest thereon.

This is on the express condition that no other or further transfer of interest under said Land License shall be made without the written consent of the Commissioner of Public Lands being first obtained.

EDWARD S. BOYD, Commissioner of Public Lands...
[HSA, F.O. & Ex, Public Lands Commission]

August 31, 1898
Statement of Leases of Public Lands
Under the Control of Commissioners of Public Lands

...Island of Maui, Public Lands

Hamakuapoko District

Makawao 4,549 Acres.
Wood Land. Lease
Nos 188 & 221
Annual Rental \$450 & \$25.
Epiration Jan. 1st, 1905.

Hamakualoa District

23,803 Acres
Annual Rental \$3935.

Lease No. 475. Annual Rental, \$5000.00 Lease of Water Rights Only
Expiration: Sept. 30th, 1916

Lease No. 207B. Annual Rental, \$500.00 Lease of Water Rights Only
Expiration: July 8th, 1908

Koolau District

Water Rights under above leases.

...Island of Maui, Crown Lands

Koolau District.

Honomanu.
3,260 Acres
Number of Leases: 52
Expiration, July 1908.
Annual Rental %500.
Remarks: Deep Valley. Valuable for its water rights... [Hawaii State Archives, F. O. & Ex. Public Lands Commission]

February 21, 1902
W.L. Hardy; to S.B. Dole, Governor
(Petition Against sale of Nahiku Lands to Highest Bidder)

...Enclosed herewith is a petition addressed to yourself, and signed by a majority of the "homesteaders" now residing at Nahiku, Maui, praying that you use your authority to stop the proposed sale at public auction of the lease of certain pieces of Government in the district of Koolau, Island of Maui, to the highest bidder.

Your petitioners are in a position to know that the enlightened Homestead policy inaugurated by you in the days of the "Republic of Hawaii," and faithfully encouraged and adhered to ever since, will receive a serious set-back in its aspirations in this district, as will plantations and many small holdings if the lease is sold as applied for.

The party making the application for the lease has property holdings, or at least controls holdings at Nahiku which make it impracticable for others to compete in the bidding and so the apparently fair application will virtually be a walkover as far as beneficial results to the Government is concerned and are impoverishing of the district in many respects and in no long time forcing it under monopolistic control.

We thank you heartily for withdrawing lot # 3 from sale but unless lot # 2 is also withdrawn the cinch will also remain and our hands remain tied and we will be forced to struggle at great disadvantage.

Plantation and Homestead interests should be mutual and the former forced when seeking privileges to consider the latter...

(Attachment — received Feb. 24, 1902)
Petition W.L. Hardy et. al: to S.B. Dole, Governor, Territory of Hawaii
(Petition Against sale of Nahiku Lands to Highest Bidder)

...WHEREAS, we, the undersigned owners and occupiers of the "Nahiku Lots", have at great expense and much hard-ship undertaken to develop this previously uncultivated tract and to make homes for ourselves; and

WHEREAS, it is the intention of the Commissioner of Public Lands, as advertised in the newspapers, to sell at public auction the lease of all the government lands adjoining these lots, from seashore to the top of the mountain, thereby giving to the highest bidder the control of all the water which should belong to this district; and

WHEREAS, we, the undersigned not being financially able to compete with corporations which can bed large amounts for this land, are in great fear that the water flowing thereon and through the "Nahiku Lots" will be diverted and taken to some other district; now THEREFORE, we, the undersigned, hereby petition The Honorable, The Governor of the Territory of Hawaii, to take such steps as are necessary to prevent this sale and to preserve for us water which is so vital to the development of our property... [HSA, Gov-1; Dole, Public Lands]

February 26, 1902
General Lease No. 538
Commissioner of Public Lands on behalf of the
Government of the Territory of Hawaii; to H.P. Baldwin
(Lease of Forest Lands and Water Rights from Wailua Iki to Haiku)

This Indenture, made this 26th day of February A.D. 1902, between the Commissioner of Public, for and on behalf of the Government of the Territory of Hawaii, of the first part, hereinafter called the Lessor, and H.P. Baldwin of Haiku, Island of Maui, said Territory, of the second part, hereinafter called the Lessee.

Witnesseth:- That for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part and on behalf of the said Lessee, his executors, administrators and permitted assigns, to be paid, kept and performed, he, the said Lessor, by virtue of the authority in him vested by law, has demised, and by these presents does *hereby demise and lease unto the said Lessee, his executors, administrators and assigns, all that certain tract or parcel of forest land in possession of the Government of the Territory of Hawaii, situate in the District of Koolau, on the Island of Maui, Territory aforesaid, extending from the Western brink of gulch of Wailua-iki (said gulch of Wailua-iki being the next gulch westward of the gulch that bounds the Western side of Grant 1164 in Kaliae) to the Western brink of gulch between the lands of Kapaula and Puakea (or Paakea), said gulch being also named "Waiaka" gulch on Public Lands Map No. 20 of Nahiku, this tract extending from the Ocean to the boundary of Haiku above, and being shown in plan herewith as Tract Number Two. [Figure 36]*

Area 6,500 acres, more or less; excepting there from a portion of the land of Keanae, being the "Keanae flat", lying makai of the present public road, bounded on the north and east by the sea, on the west by the sea and the foot of the bluff that forms the natural boundary of this flat.

To have and to hold, all and singular the said premises above mentioned and described, together with all rights, privileges and appurtenances thereto belonging or in anywise appertaining (subject, however, to all vested interest in water of land-owners in Keanae and Wailuanui and of all other third parties) unto the said Lessee, his executors, administrators and assigns, for and during the term of twenty-one (21) years from the date hereof...

And said Lessee, does hereby for himself and his executors, administrators and assigns, covenant with said Lessor and his successors in office, that and *they will not do or commit or permit or suffer to be done or committed any waste, spoil or destruction in and upon the demised premises. Or any part thereof, or cut down or permit to be cut down any trees, or cut or clear or permit to be cut or cleared any forest or undergrowth, now growing or being, or which shall hereafter grow or be, in and upon the above described premises, except for the purpose of fencing said land, or for domestic purposes of the Lessee, his agents, executors, administrators and assigns, residing on said premises, or for the development, storage, transportation or other utilization of the water which is thereon; and will not make or suffer to be made any fires on said land which will injure the forest thereon, and will use every endeavor to protect and encourage the growth of forest and underbrush now upon said land, and renew the same in places where it is absent or shall appear to be in process*

of diminution; and will not permit any live-stock to run at large on said land, and, at his and their own cost and expense, within a reasonable time after the date hereof, shall build and maintain a fence on the upper side of the old Government road, along its entire length, to prevent stock from trespassing on said land; and will not interfere with the vested interests in water of land-owners in Keanae or Wailuanui or of other third parties, and will, at the end or other sooner determination of this lease, peaceable and quietly yield up unto the Lessor or his successors in office, all and singular the premises hereby demised, with all erections, buildings, flumes and improvements of whatever name or nature, now on or which may hereafter during said term be put, set up, erected, laid or placed upon the same, in as good order and condition in all respects (reasonable use and wear thereof expected) as the same are at present or may hereafter be put by Lessee, his executors, administrators or assigns.

And also, that the Lessee shall furnish from the water obtained from the land hereby demised, at such points of the ditches, flumes and reservoirs used for the conveyance or storage of such water, as shall be reasonably convenient to the applicants, water to Government Homesteader applying therefore for domestic use or irrigation upon their respective homesteads, at such rates as shall be approved by the Commissioner of Public Lands...

The word "Homesteaders" in this instrument shall be construed to mean all persons or their heirs or assigns holding land taken out of existing public lands along the line of such ditches, flumes and reservoirs, under "An Act to Facilitate the Acquiring and Settlement of Homesteaders." Enacted in the year 1884, and its amendments, and homestead leases, rights of purchase leases, freehold agreements, and special agreements of sale under the Land Act of 1895 and its amendments... [in Collection of the State Land Division – General Lease No. 538 Packet]

February 26, 1902
General Lease No. 539
Commissioner of Public Lands on behalf of the Government
of the Territory of Hawaii; to H.P. Baldwin
(Lease of Forest Lands and Water Rights from Honomanu to Haiku)

This Indenture, made this 26th day of February A.D. 1902, between the Commissioner of Publis [sic], for and on behalf of the Government of the Territory of Hawaii, of the first part, hereinafter called the Lessor, and H.P. Baldwin of Haiku, Island of Maui, said Territory, of the second part, hereinafter called the Lessee.

Witnesseth:- That for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part and on behalf of the said Lessee, his executors, administrators and permitted assigns, to be paid, kept and performed, he, the said Lessor, by virtue of the authority in him vested by law, has demised, and by these presents *does hereby demise and lease unto the said Lessee, his executors, administrators and assigns, all that certain tract or parcel of forest land in possession of the Government of the Territory of Hawaii, situate in the District of Koolau, on the Island of Maui, Territory aforesaid, extending from the Eastern boundary of the Ahupuaa of Honomanu to the Western brink of the Gulch of Wailua-iki (said gulch of Wailua-iki being the next gulch Westward of the gulch that bounds the Western side of Grant #1164 in Kaliae) and from the Ocean to the boundary of Haiku above, as shown in plan hereto attached as Tract Number One. Containing an area of 12,500 acres, more or less; excepting there from a portion of the*

land of Keanae, being the "Keanae flat" lying makai of the present public road, bounded on the north and east by the sea, on the west by the sea and the foot of the bluff that forms the natural boundary of this flat... [see Figure 36, above]

Conditions and Requirements of the General Lease as stated in General Lease No. 538 — in Collection of the State Land Division – General Lease No. 539 Packet.

June 19, 1908
East Maui Irrigation Company Agreement
(Incorporation of East Maui Irrigation Company)

East Maui Irrigation Company, Ltd. (EMI) was incorporated through an Agreement between Hawaiian Commercial & Sugar Co., Haiku Sugar Co., Paia Plantation, "Five Corporations" and Maui Agricultural Co. The agreement formed EMI, and leased all ditches, water rights and casements, etc. East of the west boundary of the Ahupuaa of Opana, excepting as to Kaluanui Ditch to EMI. The Articles of Association of East Maui Irrigation Co. Ltd., dated June 23, 1908 [EMI Collection – Packets 2 & 4].

1913
Department of the Interior United States Geological Survey
George Otis Smith, Director
Water-Supply Paper 318 – Water Resources of Hawaii, 1909-1911
Prepared under the Direction of M.O. Leighton;
by W.F. Martin and C.H. Pierce³² (Island of Maui)

General Features

Maui has an area of 728 square miles and is the second largest island in the group. Its greatest length is about 47 miles from northwest to southeast. The greatest width across East Maui is about 25 miles, and the least width across the isthmus is 6 or 7 miles... [p. 197]

...East Maui is one of the younger mountains of the group. Its crater, Haleakala, at the summit, 10,000 feet above sea level, is the largest extinct crater in the world, and is as well preserved as if its fires were extinguished but yesterday. The crater is 20 miles in circumference and 2,000 feet deep, and contains many cinder cones, some of which rise 700 feet above its floor. There are two great gaps in the rim of the crater, Koolau at the north and Kaupo at the southeast, through which later lava flows poured into the sea at Keanae and Kaupo, respectively. Although there seems to be no record of the date, it is probable that the last flow took place through the Kaupo Gap only a few hundred years ago.

From the rim of the crater the slope is uniform in all directions, being steepest on the south. Erosion has not yet produced any of the knife-edge ridges and deep gorges that are so numerous on West Maui. *Keanae Valley, on the northeastern slope, is the most prominent topographic feature, but it probably originated in a faulting rupture. Honomanu Gulch attains the proportions of a canyon for a short distance back from the sea, and next to Keanae is the most prominent of the East Maui gulches.*

³² Readers please note: the following narratives include verbatim excerpts pertaining to key descriptions of the East Maui Ditch Country" and components of the system. The texts include detailed tables and lengthy narratives, and should be reviewed for additional documentation.

Halehaku and Maliko are also long deep gulches on the northern slope of East Maui.

The western and southern slopes are practically devoid of deep gulches. All the permanent streams are on the northeastern and southeastern slopes.

The shore line of Maui is fairly regular, there being no prominent points or capes. Cliffs exist on the northeastern coast, but they are not very high. Maalaea, on the south side of the isthmus, is the largest bay. Hana is a small bay at the east end. The only harbor is Kahului, on the north side of the isthmus. Considerable coral exists along the west coast of West Maui and around Kahului Harbor on the north coast.

The rainfall varies greatly in different parts of Maui. On the west and south coasts it ranges from 20 to 30 inches annually and semiarid conditions prevail. On the northeast coast the rainfall is heavy, ranging from 100 to 300 inches or more on East Maui and from 150 to 200 or 300 inches in the mountains of West Maui.

The forest cover is confined almost entirely to the northeastern slope of East Maui and the higher mountains of West Maui. Very little vegetation exists on the western and southern slopes of West Maui except at the higher elevations.

Streams are numerous on the northeastern and southeastern slopes of East Maui. The largest and most constant streams, however, are on West Maui. Practically all the streams are used to irrigate [p. 198] cane and taro. The cane belt is on the western and eastern sides of West Maui, the northwestern and southeastern sides of East Maui, and on the isthmus. Taro is grown in some of the valleys, and a small quantity of rice is also grown. Both taro and rice require irrigation.

Good roads exist on central Maui, along the western and southern coasts of West Maui, along the northern coast of East Maui as far as Kailua, and along the southeastern coast. Around the other parts of the island there is only a horse trail... [p. 199]

East Maui The Ditch Country

The northeastern coast of East Maui is known locally as the "ditch country" on account of the large ditches which extend into this region from the west. These ditches have been built at different levels and at various times since 1879, all being extended eastward into the water-bearing regions. They form a regular system which takes water from all the streams west of Nahiku, the total number of streams intercepted being more than 40. West of Halehaku Stream there are six ditches, including the Kula pipe line which has recently been constructed at 4,000 feet elevation for domestic supply. West of Puohakamoa Stream there are four main ditches, one of which starts from the Makapipi Stream near Nahiku.

This region has been opened largely through the construction of these ditch systems. From Kailua near the center of the region to Nahiku at the east it is impossible to travel except on horseback or afoot, and then only along ditch trails for a greater part of the distance. The trip through this region is one of the most interesting in the group, with its numerous gulches and waterfalls and frequent glimpses of the blue sea a mile or two distant and from 1,000 to 1,500 feet below. The rainfall is exceedingly heavy in this region, ranging from 100 to 300 inches.

On account of the complicated system of diversions and impossibility of travel except along the ditches, all water-supply investigations in this region have been made along the ditch levels. It has also been necessary to depend on the ditch tenders for gauge observers, and this limits the range that can be reached, as their other duties will not permit them to depart far from the ditch trail.

All the stations are considered in order along the ditches from east to west.

Although the present system of ditches takes practically the entire water supply of this region at times when the streams are low, yet it is safe to say that but a fractional part of the total run-off is conserved and put to beneficial use owing to the lack of storage capacity. Streams which have a flow of but a few second-feet ordinarily may become raging torrents with a discharge of several thousand second-feet at times of heavy rainfall. The streams subside quickly when the rain ceases, but the periods of heavy rainfall are so frequent that a much greater supply of water than that now utilized might be had if sufficient storage capacity could be provided near the points of diversion. [p. 259]

Koolau Ditch Region General Features

By the Koolau ditch region is meant that section of the northeast slope of East Maui from Keanae eastward to Nahiku.

Koolau ditch heads in Makapipi Stream above Nahiku and intercepts the water of all streams westward to Keanae inclusive. West of Keanae this ditch runs through an almost continuous tunnel and is not supposed to pick up any water east of Alo division weir. The principal streams contributing water to this ditch are Makapipi, Hanawi, Kapaula, Waiaaka, Paakea, Wiaohue [sic], Kopiliula, East and West Wailuaiki, Wailuanui, and the various branches of Keanae Stream. All these streams rise in a region where the rainfall is from 200 to 300 inches. Water in excess of what the ditch can carry passes on down to the sea.

Koolau Ditch Near Keanae, Maui.

A staff gauge was installed in Koolau ditch above Keanae shortly after its completion in 1904. Since that time readings have been made twice daily and the records kept in the office of the Maui Agricultural Co. The gauge is graduated in inches and is placed on the left or mauka side of the ditch at an open section which appears to be permanent.

The Geological Survey has made a rating of the section by current meter measurements from which the daily discharge has been computed by means of the gauge-height records furnished by the Maui Agricultural Co. The gauge-height readings for this period were made under the immediate supervision of George Tripp. The discharge at this station shows the amount of water collected by the Koolau ditch from streams east of this point. This water is carried through tunnels to the Alo division weir several miles farther east without being augmented by inflow from other streams... [p. 260 – Table and Ditch features cited in text]

Spreckels Ditch Region General Features

The Spreckels ditch region embraces that section of the ditch country west of Keanae and east of Kailua. Spreckels ditch heads in Nuaailua Stream at an elevation somewhat less than 2,000 feet, and intercepts all streams westward to Naililihale Stream. This ditch is one of the early ditches built in the islands and consists of a series of ditches which take out water from one stream, carry it across the ridge, and drop it into another stream, to be picked up in a similar manner lower down. This ditch is really an extension of the Haiku ditch. It intercepts water from the following streams: Nuaailua, Honomanu, Ulawina [sic], Kolea Nos. 1, 2, and 3, Haipuaena, Puohakamoa, Alo, Waikamoi, Kolea, Punaluu, and Oopuola.

The largest streams contributing water to this ditch are Honomanu, Haipuaena, and Puohakamoa, which rise on the northern slope of Haleakala at a distance of 6 or 8 miles from the sea.

Haipuaena Stream Near Huelo, Maui

Haipuaena is one of the large streams intercepted by the East Maui ditches. It is just east of Puohakamoa Stream and is west of Honomanu. It rises well up on the mountain side and its flow is fairly good at all times... [p. 268 – Table and Ditch features cited in text]

Puohakamoa Stream Near Huelo, Maui

Puohakamoa Stream is one of the largest streams intercepted by the East Maui ditches. It is east of Waikamoi and west of Haipuaena streams and reaches high up on the slope of Haleakala... [p. 271 – Table and Ditch features cited in text]

Alo Stream Near Huelo, Maui

Alo Stream is one of the small streams intercepted by the East Maui ditches. It is tributary to Waikamoi Stream from the east a short distance below the Alo Division weir. Spreckels ditch enters this stream a short distance above the weir and about 50 feet below the trail bridge crossing... [p. 274 – Table and Ditch features cited in text]

Waikamoi Stream Near Huelo, Maui

Waikamoi is one of the fairly large streams intercepted by the East Maui ditches. It is the first large stream west of Puohakamoa... [p. 276 – Table and Ditch features cited in text]

Oopuola Stream Near Huelo, Maui

Oopuola Stream is a small stream west of Waikamoi and East of Naililihale. Its water is intercepted by Spreckels and Center Ditches... [p. 278 – Table and Ditch features cited in text]

Spreckels Ditch at Station No. 1, Near Huelo, Maui

Spreckels ditch heads in the Nuaailua Stream east of Honomanu Stream. Eight gauging stations have been placed on this ditch between its source and the reservoir near Kailua.

Station No. 1, which is at the trail crossing of Ulawina [sic] Stream, was established December 18, 1910... [p. 281 – Table and Ditch features cited in text]

Spreckels Ditch at Station No. 2, Near Huelo, Maui

Station No. 2 on Spreckels ditch is 75 feet east of Kolea Stream No. 2 and about 7 ½ miles by trail southeast of Kailua (Huelo post office). It was established November 6, 1911... [p. 284 – Table and Ditch features cited in text]

Spreckels Ditch at Station No. 3, Near Huelo, Maui
Station No. 3 on Spreckels ditch, which is about 300 feet east of Haipuaena Stream and about 6 ¼ miles by trail southeast of Kailua (Huelo post office), was established December 18, 1910... [p. 285 – Table and Ditch features cited in text]

Spreckels Ditch at Station No. 4, Near Huelo, Maui [Maui]
Station No. 4 on Spreckels ditch was established December 18, 1910. It is about 300 feet below the trail crossing and ditch intake at Haipuaena Stream, and about 6 ¼ miles southeast of Kailua (Huelo post office). A staff gage, graduated into tenths of feet, is fastened to the right bank. Measurements are made from a log across the ditch about 125 feet above the gauge... [p. 287 – Table and Ditch features cited in text]

Spreckels Ditch at Station No. 5, Near Huelo, Maui
Station No. 5 on Spreckels ditch is about 150 feet above the ditchman's house at Alo division weir and about 5 miles by trail southeast of Kailua (Huelo post office). The station was established November 6, 1911... [p. 290 – Table and Ditch features cited in text]

Spreckels Ditch at Station No. 6, Near Huelo, Maui
Station No. 6 on Spreckels ditch is about 115 feet below the intake of Kolea Stream west of Waikamoi, and about 4 miles by trail from Kailua (Huelo post office)... Between this station and Station No. 5, Spreckels ditch receives the combined flow of Alo, Waikamoi, and Kolea streams at low and medium stage, and also one-third of the water of Koolau ditch, which enters the Spreckels ditch below the Alo division weir... [p. 291 – Table and Ditch features cited in text]

Spreckels Ditch at Station No. 7, Near Huelo, Maui
Station No. 7 on Spreckels ditch is located about 40 feet below the lower portal of the first tunnel west of Oopuola Stream and about 1 ¼ miles east of Kailua (Huelo post office). It was established November 6, 1911... Between this station and station No. 6 Spreckels ditch receives the combined flow of Pohakuhame [Pohakuhonu], Punaluu, Kaaiea, Makanale, and Oopuola streams at low and medium stages. Water may be turned out of the ditch at Oopuola Stream when so desired and picked up again by Center ditch at a lower elevation... [p. 292 – Table and Ditch features cited in text]

Spreckels Ditch at Station No. 8, Near Huelo, Maui
Station No. 8 on Spreckels ditch was established November 8, 1911, about 275 feet above the weir outlet into the Papaaea reservoir 1 mile east of Kailua (Huelo post office)... [p. 293 – Table and Ditch features cited in text]

Center Ditch Region

Center Ditch Near Huelo, Maui
Center ditch region includes that part of the ditch country of East Maui below Spreckels ditch east of Nailiilihaele Stream and west of Honomanu.

Center ditch is an extension of Lowrie ditch east of Nailiilihaele Stream. It takes up water from the streams which originate below or pass Spreckels ditch.

A staff gauge, graduated in inches, is used by the Hawaiian Commercials & Sugar Co. to obtain the daily stage of the ditch. This gage is located near the ditchman's house, about 3 miles by trail from Kailua (Huelo Post office). It is between Kolea and Punaluu Streams... [p. 294 – Table and Ditch features cited in text]

Hamakua Ditch Region General Features

The Hamakua ditch region includes that part of the ditch country of East Maui west of Nailiilihaele Stream. Five ditches at different levels are used to convey the water from this region to the cane fields on the isthmus of Maui. In order of elevation they are Haiku, Lowrie, Old Hamakua, New Hamakua, and Kaluanui ditches. They cross about 20 gulches east of Maliko, all of which have more or less water at all times and large quantities after storms.

The Hamakua ditch proper begins at Nailiilihaele Stream. From the Alo division weir to the Nailiilihaele two-thirds of the water from the Koolau ditch is carried by the Hamakua ditch extension. No water is taken into this ditch between these two points. The old Hamakua ditch, built by H. P. Baldwin and Sam Alexander in 1876-78, started from the main branch of the Nailiilihaele at a much higher elevation than the present intake of the new Hamakua ditch. It was of irregular grade, dropping into gulches and taking out again farther down, finally delivering the water to the lands of the Haiku Sugar Co. and the Paia Plantation at an elevation of 850 feet. The total length of the ditch was 34 miles and its capacity 40 second-feet.

The new Hamakua ditch, starting at an elevation of 1,190 feet, has a regular grade of 5 feet to the mile and a length of 16 miles. Its maximum capacity is 120 second-feet. The two ditches cross in Hoolawanui Stream, just east of Lupi.

All of the measurements made in this region have been made near the trails which follow these two ditches.

Nailiilihaele Stream Near Huelo, Maui

Nailiilihaele is one of the largest of the streams supplying water to the East Maui ditches. It rises far up on the northern slope of Haleakala, where the rainfall is heavy. The total flow of the stream at low stages is taken by the new Hamakua ditch; at higher stages water passes down the stream to the Lowrie and Haiku ditches below.

The gauging station was established on Nailiilihaele Stream just above the crossing of new Hamakua ditch, about 1 ½ miles south of Kailua (Huelo post office), December 9, 1910. A staff gauge, graduated in tenths of feet and consisting of two parts, is fastened to the right bank about 12 feet above the ditch. Only wading measurements have been made. The discharge at this point gives the total flow of the stream above all diversions.

A large tributary from the west joins the main Nailiilihaele Stream about half a mile above the gauging station... [p. 298 – Table and Ditch features cited in text]

Kailua Stream Near Huelo, Maui

Kailua Stream, which is just west of Nailiilihaele Stream, is one of the large streams supplying the East Maui ditches. Its principal tributary is Oanui Stream, which enters it from the west just below the new Hamakua ditch. The total flow of Kailua Stream at low stages is

taken by the new Hamakua ditch; at higher stages water passes down to the Lowrie and Haiku ditches below... [p. 301 – Table and Ditch features cited in text]

Oanui [Ohanui] Stream Near Huelo, Maui

Oanui Stream is tributary to Kailua Stream from the west, entering a short distance below the crossing of the new Hamakua ditch... [p. 303 – Table and Ditch features cited in text]

Hoolawaliili Stream Near Huelo, Maui

Hoolawa Stream, which drains the area just west of Huelo Stream and east of Honopou, is one of the important streams supplying the East Maui ditches. It has two principal branches, known as Hoolawaliili and Hoolawanui (small Hoolawa and large Hoolawa)... [p. 306 – Table and Ditch features cited in text]

Honopou Stream Near Huelo, Maui

Honopou Stream is just west of Holawa Stream in the East Maui ditch country. The water of this stream is intercepted by the old and new Hamakua ditches, which take the entire flow at low and medium stages; at higher stages water passes down to the Lowrie and Haiku ditches below... [p. 310 – Table and Ditch features cited in text]

Halehaku Stream Near Huelo, Maui

Halehaku is one of the large gulches on the northern slope of Haleakala crossed by the East Maui ditches. As is often the case in Hawaii, this gulch has various names in different places, and at the crossing of the Government road about 2 miles from the sea it is known as Kakipi. The principal tributary of Halehaku Stream is Opana Stream, which joins it from the west below the old and new Hamakua ditches and above the Lowrie ditch... p. 312 – Table and Ditch features cited in text]

Opana Stream Near Huelo, Maui

Opana Stream is tributary to Halehaku Stream from the west. Its water is intercepted by the Old and New Hamakua ditches.

A gauging station was established on this stream December 13, 1910, at a point about 300 feet below the bridge on the trail crossing, about 150 feet above the ditch siphon, and 7 ½ miles west of Kailua (Huelo post office)... [p. 316 – Table and Ditch features cited in text]

Opana Ditch Near Huelo, Maui

The Opana ditch is a feeder for the New Hamakua ditch. It diverts water from Opana Stream several hundred feet above the bridge on the trail crossing, and at low and medium stages takes the entire flow of the stream... [p. 317 – Table and Ditch features cited in text]

New Hamakua Ditch at Naililihaele Weir, Near Huelo, Maui

New Hamakua ditch heads at the Alo division weir and receives two-thirds of the water delivered by the Koolau ditch at that point. It runs through an almost continuous tunnel from the division weir to Naililihaele Stream without intercepting any water on the way... [p. 318 – Table and Ditch features cited in text]

Kaluanui Ditch at Puuomalei, Near Hamakuapoko, Maui

Kaluanui ditch heads in Opana Stream at an elevation of 2,500 feet. It collects water from several small streams above Puuomalei and finally joins the New Hamakua ditch west of Maliko Gulch... [p. 324 – Table and Ditch features cited in text]

Pumped Water on East Maui

Considerable water is pumped for irrigation on the west end of East Maui and on the isthmus connecting East and West Maui. About 15 pumping stations have been established by the Hawaiian Commercial & Sugar Co. and the Maui Agricultural Co. These pumping stations are only run during parts of the year when there is a shortage in the gravity supply delivered by the ditches... [p. 331 – Table and Ditch features cited in text]... [Martin and Pierce, 1913]

December 10, 1917

Hamakua License

General Lease 974 Water License

Territory of Hawaii; to East Maui Irrigation Co.:

Term: 21 yrs. from date: Expiring December 10, 1938

Recorded: In Land Office

Rental: \$13,500.00 for the first year, payable semi-annually, thereafter (beginning Dec. 10, 1918) annual rental, payable semi-annually for 10-year periods, to be determined by a Board of Appraisers. (Present Rental: \$22,652.00)

Waters and Lands Affected: All of the waters belonging to the Territory flowing in the streams situate in the District of Hamakualoa, Island of Maui, known as:

Nailiilihaele
Kailua
Hoalua
Huelo (Hanehoi ?)
Halawa (Holawa)
Honopou

And all other waters belonging to the Territory arising and flowing upon any of the Govt. lands lying between the land of Papaaeanui on the East and Halehaku on the West, excepting +++++ waters as are held under license issued to Claus Spreckels on July 8, 1878...

Conditions: Right to enter upon Govt. lands (as above) and with the approval of Licensor, develop additional water, with right to construct additional ditches, etc. upon locations as may be approved by the Licensor.

Licensor, may upon two years written notice, withdraw the whole or any part of the water, for reclamation, home-stead, or other public uses and purposes. If a portion of the water is withdrawn, the rental shall be reduced proportionately, such reduction to be determined by three arbitrators.

It is expressly agreed that all waters flowing from the land of Haiku-uka or from any other privately owned lands into any of the streams hereinbefore named or upon any of the

Government lands involved in, or covered in any respect by this license, shall in no way be considered to be granted or covered by this license but shall be considered as excluded therefrom.

License may be cancelled by violation or failure to observe or perform any of the covenants and on 60 days' notice if not remedied, all improvements shall revert to the Territory, except that Licensee shall have the right to transport its own waters over the necessary ditches included in any license or agreement in force at the time.

Licensee may, within 60 days after cancellation or termination, remove any power plants {but not including - buildings}, +++++ together with poles, wires, +++++ and other electrical appliances.

All other improvements revert to the Territory on the expiration of the license. [State Land Division]

1918
Water Supply and Crop Development Since 1894
on Maui Agricultural Co. Lands, Island of Maui
Showing Detailed Costs of Kauhikoa Ditch
(by A.W. Collins)

In 1918, A.W. Collins (Engineer, Maui Agricultural Co.), prepared a detailed historical overview of ditch development in East Maui as a part of a report on the construction of the Kauhikoa Ditch. Collins (1918) reported:

On September 30th, 1876, Haiku Sugar Co., Alexander & Baldwin, James Alexander and T.H. Hobron, under the firm name of Hamakua Ditch Co., obtained a lease from the Hawaiian government to take water from the streams Nailiilihale, Kailua, Huelo, Holawa and Honopou, on the Island of Maui, and the right to construct a ditch to convey this water to the various plantations interested, with the provision, however, that the work would be completed in two years or by September 30th, 1878.

This was the start of the first irrigation project in the Hawaiian Islands—a wonderful undertaking at that time, considering the many difficulties encountered and the lack of any previous experience along this line.

Quoting from Mr. Arthur D. Baldwin's book, "Henry Perrine Baldwin," on this work, gives one a good idea of its magnitude:

The project, the pioneer operation of its kind in the Islands, had been for some time in the minds of Mr. Alexander and Mr. Baldwin. The rain in the Islands is carried by the northeast trade winds and falls on the windward slopes of the mountains, which are too rough for cultivation, being cut by large gorges, down which the water runs back to the sea without benefiting man other than by decorating for him one of the loveliest districts in the world. The plantations were situated on the level tracts of land farther to the southwest, upon which very little rain fell and where in consequence vegetation did not thrive. With that constructive imagination fundamental in successful captains of industry, the partners conceived the idea of carrying this water through tunnel and ditch from the gorges of East Maui to the potentially fertile but dry lands of central Maui. Accordingly,

they commenced negotiations with the government and obtained from it a lease dated September 30th, 1876, by which they were authorized to build an aqueduct to carry certain water to the desired territory, but upon condition that the ditch should be completed by September 30th, 1878.

This lease ran in favor of Haiku Sugar Co. (situated to the northeast of Paia and managed by Mr. Alexander), Alexander & Baldwin Co-partners, James Alexander and T. H. Hobron (private sugar planters), all of whom on November 2, 1876, organized the Hamakua Ditch Company.

The old Haiku plantation record contains the following entry for August 24, 1876 [p. 7]:

Mr. A. said that he had had Mr. J. M. Alexander to survey most of the distance, and that according to their views the undertaking was feasible. The estimate for the cost of the ditch was not over \$25,000 according to his own ideas. He hoped to be able to bring the water into their fields as early as May, 1877, if the grant and water privileges could be obtained from the government.

As it turned out, Mr. Alexander was unduly optimistic, both as to the time for finishing the project and in his estimate of the amount of money which would be needed. In fact, the cost of the ditch was about eighty thousand dollars; and to obtain this sum proved very difficult. It was a new kind of enterprise not then proven successful, and business men timidly shook their heads when it was proposed that they should assist with their capital. In the end Castle & Cooke, agents for the plantations concerned, were persuaded to advance the necessary money, and the work was commenced. Mr. Baldwin then threw himself into the task with his accustomed energy, notwithstanding that he was still so little recovered from his almost fatal accident that during those days in the "ditch country" he was often obliged to ride away into the woods by himself, dismount from his horse and, unseen by the laborers, lie down until rested sufficiently to proceed.

When the ditch builders came to the last great obstacle, the deep gorge of Maliko, it became necessary in connection with the laying of the pipe down and up the sides of the precipices there encountered, for the workman to lower themselves over the cliffs by rope, hand over hand. This at first they absolutely refused to do. The crisis was serious. Mr. Baldwin met it by himself sliding down the rope, using his legs and one arm, with which he alternately gripped and released the rope to take a fresh hold lower down. This was done before his injured arm had healed and with a straight fall of two hundred feet to the rocks below! The work men were so shamed by this exhibition of courage on the part of their one-armed manager, that they did not hesitate to follow him down the rope. To keep the heart in them and to watch the progress of the work Mr. Baldwin day after day went through this dangerous performance.

Before the ditch was completed, a new danger appeared. Claus Spreckels, who exerted a great influence over King Kalakaua, obtained on July 8, 1878, a lease of the waters, including those in the section to be traversed by the Hamakua ditch, "That are not utilized on or before the date of these presents—provided that such grant shall not interfere with prior or vested [p. 8] rights of other parties in and to water of said streams or on government lands."

This lease made it absolutely essential that the work be completed—otherwise the water would go to Mr. Spreckels. Unfortunately, on July 9, 1878—within the time limit, namely, September 30, 1878—Samuel Alexander left on a trip to Europe with his brother William, probably not being aware of the lease to Mr. Spreckels, and it was left to Mr. Baldwin, without the help of his partner and without assistance from any trained engineer, to carry the task to completion before his rights be forfeited.

Mr. Langford, who superintended the work, was, in fact, a carpenter by trade and consulted with Mr. Baldwin about all details, while the overseers (selected from a band of shipwrecked sailors) and the laborers were quite inexperienced in the kind of work required... The wonderful results obtained throughout the Islands by means of irrigation stand today as a fitting tribute to the ability and far-sightedness of those men who were willing to stake their all on their new project.

The Hamakua ditch as built had a carrying capacity of 40 cubic feet per second. The grade was naturally very irregular, due to the primitive methods used in establishing levels. The total drop from Nāiilihaele to the western side of Maliko gulch was 790 feet. The pipe lines were of 26-inch diameter and were made of iron.

This was the main source of water supplying Haiku Sugar Co. and Paia Plantation Co. up to the year 1897, when the small pump was installed at Maliko gulch by Haiku Sugar Co. to furnish more water during the dry months. This pump had a rated capacity of 4 ½ million gallons per day, delivered to a height of 250 feet. [p. 14] The next year the large pump was put in at Maliko [Figure 37] and the two at Paia. The capacities of these pumps were as follows:

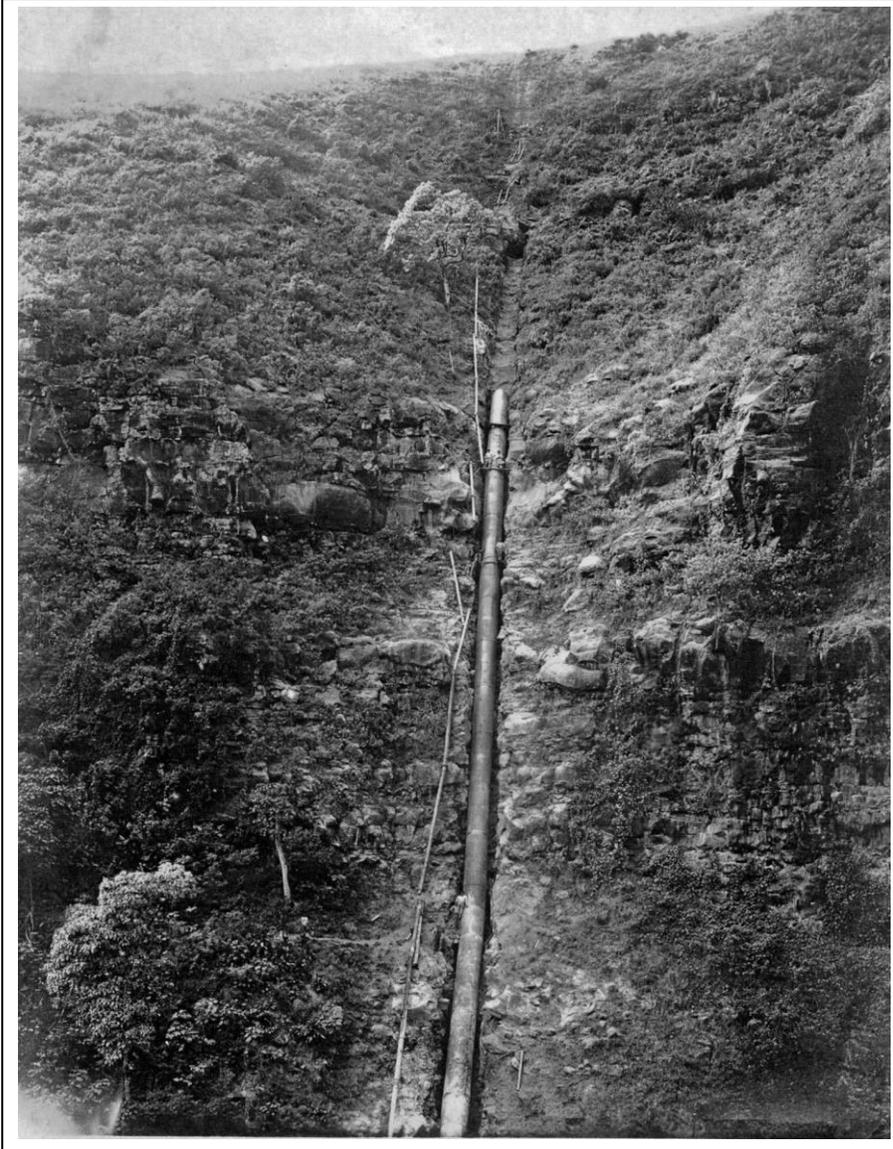
- Maliko (large) 5 million gallons to elevation 433
- Paia (large) 5 million gallons to elevation 417
- Paia (small) 5 million gallons to elevation 214

As there was still a large tract of land available for cane, it was proposed along about 1901 or 1902 to do further ditch construction—water measurements were started and surveys of different lines begun.

This resulted in the building of the Koolau and the New Hamakua ditches.

The Koolau ditch is eight miles in length and the Nahiku extension taps all water from Keanae to Nahiku. It ends at Waikamoi at an elevation of 1200 feet and delivers 80 million gallons per day, or 124 cubic feet per second. Its total cost was \$477,000.00, and was financed by both Haiku and Paia on one side, and the Hawaiian Commercial & Sugar Co. on the other, the latter paying one-third and receiving that much of the water. This ditch was a very good construction, being nearly all tunnels with a grade of from five to seven feet per mile, and partly lined with concrete.

The new Hamakua ditch begins at Waikamoi and delivers 78 million gallons a day to the plantation, at an elevation of 1100 feet. Its total cost was \$366,000.00, and, unlike the Koolau, was of rather poor construction. This was due mainly to the desire to speed up construction, and in many cases where one tunnel of 1500 feet to 2000 feet should have been made, shorter tunnels running down the gulches and through the ridges were put in.



**Figure 37. Maliko Pipe Line Construction — Kauhikoa Ditch; 1915
(In Collection of EMI Co. Ltd.) For Scale, Note the Men Standing at Various
Sections of the Pipe**

In this way the material encountered was very bad and caused considerable caving; these places were roofed in some instances with green ohia from the forest. Naturally, this ditch is giving considerable trouble at the present time.

Along about the time prior to building these two ditches negotiations have been pending for combining Haiku Sugar Co. and Paia Plantation Co. This was accomplished in the fall of 1903—and together with the five companies which represented the purchase of 5000 acres from Kihei Plantation Co., they were incorporated under the name of Maui Agricultural Co., with the mill and office at Paia. As more water became available from time to time, more cane was planted and a steady growth resulted—until in 1915, Maui Agricultural Co. turned out its banner crop of 39,620 tons. [p. 19]

That the water supply has been the main cause of this steady progress is shown by the following table of the sugar output from the year 1894. The years 1894, 1897, 1901 and 1913 were very dry and the direct results of these droughts are clearly shown by the short crops ... [see Table of crop tonnage for years of 1894 to 1917]

At the time of constructing the New Hamakua ditch, it was thought that possibly the Hamakua ditch could be abandoned, but more land had been opened in the dry sections west of Kailua gulch [this being Kailua which is the Wailuku boundary of Hāmākua Poko], and it was found that the old ditch was very valuable to bring along surplus water to that section where the rainfall is very light. However, by this time the ditch was beginning to show signs of its many years of usefulness: the open ditch sections were raveled badly, in some places being fifteen to twenty feet wide where they were originally six to eight; the pipe lines [p. 20] were in very bad shape, requiring constant attention. This became worse, as the ditch, being used for practically only surplus water, was wet one day and dry the next.

With so large an acreage in cane the old ditch was deemed valuable enough to warrant extensive repairs or an entirely new line. An examination of the old ditch, a survey for an entirely new line between Opana and the plantation, and a report recommending the construction of new line was made by the writer during the latter part of 1911.

As proposed and built the line known as the Kauhikoa Ditch starts below the measuring weir in Opana at elevation 1018, practically the same as the old Hamakua ditch, at this point.

It is fed by the old Hamakua ditch, which is still in use from Opana to Waipio, and by surplus water in Halehaku and Opana gulches. It consists chiefly of tunnels, and runs on a grade of 2 feet in a thousand to West Kuiaha, where there is a drop of 80 feet.

It was planned originally to construct a reservoir here, but to date this has not been done, and probably never will be, due to the porous nature of material.

The line starts again at elevation 916 and continues on a grade of 2 feet per thousand, to Maliko gulch; this is crossed in a steel pipe, 52 inches in diameter, 880 feet long, encased in four inches of concrete. The line ends at the hydro-electric station, back of the Maunaolu Seminary, and delivers water to the relocated old Hamakua ditch, at elevation 857.3.

The size of tunnels is 6 feet wide and 6 ½ feet high.

It was planned to make as permanent construction as possible, and to have as few open ditch intakes as possible, so as to have complete control during storm periods.

Excavation was started June, 1912, and was carried on entirely by Japanese tunnel men.

Some very hard rock was encountered, which held up the work considerably. There was 400 feet of very tough rock under the Kauhikoa hill, in a tunnel 2016 feet long. In the longest tunnel (3062 feet), on the west side of Maliko gulch, 800 feet of very hard rock was excavated where the progress was very slow. No power drills were used.

In several tunnels, where water was in evidence, considerable difficulty was experienced from cave-ins. These places were timbered with enough clearance so that concreting, as wanted, could be carried on inside without further trouble.

Excavation was finished September, 1914, and lining started at once. The lining consisted mostly of concrete 4 inches in thickness, with a mix of 1:3:5. The walls were 4 feet 9 inches above the floor grade to allow for a full ditch of 4 ½ feet. [p. 23]

There was, however, hand-plastering placed in the dry tunnels. This was 1 inch thick and was reinforced with No. 19 chicken wire, 1 ½ -inch mesh, which was stapled into the earth.

Wherever roofing was necessary, a 6-inch slab was put in, reinforced in some instances with second-hand rails, and in some instances with ¾ -inch cup bars spaced 10 inches.

The two flumes in Avalau [Awalau] and Lilikoi gulches were of reinforced concrete, 20-foot spans and an 8-inch wall with 6-inch floor. These were all done in one continuous pour.

The pipe at Maliko was a very difficult piece of work, due to the steep sides of the gulch. The maximum head is 308 feet, the thickness of plate at bottom is 3/8 inch and on the upper half section ¼ inch. This pipe is carried 20 feet above the bed of the stream on a 60-foot concrete bridge. There is a blow-off valve and a manhole at the bottom. The concrete was all mixed at ends of pipe and shot into place through a 6-inch pipe. The forms were semi-circular and were wired around the pipe. This work was done very speedily and looks like a very satisfactory method of protecting the pipe from falling stones and from corrosion.

The capacity of this ditch is 100 million gallons per day. It is now thought that more construction will be done soon to bring Koolau ditch water along to Halehaku in a lined canal. This would necessitate a new ditch, as the water could not be stopped long enough for work of any magnitude to be completed.

This ditch, if constructed, should be large, say with a capacity of 150 million gallons, so that in dry weather practically all water could come in it as far as Halehaku and be distributed there... [p. 24]. [Collins, 1918]

October 17, 1919
Honomanu License
General Lease 1134 Water License
Territory of Hawaii; to East Maui Irrigation Co.:
Term: 21 yrs. from July 26, 1919, expiring July 26, 1940.
Recorded: In Land Office

Rental: \$25,820.00 per annum for the first ten years, paid semi-annually, for the next 11 years (beginning July 26, 1929) annual rental, payable semi-annually, to be determined by a Board of Appraisers. (Present rental, \$10,712.00)

Waters and Land affected: All the natural surface waters, waters developed by tunneling, and all power and energy +++++ upon the Ahupuaa of Honomanu, district of Koolau, Island of Maui, with the privilege of developing additional water and power, etc. etc.

Reserving there from water now being used for the wet lands in the Ahupuaa, and as may be necessary for domestic purposes of persons now living on said land... [State Land Division]

ca. 1924
History of The Hui Aina o Huelo
(Akanaliliii Plantation Lands and Formation of the Huelo Land Purchase Association³³)

1. In 1877, Sir William Renney Watson of the Mirlees-Watson Co. of Glasgow visited Hawaii and during his visit he obtained contracts for the machinery of several new sugar mills.
2. Robert Catton, representing Mirlees-Watson Co. erected several mills in Hawaii before going to Huelo to erect a mill in 1879. He remained in Huelo to run the mill to grind cane for Akanaliliii and the Chinese associated with him.
3. Between 1877 to 1880 (inclusive), Akanaliliii purchased or leased the greater part of what later became the "Huelo Hui Lands."
4. The mill evidently ran till 1883, at which time, Robert Catton returned to Honolulu.
5. Akanaliliii became heavily indebted to W. R. Watson. Consequently, the Superior Court in Equity ordered the sale of Akanaliliii's property at a public auction. A Court order was filed on Nov. 6, 1886 confirming the sale of the property to W. R. Watson.
6. The history of the land from 1886 to 1896 is very vague. However, it appears that between 1885 to 1896, cane was grown by representatives of

³³ The "Hui Kuai Aina" (Land Purchase Associations) across the islands initially evolved as an action by native Hawaiians as a means of gaining property rights in various lands. When competing with large foreign business interests, Native Hawaiians and a small number non-native residents could not compete with corporations. The Hui members pooled their financial resources acquire shares of land upon which to live and cultivate. Later in this manuscript, we provide a detailed overview of the "Hui Kuai Aina o Peahi" is provided. It is a complex history, and one which eventually through litigation the Baldwin-EMI interests was dissolved.

Mr. Watson. The venture did not seem to be successful and Mr. Watson authorized Robert Catton to dispose of the Huelo lands.

7. Mr. Catton could have easily disposed the lands to some Maui corporations but he felt the land should become the property of Hawaiians in the district so he accordingly made them a very liberal offer in September of 1896. The offer was a total of \$7,000.00. \$4,000.00 was payable at the time of the sale and the remaining \$3,000.00 with 9% interest within three years.
8. Mr. Catton corresponded with Mr. J. K. Smythe on the land matter.
9. On September 12, 1896, the Hawaiian residents of Huelo met and formed a Hui for the purpose of purchasing the land. It was decided that there shall be 100 shares in the organization and the offer to purchase the land would be made only to Hawaiians. All shareholders were required to make their payments within six months from Oct. 1, 1896. The approximate area of land was 1,459 acres.
10. At the Oct. 17, 1896 meeting, it was reported that 88 shares of the Hui were subscribed for by 84 members.
11. Kupihea, who appears to have been acting as the Hui's business agent in Honolulu advised the formation of the "Huelo Land Company".
12. At the February 25, 1897 meeting, "Hui Aina o Huelo" was agreed upon as the name of the Hui. It was also agreed that the initial payment per share should be \$10.00.
13. From the letter dated March 29, 1897, it appears that the Hui had been able to raise about \$1,000.00 towards making the initial \$4,000.00 payment which was due on March 31st. Efforts were made by Kupihea to find someone to take a mortgage on the Hui's lands but he was not successful. About this time, Mr. Castle (probably an attorney for HC&S Co.), who had been approached by Kupihea, was investigating the problem of the Hui.
14. The executive committee of the Hui decided at their March 31, 1897 meeting to recommend to the Hui to allow other races to become members of the Hui. They also asked Mr. Catton for an extension of deadline for the initial payment of \$4,000.00.
15. By April 27, 1897, \$2,070.00 of the initial payment of \$4,000.00 was raised. However, in May, Mr. Watson informed Mr. Catton that he wished to sell the land right away. Therefore, Mr. Catton agreed to accept \$3,000.00 as part payment and the balance on mortgage. Kupihea hoped to get a loan of \$6,000.00 from Mr. Castle but he could get only \$3,000.00. Consequently, Kupihea made another proposal of installment payment which was accepted by Mr. Catton. Mr. John Richardson attempted to get Mr. Catton to withdraw his offer to the Huelo Hui but it was futile.
16. At the August 5, 1897 meeting, the Hui decided to make 70 shares available at \$100.00 per share instead of 100 shares at \$70.00. The matter of right-of-way and water rights for Spreckels Ditch was discussed.
17. On September 28, 1897, a mortgage loan of \$4,500.00 with 9% interest was recorded from Mr. J. K. Smythe, Trustee of the Hui to Mr. Watson.
18. At the Nov. 12, 1897 executive committee meeting, the paying of taxes on the Hui's lands was discussed. Kaiapa suggested that HC&S Co. pay the \$60.00 due as an alternative to making payment for its Spreckels Ditch

right-of-way and water rights. (There is nothing in the minutes to show that this went through.)

19. At the May 26, 1898 meeting, the proposal by Akanaliliii, a member of the Hui, that water rights be leased from year to year was approved.
20. On October 20, 1898, all of the Huelo Hui lands and water rights and all other rights appurtenant to the land was given to Akanaliliii by J. K. Smythe for a term of twenty years at \$600.00 rental per year with extension privileges.
21. On November 4, 1898, Akanaliliii assigns his lease to T. Kat Poo.
22. At the November 10, 1898 meeting, it was decided that all members be asked to pay their share in full and those who are delinquent be required to pay interest.
23. On or about June 1899, a resolution prepared by Wm. J. Coelho, a member of the Hui, seems to indicate a dissension among the Hui members pertaining to the Akanaliliii lease.
24. On July 28, 1899, L. Papoko and wife sold their Hui share to HC&SCo.
25. On July 29, 1899, T. K. Pa and wife sold their Hui share to HC&SCo.
26. A letter dated Aug. 11, 1899 from Mr. Coelho to Mr. Catton indicates problems with the Hui.
27. By the December 21, 1899 Hui meeting, HC&SCo. held title to 6 shares.
28. During January 1900, a bill for injunction and to cancel the lease held by Akanaliliii was filed by HC&SCo. et al vs. Maui Sugar Co. et al. Maui Sugar Co. was incorporated by the Huelo Sugar Mill Company and Wong Kwai. In the petition, the shareholders who disapproved the lease were listed as Plaintiffs and the remaining shareholders as defendants.
29. By the March 8, 1900 Hui meeting, HC&SCo. held title to 36 shares. A. N. Kepoikai was appointed by HC&SCo. on their behalf. The old officers resigned and the following were elected. A. N. Kepoikai, President; H. P. Baldwin, Vice-President; F. C. Allen, Secretary; W. J. Lowrie, Treasurer; and H. N. Landford, Auditor. It was unanimously approved that the Hui shareholder may sell their shares to whomsoever they wish. The minutes of this meeting were the last written in the Hawaiian language.
30. Between Nov. 16 and Dec. 18, 1900, there were 6 Hui letters pertaining to the original Smythe-Akanaliliii lease and the Smythe-Watson mortgage. The Smythe-Watson mortgage which was held by Yee Chin suddenly became due. Yee Chin refused to offer HC&SCo. an assignment of the mortgage.
31. The Smythe-Watson mortgage was advertised for foreclosure in Dec. 1900. A meeting of the Hui members were held on Dec. 20, 1900. The meeting was represented by all 70 shares of which HC&SCo. held 39 shares. The financial affairs of the Hui came to crisis with the mortgage being advertised for foreclosure.
32. On January 3, 1901, A&B, Ltd. on behalf of HC&SCo. paid the Yee Chin mortgage amounting to \$2,600.00 plus interest. No mortgage was entered between the Hui and HC&SCo. The money matter was handled as an account on the HC&SCo. books. Collections made from time to time were

turned over to the company and by June 1901, all shareholders had paid practically all due on their shares. The few remaining outstanding accounts were settled when a \$12.00 per share dividend was declared on Sept. 24, 1903.

33. By the Jan. 11, 1901 meeting, HC&SCo. held title to 39 shares.
34. The controversy regarding the use of water in the streams from Hoolawanui to Huelo was settled by HC&SCo. taking the water from 6 pm to 6 am and Maui Sugar Co. taking it from 6 am to 6 pm. HC&SCo. also agreed to request the ratification of the Smythe-Akanaliilii lease by the Hui Aina o Huelo. Maui Sugar Company granted HC&SCo. full rights-of-way for the Lowrie and Spreckels ditches across lands which it then held under the Akanaliilii lease.
35. By the July 11, 1902 meeting, HC&SCo. held title to 44 shares.
36. On January 23, 1903, the following were elected. H. P. Baldwin, President; J. K. Smythe, Vice-President; G. L. Keeney, Treasurer; A. N. Kepoikai, Secretary; and H. N. Landford, Auditor. With the Huelo Sugar Company surrendering its lease with the Hui, the matter of obtaining money to meet the taxes due on the land was discussed. Mr. Baldwin stated HC&SCo. might pay the taxes for the current year.
37. On January 21, 1910, the following were elected. F. F. Baldwin, President; J. K. Smythe, Vice-President; William Walsh, Treasurer; A. N. Kepoikai, Secretary; and D. B. Murdock, Auditor.
38. On September 19, 1924, a special Hui meeting was held. All 70 shares were represented either in person or by proxy. The object of the meeting was to discuss the advisability of partitioning off the lands of the Hui. Mr. Pogue stated he was informed that at a meeting of the minority shareholders, it was unanimously understood among them, that it would be agreeable to them, if each of the minority shareholders received the acreage equivalent to their shares, plus five acres additional per share for water rights and also to receive a perpetual supply of water for domestic purposes and for their cattle. Furthermore, each minority shareholder were to select his own area he wants. If more than one party selects an area, a drawing would be held to select the one who will receive the land.

Mr. H. A. Baldwin brought up the point regarding the planting of taro in the gulches by the shareholders, stating that with favorable rain, the shareholders may be inclined to plant taro and that when dry weather would set in, water may be expected to irrigate their crop. This phase of the situation was carefully explained to the shareholders present and it was the consensus of opinion that all understood that water was not to be provided by the plantation for irrigation purposes.

At the time of this special meeting, HC&SCo. had 45 shares, Kahului Railroad Co. had 5 shares, and H. A. Baldwin had 3 shares. [EMI Co., Collection]

August 10, 1925
Territory of Hawaii; to East Maui Irrigation Co.
General Lease 1706
Keanae - Wailua License
Term: 21 yrs. from June 22, 1925, expiring June 22, 1946.
Recorded: In Land Office

Rental: \$30,000.00 per annum for first 10 years, payable semi-annually; for the next 11 years (beginning June 23, 1935) annual rental, payable semi-annually to be determined by a Board of Appraisers. (Present Rental, \$26,500.00)

Waters and Lands Affected: Portions of the Govt. lands of Keanae, Wailua 1 & 2, and the Kapehu Tract within the Koolau Forest Reserve, district of Koolau, Island of Maui, containing 15,387 acres. Note: The boundaries of the Koolau Forest Reserve have since been extended so that there are now 16,959 acres of Govt. land in the above three tracts in forest reserve, and 44.40 acres of privately owned land. License grants the privilege +++++ all of the Govt. owned natural running surface waters within (the lands above described) and such other waters as may be developed, together with all power and energy capable of being developed;

Except: Such waters as are used for domestic purposes and for wet land cultivated by parties living on Govt. land makai, and waters to which kuleanas are entitled... [State Land Division]

January 15, 1929
Hui Kuai Aina o Ulumalu
Short History of the Sub-Division of Ulumalu Hui
Prepared by E.D. Baldwin, Maui Agricultural Co. Eng. Dept.
& J.H. Foss, Chief Engineer

This Hui, called the Hui Kuai Aina o Ulumalu, was similar to many other Huis such as the Peahi Hui, the Huelo Hui, etc., gotten up by natives, wherein by combination they were able to purchase quite a tract of land...

...Ulumalu Hui was organized along about the latter part of 1883, and shortly afterwards elected a full set of officers, such as President, Vice President, treasurer, Secretary and Vice Secretary. During the year 1889 they published a full set of the Rules and By-Laws of the Hui.

From a perusal of the Ulumalu Secretary's records, in the possession of Haiku Pineapple Co. Ltd., the Hui does not seem to have been of much success and finally about 1910, or thereabouts, went to pieces. Along about 1912, the then Haiku Fruit & Packing Co. Ltd. began buying up the Ulumalu owners and succeeded up to 1915 in purchasing practically a 2/3 interest in the Hui. The old Hui was defunct and had not functioned for years.

Maui Agricultural Co. Ltd. and Hawaiian Commercial Sugar Co. Ltd. had also acquired considerable interests in the Hui, mainly for the protection of their numerous ditch rights-of-way crossing Ulumalu.

It was the wish of the two above companies to have Ulumalu Hui partitioned, and with the help of the largest owner, the Haiku Pineapple Co., work was commenced on the outside boundaries of the Hui lands.

All of the larger owners felt that they did not wish to take this subdivision to court, but that some other and cheaper method could be found to subdivide same.

With this idea in view, we began this work during November 1926 with the assistance of the Haiku Pineapple Co. Ltd.

They placed their Coelho Abstract at our service. This Abstract was only up to June 21, 1915, but it was of great assistance to us as with a few exceptions of missed deeds, we were able to bring all of the 50 titles up to a complete record of June 21, 1915.

Portions of the 50 original holders in many cases had not been sold, and in many cases both natives and Portuguese had changed their names making it very difficult to trace them up. Also many had left Maui and gone to the other Islands to live. We chased them all over Maui, Honolulu to Waianae, down to Kauai and up to Hilo, Hawaii, and finally located every present owner in Ulumalu Hui.

We made absolutely certain that we had located every owner. At this point Haiku Pineapple Co. Ltd. bought up some six of the straggling owners, which greatly assisted our final work of partitioning.

In the meantime the Haiku Pineapple Co. and we went right on with our field work in locating and establishing the outside boundaries of the Ulumalu Hui lands.

Mr. J. R. Souza of Haiku Pineapple Co. made the controlling triangulation and topographical work, and also surveyed the Kaupakulua-Ulumalu boundary line from sea to mountain while we with the assistance of S. Okada ran the Opana-Ulumalu boundary line from mountain to sea.

On the completion of our title search, we found many bad deeds and deeds that sold more land than the original holder owned; many of these affected Haiku Pineapple Co. and to satisfy them that we were correct Mr. John Souza and I went over all of the Haiku Pineapple Co. deeds. We finally found that they were at a loss of nearly 60 acres from bad deeds. Maui Agricultural Co. Ltd. also lost 30 acres and Hawaiian Commercial & Sugar Co. Ltd. lost 30 acres from the same source. Also there had to be many more adjustments of the same kind with other owners, all of whom we had to see and satisfy them that we were correct.

Upon the completion of our title work, we made the Report of June 1927 as filed herein.

About the latter part of June 1927 D. C. Lindsay, J. H. Foss, John Souza and myself met at Haiku Pineapple Co. Ltd's. office to go over our report and decide upon the method of partitioning Ulumalu Hui.

In this meeting D. C. Lindsay and J. H. Foss represented over 80 per cent of the ownership Ulumalu Hui.

The method proposed, was to have all of the present owners of Ulumalu Hui land deed over to a "Dummy" and then divide out each ones interest and have the "Dummy" deed same back to them by a tied up description of their lot or lots.

This, it was pointed out, would not be satisfactory to the Portuguese owning interests in Ulumalu Hui as they claimed they did this in the subdivision of Kaupakulua Hui, and that they were done up by the "Dummy".

As to the truth of this matter we did not go into same, but I suggested that we first divide out their interests, get each one satisfied with same, and mark the lots upon the ground and then when we had everyone fixed and satisfied with their sub-division we would have them all deed over to a "Dummy" and the "Dummy" would immediately deed back to them.

This was satisfactory and we decided to adopt this method. Mr. John Souza and I were delegated to carry same out. We found this no easy task. Mr. Souza made the sub-divisions of all the lots, and we, with the assistance of S. Okada, surveyed out all of the ditch trail and road right-of-ways... [page 2]

At times we felt that we would finally have to carry the matter to Court as some of the Portuguese were very hard to satisfy. But finally we got every one satisfied, when it seemed again our plan was all upset by Manuel Burans and Kealo buying a small interest and attempting to jump same where they pleased to locate it. They consulted lawyers at Wailuku and they advised them that they had a right to select their undivided interest wherever they pleased.

I went out and called Mr. Burans and finally convinced him that he was only antagonizing the large interests and he came in and sold his interest to Haiku Pineapple Co.

Along about September 1928, I was asked to act as the "Dummy". I had already drawn up all the deeds and it was only a matter of completing same and having them typewritten.

On completion of the typewriting which was very neatly done by Mrs. Taylor, we started out the latter part of October 1928 to get our main deed signed up. Haiku Pineapple Co. Ltd. immediately signed up and then Mr. John Souza, and Mr. Cooper Notary Public and myself started out making a day of it. We succeeded in getting most of the signatures out in the country. I then took the deed with Moses Kahiapo as Notary Public and got the signatures of those at Paia, Puunene and Wailuku.

The main deed carried 94% of the owners.

All of the complicated deeds and deeds of natives on the other islands we kept on special separate deeds so as not to delay our main deed. These special deeds took considerable time and it was not until _____ that we finally completed the job.

In this work we wish to highly commend the assistance given us by the Haiku Pineapple Co. Ltd. through its manager Mr. D. C. Lindsay and John R. Souza, their surveyor. Mr. John R. Souza did all of the triangulation and lot subdivision surveys, all of which work I carefully checked up and found same of an excellent quality.

We completed a general map, 400 feet to the inch, showing all of the subdivisions, during January 1929. We wish to state that dates of beginning and completion of this job do not represent the time put upon same as J. R. Souza was very busy with other Haiku Pineapple work and we were busy also with many other jobs during the two years from November 1926 to January 1929.

(s) E. D. Baldwin
January 15, 1929
Maui Agricultural Co. Eng. Dept.
J. H. Foss, Chief Engineer
[EMI Collection – A&B Legal Packet]

February 3, 1930
General Lease 2027
Nahiku Water License
Territory of Hawaii; to East Maui Irrigation Co.:
Term: 21 years commencing January 17, 1930 Expiring January 17, 1951.
Recorded: In Land Office

Rental: \$9,000.00 per annum, payable semi-annually for the first 10 years; for the next 11 years (beginning Jan. 17, 1940) annual rental payable semi-annually to be determined by a Board of Appraisers (Present Rental: \$9,000.00)

Waters and Lands Affected: Land in the Koolau Forest Reserve, district of Koolau, Island of Maui, bounded in general terms as follows:

1. *On the West by watershed of the Waiaka [Waiaka] Stream;*
2. *On the South by the Koolau-Hana district boundary;*
3. *On the East by the same to Puu Hinai;*
4. *On the North by the Nahiku Homestead Tract.*

NOTE: Water license same as in G.L. 974, 1134 & 1706, except such waters as are used for domestic purposes, and on land cultivated by parties living on Govt. land makai of the area covered by this license, and waters to which Kuleanas are entitled... [State Land Division]

February 6, 1930:
Land License
Bearing General Lease No. 2027
Government land in the Koolau Forest Reserve on the Koolau-Hana side of Maui
(Old Lease #520-B, L.B. #1209, Bk 9-6)

KNOW ALL MEN BY THESE PRESENTS:-

THAT, THE TERRITORY OF HAWAII, hereinafter called the Licensor, by C.T. BAILEY, its Commissioner of Public Lands, acting under the authority in him vested, pursuant to Section 73 of the Hawaiian Organic Act and the Revised Laws of Hawaii 1925, advertised and offered for sale at public auction, held *January 17, 1930, a Land License for the right,*

privilege and authority to enter and go upon that tract of Government land in the Koolau Forest Reserve on the Koolau-Hana side of Maui, bounded in general terms as follows:
On the West: by the easterly line of the water shed of the stream, which is known at the Koolau ditch as Waiaaka, and the continuation of this water shed division to Pohaku Palaha;
On the South: by the boundary between the districts of Koolau and Hana;

On the East: by the boundary between the said districts to Puu Hinai;

On the North: by the southerly boundary of the Nahiku Homestead Tract, and to thereupon take, draw off and conduct away and utilize the Government waters therein, at which sale the East Maui Irrigation Company, Limited, an Hawaiian corporation, hereinafter called the Licensee, was the highest bidder therefore, and... [page 1] ...THAT, pursuant to said sale and in consideration of the conditions, covenants and agreements hereinafter contained on the part of the Licensee to be observed and performed, the Licensor does hereby grant to the said Licensee a License, right, privilege and authority to enter and go upon the land next above referred to, and to thereupon take, draw off, conduct away and utilize for its own purposes, or for sale to others, all of the Government owned natural running surface waters and such other waters as may be developed through tunneling or other artificial means, together with all power and energy capable of being developed therefrom, except, however, such waters as are used for domestic purposes, and on land cultivated by parties living on Government land makai of the area covered by this License, and waters to which Kuleanas are entitled, together with the further right to construct and maintain such ditches, flumes, aqueducts, tunnels, dams and other structures as may be necessary to enable Licensee to so take and utilize such waters for the purposes for which this License is issued...

(1) The term of this License is for twenty-one (21) years commencing January 17, 1930... [page 2 of 8] [State Land Division – G.L. 2027]

1934
Summary of Rights of Way For
Wailoa Ditch - New Hamakua Ditch - Kauhikoa Ditch from Opana –
Ulumalu Boundary to the top of the Westerly pali of Maliko Gulch.

...In Ulumalu these ditches were constructed, with the practical acquiescence of other owners in the Hui Land, under the ownership by the predecessors of Maui Agricultural Co. Ltd. and Hawaiian Commercial & Sugar Co. Ltd. and associated individuals of undivided interests in the Hui Land and/or (in the case of the New Hamakua and Kauhikoa Ditches) the portions of the Hui Land occupied by them... [East Maui Irrigation Co. Packet No. 194(1)]

September 6, 1934
C.S.F. 7154 & Map
Thomas C. Ryan, Senior Engineering Aide, Territory of Hawaii;
to East Maui Irrigation Co. Ltd.
Limited Perpetual Easement

PARCEL 3: New Haiku Ditch Right-of-Way (30 feet wide) across portion of the Government land of Honopou. (Figure 38)

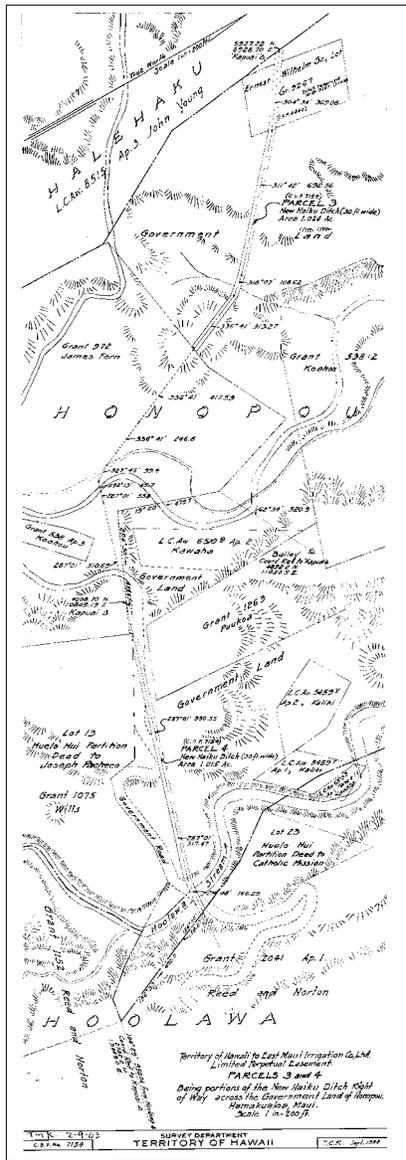


Figure 38. CSF 7154 - Haiku Ditch ROW Honopou Maui (State Survey Division)

Situate at Honopou, Hamakualoa, Maui.

Being a strip of land 30 feet wide, the center line of which is described as follows:

Beginning on the center line at the West end of this right-of-way, and on the East boundary of the land of Halehaku, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kapuai" being 5927.22 feet North and 8928.70 feet East, as shown on Government Survey Registered Map 2744, and running by azimuths measured clockwise from true South... [State Survey Division]

September 6, 1934
C.S.F. 7156 & Map
Thomas C. Ryan, Senior Engineering Aide, Territory of Hawaii;
to East Maui Irrigation Co. Ltd:
Limited Perpetual Easement

PARCEL 7: New Haiku Ditch Right-of-Way (30 feet wide) across portion of the Government land of Puolua. (*Figure 39*)

Situate at Hamakualoa, Maui.

Being a strip of land 30 feet wide, the center line of which is described as follows:

Beginning on the center line at the Northwest end of this right-of-way, and on the boundary between the lands of Waipio and Puolua, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kapuai" being 179.48 feet North and 17235.40 feet East, as shown on Government Survey Registered Map 2745, and running by azimuths measured clockwise from true South... [State Survey Division]

September 6, 1934
C.S.F. 7157 & Map
Thomas C. Ryan, Senior Engineering Aide, Territory of Hawaii;
to East Maui Irrigation Co. Ltd:
Limited Perpetual Easement

PARCEL 10: New Haiku Ditch Right-of-Way (30 feet wide) across portion of the Government land of Hanehoi. (*Figure 409*)

Situate at Hamakualoa, Maui.

Being a strip of land 30 feet wide, the center line of which is described as follows:

Beginning on the center line at the West end of this right-of-way, said point being in the middle of Hanehoi Stream and on the boundary between the lands of Hanehoi and Huelo, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kapuai" being 602.97 feet South and 17,902.77 feet East, as shown on Government Survey Registered Map 2745, and running by azimuths measured clockwise from true South... [State Survey Division]

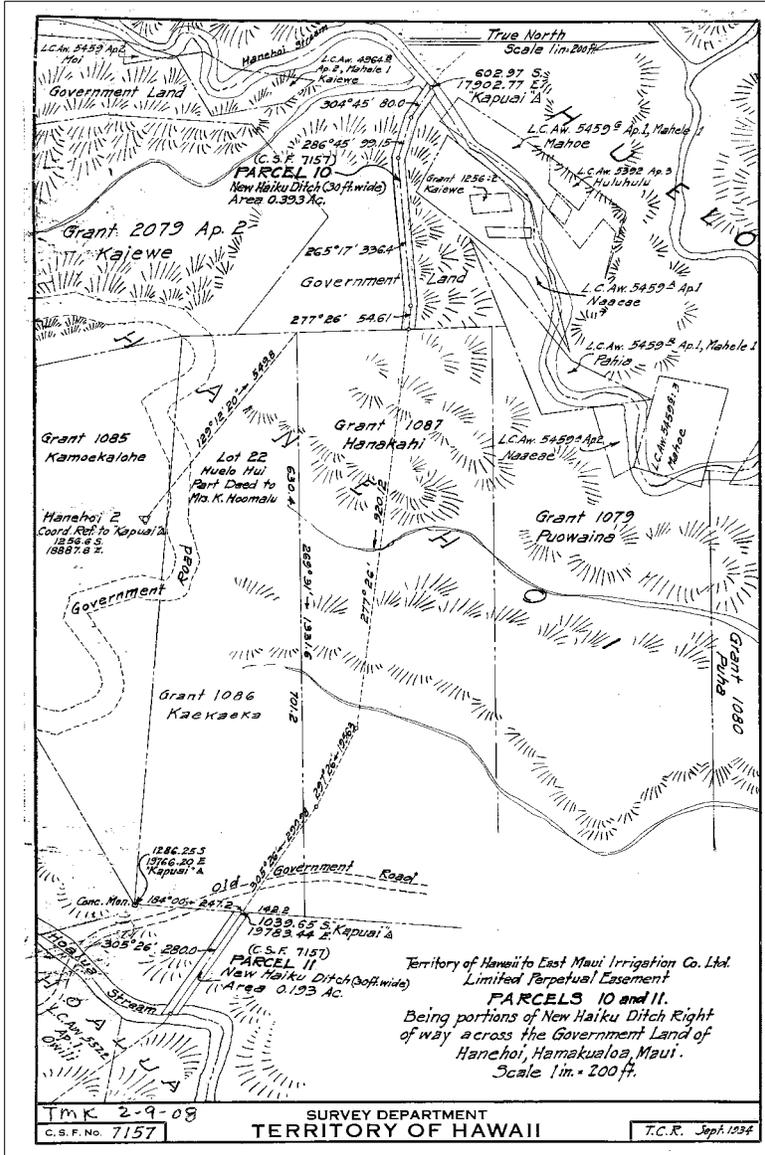


Figure 40. CSF 7157 Hanehoi Haiku Ditch ROW Maui (State Survey Division)

September 6, 1934
C.S.F. 7158 & Map
Thomas C. Ryan, Senior Engineering Aide, Territory of Hawaii;
to East Maui Irrigation Co. Ltd:
Limited Perpetual Easement

PARCEL 12: Lowrie Ditch Right-of-Way (30 feet wide) across portion of the Government land of Hanehoi. (*Figure 41*)

Situate at Hamakualoa, Maui. Being a strip of land 30 feet wide, the center line of which is described as follows:

Beginning on the center line at the West end of this right-of-way, said point being in the middle of Hanehoi Stream and on the boundary between the lands of Huelo and Hanehoi, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kapuai" being 2907.84 feet South and 17,878.15 feet East, as shown on Government Survey Registered Map 2745, and running by azimuths measured clockwise from true South... [State Survey Division]

September 6, 1934
C.S.F. 7159 & Map
Thomas C. Ryan, Senior Engineering Aide, Territory of Hawaii;
to East Maui Irrigation Co. Ltd:
Limited Perpetual Easement

PARCEL 17: Spreckels Ditch Right-of-Way (30 feet wide) across the Government land of Papaaea. (*Figure 42*)

Situate at Hamakualoa, Maui.
Being a strip of land 30 feet wide, the center line of which is described as follows:-

Beginning on the center line at the Northwest end of this right-of-way, said point being in the middle of Kailua Stream and on the boundary between the lands of Puuomaile and Papaaea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Puu Kukai" being 1606.28 feet South and 2736.20 feet West, as shown on Government Survey Registered Map 2747, and running by azimuths measured clockwise from true South... [State Survey Division]

November 15, 1972
General Lease No. 3349
Report on Proposed Keanae License
Wm. J. Hull, Appraiser;
to Sunao Kido, Chairman Board of Land & Natural Resources, State of Hawaii:

...Attached hereto are four copies of my report on the "Appraisal of the State Water of Keanae, Maui," as requested in your letter of June 29, 1972...

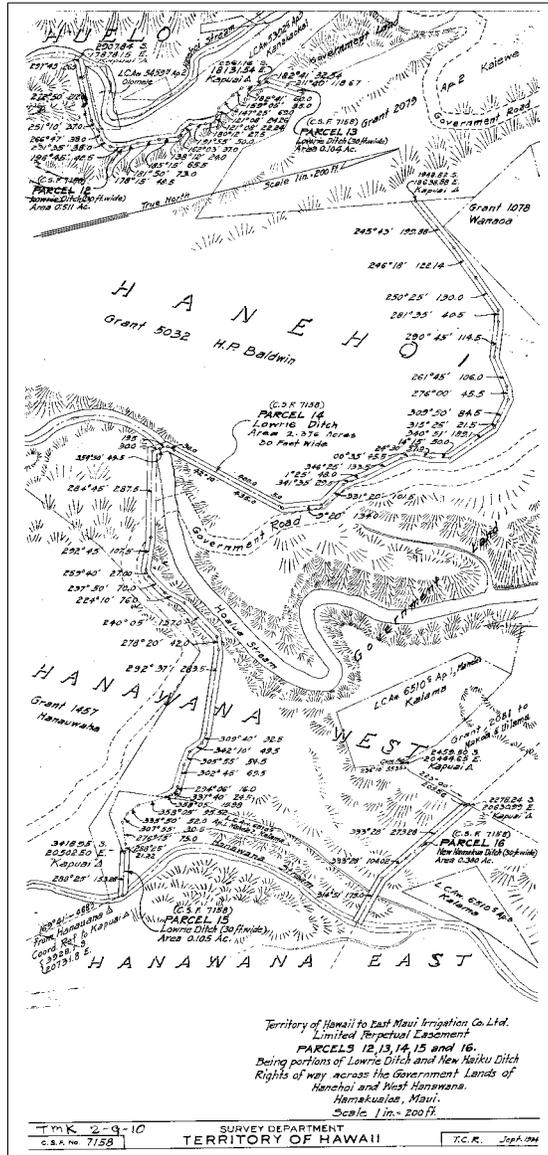


Figure 41. CSF 7158 Hanehoi-Hanawana Haiku-Lowrie Ditches ROW (State Survey Division)

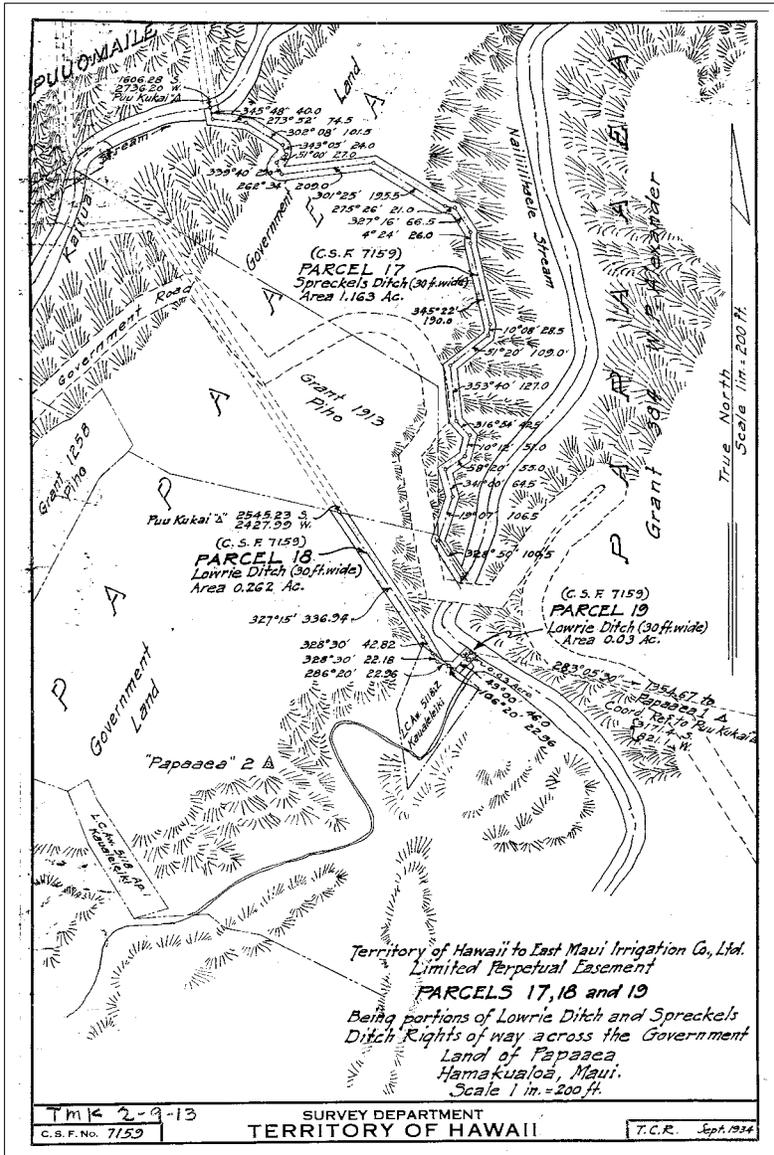


Figure 42. CSF 7159 Papaaea Lowrie & Spreckels Ditches ROW Maui (State Survey Division)

Introduction

The State of Hawaii is the owner of certain waters in East Maui arising on the contiguous lands of Nahiku, Keanae, Honomanu and Huelo. Collectively they furnish the largest amount of fresh mountain water anywhere in the State.

State water from these lands, together with water from private lands, have been collected and used principally for irrigation for almost one hundred years.

The development and collection system was constructed starting about 1876 in Huelo, the westerly portion of these lands, and gradually extended eastward to Nahiku.

Construction of the major ditches and tunnels was substantially completed by the year 1915. No major additions have been made since. The major aqueduct system which originally cost about \$4,000,000 has long since been written off the books. The cost to replace such a system today would be staggering.

As development proceeded during this period, water licenses were granted to certain individuals and companies with the end result that a very large, flexible integrated collection system of ditches, tunnels and appurtenant structures was consolidated under one operator (East Maui Irrigation Company) as the lands irrigated by the water conveyed through these ditches were brought under the control of one sugar company (Hawaiian Commercial & Sugar Co. – now a division of Alexander & Baldwin, Ltd.).

It is not believed necessary here to go into the detailed sequence of events giving the order of construction of the many ditches and the details of the many water licenses of the past, although the licenses were for different terms with different covenants. From time to time, they were renewed and changed until presently there are four State water licenses held by the East Maui Irrigation Company with staggered terms as follows:

Huelo (GL 3578) 1960-1981

Honomanu (GL 3695) 1962-1986

Keanae (GL 3349) 1950-1971 (expired -presently covered by revocable permit)

Nahiku (GL 3505) 1955-1976... [General Lease No. L 3349; 1972:1]

...Comparable Values of Waters

Unlike land and leases of lands where there are thousands of transactions per year upon which to base appraisals of other lands and leases, there are very few water licenses and leases throughout the State. Historically, water licenses have been for terms of a minimum of 20 years to a maximum of 50 years.

In the early 1900's, long terms were granted, since it was an era of water development requiring large capital expenditures, and a long term was needed to amortize those expenditures. The cost of the water itself was very small, since the licensee was required in most cases to make large capital expenditures. Practically all the water sources in the State large enough to produce sufficient water to irrigate sugar cane have been developed.

The development costs have been mostly amortized with the result that water licenses now are for shorter terms, generally 20 to 35 years. Most State water licenses are for terms of 21 to 30 years with private licenses going as high as 35 years.

Water licenses negotiated prior to 1960 are now obsolete for comparative purposes due to inflation and changed conditions. For this reason, your appraiser used only licenses negotiated since 1960. The following licenses have been selected as being comparable in some respects to Keanae. They are listed below with comments:

Comparable 1. Honomanu - State - E.M.I.. (GL-3695)

Term: 7/1/62 to 6/30/86. Rental: \$2.80 per MG at 6 ct. sugar. Rental: \$3.30 per MG at 8.25ct. sugar or over. The maximum rate of \$3.30 was reached when the sugar price rose to 8.25 ct. by the end of 1970, or only 8 ½ years into the term so that for the last 15 ½ years of the term, the rate is frozen at \$3.30/MG. The 1971 average sugar price was 8.52 ct. and for the period January 1 to October 31, 1972, the average was 9.07ct. Had no ceiling applied, the rate for water now would be about \$3.46. (Note the Nahiku license (1955-1976) has a 7.5ct. sugar ceiling price which was reached in 1968 or 13 years into the 21-year term. These waters are from lands adjacent to Keanae on the west and are very comparable, except that the quantity is less and it is less reliable than Keanae.

Comparable 2. Huelo- State -E.M.I. (GL-3578)

Term: 1960-1981. Rental: \$3.556 per MG at 6t. sugar. .Maximum: \$4.006 per MG at 8.25ct. sugar and over. The maximum rate of \$4.006 was reached when the sugar price reached 8.25t. by the end of 1970 or only 11 years into the term. For the remaining 10 years of the term, the rate is frozen at \$4.006. Had no ceiling applied, the rate for water would be \$4.17 (based on the 1972 sugar price average from January 1, 1972 to October 31, 1972).

The quantity of water diverted from Huelo (15,078 MG/Yr.) is more than Keanae (12,864 MG/Yr.); however, it is not as reliable a source as Keanae... [General Lease No. L 3349; 1972:5-6]

**January 20, 1987
C.S.F. 20,505 & Map**

**Melvin M. Masuda, Land Surveyor, State of Hawaii Survey Division
Water License Within Portions of Koolau Forest Reserve, Governor's Proclamation
dated June 12, 1907, Hanawi Natural Area Reserve, Governor's Executive Order 3351,
and portions of the Lands of Halehaku to Papaea Nui below the Koolau Forest
Reserve Boundary, Makawao and Hana Districts, Maui, Hawaii**

Beginning in the middle of Kuhiwa Gulch at the northeast corner of this parcel of land and at the southeast corner of Grant 11379 to Maui Agricultural Company, Limited... [run 30 courses] ...containing a Gross Area of 31,864 Acres, More or Less after excluding therefrom Private Lands (3001 Acres, more or less)... [State Survey Division – *Figure 43*]

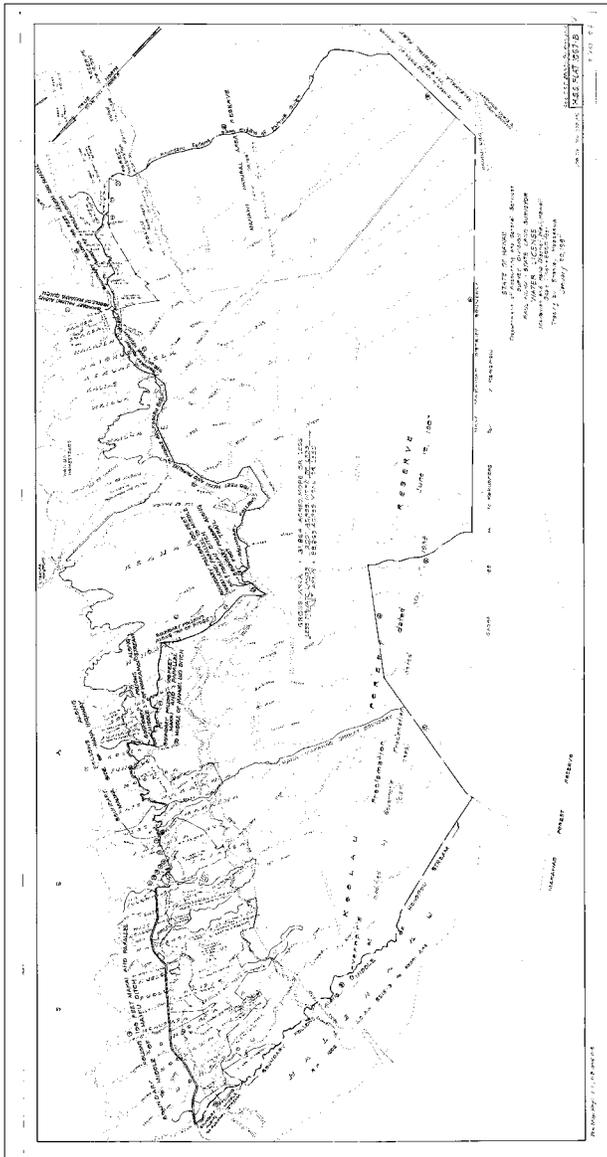


Figure 43. CSF 20505-HSS Plat 1067-B Nahiku-Halehaku Water License Map (State Survey Division)

C.S.F. No. 20,682 & HSS Plat Map No. 1067-C
January 21, 1988
Melvin M. Masuda, Land Surveyor,
State of Hawaii Survey Division
Nahiku Water Lease

Situated within portions of Koolau Forest Reserve, Governor's Proclamation dated June 12, 1907 as modified by Governor's Proclamation dated May 2, 1938 and Hanawi Natural Area Reserve, Governor's Executive Order 3351.

Hana, Maui, Hawaii

[Figure 44] Beginning on the easterly watershed of Kuhiwa Gulch at the northeast corner of this parcel of land and on the south boundary of Grant 4448 to W. Goodness... [run 7 courses] ... containing a Gross Area of 4374 Acres, More or Less after excluding therefrom Private Lands (241 Acres, more or less) (Compiled from H.S.S. Plat Map 1067-B and Govt. Survey Records) [State Survey Division]

January 21, 1988
C.S.F. No. 20,683
Melvin M. Masuda, Land Surveyor, State of Hawaii Survey Division
Keanae Water Lease

Situated within portions of Koolau Forest Reserve, Governor's Proclamation dated June 12, 1907 as modified by Governor's Proclamation dated May 2, 1938 and Hanawi Natural Area Reserve, Governor's Executive Order 3351.

Hana, Maui, Hawaii

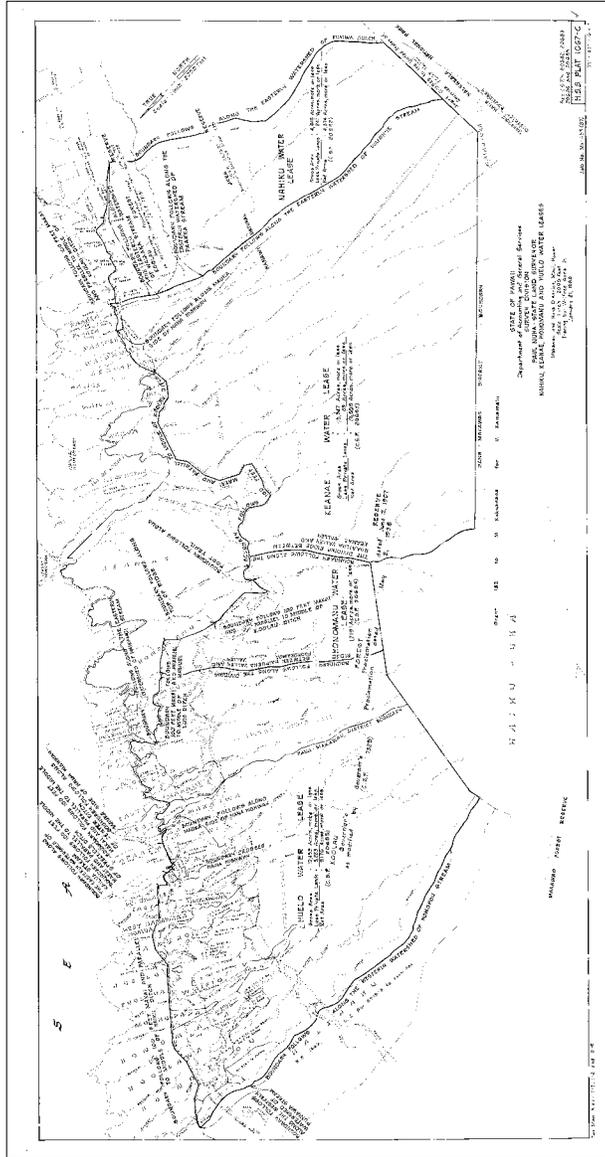
Beginning on the easterly watershed of Waiohue Stream at the southeast corner of this parcel of land and on the northerly boundary of Haleakala National Park (Grant S-14945 to The United States of America)... [running 9 courses] ...containing a Gross Area of 13,547 Acres, More or Less after excluding therefrom Private Lands (39 Acres, more or less)... (Compiled from H.S.S. Plat Map 1067-B and Govt. Survey Records) [State Survey Division]

January 21, 1988
C.S.F. No. 20,684
Melvin M. Masuda, Land Surveyor, State of Hawaii Survey Division
Honomanu Water Lease

Situated within portion of Koolau Forest Reserve, Governor's Proclamation dated June 12, 1907 as modified by Governor's Proclamation dated May 2, 1938.

Hana, Maui, Hawaii

Beginning on the crest of the dividing ridge between Nuaailua Valley and Keanae Valley at the southeast corner of this parcel of land and on the northwesterly boundary of the Land of Haiku Uka (Grant 182 to M. Kekuanaoa for V. Kamamalu)... [running 7 courses];



**Figure 44. CSF 20682-20685 HSS Plat 1067-C
Nahiku-Huelo Water Lease Map (State Survey Division)**

...8. Thence southwesterly along the dividing ridge between Nuaailua Valley and Keanae Valley along Keanae Water Lease to the point of beginning and containing a Gross Area of 1719 Acres, More or Less... (Compiled from H.S.S. Plat Map 1067-C and Govt. Survey Records) [State Survey Division]

**January 21, 1988
C.S.F. No. 20,685 & Map
Melvin M. Masuda, Land Surveyor, State of Hawaii Survey Division
Huelo Water Lease**

Situated within portion of Koolau Forest Reserve, Governor's Proclamation dated June 12, 1907 as modified by Governor's Proclamation dated May 2, 1938 and portions of the Land of Halehaku to Papaaea Nui makai of the Koolau Forest Reserve Boundary. [see HSS Map No. 1067 C above]

Makawao and Hana Districts, Maui, Hawaii.

Beginning on the dividing ridge between Haipuena Valley and Puohokamoa Valley at the southeast corner of this parcel of land and on the northwesterly boundary of the Land of Haiku Uka (Grant 182 to M. Kekuanaoa for V. Kamamalu), thence running:-... [14 courses]

15. Thence southwesterly along the dividing ridge between Haipuena Valley and Puohokamoa valley along Honomanu Water License to the point of beginning and containing a Gross Area of 12,459 Acres, More or Less and a Net Area of 9176 Acres, more or less after excluding therefrom private lands (3283 Acres, more or less)... (Compiled from H.S.S. Plat Map 1067-B & C, and Govt. Survey Records) [State Survey Division]

**December 17, 2018 Alexander & Baldwin Parties
Convey Property and Water Rights to Mahi Pono**

Extraction of water from the Maui Hikina region has resulted in irreparable damage to the biocultural landscape and traditional and cultural practices of Native Hawaiian families who are descended from the land. Over the last 40-plus years growing opposition from Hawaiian and environmental communities has led to implementation of changes in licensing and extraction of water resources. In 2018, the Alexander & Baldwin-East Maui Irrigation business interests entered into a sales agreement, for the Maui Hikina ditch system and water licenses. The narratives below are quoted verbatim from an article published by the non-profit *Hawai'i Journalism Initiative*, which provides an overview of the ditch system development, and what the December 17th 2018 sale of the ditch system to Mahi Pono—the full conveyance is cited following the *Hawai'i Journalism Initiative* article.

June 24, 2025
Hawai'i Journalism Initiative
“End of an era: Alexander & Baldwin
transfer full ownership of East Maui Irrigation to Mahi Pono
(By Colleen Uechi)³⁴

Farming company Mahi Pono has reached an agreement with Alexander & Baldwin to take over full ownership and operations of East Maui Irrigation, the extensive system of ditches and tunnels that diverted water from East Maui streams to sugar plantations for nearly 150 years.

On June 17, the companies struck a deal to transfer A&B's 50% ownership to Mahi Pono and forego the \$2.7 million Mahi Pono was originally set to pay for the remaining half of the system.

“While Mahi Pono continues focusing on agricultural operations, A&B has moved to focus on developing its core commercial real estate business,” Mahi Pono said in a statement to the Hawai'i Journalism Initiative on Monday. “With diverging missions, the parties have agreed to proceed down separate paths.”

The East Maui Irrigation system, *which includes 24 miles of ditches and 50 miles of tunnels, is one of the last physical — and one of the most controversial — reminders of the sugar plantation and A&B's outsize influence on Maui.*

Beginning with the \$80,000 private construction of the Old Hāmākua Ditch between 1876 and 1878, *EMI grew into one of the biggest irrigation systems in the U.S. For decades, the system diverted water from East Maui streams to feed the sugarcane grown in Central and Upcountry Maui by A&B's subsidiary Hawaiian Commercial & Sugar Co. But in 2016, facing mounting losses, A&B announced it was closing HC&S, the last sugar plantation in the state.*

In December 2018, A&B sold more than 41,000 acres of former sugarcane land to Mahi Pono for \$262 million, with the two companies jointly owning East Maui Irrigation.

Since then, A&B has shifted its focus to commercial real estate, investing the proceeds from the sale to Mahi Pono into new acquisitions of commercial properties across the state.

A&B spokesperson Andrea Galvin confirmed in a statement to the Hawai'i Journalism Initiative on Monday that the agreement “is a continuation of A&B's simplification strategy and allows us to focus on growing our core business as a commercial real estate company in Hawai'i.”

Mahi Pono said the latest transition would not change East Maui Irrigation's operations, staffing or service to water users. *While EMI's system was ordered by the state water commission to return some water to streams in recent years, it continues to divert water for irrigation of Mahi Pono's 12,000-plus acres of crops as well as to service more than 35,000 Upcountry residents on the Maui County Department of Water Supply system.*

³⁴ Colleen Uechi is the editor of the Hawai'i Journalism Initiative. She formerly served as managing editor of The Maui News and staff writer for The Molokai Dispatch. She grew up on O'ahu.

Mahi Pono, which is a venture between California-based Pomona Farming and PSP Investments, one of Canada’s largest pension investment managers, did not respond to additional questions by Monday evening.

In the original agreement, the two parties had agreed A&B would sell its remaining half to Mahi Pono for \$2.7 million “upon the occurrence of certain events in the future.” They also agreed that the purchase price would be cut by \$62 million if A&B/EMI couldn’t secure long-term water leases from the state or deliver Mahi Pono the amount of water it needed for its operations.

A&B and EMI have yet to secure a long-term lease. In December, they were able to get a revocable permit for water use from the state water commission, but those have to be renewed annually.

Neither A&B nor Mahi Pono answered questions about Mahi Pono getting its money back, but under the latest deal, A&B is set to pay Mahi Pono \$55.3 million in installments of four years, including \$10 million up front, \$12.65 million each on the first and second anniversaries of the agreement’s execution, and \$10 million each on the third and fourth anniversaries.

When A&B was asked what prompted the Honolulu-based company to transfer its ownership now or for an explanation for the payment structure to Mahi Pono, Galvin said A&B had “no further information to provide.”

Mahi Pono is inheriting a system that in recent years has required many changes to return water to long-diverted East Maui streams under a decision by the state water commission in 2018. For decades, East Maui kalo farmers, along with Native Hawaiian and environmental advocacy groups, had fought to restore streamflows and halt the diversions that they said dried up their lo’i kalo, destroyed stream life and drove farmers from the area.

Stream Name	Restoration Status	BFQ50 at IIFS (cfs)	IIFS Value	IIFS (cfs) Location	Current Status
Makapipi	Full	1.3	n/a	Above Hana Highway	Gate removed, water flowing downstream below intake.
Hanawi	Connectivity	4.6	0.92	Below Hawaiian Highway	Gate slightly open, water flowing downstream below intake.
Kapaula	Connectivity	2.8	0.56	On diversion at Koolau Ditch	Main gate open, water blowing downstream below intake.
Waiaaka	None	0.77	0.77	Above Hana Highway	Gate open, water flowing downstream below intake.
Paakea	Connectivity	0.9	0.18	At Hana Highway	Intake gate closed, water flowing downstream over dam.
Waiohue	Full	5	n/a	At Hana Highway	Intake gate closed, sluice gate removed. All water flowing downstream.

Puaakaa	Connectivity	1.1	0.2	Above Hana Highway	Gate open, water flowing downstream below intake.
Kopiliula	H90	5	3.2	Below Hana Highway	Main gates open, ditch control gated adjusted to provide for IIFS. Water flowing downstream.
East Wailuaiki	H90	5.8	3.7	At Hana Highway	Sluice gate open, IIFS flowing downstream below intake.
West Wailuaiki	Full	6	n/a	Above Hana Highway	Gates open, water flowing downstream below intake.
Wailuanui	Full	6.1	n/a	At Hana Highway	All intakes sealed (Category 1) and gates opened, water flowing downstream below intake.
Ohia-Waianu	None	4.7	n/a	None	No diversion. Water flowing downstream.
Waiokamilo	Full	3.9	n/a	Below diversion at Koolau Ditch	All intakes closed, water flowing downstream.
Palauhulu	Full	11	n/a	Above Hana Highway	All intakes sealed (Category 2). Water flowing downstream.
Piinaau	Full	14	n/a	Above Hana Highway	Intake sealed, water flowing downstream.
Nuaaailua	Connectivity	0.28	2.2	To Be Determined	Intake [sic] gate closed, water flowing downstream over dam.
Honomanu	H90	4.2	4.2	Above Hana Highway	All diversion sluice gates are open, water flowing downstream.
Punalau-Kolea	H90	4.5	2.9	Above Hana Highway	Sluice gate open, water flowing downstream below intake.
Haipuaena	Connectivity	4.9	1.36	Below Hana Highway	Intake gate closed, water flowing downstream, intake dam will require modification.
Puohokamoa	Connectivity	8.4	1.1	Below Puna Highway	Intake gate will be used to ensure water flowing downstream, intake dam may require significant modification.
Wahinepee	None	0.9	0.9	Above Hana Highway	No diversion. Water flowing downstream.
Waikamoi	H90	6.7	3.8	Above Hana Highway	Center ditch sluice gate open. Water flowing downstream.
Hanehoi	Full	2.54	n/a	Upstream of Lowrie Ditch	Intakes sealed. Water flowing downstream.

Huelo (Puolua)	Full	1.47	n/a	Downstream of Haiku Ditch	Lowries intake will require significant modifications (Category 3) & corresponding permit approvals / Haiku intake sealed.
Honopou	Full	6.5	n/a	Below Hana Highway	Three of the four intakes are sealed. The final has the ditch gate shut. No water enters the ditch. Wailole ³⁵ intakes sealed.

Mahi Pono’s first quarter report shows the restoration status of 25 East Maui streams that the state water commission called for full or partial restoration of in 2018.

The revocable permit issued by the Board of Land and Natural Resources in December came with conditions that included limiting water waste, preparing a progress report on the removal of diversions and fixing of pipes, as well as continuing cleanup in streams.

Through the first four months of the year, an average of 31 million gallons of water per day was diverted for Mahi Pono’s farming operations, 2.66 million gallons per day for the county’s domestic system and 0.49 million gallons per day for the county’s Ag Park in Kula, according to a report as of April.

Mahi Pono is currently growing citrus, coffee, macadamia nuts, sweet potatoes, avocados and other crops on 12,244 acres, according to its first-quarter report for 2025.

Water losses are allowed under the permit as long as they don’t exceed 22.7%. Through the first three months of the year, an average of 2.55 million gallons per day in the field system and 2.13 million gallons per day in the county’s diverted reserve were lost each month, the first-quarter report showed.

Mahi Pono’s takeover of A&B’s last sugar plantation holdings on Maui may be the end of an era, but water policy expert Jonathan Scheuer pointed out “the end of the era has been happening for decades now” as sugar plantations across Hawai’i steadily closed.

“It’s the next chapter, but the final chapter, the end of the era, will be when we successfully follow the people’s will and implement the water authority’s charge to manage the system,” said Scheuer, chair of the ‘Aha Wai O Maui Hikina, the East Maui Regional Community Board.

³⁵ “Wailole.” Origin of this place name are uncertain. We have not found it cited in the early archival documents. In the 2008, “Instream Flow Standard Assessment Report, Island of Maui, Hydrologic Unit 6034 – Honopou, readers will find the following locational notes for the feature:

“Water is diverted from East Honopou Stream at Intake NH-23 (Wailole Intake) into the New Hamakua Ditch (tunnel). Registrant identified water use is for irrigation of approximately 36,000 acres of sugar, pineapple, and a variety of other crops, industrial manufacturing and milling, and livestock. The diversion structure is concrete and has a divertable capacity of 7 mgd. Measurement of total flow of Wailoa Ditch, including this and other intakes, is available from USGS gaging station 16602000 (Kauhikoa Ditch at Opana Weir near Huelo)” (Sept. 2008, State of Hawaii, PR-2008-01). It may be that “Wailole” was a transposed from Wailoa Ditch which the intake was fed from.

The board is made up of 11 residents and water experts from the four areas affected by the water licenses: Nāhiku, Ke‘anae, Honomanū and Huelo. It was created along with the East Maui Water Authority through a charter amendment passed by voters in 2022, in hopes that the county would eventually take over the East Maui water system.

“It’s completely feasible” for Maui County to manage the EMI system, Scheuer said, pointing out that water authorities across the U.S. have done similar things. He said Maui County already runs a complex water supply system that is highly regulated and “we should be able to run a system that was designed in part over 150 years ago.” When asked what Mahi Pono’s full ownership of EMI meant for the community, Scheuer said “it’s difficult to say.”

“Is a company that was headquartered in Hawai‘i a better company to negotiate and work with than a company that’s owned in a foreign country and runs from there?” Scheuer said. “Their local staff is great, but I am sure that people making the significant decisions are based in Canada.”

Gina Young, director of the East Maui Water Authority, saw A&B’s move as a positive sign.

“A&B’s decision to stop their pursuit of a 30-year water license for Mahi Pono is encouraging, but I am also hearing concerns about the continued lack of community input in decision making,” Young said in a statement. “People feel that if decisions are made outside of Hawai‘i and outside of the U.S., they will not be for our benefit.”

Young said during public meetings last week that negotiations with Mahi Pono over management of the system are still in the early stages.

She added that *“residents delivered a powerful reminder” during last week’s conversation series: “We live on an island. We can’t import water. What we have is all we have — and it’s up to us to manage it wisely and sustainably now. We may not get another chance.”*

**DECEMBER 17, 2018
PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
(Exhibit 10.1)**

**Alexander & Baldwin, LLC, Series R; Alexander & Baldwin, LLC, Series T (EMI Interests);
A & B Properties Hawaii, LLS Series; To: Mahi Pono Holding LLC**

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Agreement**”) is made as of December 17, 2018 (the “**Effective Date**”), by ALEXANDER & BALDWIN, LLC, SERIES R, a Series of a Delaware limited liability company (“**ABLR**”), ALEXANDER & BALDWIN, LLC, SERIES T, a Series of a Delaware limited liability company (“**ABLT**”), and A & B PROPERTIES HAWAII, LLC, SERIES R, a Series of a Delaware limited liability company (“**ABPHR**”, and collectively with ABLR and ABLT, “**Seller**”), and MAHI PONO HOLDINGS, LLC, a Delaware limited liability company (“**Buyer**”), with reference to the following facts:

A. ABLR and ABPHR own certain lands located on the Island of Maui, State of Hawaii, that are identified on the parcel list attached as **Schedule 1.1** as being owned by “ABL” or “ABPH”, respectively (the “**A&B Land**”). Portions of the A&B Land totaling approximately

4,076.809 acres that are identified on **Schedule 1.1** as “Restricted” are hereinafter referred to as the “**Restricted Land**”.

B. ABLT is the owner of one hundred percent of the membership interests (the “**EMI Membership Interests**”) in East Maui Irrigation Company, LLC, a Hawaii limited liability company (“**EMI**”), which owns certain lands located on the Island of Maui, State of Hawaii, that are identified on the parcel list attached as **Schedule 1.1** as being owned by “EMI” together with all Improvements thereon (the “**EMI Land**”).

C. ABLT is the owner of one hundred percent of the membership interests (the “**CMF Membership Interests**”) in Central Maui Feedstocks, LLC, a Hawaii limited liability company (“**CMF**”).

D. ABLT is the owner of one hundred percent of the membership interests (the “**Kulolio Membership Interests**”) in Kulolio Ranch, LLC, a Hawaii limited liability company (“**Kulolio**”). EMI, CMF and Kulolio are sometimes collectively referred to as the “**Operating Companies**” and each an “**Operating Company**”, and the EMI Membership Interests, CMF Membership Interests and the Kulolio Membership Interests are sometimes collectively referred to as the “**Membership Interests**.”

E. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the A&B Land, the Membership Interests and certain related rights, property and interests more particularly described below, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, Seller and Buyer agree as follows:

ARTICLE 1 PROPERTY

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1 A&B Land.

(a) All of ABLR and ABPHR’s respective right, title and interest in and to the A&B Land described on **Schedule 1.1**; [\[page 1\]](#)

(b) All rights, privileges, easements, rights-of-way and other interests of any kind that are appurtenant to the A&B Land, to the extent owned by Seller (all of which are collectively referred to as the “**Appurtenances**”); franchises, permits, tenant lists, advertising materials and other similar rights relating to the use and operation of the Real Property (all of which are collectively referred to as the “**Intangible Property**”), all of which shall be assigned to Buyer pursuant to a General Assignment in the form of **Exhibit B** attached hereto (the “**General Assignment**”);

(c) All buildings, improvements and fixtures located on the A&B Land, including, without limitation, all fixtures used in connection with the operation, use or occupancy thereof, such as irrigation systems, ditches, tunnels, siphons, pumps, aqueducts, wells and water systems (all of which are collectively referred to as the “**Improvements**”);

1.2 EMI Membership Interests. One hundred percent (100%) of the EMI Membership Interests (which shall be conveyed in two installments as more fully described in Section 1.16) and, by virtue of the transfer of the EMI Membership Interests, the business and personal property of EMI listed on **Schedule 1.2** (the “**EMI Assets**”) and the EMI Land listed on **Schedule 1.1**;

1.3 CMF Membership Interests. One hundred percent (100%) of the CMF Membership Interests and, by virtue of the transfer of the CMF Membership Interests, the business and personal property of CMF listed on **Schedule 1.3** (the “**CMF Assets**”);

1.4 Kulolio Membership Interests. One hundred percent (100%) of the Kulolio Membership Interests and, by virtue of the transfer of the Kulolio Membership Interests, the business and personal property of Kulolio listed on **Schedule 1.4** (the “**Kulolio Assets**”);

1.5 Personal Property. The tangible personal property owned by ABLR or ABPHR or their affiliates which is (i) located on or in the A&B Land or (ii) used in connection with their operations at the A&B Land in accordance past practice, including, without limitation, the machinery, vehicles, water collection, transmission and storage equipment, pumps and irrigation equipment, farming or office equipment, electrical power generation and transmission equipment, communications assets, furniture, furnishings, trailers, tools, plans and other tangible personal property listed on **Schedule 1.5(a)** and any property records pertaining thereto (including surveys, plans and specifications, engineering reports, documents and tenant records) (the “**Personal Property**”). The Personal Property shall also include the records in the possession of ABLR and ABPHR that fall within the categories of “**Transferred Records**” listed on **Schedule 1.5(b)**, but specifically excluding all records that fall within the categories of “**Retained Records**” listed on **Schedule 1.5(b)**. The Personal Property shall be conveyed to Buyer pursuant to a Bill of Sale in the form of **Exhibit A** attached hereto (the “**Bill of Sale**”);

1.6 Intangible Property. All of the right, title and interest of ABLR or ABPHR in any intangible personal property now or through the Closing Date (as defined in Section 9.2) owned by Seller and used in the use and operation of the Real Property including, without limitation, rights under certificates of occupancy and permits and all warranties or guarantees received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alteration of the Improvements or any reports or investigations, licenses, [\[page 2\]](#)

1.7 Leases & Licenses. The interest of ABLR or ABPHR as landlord or licensor under all leases, licenses and other occupancy agreements regarding the Real Property in effect on the Closing Date, including each of those existing and pending leases and licenses listed on **Schedule 1.7** (the “**Leases**”), and all their respective rights to security deposits or prepaid rent related thereto, all of which shall be assigned to Buyer by an Assignment of Leases and Security Deposits in the form of **Exhibit C** attached hereto (the “**Assignment of Leases**”);

1.8 Contracts. The interest of ABLR or ABPHR under the design contracts, farming contracts, construction contracts, subcontracts, utility contracts, water and sewer contracts of any nature, maintenance contracts, management contracts, and other contracts or agreements of any nature relating to the Real Property that are listed on **Schedule 1.8** (the “**Contracts**”), which are assignable by Seller and which shall be assigned to Buyer pursuant to the General Assignment;

1.9 Governmental Authorizations. To the extent assignable to Buyer, all of ABLR or ABPHR's rights in and to any approval, consent, license, permit, waiver, vested rights, entitlements, benefits, privileges, exemptions, variances or other authorization issued, granted, given or otherwise made available to them by any governmental agency or other body with respect to the ownership, use, development or operation of the A&B Land and the Improvements, including the permits, licenses, use permits, certificates of occupancy, and zoning and land use entitlements listed on **Schedule 1.9 ("Governmental Authorizations")**;

1.10 Intellectual Property. All of ABLR or ABPHR's interest in the trade names, marks, patents and other intellectual property relating to the A&B Land or Seller's operations thereon that are listed on **Schedule 1.10 (the "Intellectual Property")**;

1.11 West Maui Water Interests. All of Alexander & Baldwin, LLC, a Hawaii limited liability company ("**ABL**"), ABLR or ABPHR's interests in the agreements, easements, permits, approvals and other interests, including but not limited to those listed in **Schedule 1.11** that pertain to certain sources of irrigation water that are located in the West Maui Mountains (the "**West Maui Water Interests**"); and

1.12 East Maui Water Interests. All of ABL, ABLR and ABPHR interests in the agreements, permits, approvals and other interests, including, but not limited to, those listed in **Schedule 1.12** that pertain to certain sources of irrigation water located on lands in East Maui (the "**East Maui Water Interests**").

1.13 "Property" and "Real Property" Defined. All of the items described in Sections 1.1 to 1.12 above, inclusive, are hereinafter collectively referred to as the "**Property**". The items described in Section 1.1 are herein referred to collectively as the "**Real Property**".

1.14 Exclusions. Notwithstanding anything to the contrary in this Article 1, the term "**Property**" expressly excludes:

(a) The parcels of land listed on **Schedule 1.14(a)** that are referred as the "**Excluded Land**"; [\[page 3\]](#)

(b) Revocable Permit Nos. S-7263, S-7264 and S-7265 held by ABL or ABLT, as the case may be, which are not transferrable but shall be held by ABL or ABLT after Closing for the benefit of EMI as provided in the EMI Operating Agreement described below;

(c) All personal property or improvements owned by tenants or other users or occupants of the A&B Land;

(d) All rights with respect to any refund of taxes applicable to any period prior to the Closing Date;

(e) All rights to any insurance proceeds or settlements for events occurring prior to Closing (subject to Section 12.3 below);

(f) All of Seller's and the Operating Companies' respective interests in cash, securities, lender deposits and reserves and accounts receivable (except to the extent Seller receives proration therefor);

(g) All promissory notes relating to any Lease or Contract for accounts receivable arising solely prior to the Effective Date;

(h) All tradenames, marks, logos or other intellectual property not specifically listed on **Schedule 1.10**; and

(i) the Excluded Documents (as hereinafter defined).

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "**Purchase Price**") for the Property is TWO HUNDRED SIXTY SEVEN MILLION, FIFTY FIVE THOUSAND, THREE HUNDRED FIFTY ONE AND 39/100 U.S. DOLLARS (\$267,055,351.39). The Purchase Price is allocated as follows:

(a) A total of \$261,531,517.92 is allocated to the A&B Land (including all Improvements thereon), with the price allocations to each portion of such land being identified on **Schedule 1.1**;

(b) \$5,442,333.47 is allocated to the EMI Membership Interests (which shall be paid in two payments as described in Section 2.6 below);

(c) \$81,500.00 is allocated to the Kulolio Membership Interests;

(d) \$0.00 is allocated to the CMF Membership Interests; and [page 4]

(e) \$0.00 is allocated to the West Maui Water Interests.

2.2 Payment of Closing Price. No later than two (2) business days prior to the Closing Date, Buyer will deliver to Title Guaranty Escrow Services, Inc., Attn: Jeremy Trueblood, Escrow No. 18120092, as escrow holder ("**Escrow Holder**"), the Purchase Price less the Deferred EMI Price (the "**Closing Price**"), to be held in escrow pursuant to the terms of this Agreement.

2.3 Investment of Closing Price. Escrow Holder shall hold the Closing Price in accordance with the terms and conditions of this Agreement. Until it is released to Seller or returned to Buyer as provided herein, Escrow Holder shall invest the Closing Price in an interest-bearing account selected by Buyer. Except as provided in Section 2.5, all interest earned on the Closing Price shall be for the benefit of Buyer and shall be paid or credited to Buyer unless the Closing does not occur as a result of a default by Buyer.

2.4 Return of Closing Price. The Closing Price shall be non-refundable to Buyer, except in the event (i) this transaction fails to close because of Seller's breach of this Agreement and Buyer elects to terminate this Agreement, or (ii) any other failure of a Buyer condition to closing set forth herein that is not waived by Buyer.

2.5 Seller's Remedies. If the Closing (defined below) does not occur due to a Buyer default following satisfaction of all of the Closing Conditions in favor of Buyer, then Seller may

terminate this Agreement by written notice to Buyer, Escrow Holder and Title Company given at any time after Buyer shall have failed, for a period of five (5) days after written notice from Seller, to cure such default and, upon receipt of such notice of termination, Seller shall have all of its remedies at law or equity against Buyer.

2.6 Payment of the EMI Interests Price. On the Initial EMI Transfer Date (defined below), ABLT will convey fifty percent (50%) of the EMI Membership Interests (the “**Initial EMI Interests**”) to Buyer by an assignment in the form attached hereto as **Exhibit 2.6.1**, Escrow shall release to Seller from the Closing Price fifty percent (50%) of the total purchase price for the EMI Membership Interests, i.e. \$2,721,166.74 (the “**Initial EMI Price**”), and ABLT and Buyer will enter into an operating agreement governing the operation and management of EMI in the form attached hereto as **Exhibit D** (the “**EMI Operating Agreement**”). ABLT will transfer the remaining fifty percent (50%) of the EMI Membership Interests (the “**Remaining EMI Interests**”) to Buyer by an assignment in the form attached hereto as **Exhibit 2.6.2** and Buyer will pay to Seller the remaining fifty percent (50%) of the total purchase price for the EMI Membership Interests, i.e. \$2,721,166.73 (the “**Deferred EMI Price**”), concurrently with the first to occur of: (1) EMI’s execution of the State Leases as described in Section 2.7(d); (2) Seller’s payment of the Continuing Productivity Loss Rebate as provided in Section 2.7(b); (3) Seller’s payment of the Lease Failure Rebate as provided in Section 2.7(d); (4) a Buyer-Caused Lease Failure as

described in Section 2.7(f); (5) a sale or transfer after Closing of the Initial EMI Interests to an entity that is not owned and controlled by Buyer (a “**Buyer Subsidiary**”); or (6) a sale or transfer after Closing of all or substantially all of the EMI Land and EMI Assets to an entity that is not a Buyer Subsidiary; provided, however, in each case that Buyer shall be entitled to deduct from the Deferred EMI Price any amounts paid in connection with claims made by third parties regarding the ownership or use of the EMI Land or the East Maui water collection [page 5] and transmission systems operated by Seller or EMI, except that Buyer may not deduct costs of quiet title actions or claims initiated by Buyer, other than in response to claims or challenges initiated by others. Buyer may, at its option, purchase the Remaining EMI Interests for the Deferred EMI Price at any time prior to the execution of the State Leases, including in the event that (and prior to any closing where) all or substantially all of the assets of EMI are sold. ABLT will convey the Remaining EMI Interests to Buyer free and clear of any liens or charges. When the Remaining EMI Interests are transferred to Buyer, Seller shall be removed as a member of EMI and released from any further obligations under the EMI Operating Agreement or Section 2.7 below. This section will survive the Closing.

2.7 Rebates. In order to reflect the diminished value of the Property due to lost farm revenue and the reduced productivity potential of the Property expected to result if EMI or Seller is unable to legally deliver irrigation water sufficient for Buyer to fully implement its farming plan, Seller will rebate portions of the Purchase Price (collectively, the “**Rebates**”) as follows:

(a) Seller will make a one-time rebate to Buyer of Thirty-One Million Dollars (\$31,000,000) of the Purchase Price, and the Purchase Price shall be deemed to be reduced by \$31,000,000 (the “**Initial Productivity Loss Rebate**”), if at any time prior to the earlier of (i) the date State Leases are obtained as provided in Section 2.7(d) below or (ii) eight (8) years after the Closing Date: (x) EMI or Seller is legally prohibited from delivering the Minimum Water Amount (defined below) to Buyer, and (y) the amount of water that EMI is then not legally

prohibited from delivering to Buyer is less than Buyer's actual surface water need at that time, as determined by Buyer in its sole discretion, exercised in good faith, to meet the irrigation requirement of its then existing crops or crops planned for the upcoming 24 months in the area served by East Maui surface water (a "**Productivity Loss Event**"). EMI's inability to deliver water in the Minimum Water Amount solely due to a major casualty or events beyond human control such as earthquakes, droughts or natural disasters that impair EMI's operations shall not be considered a Productivity Loss Event.

(b) On the date one year after the initial Productivity Loss Event described in subsection (a) (the "**Initial Productivity Loss Event**"), Seller will rebate to Buyer an additional Thirty-One Million Dollars (\$31,000,000) of the Purchase Price, and the Purchase Price shall be deemed to be reduced by \$31,000,000 (the "**Continuing Productivity Loss Rebate**"), for a total reduction in the Purchase Price of \$62,000,000, unless by that date the Initial Productivity Loss Event is cured. If a Continuing Productivity Loss Rebate is paid pursuant to this subsection (b) or the following subsection (c), the payment obligations set forth in this Section 2.7 shall be deemed satisfied and Seller shall have no further obligation to pay any further Rebate or seek the State Leases; provided, however, that Seller shall take any and all action reasonably necessary at that time in order for Buyer and EMI to continue to seek and obtain the State Leases without further involvement by Seller.

(c) If the Initial Productivity Loss Event is cured within one (1) year as provided in subsection (b) but at any time after such cure a Productivity Loss Event occurs again, Seller will immediately pay Buyer the Continuing Productivity Loss Rebate, for a total reduction in the Purchase Price of \$62,000,000. Such Continuing Productivity Loss Rebate will not be refunded to Seller even if such second Productivity Loss Event is thereafter cured. [\[page 6\]](#)

(d) As set forth in the EMI Operating Agreement, ABLT and Buyer, through EMI, will jointly continue the existing process to secure long-term leases from the State for EMI for collection and transmission of surface water from State-owned lands in East Maui for use in and through EMI's water system to deliver water to Buyer for irrigation use in Central Maui and Upcountry Maui (collectively, the "**State Leases**"). Seller will rebate to Buyer Thirty-One Million Dollars (\$31,000,000) of the Purchase Price, and the Purchase Price shall be deemed to be reduced by \$31,000,000 (the "**Lease Failure Rebate**"), if within five (5) years of the Closing Date (the "**State Lease Deadline**") State Leases are not executed between EMI or a related entity controlled by Buyer or EMI and the State which would authorize the delivery of at least the Minimum Water Amount to Buyer provided that the State Lease Deadline shall be extended at Seller's request from time to time for up to a maximum of an additional three (3) years in the aggregate to the extent the process for obtaining the State Leases (including the State's acceptance of the required Environmental Impact Statement) or execution is delayed by reasons not in the control of the parties, so long as Seller continues to use commercially reasonable efforts to obtain the State Leases.

(e) The Lease Failure Rebate shall be in addition to any Initial Productivity Loss Rebate paid pursuant to Section 2.7(a), i.e., a total Purchase Price reduction of \$62,000,000.

(f) Lease rent and other terms of the State Leases will be established by the State and via the lease auction. If Buyer reasonably determines that the noneconomic terms of the State Leases render the State Leases commercially unviable for purposes of implementing its farming plan, and if for that reason Buyer refuses to authorize EMI to sign the State Leases and permanently terminates pursuit of the State Leases, Buyer shall be entitled to the Lease

Failure Rebate. However, no Lease Failure Rebate will be payable if the failure to obtain qualifying State Leases was solely caused by a material uncured breach by Buyer of its obligations under the EMI Operating Agreement to cooperate in seeking the State Leases or to pay its 50% share of the expenses related to obtaining the State Leases (a “**Buyer-Caused Lease Failure**”).

(g) Once EMI and the State sign the State Leases and ABLT sells the Remaining EMI Interests to Buyer, all Rebate obligations under Section 2.7 will end and Seller shall be removed as a member of EMI and released from any further obligations under the EMI Operating Agreement.

(h) Seller’s total obligation to pay Rebates to Buyer shall not under any circumstance exceed the total amount of \$62,000,000.00. Buyer acknowledges that, except as specifically provided in this Section 2.7 (or in accordance with Section 7.2, with respect to the breach of any representation, warranty or covenant herein), it has freely and voluntarily accepted and assumes all risk of the availability of irrigation water for the A&B Land. Accordingly, except as specifically provided in this Section 2.7, Buyer waives any and all claims against Seller for losses, damages, expenses, liabilities, diminution in value of the Property or other losses, costs and expenses of any kind that Buyer may suffer or incur if its access to irrigation water is impaired, diminished or blocked for any reason whatsoever.

(i) This Section 2.7 will survive Closing and Seller’s obligation to pay Rebates shall be covered by the Parent Guaranty. [\[page 7\]](#)

2.8 Guaranty of Rebates. Seller’s obligation to pay the Rebates and certain other obligations of Seller provided herein will be guaranteed by Seller’s ultimate parent entity, Alexander & Baldwin, Inc., a Hawaii corporation (“**ABI**”), pursuant to a guaranty in the form attached hereto as **Exhibit E** (the “**Parent Guaranty**”). The Parent Guaranty shall require ABI to provide notice to Buyer if the Consolidated Total Net Assets as of the last day of any fiscal quarter for which financial statements are available fall below \$1,000,000,000. If the Consolidated Total Net Assets as of the last day of any fiscal quarter for which financial statements are available fall below \$900,000,000, ABI shall immediately provide to Buyer a “clean” and irrevocable and unconditional standby letter of credit (the “**Letter of Credit**”) in the amount of \$62,000,000 (or \$31,000,000 if the Initial Productivity Loss Rebate has been paid) drawn on a national bank which is a member of the New York Clearinghouse and which is acceptable to Buyer in its reasonable discretion (the banks listed on **Schedule 2.8** being deemed acceptable), or such other collateral acceptable to Buyer in its reasonable discretion, such as first deeds of trust on real property acceptable to Buyer in its reasonable discretion, with a value equal to at least the required amount of the Letter of Credit, which deeds of trust shall be in form and substance acceptable to Buyer in its reasonable discretion. If Seller pays the Initial Productivity Loss Rebate after the Letter of Credit has been issued, upon such payment the required amount of the Letter of Credit shall be reduced to \$31,000,000. Any Letter of Credit shall have an initial term of at least one (1) year and shall secure the Parent Guaranty of Seller’s obligation to pay Rebates in accordance with the terms of this Agreement and the terms of the Parent Guaranty. If ABI shall fail to pay Buyer in full any amount due under the Parent Guaranty that is secured by the Letter of Credit, Buyer shall be entitled to draw the unpaid amount due on the Letter of Credit, without notice to ABI. Further, if thirty (30) days prior to the expiration of the term of the Letter of Credit ABI has not provided Buyer with a replacement Letter of Credit or with alternate security reasonably acceptable to Buyer, Buyer may draw the full amount of the Letter of Credit and hold such funds as security for ABI’s performance of its obligations

under the Parent Guaranty that are secured by the Letter of Credit. If ABI provides deeds of trust as security for the Parent Guaranty, Seller shall provide an ALTA title insurance policy or policies in favor of Buyer insuring Buyer's interest as beneficiary under such deeds of trust which shall be issued by a title insurance company and which shall otherwise be in form and substance reasonably satisfactory to Buyer. Seller shall pay all costs in connection with the delivery and maintenance of such security, including all title insurance premiums and recording costs in connection with such deeds of trust. ABI's obligations to provide the Letter of Credit or other collateral shall terminate when Seller's obligation to pay the Rebates terminates, whereupon any Letter of Credit or other security for the Parent Guaranty shall be automatically released and returned to ABI. As used in this Section, "**Consolidated Total Net Assets**" means the consolidated total assets of ABI and its subsidiaries net of current liabilities and long-term liabilities, in each case, determined in accordance with GAAP as reported on ABI's Form 10-Q or Form 10-K, as the case may be, filed with the Securities and Exchange Commission. [page 8]

ARTICLE 3 TITLE TO PROPERTY

3.1 Title to Real Property. Prior to the Effective Date, Buyer has secured from Title Guaranty of Hawaii, LLC (the "**Title Company**") commitments (collectively, the "**Title Commitment**") to issue to Buyer at Closing ALTA Owner's Policies of Title Insurance insuring title to portions of the Real Property, in form and content and including endorsements satisfactory to Buyer (collectively, the "**Title Policy**"). Seller shall provide customary affidavits regarding unrecorded leases, construction liens, subdivisions and covenant violations and other customary matters that are required by the Title Company to issue the Title Commitment and Title Policy and to omit standard exceptions relating to real estate taxes (excluding rollback taxes), unrecorded mechanics liens and "gap" liability, but Seller shall not otherwise be required to issue any indemnities, assurances, warranties or guaranties to induce issuance of the Title Policy. For all portions of the A&B Land that the Title Company commits to insure under the Title Commitment, ABLR and ABPHR shall convey to Buyer fee simple title by limited warranty deeds in the form attached hereto as **Exhibit F** (the "**Deed**"), subject only to the Permitted Exceptions, as further defined below, and the Leases and any and all recorded easements, covenants, agreements and other documents provided for in this Agreement. At the Closing, ABLR and ABPHR shall convey to Buyer all of their right, title and interest in all other portions of the A&B Land by quitclaim deeds, and Seller shall cause any affiliated entities holding title to any of the Property to convey to Buyer all of their right, title and interest in all other portions of the Property by quitclaim deeds, bills of sale or assignments, as applicable. Land shall be described in the Deeds or quitclaim deeds by the best property descriptions available without having to survey the land or otherwise incur material expense, which may include describing some such properties in the quitclaim deeds by their Tax Map Key Numbers. After Closing Seller shall upon request provide Buyer any and all records and documents of any kind or nature in Seller's possession or control to assist Buyer in obtaining clear title to the Real Property.

3.2 A&B Land Carve-Outs. Seller shall retain fee simple title to portions of certain parcels within the A&B Land that are identified on **Schedule 3.2** (the "**Carve-Out Parcels**"). Prior to or at Closing Seller shall subject each of the Carve-Out Parcels to a condominium declaration (each, a "**CPR Declaration**") pursuant to which a condominium property regime is established (each, a "**Condominium**"). Each Condominium shall contain one or more condominium units containing the land area identified on **Schedule 3.2** that is to be retained

by Seller, with the remaining land area to be transferred to Buyer. Prior to the Effective Date, Seller and Buyer have approved the forms of CPR Declarations and associated condominium map for each of the Carve-Out Parcels. At Closing, Buyer shall be conveyed only the unit(s) within each such Condominium that contain the land area that is not designated for Seller's retention on **Schedule 3.2**. Each CPR Declaration and condominium map may not be modified without Buyer's consent. Seller shall pay all expenses relating to the condominium process, excluding Buyer's legal fees. Promptly after Closing Seller shall at its expense commence and exercise commercially reasonable efforts to complete the subdivision of each parcel subject to a CPR Declaration, and Buyer shall cooperate in each such subdivision, all in accordance with Section 18 of each CPR Declaration. Notwithstanding the foregoing, the parties acknowledge that it is not feasible at this time to subdivide the portion of the Property identified by Tax Map Key No. [page 9] (2) 2-5-3-31 that is subject to a CPR Declaration and therefore, in accordance with Section 18 of its CPR Declaration, that property shall not be subdivided until such time as subdivision become feasible. Buyer and Seller shall each pay fifty percent (50%) of the reasonable fees and costs of outside surveyors Seller retained to prepare Condominium maps necessary to form the Condominiums.

3.3 A&B Exclusive Easement Reservations. Seller shall retain exclusive easements over portions of certain parcels within the A&B Land that are identified on **Schedule 3.3** (the "**A&B Exclusive Easements**") which Seller shall record prior to Closing. Prior to the Effective Date, Seller and Buyer have approved the forms of A&B Exclusive Easements.

3.4 Easements for the Benefit of the Excluded Land. Prior to the Effective Date, Buyer and Seller have approved the easements for the benefit of the Excluded Land over the A&B Land identified on **Schedule 3.4** that shall be recorded prior to Closing for utilities, drainage, access, view planes, building setbacks and other purposes (the "**Excluded Land Easements**").

3.5 Easements Over the Excluded Land. Prior to the Effective Date, Buyer and Seller have approved the easements for the benefit of the Real Property and the EMI Land over the Excluded Land identified on **Schedule 3.5** that shall be recorded prior to Closing for utilities, drainage, access, building setbacks and other purposes (the "**New Appurtenant Easements**").

3.6 Post-Closing Easements. If after Closing Buyer identifies any additional New Appurtenant Easements or comparable rights that it reasonably requires over the Excluded Land in order to own and operate the Real Property or the EMI Land, or if after Closing Seller identifies any additional Excluded Land Easements or comparable rights that it reasonably requires over the Real Property or the EMI Land in order to own and operate the Excluded Land, then the parties and their affiliates shall cooperate reasonably and in good faith to create, review, approve and record such easements or comparable rights without charge to the other as reasonably required for the future use, development and operation of the Real Property, the EMI Land or the Excluded Land, respectively, provided that neither party shall be required to impose such easements or other rights on its lands if doing so would materially impair its use of its lands or require it to incur material expense or liability. Seller shall pay all reasonable expenses relating to the easement creation process, excluding Buyer's legal fees. This Section 3.6 shall survive Closing and remain in effect with respect to the Real Property, the EMI Land and the Excluded Land so long as they are owned by Buyer and Seller, respectively, or their respective affiliates and subsidiaries.

3.7 Restriction on Restricted Land. The Restricted Land will be conveyed to Buyer subject to a recorded grant of agricultural conservation easement in the form attached hereto as **Exhibit I** (the “**Restricted Land Easement**”), which will prohibit the development of the Restricted Land for non-agricultural uses without Seller’s consent for a period of twelve (12) years after the Closing Date.

3.8 USFWS Indemnity. Seller shall indemnify and defend Buyer for any claim made by the US Fish and Wild Life Service (“**USFWS**”) for breach of title warranties in the conservation easement given by Seller to USFWS with respect to TMK (2)-8-005-002. This indemnity shall survive Closing and shall be included in the Parent Guaranty. [page 10]

3.9 Title to Other Property. At the Closing, Seller shall transfer title to all of the Personal Property, Intangible Property, Membership Interests and Intellectual Property free and clear of all liens and encumbrances made or suffered by Seller or its predecessors in interest.

ARTICLE 4 DUE DILIGENCE REVIEW

4.1 Due Diligence Materials; Confidentiality. Prior to the Effective Date, Seller has delivered or made available to Buyer through an electronic data room copies of any and all documents, maps, reports and agreements material to Buyer’s investigation of the Property, the EMI Land, the EMI Assets, the CMF Assets, and the Kulolio Assets, including without limitation documents listed on **Schedule 4.1**, to the extent in Seller’s possession or control (the “**Due Diligence Materials**”); *provided, however*, that the Due Diligence Materials shall not include, and Seller shall have no obligation to make available to Buyer, Seller’s company records (other than company records of EMI, CMF and Kulolio), business plans, internal memoranda (including any internal evaluations of third-party reports concerning the Property), financial projections, budgets, appraisals, valuations, opinions of value, any agreements and documents which Seller is required to keep confidential pursuant to any agreement unless the same will bind Buyer, accounting and tax records (exclusive of real property tax records), communications between Seller and its attorneys, the work product of Seller’s attorneys, and similar proprietary, confidential or privileged information (collectively, the “**Excluded Documents**”). Buyer acknowledges that Seller owned and operated the Property as a sugar cane plantation for over 100 years and that Seller also has owned and operated and currently owns and operates many other properties, businesses and developments. As a result, Seller has an enormous volume of documents and files in its possession with respect to the Property and many other properties and businesses that Seller has owned and operated over that period, and that Seller cannot practicably search all of those documents and files for all Due Diligence Materials that may be responsive to Buyer’s due diligence requests. Nevertheless, Seller will use commercially reasonable efforts to deliver all Due Diligence Materials in Seller’s possession or control which are relevant to Buyer’s due diligence regarding its acquisition of the Property. Accordingly, the Due Diligence Materials that are provided by Seller to Buyer are being furnished without representation or warranty as to the accuracy or completeness of such Due Diligence Materials, except as provided in this Agreement. Prior to Closing, if Seller obtains additional items that fall within the definition of Due Diligence Materials or Buyer identifies any other documents in Seller’s possession or control or reasonably available to Seller which it deems relevant to its analysis of its investment in the Property, Seller shall promptly deliver such items to Buyer.

4.2 Due Diligence Review; Physical Inspection. Buyer acknowledges that prior to the Effective Date Buyer has had the opportunity to review the Due Diligence Materials and investigate and review the soil, water, environmental, regulatory, legal, economic, financial, mechanical, utilities, permitting, regulatory, utility, hazardous substances and other characteristics of the Property. At all times up to the Closing Date, provided this Agreement has not been terminated, Buyer shall continue to have the right to physically inspect the Real [page 11] Property and the EMI Land pursuant to the terms and conditions of this paragraph. Buyer's inspections shall be conducted in a manner to minimize interference with operations and disturbance of tenants. Any of Buyer's investigations, tests and acts will be at Buyer's sole cost and expense, and Buyer will indemnify, defend and hold Seller and the Real Property and the EMI Land free and harmless from and against any liens, claims, losses, liabilities, damages, legal fees and costs, including without limitation claims for personal injury, death or property damage, arising out of or in connection with the entry by Buyer and its agents and consultants onto the Real Property and the EMI Land and any such tests and acts. This Section will survive the Closing or the termination of this Agreement.

4.3 Leases & Contracts. After the Effective Date and until Closing, Seller may not, and may not permit the Operating Companies to, enter into new Leases and Contracts or modify, renew or terminate any of the existing Leases and Contracts without the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned or delayed.

4.4 **"AS IS" SALE.** BUYER AGREES THAT BUYER SHALL TAKE THE PROPERTY "AS-IS," "WHERE-IS," AND WITH ALL FAULTS AND CONDITIONS THEREON, SUBJECT ONLY TO THE EXPRESS REPRESENTATIONS, WARRANTIES, INDEMNITIES AND GUARANTIES SET FORTH HEREIN OR IN ANY OF THE TRANSACTION DOCUMENTS (DEFINED BELOW). ANY DUE DILIGENCE MATERIALS OR OTHER WRITTEN INFORMATION OR DISCLOSURES (COLLECTIVELY, THE "**DISCLOSURES**") PROVIDED OR MADE TO BUYER OR ITS CONSTITUENTS BY SELLER OR ANY OF SELLER'S EMPLOYEES OR REPRESENTATIVES CONCERNING THE CONDITION OF THE PROPERTY, ITS SUITABILITY FOR BUYER'S INTENDED USES, THE AVAILABILITY OF WATER, THE PRESENCE OR REMEDIATION OF HAZARDOUS MATERIALS OR COMPLIANCE WITH HAZARDOUS MATERIALS LAWS (EACH AS DEFINED IN SECTION 12.14 BELOW), OR ANY OTHER MATTER PERTAINING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR BUYER'S FUTURE USE OF THE PROPERTY SHALL NOT BE REPRESENTATIONS OR WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN OR IN ANY OF THE TRANSACTION DOCUMENTS. BUYER SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS, WARRANTIES, INDEMNITIES AND GUARANTIES SET FORTH HEREIN AND IN ANY OF THE TRANSACTION DOCUMENTS. BUYER ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE REPRESENTATIONS, WARRANTIES, INDEMNITIES AND GUARANTIES SET FORTH HEREIN OR IN ANY OF THE TRANSACTION DOCUMENTS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT

LIMITATION, ITS SOIL AND GEOLOGY, (B) THE AVAILABILITY OF WATER FOR PURPOSES OF IRRIGATING THE PROPERTY OR FOR ANY OTHER USE, INCLUDING WITHOUT LIMITATION THE PERMITS, APPROVALS AND OTHER MATTERS WHICH BUYER MAY NEED TO SECURE OR UNDERTAKE IN ORDER TO PRESERVE, SECURE [page 12] OR DEVELOP EXISTING OR NEW SOURCES OF WATER, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY INCLUDING WITHOUT LIMITATION ZONING AND SUBDIVISION, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN OR IN ANY OF THE TRANSACTION DOCUMENTS REGARDING HAZARDOUS MATERIALS OR COMPLIANCE WITH HAZARDOUS MATERIALS LAWS.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN ANY OF THE TRANSACTION DOCUMENTS, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER (FOR ITSELF AND ON BEHALF OF ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER (INCLUDING ANY BUYER AFFILIATE OR SUBSIDIARY TAKING TITLE TO ANY PORTION OF THE PROPERTY (A "BUYER AFFILIATE" AT CLOSING)) HEREBY WAIVES, RELEASES AND AGREES NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION, INDEMNIFICATION, ABATEMENT OR REMEDIAL ACTION OR OTHER ACTION OR CLAIM AGAINST SELLER OR SELLER'S AFFILIATES BASED ON (A) THE PRESENCE OR ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY HAZARDOUS MATERIALS, CHEMICAL, OR ANY OTHER MATERIAL WHATSOEVER, ON, AT OR TO THE PROPERTY OR ANY AQUIFERS OR OTHER GROUNDWATER RESOURCES LOCATED ON THE PROPERTY, AND, EXCEPT AS EXPRESSLY PROVIDED IN THE EMI OPERATING AGREEMENT, THE EMI LAND OR ANY AQUIFERS OR OTHER GROUNDWATER RESOURCES LOCATED ON THE EMI LAND (COLLECTIVELY, "**ENVIRONMENTAL CONDITIONS**"), OR (B) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON OR UNDER THE PROPERTY, EXCEPT FOR CLAIMS BASED UPON (1) A BREACH OF ANY EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN OR IN ANY OF THE TRANSACTION DOCUMENTS EXPRESSLY ADDRESSING HAZARDOUS MATERIALS AND/OR HAZARDOUS MATERIALS LAWS, (2) EXPRESS INDEMNITIES UNDER THE CPR DECLARATIONS OR UNDER THE A&B EXCLUSIVE EASEMENTS, (3) A BREACH OF SELLER'S REPRESENTATION AND COVENANTS IN SECTION 12.14 (ENVIRONMENTAL MATTERS), OR (4) EXPRESS INDEMNITIES AND GUARANTIES CONTAINED HEREIN OR IN ANY OF THE TRANSACTION DOCUMENTS.

WITHOUT LIMITATION UPON BUYER'S RIGHT TO RELY ON THE EXPRESS REPRESENTATIONS, WARRANTIES, INDEMNITIES AND GUARANTIES CONTAINED HEREIN OR IN ANY OF THE TRANSACTION DOCUMENTS, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE [page 13] PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF CURATIVE ACTION TO BE

TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON THE PROPERTY OR, EXCEPT AS PROVIDED IN THE EMI OPERATING AGREEMENT, THE EMI LAND, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES WITH RESPECT THERETO. EXCEPT AS OTHERWISE PROVIDED HEREIN AND IN ANY OF THE TRANSACTION DOCUMENTS, UPON CLOSING, BUYER (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER) SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER), UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S AFFILIATES) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S AFFILIATES) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN DESIGN OR CONSTRUCTION, OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, LIABILITIES EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT FOR BREACHES BY SELLER OF THE EXPRESS PROVISIONS OF THIS AGREEMENT OR ANY OF THE TRANSACTION DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS AGREEMENT.

Buyer's Initials: /s/ RRP

4.5 Confidentiality. All Due Diligence Materials and other information provided to or obtained by Buyer with respect to the Property and this transaction is subject to the Nondisclosure Agreement dated February 26, 2018, between ABLR and Trinitas Partners, LLC (the "**Nondisclosure Agreement**"), which is incorporated herein by reference and which Buyer accepts and agrees to be bound by as if Buyer had originally been a party to it.

4.6 Inapplicability and Waiver of Certain Statutory Provisions. Seller and Buyer acknowledge and agree that the transaction contemplated by this Agreement is not subject to the provisions of Hawaii Revised Statutes Chapters 484, 508D or 514B Parts IV and V or of 15 U.S. Code Chapter 42 (collectively, the "**Real Estate Registration and Sales Laws**"). Buyer hereby freely and voluntarily waives any claim that this transaction is subject to the Real Estate Registration and Sales Laws or that Buyer is entitled to any remedies thereunder, and Buyer hereby agrees to indemnify, defend and hold Seller harmless from any expenses, costs, liabilities, attorneys' fees or damages that Seller incurs if Buyer asserts any claims to the contrary. This Section shall survive Closing. [page 14]

ARTICLE 5 TITLE AND SURVEY

5.1 Title Exceptions. Seller has provided Buyer with certain existing title reports in Seller's possession regarding portions of the Real Property. Prior to the Effective Date, Buyer by letter dated October 8, 2018, requested that Seller take certain actions with respect to matters shown in those title reports (the "**Initial Title Objections**"). Seller responded by letter dated October 31, 2018 (the "**Seller Title Objection Response**") and the Title Commitment was thereafter issued by the Title Company. If the Title Company adds or Buyer discovers, prior to Closing, any new title exceptions or requirements (a) that are Mandatory Cure Exceptions (as defined below), (b) that are caused or consented to by Seller or any of its agents or affiliates after the date of the Title Commitment, or (c) that in Buyer's reasonable opinion are reasonably certain to materially impair Buyer's ownership and use of the Property as a whole for Buyer's intended use, then Buyer shall notify Seller of any such exceptions or requirements to which Buyer objects (the "**Additional Title Objections**") within three (3) days of Title Company's notification or Buyer's discovery of such exception or requirement, and in any event no later than three (3) days prior to the Closing. All such exceptions or requirements to which Buyer does not so object shall be deemed "**Permitted Exceptions**". In addition, and notwithstanding anything contained herein to the contrary, and except for exceptions that Seller expressly agreed to remove in the Seller Title Objection Response, the following shall be Permitted Exceptions: (a) the reservation to the State of Hawaii of mineral and water rights of any nature; (b) the lien of all ad valorem real property taxes and assessments, general, special and/or rollback, not yet due and payable as of the Closing Date; (c) applicable zoning and building ordinances and land use regulations, now or hereafter in effect relative to the Real Property; (d) discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey, archaeological study or physical inspection of the Real Property would disclose; (e) any and all existing roadways, trails, easements, rights of way, flumes and irrigation ditches; (f) claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes; (g) any exceptions caused by Buyer, its agents, representatives or employees; and (h) all exceptions contained in the Title Commitment. Buyer acknowledges that title reports or commitments are not available for every parcel included within the Real Property, and the absence of such reports or commitments alone is not grounds for Buyer to assert any title objections. Further, Buyer acknowledges that certain portions of the Real Property are known to have broken or otherwise uninsurable title, and that notwithstanding any objections Buyer may have or anything to the contrary herein Seller will not be undertaking any efforts to make title to such portions insurable, and all such portions shall be conveyed at Closing by quitclaim deed without warranties of title.

5.2 Curing of Title Exceptions. If Buyer notifies Seller of any Additional Title Objections, Seller shall have the following options:

(a) Mandatory Cure Exceptions. If the Initial Title Objections or Additional Title Objections pertain to portions of the Real Property that the Title Company commits to insure under the Title Commitment and are (i) money judgments, taxes (other than taxes which are subject to proration pursuant to this Agreement), or inchoate or perfected mechanics or [page 15](#) materialman's liens, (ii) mortgages or other monetary liens, including third party financing liens, or (iii) matters Seller is otherwise obligated to cure or deliver pursuant to this

Agreement, then Seller shall be required to remove such exceptions (the “**Mandatory Cure Exceptions**”) from the Title Commitment by taking the actions necessary to have the Mandatory Cure Exceptions satisfied, deleted or insured over by the Title Company, or transferred to bond so that the Mandatory Cure Exceptions are removed from the Title Commitment and Buyer’s Title Policy at or before Closing.

(b) Optional Cure Exceptions. With regard to all Additional Title Objections which are not Mandatory Cure Exceptions (the “**Optional Cure Exceptions**”), Seller shall have the option, but not the obligation, to take the actions necessary to have the Optional Cure Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Optional Cure Exceptions are removed from the Title Commitment and Buyer’s Title Policy at or before Closing. If Buyer notifies Seller of any Additional Title Objections which are Optional Cure Exceptions,

Seller shall provide Buyer with written notice of its election as to whether or not it will cure the Optional Cure Exceptions within three (3) days after Seller’s receipt of Buyer’s notice of any Optional Cure Exceptions, and in any event no later than three (3) days prior to Closing. If Seller notifies Buyer that it will not attempt to cure the Optional Cure Exceptions, Buyer shall have the option to either proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price (in which case such accepted Optional Cure Exceptions will be deemed Permitted Exceptions), or to terminate this Agreement. In the event Buyer elects to terminate this Agreement, the Closing Price shall be returned to Buyer and neither Buyer nor Seller shall have any further rights or obligations hereunder.

5.3 Survey. No ALTA survey or ALTA survey update of the Property (the “**Survey**”) has been done in connection with this transaction. Any matter which would be shown by such a Survey shall be a Permitted Exception.

ARTICLE 6 APPROVALS

6.1 Seller’s Approvals. Seller represents to Buyer that, prior to the Effective Date, Seller received all of Seller’s internal approvals necessary to consummate and close this transaction in accordance with the terms of this Agreement.

6.2 Buyer’s Approvals. Buyer represents to Seller that, prior to the Effective Date, Buyer received all of Buyer’s internal approvals and any other approvals necessary for Buyer to fund, consummate and close this transaction in accordance with the terms of this Agreement.

6.3 No Other Approvals. Closing is not subject to or contingent on any third party or governmental approvals. [\[page 16\]](#)

ARTICLE 7 BUYER’S REMEDIES

7.1 Buyer’s Remedies for Seller’s Failure to Close. Notwithstanding anything to the contrary contained in this Agreement, if Closing does not occur due to a Seller default, then Buyer may, as Buyer’s sole and exclusive remedy hereunder and at Buyer’s option, either (a) terminate this Agreement by written notice to Seller, Escrow Holder and Title Company

given at any time after Seller shall have failed, for a period of five (5) days after written notice from Buyer, to cure such default and, upon receipt of such notice of termination, Escrow Holder shall refund the Closing Price to Buyer and, if Seller's default was the result of Seller's intentional and willful act or failure to act, Seller shall reimburse Buyer for all of its actual, documented, out-of-pocket costs paid to non-affiliated third parties in connection with this Agreement, up to a maximum aggregate amount of \$1,000,000.00, whereupon neither party shall have any rights or obligations under this Agreement, except for those obligations which expressly survive Closing, or (b) upon notice to Seller not more than thirty (30) days after the originally scheduled Closing Date, and provided an action is filed within thirty (30) days thereafter, Buyer may seek specific performance of Seller's obligation to convey the Property, but not damages; provided, however, solely in the event that Buyer elects to proceed under this clause (b) and, despite Buyer's commercially reasonable efforts related thereto, specific performance is not available, Buyer may terminate this Agreement, whereupon (i) Escrow Holder shall refund the Closing Price to Buyer, (ii) if Seller's default and/or the unavailability of specific performance was the result of Seller's intentional and willful act or failure to act, Seller shall be obligated to pay to Buyer an amount equal to Buyer's actual, documented, out-of-pocket costs paid to non-affiliated third parties in connection with this Agreement, and (iii) neither party shall have any rights or obligations under this Agreement, except for those obligations which expressly survive Closing. Buyer's failure to seek specific performance as aforesaid shall constitute its election to proceed under clause (a) above.

7.2 Buyer's Remedies After Closing.

(a) Subsequent Transfer Default. If Seller fails to effectuate the Subsequent Transfers pursuant to Section 9.2(b) following the Closing (defined below) and Seller fails, for a period of five (5) days after written notice from Buyer, to cure such failure ("**Subsequent Transfer Default**"), Buyer shall have all of its remedies at law or equity against Seller. This Section 7.2(a) shall survive the Closing.

(b) Escrow Holdback; Appointment of Escrow Holder; Term. At Closing, Seller shall deposit with Escrow Holder the sum of \$7,500,000.00 (the "**Holdback Amount**") to pay any debts, obligations or liabilities Seller may have to Buyer after Closing, excluding the obligation to pay the Rebates (the "**Post-Closing Obligations**"), that arise pursuant to or in connection with Seller's breach of the representations, warranties, indemnifications, covenants or other obligations of Seller under this Agreement or any document signed and delivered by Seller to Buyer at Closing (collectively, the "**Transaction Documents**"). Seller and Buyer hereby appoint and designate Escrow Holder to hold, administer, and disburse the Holdback Amount from the Closing Date until the first anniversary of the Closing Date (the "**Holdback Period**"), and Escrow Holder accepts such appointment. The Holdback Amount shall be placed in one or [\[page 17\]](#) more interest-bearing FDIC insured accounts (the "**Holdback Account**"). If Buyer incurs any cost, expense, damage or liability with respect to any of Seller's Post-Closing Obligations that individually or in the aggregate exceed the Floor Amount defined in Section 7.2(c), Buyer shall have the right, but not the obligation, to require payment from Escrow Holder out of the Holdback Account for the amount of any such costs, expense, damage or liabilities that exceed the Floor Amount. To draw on the Holdback Account, Buyer must send written request for payment to Escrow Holder and Seller detailing the amount payable and including supporting documentation of the amount requested in reasonable detail. Seller hereby irrevocably instructs Escrow Holder to pay Buyer any undisputed amounts that Buyer requests in accordance with the preceding

sentence out of the Holdback Account no more than five (5) Business Days of receipt of a Buyer's written request, provided that unless Seller approves such payment in writing within such 5-Business Day period Escrow Holder shall only pay the portion (if any) to which Seller approves in writing, and shall continue to hold the balance of the requested payment until its disposition is resolved by mutual written instructions of the parties or final, non-appealable court judgment. If Seller fails to instruct Escrow Holder within such five (5) Business Day period, Escrow Agent shall disburse the full amount requested by Buyer. Any fees of Escrow Holder for establishing and administering the Holdback Account shall be paid by Buyer. The Holdback Amount, or any remaining portion thereof, shall be remitted to Seller upon expiration of the Holdback Period, provided however that if any Buyer claims for reimbursement are pending or unresolved at such time, Escrow Holder shall withhold 120% of the amount of any such claims pursuant to the terms of this Section 7.2(b) until such claims are paid in full or resolved by mutual agreement of the parties or final court judgment. Escrow Holder at its sole discretion may file a suit in interpleader in any court having jurisdiction in the matter for the purpose of having the respective rights of the disputing parties adjudicated and may deposit with the court any or all monies held hereunder with deductions for Escrow Holder's attorney's fees and costs. Upon institution of such interpleader suit or other action, depositing such money with the court, and giving notice thereof to the parties thereto by personal service or in accordance with the order of the court, Escrow Holder shall be fully released and discharged from all further obligations hereunder with respect to the monies so deposited. This Section 7.2(b) shall survive the Closing and Seller's obligations under this Section 7.2(b) shall be covered by the Parent Guaranty.

(c) Limitations of Seller's Liability. The representations and warranties of Seller in Section 10 or elsewhere in this Agreement are intended to and shall remain true and correct as of the Closing Date (and with respect to the representations and warranties related to EMI until the Initial EMI Transfer Date), and shall survive the Closing and transfer of title to the Property until the fifth anniversary of the Closing Date with respect to any and all environmental representations and warranties and the representations set forth in Sections 10.1(a), (b), (k), (l) and (t), and until the second anniversary of the Closing Date with respect to all other representations and warranties (as applicable, the "**Survival Period**"), unless a longer period of time is otherwise expressly provided for herein. Any action for breach of a representation or warranty must be commenced, if at all, within said Survival Period. Notwithstanding anything to the contrary contained herein, if the Closing shall have occurred, (a) except as provided in the following sentence, the aggregate liability of Seller arising pursuant to or in connection with Seller's breach of its representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of Seller under this Agreement or any of the Transaction Documents shall not exceed \$7,500,000.00 (the "**Liability Limitation**") and (b) [page 18]

Seller shall not be liable for any judgment in any action based upon any claim by Buyer alleging a breach by Seller of any representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of Seller under this Agreement or any of the Transaction Documents, unless and until such claim, either alone or together with any other claims by Buyer against Seller alleging a breach by Seller of any representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of Seller contained in this Agreement or in any of the Transaction Documents, is for an aggregate amount in excess of \$250,000.00 (the "**Floor Amount**"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the

amount thereof that exceeds the Floor Amount, subject to the Liability Limitation. Notwithstanding the foregoing sentence, the Floor Amount and Liability Limitation shall not apply to (1) Seller's obligation to pay Rebates as provided in Section 2.7, (2) Seller's funding obligations under the EMI Operating Agreement, (3) Seller's obligation to pay water delivery charges under the Water Delivery Agreement, (4) Seller's obligations under Sections 12.14(c) and 12.14(e), (5) Seller's obligation to indemnify Buyer against claims or losses relating to Hazardous Materials in connection with the land subject to the CPR Declarations and the A&B Exclusive Easements, (6) Seller's obligation to pay rollback taxes pursuant to Section 12.8(b), (7) Seller's post-closing obligation to repair wells as provided in Section 12.16, (8) Seller's Retained Liabilities pursuant to Section 12.2, (9) Seller's obligations in connection with the MECO Subdivision pursuant to Section 12.15, (10) Seller's obligation to effectuate the Subsequent Transfers, and (11) Seller's obligation to indemnify Buyer for any claims made in connection with the USFWS warranties pursuant to Section 3.8 (collectively, the "**Uncapped Seller Obligations**"). The Uncapped Seller Obligations and other obligations under this Section 7.2(c) shall survive the Closing and shall be covered by the Parent Guaranty, but ABI's liability under the Parent Guaranty solely for the Uncapped Seller Obligations shall not exceed \$7,500,000.00 (other than ABI's liability for the Rebates which shall not be capped under the Parent Guaranty).. Seller shall at all times maintain net worth sufficient to satisfy any Uncapped Seller Obligations and shall not dissolve or windup without making reasonable provision for the payment of any unsatisfied Uncapped Seller Obligations and such obligations of Seller shall be included in the Parent Guaranty and ABI's liability shall not be capped under the Parent Guaranty. The Liability Limitation shall be reduced by the amount of any payments to Buyer from the Holdback Account established pursuant to Section 7.2(b). The Liability Limitation shall not be reduced by any payments to Buyer with respect to the Uncapped Seller Obligations, whether from the Holdback Account, pursuant to the Parent Guaranty or otherwise. No director, officer, manager, member, partner, employee, beneficiary, shareholder, participant, representative or agent of Seller or any entity that is or becomes a constituent partner or member in Seller or an agent of Seller ("**Seller's Affiliates**") shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any of the Transaction Documents, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to the Holdback Account and Seller's assets for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. Notwithstanding anything to the contrary contained in this Agreement, neither the negative capital account of any constituent partner or member in Seller or any entity owning an interest (directly or indirectly) in Seller, nor any obligation of any constituent partner or member in Seller or any entity owning an interest (directly or indirectly) in Seller to restore a negative [page 19] constituent partner or member of Seller), shall at any time be deemed to be the property or an asset of Seller or any such other entity (and neither Buyer nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or obligation to restore or contribute). EXCEPT FOR THE UNCAPPED SELLER OBLIGATIONS, THE TOTAL LIABILITIES OR OBLIGATIONS OF SELLER TO BUYER AFTER CLOSING SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE LIABILITY LIMITATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER (FOR ITSELF AND ON BEHALF OF ANY ENTITY AFFILIATED WITH BUYER) HEREBY WAIVES, RELEASES AND AGREES NOT TO MAKE ANY CLAIM OR BRING ANY ACTION TO RECOVER FROM SELLER OR ANY OF SELLER'S AFFILIATES ANY AMOUNT IN EXCESS OF THE LIABILITY LIMITATION, OTHER THAN AMOUNTS DUE WITH

RESPECT TO THE UNCAPPED SELLER OBLIGATIONS AND UNDER THE PARENT GUARANTY.

Buyer's Initials: /s/ RRP

7.3 Incorporation of Waiver Agreement. In connection with the negotiation of this Agreement certain of the Sellers, Pomona Farming, LLC, and Public Sector Pension Investment Board entered into that certain Waiver Agreement dated July 18, 2018 (the "**Waiver Agreement**"). The terms of the Waiver Agreement are incorporated herein by reference and the waivers, obligations, covenants and commitments of the "Buyer" under such agreement are hereby made binding on Buyer as if Buyer were originally a party to such agreement, but such incorporation shall not waive or limit any of the specific rights or obligations of the parties to this Agreement under this Agreement or any of the Transaction Documents.

7.4 Buyer's Voluntary Acceptance of Limitations on Its Remedies; Survival. Buyer acknowledges and agrees that the waivers, releases and other provisions contained in this Article 7 as well as elsewhere in this Agreement, were a material factor in Seller's acceptance of the Purchase Price and agreement to the terms of this Agreement, and that Seller is unwilling to sell the Property to Buyer unless Seller is released and indemnified as expressly set forth herein. Except as otherwise set forth herein, the releases by Buyer set forth in this Agreement include claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release of Seller. Buyer acknowledges and agrees that Buyer, together with Buyer's counsel, has fully reviewed the disclaimers, waivers, releases, indemnities, etc., set forth in this Agreement and understands the significance and effect thereof. The terms and conditions of this Article 7 will expressly survive the Closing or termination of this Agreement.

Buyer's Initials: /s/ RRP

ARTICLE 8 CONDITIONS TO CLOSING

8.1 Buyer Closing Conditions. The following (the "**Closing Conditions**") shall be conditions precedent to Buyer's obligation to close the transaction:

- (a) This Agreement shall not have terminated pursuant to its terms; [page 20]
- (b) Any Title Objections which Seller is obligated to cure have been cured as of the Closing Date and the Title Company is irrevocably committed to issue the Title Policy;
- (c) Seller's representations and warranties set forth in Article 10 shall be true and correct in all material respects as if made on the Closing Date, provided that there shall be no failure of this condition where any matters that cause Seller's representation to be incorrect were disclosed in writing to Buyer prior to the Effective Date, or arose after the Effective Date and are not material to the transaction as a whole. For purposes of this section, such matters shall not be deemed material to the transaction as a whole where they are, in the aggregate, reasonably estimated to result in a loss, liability or expense to Buyer of \$1,000,000 or less; and

(d) Seller has materially performed all its obligations and covenants, and made all required deliveries, under this Agreement.

If any of the Closing Conditions listed in (a) through (d) shall not have been satisfied on or before the Closing Date, then Buyer shall have the right to either (i) waive such Closing Condition(s) and proceed with Closing, or (ii) elect to not proceed with Closing by giving written notice to Seller of such election prior to the Closing Date, in which case the Closing Price shall be immediately returned to Buyer and this Agreement shall terminate. In addition, if such Closing Condition has not been satisfied due to a default on the part of Seller, Buyer shall also have its rights under Article 7.

ARTICLE 9 CLOSING AND ESCROW

9.1 Deposit with Escrow Holder and Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement, together with the Closing Price provided for above, with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated by this Agreement. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

9.2 Closing. The closing of the purchase and sale of the Property and the execution and exchange of documents (the "**Closing**") shall be held at the offices of Escrow Holder or its designee. The Closing shall occur as follows:

(a) Closing Date. On December 20, 2018 (the "**Closing Date**"), the following Property shall be transferred to Buyer and the corresponding Closing Price shall be released to Seller in accordance with the terms of this Agreement:

(i) The A&B Land, excluding any portion of the A&B Land for which any required CPR Declaration has not yet been recorded as of the Closing Date (such land, the "**Delayed CPR Lands**"); [\[page 21\]](#)

(ii) The Kulolio Membership Interests; and

(iii) The CMF Membership Interests.

(b) Subsequent Transfers. The following transfers (the "**Subsequent Transfers**") shall occur following the Closing:

(i) At any time after the Closing Date, on a date mutually agreed-upon by the parties, but no later than February 1, 2019 (the "**Initial EMI Transfer Date**"), the Initial EMI Interests will be transferred to Buyer and the Initial EMI Price shall be released to Seller in accordance with the terms of this Agreement and the EMI Operating Agreement shall become effective; and

(ii) At any time after the Closing Date, on multiple days if necessary as determined by the parties, on a date or dates mutually agreed on by the parties, but no later than the Initial EMI

Transfer Date, any Delayed CPR Lands will be transferred to Buyer and the corresponding portion of the Purchase Price attributable to such Delayed CPR Lands shall be released to Seller in accordance with the terms of this Agreement.

The Subsequent Transfers are an integral part of this transaction. Accordingly, once the Closing has occurred, the parties' obligations to consummate and complete the Subsequent Transfers as set forth in this paragraph are unconditional.

(c) Gap Closing. Because the total number of Transaction Documents to be recorded at Closing exceeds the number that the Hawaii Bureau of Conveyances will accept from Escrow for regular recording on a single day, Buyer and Seller have agreed that certain documents required to be recorded on the Closing Date under this Agreement shall instead be recorded after the Closing Date as set forth in the Escrow Instructions attached hereto as **Exhibit J ("Gap Closing Escrow Instructions")**. The Transaction Documents to be recorded on the Closing Date will be listed under the Tranche One heading on Exhibit A to the Gap Closing Escrow Instructions, and the Transaction Documents to be recorded after the Closing Date will be listed under the Tranche Two, Tranche Three, etc. heading on Exhibit A to the Gap Closing Escrow Instructions (the "**Late-Recording Documents**"). Seller and Buyer acknowledge and agree that notwithstanding the date of recording the Late-Recording Documents, those documents shall be dated and deemed effective as of the Closing Date as if they had been recorded concurrently with the rest of the Transaction Documents, and the delay in their recording shall not be deemed to impair the effectiveness of the Closing in any respect, including without limitation, with respect to transfer of possession and risk with respect to the Property or prorrations. Seller agrees that between the Closing Date and the date of recording of the Late-Recording Documents (or with respect to the Delayed CPR Lands, the dated of recording of the documents effectuating such Subsequent Transfer (the "**Delayed CPR Recording Documents**")) it shall not encumber, impair, exercise, modify or terminate any of the agreements, rights or interests that are conveyed by the Late-Recording Documents or the Delayed CPR Recording Documents and shall indemnify, defend and hold Buyer harmless from and against any claims or losses arising from Seller's breach of this covenant. This Section shall survive Closing. [\[page 22\]](#)

9.3 Failure of Closing. In the event the Closing does not occur on or before the Closing Date for a reason other than Buyer's default under this Agreement, Escrow Holder shall, unless it is notified by Seller to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder, including the return of the Closing Price to Buyer.

9.4 Notices to Tenants and Other Counterparties. At the Closing, Seller shall provide Buyer a signed notice (the "**Tenant Notice**") to be copied and given to each tenant of the Real Property, which notice shall disclose that (i) the Real Property has been sold to Buyer, (ii) after the Closing, all rents should be paid to Buyer, and (iii) Buyer shall be responsible for all tenant security deposits to the extent paid or credited to Buyer. Seller and Buyer shall also cooperate to notify counterparties under the Contracts. The form of the notices shall be reasonably acceptable to both Buyer and Seller. Buyer covenants to deliver such notice to each tenant or other counterparty as soon as reasonably possible after Closing. This provision shall survive Closing.

9.5 Delivery by Seller to Escrow Holder. Seller shall deliver to Escrow Holder, no later than two (2) Business Days prior to the Closing Date, the following documents duly executed

and, where required, acknowledged by Seller (collectively, the “**Closing Documents**”), provided that by mutual agreement Buyer and Seller may elect to exchange and/or record certain of the Closing Documents outside of Escrow:

- (a) Deeds for the portions of the Real Property that the Title Company commits to insure under the Title Policy;
- (b) Quitclaims for all other portions of the Real Property and for Land Commission Awards within the boundaries of the Real Property but excluded under the Title Policy;
- (c) The Bill of Sale;
- (d) The General Assignment;
- (e) An Assignment of Leases;
- (f) Assignments of the Membership Interests;
- (g) The EMI Operating Agreement;
- (h) The Parent Guaranty;
- (i) One or more of an Assignment and Assumption in the form attached hereto as **Exhibit K** to assign the West Maui Water Interests held by ABL, ABLR or ABPHR; [\[page 23\]](#)
- (j) One or more of an Assignment and Assumption in the form attached hereto as **Exhibit L** to assign the East Maui Water Interests held by ABL, ABLR or ABPHR;
- (k) The CPR Declarations to be recorded at Closing, if any;
- (l) The A&B Exclusive Easements to be recorded at Closing, if any;
- (m) The Excluded Land Easements to be recorded at Closing, if any;
- (n) The New Appurtenant Easements to be recorded at Closing, if any;
- (o) The Restricted Land Easement;
- (p) The Gap Closing Escrow Instructions;
- (q) A Water Delivery Agreement in the form attached hereto as **Exhibit M** providing for the delivery by Buyer and EMI of nonpotable water to the Excluded Land and certain other services after Closing;
- (r) One or more Assignment and Assumption of In Gross Easements in the form attached hereto as **Exhibit N**;
- (s) An Employee Transition Agreement in the form attached hereto as **Exhibit O**;

(t) Such transfer and/or conveyance tax forms for each Deed and quitclaim as are required by law;

(u) An affidavit, certification or notice required by Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Regulations pursuant thereto, and Section 235-68, Hawaii Revised Statutes, to relieve Buyer of any potential withholding liability under such Section;

(v) Resolutions, certificates of good standing, owner's affidavits and such other documents as the Title Company may require to issue the Title Policy;

(w) A State of Hawaii tax clearance certificate for the entity(ies) holding the Hawaii taxpayer identification number(s) that covers each of the Seller entities; and

(x) Such other instruments as are reasonably necessary to close the transaction contemplated by this Agreement.

9.6 Delivery by Seller to Buyer. Seller shall deliver to Buyer upon the Closing Date, to the extent each item below is in Seller's possession but not located at the Property:

(a) The Tenant Notice and notices to any other counterparties required under Section 9.4, executed by Seller; [\[page 24\]](#)

(b) Originals of the Leases (and amendments thereto, if any) and all records and correspondence relating to the Leases;

(c) Originals of all Contracts and any warranties or guaranties in Seller's possession received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repair or alteration of the Improvements or any tenant improvements;

(d) As-built plans and specifications for the Improvements (if any) in Seller's possession;

(e) All instruction manuals, procedure manuals, manufacturer's warranties and similar materials in Seller's possession which relate to the Property;

(f) All books and records in Seller's possession (or copies thereof) relating to the operation and maintenance of the Property and the Operating Companies prior to the Closing Date, but excluding the Excluded Documents and Retained Records;

(g) Resignations of the officers, directors and managers, if any, of CMF and Kulolio; and

(h) Originals of all building permits and certificates of occupancy for the Improvements (if any) in Seller's possession.

9.7 Delivery by Buyer to Escrow Holder. No later than two (2) Business Days before the Closing Date, Buyer shall deliver to Escrow Holder (i) the balance of the Closing Price; (ii) its share of costs, prorations and expenses pursuant to Section 9.10; and (iii) Buyer's countersignatures to all Transaction Documents and deliverables to which Buyer is a signatory.

9.8 Other Instruments. Seller and Buyer shall each deliver to Escrow Holder such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

9.9 Close of Escrow. Provided that (i) Escrow Holder has received the documents, instruments and funds described in Sections 9.5, 9.7 and 9.8 hereof, (ii) Escrow Holder has received notice from Buyer that all of the conditions to Closing set forth in Section 8.1 have been satisfied or waived, (iii) Escrow Holder has not received notice from Buyer or Seller that any of the representations and warranties made by either Buyer or Seller herein are untrue either as of the date of this Agreement or as of the Closing Date, and (iv) the Title Company is irrevocably committed to deliver to Buyer the Title Policy, Escrow Holder is authorized and instructed on the Closing Date to:

(i) Record the Deeds, quitclaims and any other recordable Transaction Documents in the Bureau of Conveyances of the State of Hawaii and/or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as applicable, in accordance with the Gap Closing Escrow Instructions; and [\[page 25\]](#)

(ii) Deliver to Seller the portion of the Purchase Price allocated to all portions of the Property conveyed to Buyer on the Closing Date (as set forth herein or on Schedule 1.1), less Seller's share of prorations and costs of escrow.

9.10 Prorations and Apportionments. Escrow Holder shall generate a closing statement setting forth the prorations and apportionments required by this Section, which closing statement shall not be effective until approved by Buyer and Seller prior to the Closing Date. Where possible, Buyer and Seller shall determine the amounts to be prorated and provide Escrow Holder with a spreadsheet containing that information at least two (2) Business Days before the Closing. The following items are to be prorated on a per diem basis as of 12:01 a.m. on the Closing Date:

(a) real estate and personal property taxes, governmental fees and special assessments;

(b) all collected rents (excluding Prepaid Rents, as defined below), income and revenues of the Property, provided that all uncollected rents for the months prior to the month in which the Closing occurs, and a prorated portion of all uncollected rents for the month of the Closing ("Delinquent Rents") shall remain Seller's property and shall not be prorated, further provided that all rents received by Seller relating to any period subsequent to the Closing Date ("Prepaid Rents"), shall be delivered to Buyer at the Closing without proration. Buyer agrees to promptly deliver any Delinquent Rents received after Closing to Seller if obtained, provided that (i) all amounts received by Buyer from each tenant under a Lease after the Closing Date shall be applied first to current rent due and thereafter shall be applied to Delinquent Rents, and (ii) Buyer shall not be obligated to evict a tenant, institute a lawsuit or other legal process to recover Delinquent Rents;

(c) all metered utilities, such as water, gas and electricity, to the extent the same are not the responsibility of and paid directly by tenants, shall be read and all telephone charges shall be determined and Seller shall execute all forms required to transfer all utilities to Buyer. At Closing, all charges for utilities shall be prorated based upon the meter readings and Seller shall pay the full amount of all utilities supplied to the Real Property and the EMI Land up to

the Closing Date. All charges for utilities thereafter furnished to the Real Property and the EMI Land shall be paid by the Buyer, with the exception of past due amounts owed by Seller. Seller shall receive a credit at Closing for any utility deposits transferred to Buyer. All other utility deposits shall remain the property of and will be immediately released to Seller;

(d) all expenses under Contracts shall be prorated at Closing. All expenses for Contracts not assumed by Buyer shall not be prorated and shall remain the sole responsibility of Seller. Any advance lump-sum or "up front" payments or other revenue in connection with any Contracts shall be credited to Buyer on a pro-rata basis over the term of such contract, including extension options; and

(e) all annual, monthly or other periodic fees, charges or assessments payable with respect to the Governmental Authorizations shall be prorated at Closing. [\[page 26\]](#)

9.11 Costs and Expenses. Fees of Escrow Holder, recording fees, conveyance tax and all other customary Closing costs shall be shared equally by Buyer and Seller except as otherwise specifically provided herein. The base premium for Buyer's Title Policy shall be shared equally by Buyer and Seller and Buyer shall pay the premiums for any extended coverage or endorsements that Buyer elects to purchase. Buyer and Seller shall each bear their own legal and consultant fees and costs.

9.12 Code Section 1031 Exchange. Seller may convey the Real Property to Buyer as part of a tax-deferred exchange under Section 1031 of the Code. Seller may assign this Agreement to a qualified intermediary in order to facilitate a Code Section 1031 exchange transaction; provided that Seller shall remain liable for all obligations hereunder. Seller and Buyer agree to cooperate with each other in effecting such transaction, including, without limitation, consenting to the assignment of this Agreement to a qualified intermediary, provided that any such exchange transaction, and the related documentation, shall: (i) not require the other party to execute any contract (other than as set forth herein), make any commitment, or incur any obligations, contingent or otherwise, to third parties which would expand the obligations beyond this Agreement, (ii) not delay the Closing or the transaction contemplated by this Agreement, or (iii) not include acquiring title to any other property. Seller shall pay all of Buyer's legal fees in excess of \$10,000 incurred in connection with the documentation and effecting the exchange transaction. In connection with and without limiting the foregoing, Seller agrees to execute and deliver to Buyer no later than five (5) days prior to Closing, the Section 1031 Exchange Agreement attached hereto as **Exhibit P**. This Section 9.12 shall survive Closing.

9.13 Post-Closing Substitutions Regarding West Maui Water Use Permits. As soon as practicable after Closing, Buyer and Seller shall jointly (a) apply to substitute Buyer for Seller in State Water Use Permit Application No. 2206, and (b) notify the State Commission on Water Resource Management ("**CWRM**") of the transfer of Water Use Permit No. 691 to Buyer.

9.14 Post-Closing File & Records Transfers. As soon as reasonably practicable after Closing, Seller and Buyer shall cooperate to transfer to Buyer any of Seller's active and inactive files regarding the Property that Seller is able to locate via commercially reasonable efforts and that Buyer has not previously been provided, excluding any Excluded Documents and Retained Records. If at any time within three (3) years after Closing Buyer requests a

specific record or document that was not delivered prior to, at or after Closing, Seller shall use commercially reasonable efforts to locate and provide the same to Buyer within thirty (30) days of Buyer's request, provided that this obligation shall not include Excluded Documents and Retained Records. Seller shall not destroy any active or inactive files or documents regarding the Property with the three (3) year period. This provision shall survive the Closing. [page 27]

ARTICLE 10 REPRESENTATIONS AND WARRANTIES OF SELLER

10.1 As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

(a) Organization & Good Standing.

(i) ABLR and ABLT are each a duly constituted series of Alexander & Baldwin, LLC, which is a limited liability company organized and in good standing under the laws of the State of Delaware and authorized to transact business in the State of Hawaii. ABLT has the requisite limited liability power and authority to own the Membership Interests.

(ii) ABPHR is a duly constituted series of A & B Properties Hawaii, LLC, which is a limited liability company organized and in good standing under the laws of the State of Delaware and authorized to transact business in the State of Hawaii.

(iii) EMI is a limited liability company organized and in good standing under the laws of the State of Hawaii and authorized to transact business in the State of Hawaii. Seller has delivered to Buyer a true and complete copy of EMI's articles of organization and operating agreement.

(iv) CMF is a limited liability company organized and in good standing under the laws of the State of Hawaii and authorized to transact business in the State of Hawaii. Seller has delivered to Buyer a true and complete copy of CMF's articles of organization and operating agreement.

(v) Kulolio is a limited liability company organized and in good standing under the laws of the State of Hawaii and authorized to transact business in the State of Hawaii. Seller has delivered to Buyer a true and complete copy of Kulolio's articles of organization and operating agreement.

(b) Authority and Power of Seller; Enforceability. All documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly executed and delivered by Seller and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. Seller has all requisite authority and power to execute and deliver the documents to which it is a party and, subject to the terms, conditions and limitations set forth in this Agreement, to consummate the transactions contemplated hereby and this Agreement constitutes the valid and binding agreement of Seller enforceable against Seller in accordance with its terms, except as enforcement of the terms hereof and thereof may be limited by applicable bankruptcy, insolvency, reorganization, liquidation, moratorium or

similar laws affecting enforcement of creditors' rights generally, and general principles of equity.

(c) Use and Operation. Except as disclosed on **Schedule 10.1(c)**, Seller has not received written notice from any governmental authority of alleged failures of the Real Property or the EMI Land to comply with applicable building codes, safety and fire, environmental, zoning and land use laws, and other applicable local, state and federal laws, ordinances, regulations and requirements which have not been cured.

(d) Land Use Regulation. Seller has not received written notice from any governmental authority of any proposed or pending condemnation or change in zoning or land use designations affecting the Real Property or the EMI Land and to Seller's knowledge none are contemplated, nor has Seller received notice of any special tax assessment proceedings affecting the Real Property or the EMI Land. [page 28]

(e) Contracts. To Seller's knowledge, and except as otherwise disclosed in writing by Seller to Buyer:

(1) the copies of the Contracts listed on **Schedule 1.8** and the contracts of the Operating Companies listed on **Schedules 1.2, 1.3, and 1.4**, respectively, that Seller delivered to Buyer pursuant to this Agreement are true, correct and complete;

(2) such Contracts and Operating Company contracts are in full force and effect and unmodified;

(3) except as set forth in **Schedule 1.8**, there are no other Contracts currently in effect and binding on the Property;

(4) except as set forth in **Schedules 1.2, 1.3, and 1.4**, there are no other contracts currently in effect and binding on the Operating Companies; and

(5) there are no material, uncured defaults under any of the Contracts or Operating Company contracts.

(f) Leases. To Seller's knowledge, and except as otherwise disclosed in writing by Seller to Buyer:

(i) the copies of the Leases listed on **Schedule 1.7** and the leases of EMI listed on **Schedule 1.2** (the "**EMI Leases**") delivered to Buyer are true, correct and complete and there are no amendments or modifications of the Leases or the EMI Leases or other agreements, written or oral, with respect to the Leases or the EMI Leases except as listed on **Schedule 1.7** and **Schedule 1.2**, respectively;

(ii) the information set forth in the rent rolls prepared by Seller with respect to the Leases and the EMI Leases and made available to Buyer (the "**Rent Rolls**") was true and complete as of the date such rent rolls were made available to Buyer;

(iii) except for the Leases, there are no leases of the Real Property;

- (iv) except for the EMI Leases, there are no leases of the EMI Land;
- (v) there are no material, uncured defaults under any of the Leases or the EMI Leases;
- (vi) except to the extent described in the Rent Rolls, no tenant under any of the Leases or the EMI Leases has prepaid any rent or other charges for more than the current month;
- (vii) no tenant under any of the Leases or the EMI Leases has any right or option to purchase the Real Property or the EMI Land or any portion thereof or interest therein; [\[page 29\]](#)
- (viii) except as provided in the Rent Rolls, no tenant under any of the Leases or the EMI Leases has the right to renew or extend any of the Leases or the EMI Leases or has any options or rights of first refusal with respect to leasing of other land or space, and no tenant under any of the Leases or the EMI Leases has the right to free rent, rebate, allowance, concession, security or other deposit; and
- (ix) Seller and EMI hold no security or other tenant deposits under the Leases or the EMI Leases except as shown on the Rent Rolls.
- (g) Labor Contracts. Neither Seller nor any Operating Company nor any affiliate is a party to, or otherwise bound by, any collective bargaining agreement or multi-employer pension fund covering employees who service the Property, the EMI Land, the EMI Assets, the CMF Assets, or the Kulolio Assets. As of the Initial EMI Transfer Date, EMI and EMI employees will no longer be participants in the cash balance defined benefit pension plan covering other Seller employees.
- (h) Labor Disputes. There is no current labor dispute with any maintenance or other personnel or employees of Seller nor any Operating Company with respect to the Property, the EMI Land, the EMI Assets, the CMF Assets, or the Kulolio Assets, which could adversely affect the use, operation or value of the Property, the EMI Land, the EMI Assets, the CMF Assets, or the Kulolio Assets.
- (i) Litigation. Except as listed on **Schedule 10.1(i)**, there is no litigation or claim pending or, to Seller's knowledge, threatened in writing against Seller or any Operating Company.
- (j) Other Contracts to Convey Property. Seller has not committed nor obligated itself in any manner whatsoever to sell the Property, the EMI Land, the EMI Assets, the CMF Assets, or the Kulolio Assets, or any portion thereof or interest therein to any party other than Buyer. Seller has not pledged or assigned any rents or income from the Leases, the EMI Leases, the EMI Land or the Property.
- (k) Capitalization; Title to Membership Interests. ABLT is the record and beneficial owner of one hundred percent (100%) of the Membership Interests, free and clear of any liens. The Membership Interests have been duly authorized and validly issued, are not issued in violation of any Person's preemptive rights, and are fully paid and nonassessable (in each case to the extent such terms are applicable to limited liability companies under Hawaii law). The EMI Membership Interests constitute one hundred percent (100%) of the ownership interests in EMI. The CMF Membership Interests constitute one hundred percent (100%) of the ownership interests in CMF. The Kulolio Membership Interests constitute one hundred

percent (100%) of the ownership interests in Kulolio. Except for this Agreement, there are no (i) outstanding subscriptions, warrants, options, purchase rights, calls or commitments of any character relating to or entitling any person to purchase or otherwise acquire (a) the EMI Membership Interests or other securities or equity or voting interests of EMI, (b) the CMF Membership Interests or other securities or equity or voting interests of CMF, or (c) the Kulolio Membership Interests or other securities or equity or voting interests of Kulolio, (ii) outstanding securities, instruments or obligations that are or may be convertible into or exercisable or [page 30] exchangeable for any membership interests in the Operating Companies, or (iii) contracts under which an Operating Company may become obligated to sell or otherwise issue any membership interests. At the Closing, as provided herein, Seller shall transfer to Buyer record and beneficial ownership of the Membership Interests, free and clear of any liens, except those created by Buyer. The Operating Companies do not own any capital stock, securities, partnership interests or other equity interests of any kind in any corporation, partnership, limited liability company, joint venture, association or other entity.

(l) Financial Statements. Seller has made available to Buyer true, correct and complete copies of EMI's current financial statements (the "**EMI Financial Statements**") dated as of September 30, 2018 covering a portion of 2018, and dated December 31, 2017 covering 2017. The EMI Financial Statements have been prepared from, and are in accordance with, the books and records of EMI. The EMI Financial Statements prepared by Seller and delivered to Buyer are true, correct and complete and, except as disclosed by Seller in writing, contain no material inaccuracies or misstatements of fact. The Operating Companies have, to Seller's knowledge, no liabilities of a nature that would be required to be set forth on the face of a balance sheet, or the notes thereto, prepared in accordance with generally accepted accounting principles (GAAP) other than liabilities incurred in the ordinary course of business.

(m) Absence of Certain Changes. From the Effective Date until the Closing Date, the Operating Companies' business shall be conducted consistent with past practices, except in connection with any process relating to the sale of the Operating Companies, including entering into this Agreement. Except as disclosed in writing by Seller, since the date of the EMI Financial Statements, there has not to Seller's knowledge been any change, event or effect that, individually or in the aggregate with other changes, events or effects, has resulted in, or would reasonably be expected to result in, a Material Adverse Effect. For purposes of this Agreement, "**Material Adverse Effect**" means the result of one or more facts, events, occurrences, changes or effects which, individually or in the aggregate, has had or could reasonably be expected to have a material adverse effect on (i) the business, properties, assets, liabilities, results of operations or condition (financial or otherwise) of the Operating Companies, each taken as a whole, or (ii) the ability of Seller to consummate this Agreement or perform any of its obligations hereunder or under any of the Transaction Documents; provided, however, that in no event shall any of the following facts, events, occurrences, changes or effects constitute, individually or in the aggregate, or be taken into account in determining the occurrence of, a Material Adverse Effect to the extent such fact, event, occurrence, change or effect relates to, arises out of or results from (A) the announcement of the execution of this Agreement, the identity of Buyer or any of its Affiliates, or Buyer's announced or otherwise public plans with respect to the Property following the Closing, (B) the United States or world economy or United States or global financial market conditions (including changes in interest rates or prices of securities generally), (C) general political conditions in the United States or worldwide, (D) changes in

legal or regulatory conditions, (E) any action or omission of Seller taken in accordance with the terms of this Agreement or with the consent of Buyer, (F) in and of itself, any failure by an Operating Company to meet forecasts or projections, (G) earthquakes, tornadoes, tsunamis, floods, or other acts of God, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, or (H) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement. [\[page 31\]](#)

(n) Books and Records. Copies of the books of account, ownership record books, minute books, and other corporate records, if any, of each Operating Company have been made available to the Buyer and such books and records have been maintained in accordance with Seller's normal business practices. At the Closing, all of those books and records will be in the possession of the Operating Companies other than privileged materials retained by Seller and/or its counsel.

(o) Bank Accounts. Seller will close out prior to or at Closing all bank accounts of the Operating Companies that hold any balances, investment accounts and/or safe deposit boxes.

(p) Tax Filings.

(i) all Tax Returns required to be filed by or with respect to the Operating Companies have been duly and timely filed (taking into account applicable extensions of time to file) with the appropriate governmental authority, and all such Tax Returns are complete and accurate in all material respects;

(ii) all Taxes required to have been paid by or with respect to the Operating Companies that are due and payable have been paid in full;

(iii) the Operating Companies and Seller and any of its Affiliates, do not have in force any extension or waiver of any statute of limitations in respect of Taxes (other than extensions that arise as a result of filing Tax Returns by the extended due date therefor); and

(iv) there are no audits, examinations or other administrative or judicial proceedings currently ongoing or pending with respect to any Taxes of or with respect to the Operating Companies, or, to Seller's knowledge, threatened audits or proposed deficiencies or other claims for unpaid Taxes of or with respect to the Operating Companies.

For purposes of this Agreement, "**Tax**" or "**Taxes**" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative, minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, intangibles, social security, unemployment, disability, payroll, license, escheat, unclaimed property, energy, withholding, employee or other similar tax or levy, together with any interest, fine, penalties, or additions to tax in respect of the foregoing; and "**Tax Returns**" means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements or information) filed or required to be filed with a Governmental Entity responsible for the administration of Taxes, or any amendment thereof.

(q) Affiliate Transactions. Except as set forth in **Schedule 10.1(r)**, there are no existing contracts between an Operating Company, on the one hand, and Seller or any Affiliate of Seller, on the other hand.

(r) Insurance. Except for customary levels of Commercial General Liability, Property/casualty insurance, and mandatory Workers' Compensation and similar employment [\[page 32\]](#) related policies insuring the Operating Companies against risks in accordance with normal trade practices in businesses similar to the Operating Companies, the Operating Companies do not maintain other insurance coverages. The Operating Companies have not been refused any insurance coverage sought or applied for; all such insurance is outstanding and was duly in force on the Effective Date; and Seller does not have any reason to believe that the Operating Companies will not be able to renew the Operating Companies' existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers on similar terms as may be necessary to continue to insure the Operating Companies' business following the Closing. Seller shall not without Buyer's consent cancel any existing insurance insuring the Operating Companies.

(s) Assets. The Property, the EMI Land, the CMF Assets, the EMI Assets and the Kulolio Assets include all of the property and assets used in connection with the business of Seller and the Operating Companies conducted on the Property and the EMI Land, and there is no property or assets used in such business which is owned by any affiliate of Seller or the Operating Companies or by any third party, except for the Retained Records.

(t) OFAC Compliance. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (the "**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control of the Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Seller represents and warrants to Buyer that Seller: (i) is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Orders and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**"); and (ii) has not been determined by competent authority to be subject to the prohibitions contained in the Orders.

(u) Real Property Taxes. Except as set forth in **Schedule 1.9** (Governmental Authorizations), none of the Real Property or the EMI Land: (i) is subject to an agricultural use dedication or agricultural use valuation for real property tax assessment purposes; (ii) is to Seller's knowledge being used in a manner inconsistent with the use on which its real property tax assessment is based; (iii) must be placed into actual agricultural use before January 1, 2020, under the terms of an existing Change in Use Petition to avoid reassessment or the imposition of rollback taxes or otherwise is subject to the imposition rollback taxes; or (iv) is subject to a pending real property tax appeal.

(v) Bulk Sales. Seller is not selling or transferring in bulk of the whole, as defined in HRS 237-43, assets or property of any Seller entity. Each of the Seller entities will continue as going-concerns with significant business assets, activities and income in Hawaii. Seller represents it is not required to report this sale under HRS 237-43. Notwithstanding the foregoing, Buyer may after Closing file a Report of Bulk Sale or Transfer under HRS 237-43,

provided that such report shall be subject to Seller's prior review and reasonable approval.
[page 33]

(w) EMI Employees. Seller has provided to Buyer a complete and accurate list of the following information for each EMI employee, including each EMI employee on leave of absence or layoff status: full name, job title, current compensation paid or payable, accrued vacation, any other accrued benefits, information concerning participation in employee retirement and welfare benefit plans, and any employee non-compete/non-solicitation agreements.

(x) Title Claims. To Seller's knowledge, no claims have been made or threatened against Seller or EMI in connection with the title to, ownership of, or use of the Real Property, the EMI Land, or the East Maui water collection and transmission systems operated by Seller or EMI, except as disclosed on **Schedule 10.1(i)**.

10.2 Seller's Knowledge Defined. As used in this Agreement, phrases such as "to Seller's knowledge" and similar phrases, as the context may require, shall mean the conscious actual knowledge (as opposed to constructive, deemed or imputed knowledge) of or receipt of written notice by Jerrod Schreck, Charles W. Loomis and, with respect to EMI and the EMI Land only, Mark Vaught, except with respect to the representations contained in Section 10.1(k) (Environmental Compliance), for which such phrases mean the conscious actual knowledge (as opposed to constructive, deemed or imputed knowledge) of or receipt of written notice by Sean O'Keefe (individually and collectively, the "**Knowledge Party**"), which Knowledge Parties are the persons affiliated with Seller best able to knowledgeably make the relevant representations. Such phrases shall not be construed, by imputation or otherwise, to refer to the knowledge of any other officer, agent, manager, representative or employee of Seller, any property manager or any of their respective affiliates. There shall be no duty imposed or implied to investigate, inspect or audit any such matters, and there shall be no personal liability on the part of the Knowledge Party, other than a duty to make due and reasonable inquiry of those employees of Seller or its affiliates who have direct knowledge of the substance of the representations.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES OF BUYER

11.1 Buyer's Representations & Warranties. As an essential inducement to Seller to enter into this Agreement, Buyer hereby represents and warrants to Seller as follows:

(a) Authority of Buyer. Buyer is a limited liability company duly organized and validly existing under the laws of the State of Delaware, and is in good standing under the laws of the State of Delaware; Buyer has duly authorized and executed this Agreement. All documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of Buyer's organizational documents or any agreement or judicial order to which Buyer is a party or to which it is subject.

(b) Litigation. There is no litigation pending or, to Buyer's knowledge, threatened, against Buyer or any direct or indirect owner of Buyer or any basis for such litigation before any

court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer. [page 34]

(c) ERISA. Buyer's rights under this Agreement, the assets it shall use to acquire the Property and, upon its acquisition by Buyer, the Property itself, do not and shall not constitute plan assets within the meaning of 29 C.F.R. §2510.3-101, and Buyer is not a "governmental plan" within the meaning of section 3(32) of the Employee Retirement Income Security Act of 1974, as amended, and the execution of this Agreement and the purchase of the Property by Buyer is not subject to state statutes regulating investments of and fiduciary obligations with respect to governmental plans.

(d) No Bankruptcy. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(e) OFAC Compliance. Buyer is in compliance with the requirements of the Orders. Buyer represents and warrants that neither Buyer nor any beneficial owner of it: (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Orders and/or on the Lists; (ii) has been determined by competent authority to be subject to the prohibitions contained in the Orders; (iii) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (iv) shall, prior to closing, transfer or permit the transfer of any interest in such party or any beneficial owner in such party to any person who is or whose beneficial owners are listed on the Lists.

(f) CFIUS Compliance. This is not a covered transaction subject to prohibition, suspension or mitigation under 50 U.S.C. § 4565 and its implementing regulations.

(g) Sources of Funds. Buyer is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Buyer have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Buyer is prohibited by law or that the transaction or this Agreement is or will be in violation of law.

(h) Investment Matters. Buyer understands and acknowledges that the Membership Interests have not been registered under the Securities Act of 1933 and the rules and regulations promulgated thereunder ("**Securities Act**"), or the securities laws of any state or foreign jurisdiction, and, unless so registered, may not be offered, sold, transferred or otherwise disposed of except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable securities laws of any state or foreign jurisdiction. Buyer is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated pursuant to the Securities Act, and is acquiring the Membership Interests for investment for its own account, and not with a view to, or for sale in connection with, any distribution thereof. Buyer has knowledge and experience in financial

and business matters such that it is capable of evaluating the merits and risks of purchasing the Membership [page 35]

Interests and Buyer will exercise independent judgment in evaluating its purchase. In addition, Buyer is able to bear the economic risk of an investment in the Membership Interests for an indefinite period, including the risk of a complete loss of any such investment. Buyer acknowledges that Seller is not acting as a financial advisor, agent, underwriter or broker to Buyer in connection with its acquisition of the Membership Interests. Buyer is not, and upon close of this transaction no Operating Company will as a result of Buyer directly or indirectly holding a membership interest in such Operating Company be, an "investment company" as defined in the Investment Company Act of 1940.

11.2 Ongoing Compliance. Buyer has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing. Buyer shall promptly notify Seller of any facts or circumstances that would cause any of Buyer's representations in this Article or elsewhere in this Agreement to become inaccurate in any material respect.

ARTICLE 12 COVENANTS

Seller and Buyer covenant and agree with one another as follows:

12.1 Assumed Liabilities. As of the Closing Date, Buyer shall assume and agree to discharge the following liabilities of Seller (the "**Assumed Liabilities**"), without contribution from Seller or deduction from or other adjustment of the Purchase Price:

(a) all liabilities and obligations arising on and after the Closing Date under the Leases, Contracts, Permitted Exceptions, Governmental Authorizations, Intellectual Property, West Maui Water Interests and East Maui Water Interests (other than any liability arising under, out of or relating to a breach that occurred prior to but not including the Closing Date);

(b) all liabilities and obligations arising on or after the Closing Date with respect to the ownership, condition, use or operation of the Property or any portion thereof; and

(c) all liabilities and obligations of the Operating Companies arising from and after Closing, other than with respect to any liabilities in connection with the cash balance defined benefit pension plan covering EMI employees or any liabilities in connection with any existing workers compensation insurance claims. [page 36]

12.2 Retained Liabilities. Notwithstanding the Closing, Seller shall from and after the Closing Date retain responsibility for and discharge the following liabilities (the "**Retained Liabilities**"), without contribution from Buyer:

(a) all liabilities and obligations arising prior to the Closing Date under the Leases, Contracts, Permitted Exceptions, Governmental Authorizations, Intellectual Property, West Maui Water Interests and East Maui Water Interests;

(b) all liabilities to EMI employees and the employees of Seller that are hired by Buyer at Closing with respect to the period prior to the Closing Date, including with respect to any

liabilities in connection with the cash balance defined benefit pension plan covering EMI employees and any liabilities in connection with any existing workers compensation insurance claims;

(c) all costs, liabilities, judgments or damages arising from any third-party claims made or litigation filed with respect to actions of Seller or occurrences at the Real Property or the EMI Land prior to the Closing Date;

(d) all liabilities and obligations of the Operating Companies arising prior to Closing; and

(e) any other liability or obligation described in **Schedule 12.2(e)**.

12.3 Indemnification by Seller. Subject to the waivers and limitations contained herein, including without limitation Section 4.5 and Article 7, Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties and interest, damages and losses, including, without limitation, reasonable attorneys' fees and costs suffered by Buyer as a direct or indirect result of any breach of Seller's representations, warranties and covenants in this Agreement or the Transaction Documents, or with respect to the Retained Liabilities. This Section shall survive the Closing and shall be covered by the Parent Guaranty.

12.4 Indemnification by Buyer. Buyer hereby agrees to indemnify Seller and hold Seller harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees and costs suffered by Seller as a direct or indirect result of any breach of Buyer's representations, warranties and covenants in this Agreement or in any of the Transaction Documents, or with respect to the Assumed Liabilities.

12.5 Maintenance. Between the Effective Date and the Closing Date, Seller shall at Seller's sole cost and expense, maintain the Property consistent with Seller's past practice, casualty and reasonable wear and tear excepted, and otherwise operate the Property in the same manner as before the making of this Agreement, the same as though Seller were retaining the Property. Seller shall also cause the Operating Companies to comply with the foregoing sentence, with respect to the EMI Land, the EMI Assets, the CMF Assets and the Kulolio Assets, respectively (and continuing until the Initial EMI Transfer Date with respect to the EMI Land and the EMI Assets and the operation of EMI's business).

12.6 Damage or Destruction.

(a) Given the size, nature and extent of the Real Property, casualty affecting the Real Property and/or the Personal Property prior to Closing shall not be grounds for termination [page 37] of this Agreement. In the event that any of the Improvements are damaged or destroyed by fire or other casualty prior to the Closing Date, then Buyer shall proceed with the transaction and the Purchase Price shall be reduced by the applicable deductible under Seller's insurance policy, and Seller shall diligently pursue such proceeds with Buyer's cooperation and deliver such proceeds to Buyer when received.

(b) In the event that material portions of the East Maui or West Maui water collection and transmission systems operated by Seller or EMI are substantially damaged or destroyed by casualty prior to the Closing Date, then Buyer shall have the option to (i) terminate this Agreement by written notice to Seller within five (5) days after the occurrence of the damage

or destruction (in which case the Closing Price shall be returned to Buyer) or (ii) proceed with the transaction, in which case the Closing Price shall be reduced by the amount of the applicable deductible under Seller's insurance policies (if any) that provide coverage for such damage or destruction, and Seller and Buyer shall cooperate to secure any available insurance proceeds, which shall be paid to Buyer when received. As used herein, "substantially damaged or destroyed" means damage or destruction that renders the water collection and transmission system as a whole unable to deliver irrigation water adequate for Buyer's intended farming use of the Real Property for a period of at least 6 months and that is reasonably estimated to cost at least \$5,000,000 in excess of available insurance proceeds to repair.

12.7 Condemnation. Given the size and extent of the Real Property and the EMI Land, the commencement of any eminent domain proceeding to take a portion of the Real Property or the EMI Land shall not be grounds for termination of this Agreement. In case of any such proceedings, Buyer shall proceed with the transaction in which case the Purchase Price shall not be reduced and Buyer shall be entitled to the net award paid to Seller for such taking, if any, and Seller shall assign and transfer to Buyer all right, title and interest in and to any awards, it being expressly agreed that in such event Seller shall have no obligation to repair or restore the Real Property, the EMI Land, or any portion thereof.

12.8 Real Property Tax Assessments.

(a) Notwithstanding any other provision of this Agreement to the contrary, if Buyer shall become liable after the Closing for payment of any property taxes assessed against the Real Property or the EMI Land for any period of time prior to the Closing Date, Seller shall immediately pay to Buyer on demand an amount equal to such tax assessment prorated in accordance with Section 9.10, provided however that this obligation shall not apply to any "rollback taxes" assessed after Closing, which are addressed in the following paragraph.

(b) Certain parcels within the Real Property and the EMI Land are subject to the County of Maui Real Property Tax agricultural use dedications or agricultural use valuations as listed in **Schedule 1.9** (Governmental Authorizations) (the "**Agricultural Use Parcels**"), pursuant to which such parcels are assessed for real property tax purposes at agricultural use values rather than fair market value. Buyer shall use commercially reasonable efforts after Closing to put the Agricultural Use Parcels into agricultural or ranching uses by December 31, 2019, that are sufficient to satisfy the agricultural use requirements necessary to avoid the assessment of County "rollback taxes" on those parcels under Maui County Code Section 3.48.350. Buyer and Seller shall cooperate and jointly participate in all discussions and [page 38] negotiations with the County regarding the County's enforcement of the agricultural use requirements with respect to the Agricultural Use Parcels, determinations as to whether the agricultural use requirements have been satisfied, Buyer appeals of such determinations, and negotiations over settlement of any rollback taxes proposed or imposed with respect to the Agricultural Use Parcels. If, notwithstanding the foregoing efforts, the County assesses "rollback" taxes under Maui County Code Section 3.48.350 with respect to any of the Agricultural Use Parcels,

Buyer and Seller agree that any such assessments shall be prorated as of the Closing Date, and Buyer shall be responsible for and shall promptly pay to Seller (or directly to the County) the portion of such assessments (including related penalties and accrued interest) determined with respect to periods on or after the Closing Date, and Seller shall be

responsible for the portion of such assessments, including related penalties and accrued interest, determined with respect to periods before the Closing Date, regardless of when such rollback taxes are actually assessed.

12.9 Agreements and Commitments Affecting the Property. At the Closing Date, there will be no agreements affecting the Property, the EMI Land, the EMI Assets, the CMF Assets, and the Kulolio Assets except as shown in the Title Commitment, this Agreement, or as otherwise disclosed to Buyer by Seller in writing and approved by Buyer pursuant to this Agreement.

12.10 Employees.

(a) EMI Employees.

(i) Seller shall cause EMI to effectuate payment to EMI Employees of final payroll, accrued wages, accrued vacation benefits, bonus and incentive payments, severance payments, separation payments, pensions, profit sharing or retirement benefits, and all other employment related liabilities, if any, for the period prior to the Initial EMI Transfer Date. From and after the Initial EMI Transfer Date, Buyer shall cause EMI to provide, or to continue to provide, EMI employees with salary, wages, bonuses and benefits, including vacation, sick leave and contributions under employee benefit plans, except for Seller's cash balance defined benefit pension plan ("**Wages and Benefits**") that are generally comparable to the Wages and Benefits EMI employees received just prior to the Initial EMI Transfer Date. From and after the Initial EMI Transfer Date, Buyer shall assume and agree to pay all Wages and Benefits as and when payable to EMI employees, provided that Seller and Buyer agree that EMI will not offer any defined benefit plan to any EMI employees as of the Initial EMI Transfer Date. Buyer shall have no obligation or liability for the payment of any Wages and Benefits for the period prior to the Initial EMI Transfer Date, except to the extent otherwise credited to Buyer at Closing. Buyer agrees that if EMI terminates the employment of any such EMI employees for other than cause within one (1) year after the Initial EMI Transfer Date, then EMI shall provide a severance payment to such terminated employee in an amount equal to such employee's remaining base salary for the one-year period following the Initial EMI Transfer Date.

(ii) On the Initial EMI Transfer Date, Seller shall effectuate the cessation of EMI's and any EMI employee's participation in Seller's cash balance defined benefit pension plan. As of the Initial EMI Transfer Date, EMI employees will no longer be eligible to participate in Seller's cash balance defined benefit pension plan. Seller shall be responsible for [\[page 39\]](#) all liabilities arising from EMI's or any EMI employees' participation in Seller's cash balance defined benefit pension plan for the period before and after the Initial EMI Transfer Date. Seller shall also be responsible for all other Wages and Benefits accrued or owed to EMI employees for the period prior to the Initial EMI Transfer Date, including accrued vacation pay, accrued severance pay, and accrued sick pay.

(b) Non-EMI Employees.

(i) On the Closing Date, ABLT and a Buyer-related operator will enter into an Employee Transition Agreement in the form attached hereto as **Exhibit O**, pursuant to which certain identified employees will assist the operator for a limited period of time with the management and operation of the farming business. After that limited period of time, and no

later than the termination of the Employee Transition Agreement, the operator may offer at-will employment to certain employees, subject to I-9 verification ("**Eligible Employees**"). Eligible Employees will be offered Wages and Benefits generally comparable to those offered to such employees by Seller. Buyer agrees that if the Buyer-related operator terminates the employment of any of the Eligible Employees who accepted employment, then the Buyer-related operator shall provide a severance payment to such terminated Eligible Employee in an amount equal to the Eligible Employee's remaining base salary for the one-year period following the date on which the Eligible Employee's employment commenced.

(ii) Seller shall, at its sole cost and expense, bear all responsibility and liability for the termination of the employment of the Eligible Employees prior to the Closing Date, which shall include, but not be limited to, payment of final payroll, accrued wages, accrued vacation benefits, bonus and incentive payments, severance payments, separation payments, pensions, profit sharing or retirement benefits, dislocated workers' allowance and all other employment related liabilities, if any.

(iii) Seller and Buyer shall cooperate reasonably with each other to provide an orderly administrative transition to Buyer of the employees hired by the operator pursuant to this section, including the provision by Seller to Buyer of all necessary or appropriate documents, records, materials, accounting files and tax information with respect to each employee hired by the operator. Seller shall timely give notices, if any, that are required under any and all State of Hawaii and federal plant closing laws relating to the employees affected by this transaction. Seller shall indemnify, defend and hold Buyer harmless from and against all losses and claims related to any violation by Seller of such notice requirements.

12.11 Operating Companies Purchase Price Allocation. Buyer and Seller intend that, for U.S. federal income tax purposes, the sale of the Membership Interests to Buyer pursuant to this Agreement be treated as a sale by Seller of the Operating Companies' assets to, and an assumption from Seller of the Operating Companies' liabilities by, Buyer. Buyer and Seller shall prepare and file, and cause its respective Affiliates to prepare and file, its Tax Returns in a manner consistent with such treatment. As soon as reasonably practicable following the Closing Date, and in any event within one hundred twenty (120) days thereof, Seller shall prepare, and deliver to Buyer for its review, the proposed allocation of the Purchase Price (as determined for U.S. federal income tax purposes) among the each Operating Company's assets (the "**Operating Companies Purchase Price Allocation**"). Seller shall incorporate any reasonable comments [page 40] provided by Buyer within fifteen (15) days of such delivery into the final Operating Companies Purchase Price Allocation. Buyer and Seller agree (i) to report the federal, state and local income and other Tax consequences of the transactions contemplated herein in a manner consistent with the Operating Companies Purchase Price Allocation, and (ii) not to take any position inconsistent therewith upon examination of any Tax Returns, in any refund claim, in any litigation, investigation or otherwise; provided, however, that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of the final allocation and neither Buyer nor Seller shall be requested to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging the allocation.

12.12 Further Assurances & Post-Closing Cooperation. Buyer and Seller agree to, after Closing, take such actions as may be reasonably requested or required to implement this Agreement. Further, given the proximity of the Real Property and the Excluded Land, Buyer and Seller agree to cooperate reasonably and without charge, except as otherwise provided herein, after Closing in connection with the ownership, operation, use and development of their respective lands. However, nothing in this section shall require either party to incur material expense or liability or to materially impair its lands, business or other property. If any requested action or cooperation involves material out-of-pocket expense to the non-requesting party the non-requesting party's obligation under this section shall be subject to the agreement by the requesting party to reimburse it for such expense.

12.13 Retention of and Access to Records. For a period of three (3) years after the Closing Date, Seller shall retain the Retained Records and Buyer shall retain the Transferred Records. Buyer shall make the Transferred Records available to Seller or Seller's agents and representatives for inspection or copying, during normal business hours and upon at least three Business Days' prior written notice by Seller. Seller shall make the Retained Records (other than the Excluded Documents) available to Buyer or Buyer's agents and representatives, for inspection or copying, during normal business hours and upon at least three (3) Business Days' prior written notice by Buyer. If Seller discovers any further records relating to the Property, the EMI Land, the EMI Assets, the CMF Assets, and the Kulolio Assets, Seller shall deliver them to Buyer.

12.14 Environmental Matters.

(a) Definitions. As used in this Agreement, "**Hazardous Materials Laws**" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and similar Hawaii state laws (including without limitation Hawaii Revised Statutes Chapters 128D, 340E and 342B through 342P, inclusive, including 342H regarding solid waste); Clean Water Act, 33 U.S.C. §§ 1251, et seq.; Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq.; and in the regulations adopted pursuant to said laws, and "**Hazardous Materials**" means substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Hazardous Materials Laws. Page 41]

(b) Seller's Representations. Seller represents to Buyer that (i) except as disclosed in writing to Buyer in connection with the Property identified on **Schedule 12.14**, Seller has not received written notice from any governmental authority claiming or asserting that the Real Property or the EMI Land, or Seller or EMI in connection with the Real Property or the EMI Land, are currently in violation of Hazardous Materials Laws, (ii) Seller has not intentionally withheld from Buyer any material documentation in custody of Seller's environmental manager, Sean O'Keefe, regarding the presence of Hazardous Materials at the Property or the EMI Land or the compliance of the Property and the EMI Land, or Seller or EMI in connection with the Real Property or the EMI Land, with Hazardous Materials Laws, except for documents that are the work product of Seller's legal counsel or subject to attorney-client privilege, and (iii) to Seller's knowledge, Sean O'Keefe has custody of all of Seller's records and documents that Seller has, after commercially reasonable efforts, been able to locate regarding the presence of Hazardous Materials at the Property and the EMI Land or the compliance of the Property and the EMI Land, or Seller or EMI in connection with the Real Property or the EMI Land, with Hazardous Materials Laws.

(c) Post-Closing Remedial Actions. **Schedule 12.14** lists certain specific portions of the Real Property and the EMI Land known or suspected to contain Hazardous Materials that may not be in compliance with Hazardous Materials Laws (each, a “**Potential Environmental Site**”) and the investigation and/or remedial actions with respect to each site that Buyer and Seller have mutually agreed will be implemented (each an “**Agreed Corrective Action**”). Promptly after Closing, Seller shall diligently and at its own expense pursue to completion the Agreed Corrective Actions that are designated on **Schedule 12.14**. Seller shall provide Buyer with semi-annual, written reports in reasonable detail regarding the status of its work on each Agreed Corrective Action. As used herein, “completion” means substantial completion of an Agreed Corrective Action as agreed upon by the Buyer and the Seller (each acting reasonably) and, for any Potential Environmental Site where Hazardous Materials are found to be above applicable action levels, receipt of written confirmation from the applicable governmental agency with authority for enforcement of any of the Hazardous Materials Laws (each an “**Agency**”) that no additional remedial action is required (other than land use restrictions, ongoing site monitoring, inspection, maintenance and reporting requirements, and such other requirements as may be imposed by a “Conditional No Further Action” determination issued by the Agency). All communications with any Agency with respect to a Potential Environmental Site, an Agreed Corrective Action or a condition described in the following subsection (d) shall be coordinated jointly by Buyer and Seller. Where Section 12.14 provides that an Agreed Corrective Action shall be developed following initial site assessments and Agency consultations, the Agreed Corrective Action shall be mutually-agreed to at the time in consultation with the applicable Agency, and shall be (i) designed to achieve standards applicable to agricultural and commercial properties (but need not achieve standards applicable to residential or other higher uses, unless otherwise required by the Agency), (ii) the most cost-effective, unless otherwise required by the Agency, and (iii) otherwise, to the extent similar, be reasonably consistent with the other Agreed Corrective Actions, unless otherwise required by the Agency.

(d) Other Seller Actions Required. If, at any time after Closing for a period of five (5) years, any Hazardous Materials in violation of Hazardous Materials Laws not addressed under Section 12.14(c) are identified in, on or at the Real Property, the EMI Land or any [\[page 42\]](#) groundwater resources located at the Real Property or the EMI Land, Buyer shall notify Seller of such Hazardous Materials and they shall jointly report it to the applicable Agency, and Seller and Buyer shall consult with the Agency about it. If after Seller’s and Buyer’s consultations the Agency determines that remedial action is necessary, then Buyer, at Seller’s sole expense subject to the Liability Limitation, shall diligently commence and pursue to completion any remedial action the Agency may require, which shall be deemed an Agreed Corrective Action, to obtain written confirmation from such Agency that no additional remedial action is required (other than as may be imposed by a “Conditional No Further Action” determination). In determining the appropriate action, the standards set forth in subsection (c) above shall apply. Additionally, Seller shall protect, indemnify, defend and hold harmless Buyer from and against any and all liens, claims, losses, liabilities, damages, legal fees and costs asserted against Buyer by an Agency or an unrelated third party in connection with such Hazardous Materials in violation of Hazardous Materials Laws identified under this Section 12.14(d), subject to the Liability Limitation. Notwithstanding the foregoing, Seller shall have no obligation under this Section 12.14(d) with respect to any Hazardous Materials released or discharged after Closing by Buyer, any Buyer Affiliate or any tenant or other person occupying the Property by, through or under Buyer or any Buyer Affiliate.

(e) Indemnification. Seller shall protect, indemnify, defend and hold harmless Buyer from and against any and all liens, claims, losses, liabilities, damages, legal fees and costs asserted against Buyer by an Agency or an unrelated third party that arise out of or are attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, discharge, disposal, release or presence prior to the Closing Date of Hazardous Materials within the CPR Carve-Outs, the A&B Exclusive Easements or the groundwater sources located on such land, or the existence of Hazardous Materials prior to or as of the Closing Date or an alleged or actual violation of Hazardous Materials Laws arising from any condition existing prior to or as of the Closing Date, including, without limitation, from and against any and all liens, claims, losses, liabilities, damages, legal fees and costs asserted against or incurred by Buyer that arise out of or are attributable to any Agency requiring the cleanup or remediation of such CPR Carve-Outs or A&B Exclusive Easements. This section will survive the Closing and will not be subject to the Liability Limitation.

(f) No Other Liability. Buyer and Seller have negotiated a defined, limited scope of potential post-Closing Seller responsibility for Hazardous Materials or potential Hazardous Materials Law violations arising from or relating to Seller's ownership of the Real Property and the EMI Land as set forth in this Section 12.14, the A&B Exclusive Easements and the CPR Declarations, and Buyer has waived claims against Seller for other potential Environmental Conditions as and to the extent set forth in Section 4.4. These provisions are an essential inducement to Seller to enter into this Agreement and consummate the sale of the Property to Buyer. The purpose of these provisions would be frustrated if Buyer's Affiliates nevertheless made claims against Seller for Environmental Conditions that exist at the Property prior to or at Closing for which Seller is not liable to Buyer under this Section 12.14, the A&B Exclusive Easement or the CPR Declarations. Accordingly, Buyer agrees to hold Seller harmless from any claims asserted against Seller by Buyer's Affiliates for any loss or liability relating to any Environmental Condition existing at the Property prior to or at Closing for which Seller is not liable to Buyer by virtue of Section 4.4, except pursuant to this Section 12.14, the A&B Exclusive Easements or the CPR Declarations. Further, Buyer agrees that Buyer and Buyer's [page 43] Affiliates will include in all new leases or licenses of portions of Property agreements by the tenants or licensees thereunder not to assert claims against Seller for Environmental Conditions at the Property.

12.15 MECO Subdivision. With Seller's permission, Maui Electric Company ("**MECO**") is seeking final approval of the "Kuihelani Subdivision" of the portion of the Real Property bearing Tax Map Key No. (2) 3-8-6-3 into Lot 1 containing approximately 1,196 acres ("**Lot 1**"), and Lot 2 containing approximately 3 acres (the "**MECO Lot**"), all as shown on the proposed plat filed in County Subdivision File No. 3.2377 (the "**MECO Subdivision**"). If the County grants final approval of the MECO subdivision, the MECO Lot shall be excluded from the Real Property and Seller shall at Closing convey to Buyer only Lot 1 of the MECO Subdivision. If the County does not grant final approval of the MECO Subdivision by Closing then Buyer agrees to permit MECO to complete the MECO subdivision after Closing and, upon final approval and Seller's request, Buyer shall at no charge convey the MECO Lot to MECO by quitclaim deed free and clear of any monetary liens made by Buyer but otherwise subject to all encumbrances of record. Buyer shall not be required to bear any expense or liability in connection with the MECO Subdivision or the conveyance of the MECO Lot to MECO. Any County subdivision agreements required to be recorded as a condition of final approval of the MECO Subdivision will be Permitted Exceptions as to Lot 1.

12.16 Post-Closing Well Pump Repairs. Promptly after Closing Seller shall at its expense make commercially reasonable efforts to restore the pumps in Well Nos. 4, 6, 11, 17 and 18 at the A&B Land to working order substantially consistent with the condition of the wells when last operated for irrigation purposes and sufficient to perform a pump test on each well comparable in scope and duration to those Seller performed before the Effective Date with respect to other wells located at the A&B Land. Seller does not guaranty any particular results of such tests, only that they shall be done, and upon completion of such pump tests Seller shall have no further obligations with respect to these wells.

12.17 Interim Water & Power.

(a) From the Closing until the Initial EMI Transfer Date, Seller shall cause EMI to continue to provide surface water to the A&B Land on an as-needed basis consistent with past practice, without charge to Buyer.

(b) The Puunene Mill property contains certain electrical transmission, switching and associated equipment used in connection with the hydroelectric power and 12KV distribution system located at the Real Property and the EMI Land. After Closing the parties shall cooperate reasonably to develop a plan and timeline for Buyer's removal and relocation of such equipment from the Puunene Mill property. Such relocation shall be completed when reasonably practicable after Closing, taking into account both Seller's redevelopment plans and, where applicable, any work by MECO that is a necessary precondition to Buyer's relocation of such equipment. Until Buyer completes the disconnection of such equipment from the Puunene Mill property, Buyer shall continue to deliver hydroelectric power to the Puunene Mill property, as available after all of Buyer's power needs are met and on an as-needed basis consistent with past practice, without charge to Seller to the extent Buyer produces excess hydroelectric power. [\[page 44\]](#)

12.18 Ohanui Water System. [Seller] is the sole shareholder of Ohanui Corporation, a Hawaii corporation ("**Ohanui**"), which is the owner of the Kailua Public Water System (PWS No. 203), the Ohanui Kailua Well (State Well Number 6-5313-02) and a 5,400-gallon storage tank, all of which are located on the EMI Land (collectively, the "**Water System**"). EMI currently maintains and operates the Water System for Ohanui pursuant to the Agreement dated July 1, 2007, by and between EMI and Ohanui (the "**Existing Ohanui Agreement**"). On the Initial EMI Transfer Date, (i) Ohanui and EMI shall terminate the Existing Ohanui Agreement, and (ii) Ohanui and EMI shall enter into a new service agreement regarding the Water System. Buyer and Seller agree to work together in good faith to prepare a new service agreement reasonably acceptable to both parties, which agreement shall provide the following: the fees to be paid by Ohanui to EMI shall be sufficient to cover any and all costs incurred by EMI in providing the services to Ohanui, Ohanui shall be responsible for paying for any and all maintenance, repairs and replacements needed for the full functioning and operation of the Water System, and Ohanui and Seller as guarantor will indemnify and hold harmless EMI from any liability or cost that arises from the existing condition of the Water System and for any future liability or cost related to the Water System or Ohanui's failure to pay EMI for the services performed under the new service agreement.

12.19 Survival. The provisions of this Article 12 shall survive Closing.

1250 René-Lévesque Boulevard West, Suite 1400
Montréal, Québec
Canada H3B 5E9
Attention: Christian Bonneau
Email: cbonneau@investpsp.ca
With an email copy to: legalnotices@investpsp.ca
With an additional email copy to: NROperations@investpsp.ca

with a copy to: Arent Fox, LLP
55 Second Street, 21st Floor
San Francisco, CA 94105
Attention: M.J. Pritchett
Email: MJ.Pritchett@arentfox.com

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid. [\[page 46\]](#)

14.2 Brokers and Finders. Buyer and Seller are not represented by any brokers, and no broker or finder has been engaged and no brokerage fee is payable in connection with this transaction. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection with this transaction, (i) if such claim is based upon any agreement alleged to have been made by Buyer, Buyer will indemnify and hold Seller harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and (ii) if such claim is based upon any agreement alleged to have been made by Seller, Seller will indemnify and hold Buyer harmless against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees and costs) which Buyer may sustain or incur by reason of such claim. Buyer shall be responsible for any commissions or other compensation, if any, due to Trinitas Partners, LLC in connection with the transaction contemplated by this Agreement. Seller discloses that A&B Properties Hawaii, LLC, is a licensed real estate broker in the State of Hawaii. The provisions of this Section shall survive the Closing and shall not be subject to the Liability Limitation.

14.3 Assignment; Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Buyer's interest under this Agreement may not be assigned, encumbered or otherwise transferred whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Seller, provided that Buyer may assign its interest under this Agreement in its sole discretion and without Seller's consent to any one or more assignees which are entities managed or otherwise controlled, directly or indirectly, by Buyer or its principals, and Buyer may take title to the Property through one or more wholly-owned subsidiaries of Buyer.

14.4 Amendments. This Agreement may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

14.5 Interpretation & Certain Definitions. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions

hereof. As used herein “**Business Day**” means any day except Saturday, Sunday or a federal or state holiday on which the Hawaii Bureau of Conveyance is not open for recording of documents. As used herein “**Minimum Water Amount**” shall be 30 million gallons per day (“**MGD**”) of surface water for use by Buyer (exclusive of any water EMI is obligated to deliver to any third parties or to the Excluded Lands). As used herein, any amount of water expressed in million gallons per day or MGD means the average aggregate daily volume of water measured at Diversion Gage ID Nos. 6-55, 6-56, 6-57 and 6-58 over the immediately preceding twelve-month period, as reported in EMI’s monthly surface water use report to the CWRM.

14.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.

14.7 Merger of Prior Agreements. Except for the Nondisclosure Agreement and the Waiver Agreement, this Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof, including the letter of intent dated June 17, 2018. [\[page 47\]](#)

14.8 Attorneys’ Fees. In the event either Buyer or Seller brings any suit or other proceeding with respect to the subject matter or enforcement of this Agreement or any of the Transaction Documents, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys’ fees and costs as actually incurred (including, without limitation, attorneys’ fees incurred in appellate proceedings, attorneys’ fees incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 United States Code Section 101 et seq., or any successor statutes). This provision shall survive Closing and the termination of this Agreement.

14.9 Counting of Days. If any time period determined under this agreement shall end on a day that is not a Business Day, such time period shall be extended until the next following Business Day.

14.10 Time of the Essence. Time is of the essence of this Agreement.

14.11 Execution. This Agreement may be executed in counterparts and signatures delivered by electronic means or fax transmission shall be valid and binding for all purposes.

14.12 No Third Party Beneficiaries. The provisions of this Agreement shall not benefit any third party.

[Signature Pages Follow]

[\[page 48\]](#)

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement and Escrow Instructions as of the date first above written. SELLER:

ALEXANDER & BALDWIN, LLC, SERIES R

A & B PROPERTIES HAWAII, LLC, SERIES R

ALEXANDER & BALDWIN, LLC, SERIES T

BUYER:

MAHI PONO HOLDINGS, LLC,
a Delaware limited liability company... [\[page 49\]](#)

KA ULU NAHELE O MAUI HIKINA (THE FORESTS GROVES OF EAST MAUI)

As noted in several historical narratives cited earlier in this manuscript, for centuries, Native Hawaiians shared a close—familial and spiritual—relationship with the natural environment around them. Boundaries of lands were defined, and individuals living within given ahupua'a were responsible for the wise use of the resources within their homeland. A thought shared among many kūpuna (elders) and Hawaiian people today has been expressed as — E mālama i ka 'āina, a e mālama ho'i ka 'āina iā 'oe (*care for the land, and the land, in turn, will care for you*). This basic concept is centuries old, and is rooted in the spirituality of the Hawaiian people.

The forests have been the abode of the gods. Indeed, every elevational zone from sea to mountain peak was named by the ancient Hawaiians, and the forest zone where clouds regularly rested upon the mountain slopes was called wao akua (literally, the region of the gods). The wao akua is so named because of the pattern of cloud cover and precipitation which settles upon the mountain slope—this covering was interpreted as concealing from view the activities of the deity (cf. David Malo 1959:16-18; and M.K. Pukui, pers. comm. 1975). Failure to use care when visiting the forest and mountain zones, and in collecting resources, ensured failure in one's endeavors. Lack of care and respect often led one to become lost, or even die, in the forest region.

One aspect of historic land use and forestry in the Hawaiian Islands that becomes clear upon review of archival literature is that after western contact, the forests were primarily evaluated in terms of the western economic system (see Forestry communications in this manuscript). While in the centuries prior to the arrival of westerners in 1778, and subsequently into the reign of Kamehameha I, the system of land tenure and management tended to mirror the natural landscape of the islands. Later, after western contact, management systems focused on what, and how much, could be gotten from the land, and when culture got in the way of economic gain, culture was minimized or obliterated.

Foreigners looked at the land—first as a source of provisions for ships and second as a means for earning money, through the trade of natural resources such as 'iliahī (sandalwood). In 1778, European boars, goats, rams, and ewes were introduced by Captain Cook. While offered as a "gift," one of the motivating factors was that leaving the animals would produce a breeding stock to supply other foreign ships (Beaglehole 1967:276, 578-579). Later, in 1793, cattle were brought to Hawai'i by Captain Vancouver. Given as gifts to the king, a ten-year kapu was placed upon the cattle to protect them and allow them to reproduce (Kamakau 1961:164). Between 1793 and c. 1811, new stock was added and the number of cattle had increased dramatically. The cattle and other introduced stock were rapidly becoming a problem to the native population and forests. Cattle, and other livestock, were used as a colonial tool of expansion to claim land, displace native practices, and transform landscapes ecologically, economically, and culturally (Fischer 2017).

While the introduced animals were making their way into the higher elevations, other economic pursuits also led to the clearing of large tracts of land. In the early 1800s (c. 1810-1829), thousands of tons of 'iliahī (sandalwood) were cut from the forests around the islands for export to foreign ports (cf. Kamakau 1961). By the 1830s, the forests had nearly been stripped of sandalwood and many other plants of the forest were impacted by the clearings made for collection and transportation of the 'iliahī. Another reason that large sections of forest were

cleared was to develop lands on which western-introduced food crops (such as 'uala Kahiki or Irish potatoes) could be cultivated and harvested for sale to visiting ships.

It is also important to note that the introduced European boar was significantly larger, and thus stronger, than the Polynesian introduced pua'a, or pig (Beaglehole 1967:579). Native writers have recorded that prior to ca. 1815, when the native Hawaiians went hunting in the uplands, rather than hunting pigs or other large grazers, they hunted birds (for food, or for collection of feathers; the latter practice also entailed releasing the live birds once the choice feathers had been collected). They also collected woods, plants, and stone resources, all of which were integral to either subsistence or traditional practices. Detailed native accounts describe the sophisticated system of protocols and kānāwai (laws) by which these practices were undertaken. Failure to adhere to the system often resulted in severe punishment of the offending party, and at times, even resulted in being put to death (cf. Malo, 1951; I'i 1959; and Kamakau, 1961).

By the 1840s, free roaming cattle, sheep, and goats were having such a severe impact on the native dwellings (eating thatched houses) and consuming the produce of the agricultural fields, that most of the families who remained upon the land built stone walls around their residences and gardens. There are a number of historical accounts of the nineteenth century written by native Hawaiian authors that document early efforts to protect homesteads (kuleana), agricultural fields, and forests from introduced animals such as cattle, goats, sheep, and the European boar. The immediate response of the hoā'āina (native tenants of the land) was fencing, and "Pā hale" (house lots enclosed with walls or fences) are recorded in several Land Commission Awards cited in this study.

In 1857, the Hawaiian language newspaper, Ka Hae Hawaii, published a series of articles to encourage farmers (po'e mahi'ai) in their practices. On April 22, 1857, the series discussed different types, and the values, of fencing. The author, E. Bailey observed:

One cannot really protect the land from animals which are not held in a pen. Nor can one prohibit the roaming of animals. Therefore, one cannot relax when crops are not in an enclosure... The stone enclosure (pa pohaku). It is a good enclosure in an 'a'a place. A wall that will not rot, will not burn, will not be stolen. It is a wall that fends off (pale) animals well when it is built well. Goats are the only animals that it will not hold fast. Therefore, it is best to prohibit goats from farming lands... (BPBM HEN I:3242-3245)

Other types of pā 'āina (enclosures) discussed in the article included — pā lepo (dirt walls), pā lā'au (wooden fences), pā uea (wire fences), and pā ulu (growing fences). The latter "growing fence" was made by planting the introduced pā nini or prickly pear cactus in alignments. Indeed, it is from Maui, that we find one of the earliest references to the pā pipi or pā nini (prickly pear cactus) being used. In a communication dated September 29, 1852, W.P. Alexander of Maui, wrote to Reverend Armstrong, noting that cattle regularly crossed boundaries and trespassed into cultivated fields. He proposed that fences of cactus ("pa pipi") be planted to prohibit their trespass (HSA Public Instruction Series 261 - Box 81; Relating to Land; June-Dec. 1852)

So significant was the threat of wild animals to the Hawaiian landscape, and the important watershed lands, that on September 19th 1876, King David Kalākaua signed into law, an "Act for the Protection and Preservation of Woods and Forests." By that Act, the Minister of the Interior was authorized to set apart and protect from "*damage by trespass of animals or otherwise, such*

woods and forest lands, the property of government...best suited for the protection of water resources..." (Hawaii Laws Chapter XXX:39). The Law reads:

Hawaii Laws 1876

Chapter XXX

An Act – For the Protection and Preservation of Woods and Forests

WHEREAS, It is an established fact that the destruction of forests in any country tends to diminish the supply of water, therefore,

Be it Enacted by the King and the Legislative Assembly of the Hawaiian Islands, in the Legislature of the Kingdom assembled–

SECTION 1. That the Minister of the Interior is hereby authorized to set apart and cause to be protected from damage by trespass of animals or otherwise, such woods and forest lands, the property of government, as may in his opinion be best suited for the protection of water sources, and the supply of timber and fruit trees, cabinet woods and valuable shrubbery.

SECTION 2. For the purposes contemplated in this Act, the Minister of the Interior is hereby authorized to appoint some competent person as superintendent of woods and forests, who shall, under the direction of the said Minister, enforce such rules and regulations as may be established to protect and preserve such reserved woods and forest lands from trespass. *Said superintendent shall have charge of the construction of all fences and barriers required to protect the said woods and forest lands, and shall be responsible for their being kept in good condition. He shall, under the direction of the said Minister, be empowered to cause the arrest of any trespassers on such lands, and all constabulary or police of the districts in which such woods and lands may be situated, are hereby required to assist the said superintendent in carrying out the directions of the said Minister in the premises.*

And it is hereby made an offence punishable by a fine not to exceed one hundred dollars or imprisonment at hard labor not to exceed one year, upon conviction before any police or district justice, of any person who shall violate any of the rules or regulations established as aforesaid tabuing such woods and forest lands.

SECTION 3. The Minister of the Interior is hereby authorized to secure from the Commissioners of Crown Lands by lease or otherwise, such woods and lands being the property of the Crown, as may be suitable for carrying out the purposes set forth in this Act.

SECTION 4. Whenever it shall be necessary to extinguish any private right or title in any woods or lands required to fully carry out the intention of this Act, the fair valuation of the same shall be determined by referees agreed upon by and between the parties interested therein and the Minister of the Interior, and the valuation so adjudged and determined shall be the extreme limit of the price to be paid by the government for such woods or lands, and upon making tender of such price so determined by the referees, it shall be lawful for the said Minister to take possession of such woods and lands for the purposes aforesaid.

SECTION 5. The superintendent of woods and forests shall receive for the faithful performance of the duties of his office, such sum as the Minister of the Interior shall direct.

SECTION 6. The sum of — dollars is hereby appropriated for the purpose of carrying out the provisions of this Act.

Approved this 19th day of September, A. D. 1876.

KALAKAUA R.

[Hawaii State Archives]

Among the early beneficiaries of this Act were the Maui Hikina region rainforests, portions of which in 1876, under the signature of King Kalākaua, were leased for the development of the Hāmākua Ditch. Subsequently in 1878, another water lease authorized the development of the Spreckels Ditch. *Clauses in the original, and all subsequent leases and water licenses included requirements for protection and restoration of the forest ecosystem* (see citations under section of this manuscript which outlines the development of plantations and ditches). The 1876 Act was further defined by an Act of the Legislature of the Hawaiian Kingdom, approved by Queen Lili'uokalani on January 4, 1893, which established the Bureau of Agriculture and Forestry. Among the Bureau's goals was the "preservation of forests." On June 14, 1900, the members and functions of the Bureau were absorbed by the Board of Commissioners of Agriculture and Forestry (Hawaii State Archives – Com 2, Box 11).

A Historical Overview of Forestry in the Hāmākua-Ko'olau Region

The following narratives provide readers with historical background of forestry development and conservation programs in and adjoining Maui Hikina. It will be observed that great effort and partnership between Government Agencies, private entities such as Alexander and Baldwin/East Maui Irrigation Company, and members of the public were made during the time of forest reserve development. Memories shared in the oral history interviews we conducted record that the Maui Hikina region forests have continued to decline in spite of the efforts. The decline impacts all residents living below the forests, and those who rely on the water transported from the region to outlying lands of Maui.

June 26, 1897

**W. D. Aiken, Sub-Agent, Public Lands; to J. F. Brown, Agent, Public Lands:
[Reports on forest conditions; efforts of keeping wild cattle out; and
protecting watershed from animals and fires. Asks about proposed
ranger program]**

...Your favor of the 12th inst. to hand, and contents noted. As regards the appointment of a Ranger, I have as yet been unable to find a suitable person for the place. *As to taking up cattle on the government lands above Huelo, I have broached the subject to a few of the residents over there, and they object strongly. They say a great part of the year, and especially now, the stock have to go up there for water, and it would be impossible to keep them away. If impounded, they would immediately go back upon being released. The old Huelo Plantation lands are now being purchased by a Hui of natives there, and as they are having a hard time to raise money to pay for the land, they could not afford to fence. They further say that by impounding their stock, a great hardship would be worked them, as most of them live by raising a few head of cattle, and if this was done they would have to sell their stock, and have no means of livelihood. Yet I see when this Hui is completed, that the number of stock there will be greatly augmented, by those of non-resident share holders, and the forest will be further endangered.* So you see I have rather a delicate question to deal with, and more so as most of the parties concerned are Hawaiians. I do not care to see

them entertain such hard feelings against the Government as they will in case my proposed plan is carried out, so will not do anything until I have investigated the matter fully. *Reports have come to me that fires have been set in the woods up there, doing much damage to them.* I am going to put up notices there warning all parties against building fires on Government land, and offering a reward of say \$10.00 or \$20.00 for information that will convict anyone for so doing, which I trust will have your approval. *For many reasons I would prefer to have this appropriation for a Ranger at my disposal to use as I saw fit.* It will be very difficult for me to find a suitable person to permanently fill the position of Ranger for the money. What I need most at times is a man here in the office, so that I could attend to matters better out of doors. Why couldn't I be appointed Ranger also, then I could afford to have a man to help me in my other work when necessary, and, give my time also to the work I would want a Ranger to do. For I must say I can think of no one that I could trust to do what I want done outside. I don't see why this could not be done... [HSA, DLNR 2-16; Commission of Public Lands]

January 7, 1898
W. D. Aiken, Sub-Agent Fourth Land District;
to J. F. Brown, Agent, Public Lands
[Reports on disposition of Public Lands at Nahiku and Kupau;
and protection of Hāmākua Loa Forests]

...I beg to present the following report pertaining to Public Land matters in the Fourth Land District for the year 1897... Several months ago I brought up the question of protecting the forests of Hamakualoa, from the stock that roamed through them. As yet I have been unable to fully go over the ground, but it looks to me as though the only feasible way it can be done, will be to fence. But I would rather the matter would be held in abeyance, until such time, as I may be able to thoroughly cover the ground, which will be in a short time now...

August 7, 1901
W. D. Aiken, Sub-Agent Fourth Land District;
to Edward S. Boyd, Commissioner of Public Lands
[Regarding the 'ili of Kupa'u; and matters pertaining to preservation of forest lands;
noting that cattle have done great damage to forests]

...I note further what you have to say in the matter of the forest preservation, and will see Hon. H. P. Baldwin as soon as possible as to the best method to pursue [sic]. I heartily agree with the idea and in fact spoke to the Governor about the same matter some years ago when he was President of the Republic. I will have notices printed in different languages and widely posted. It occurs to me that perhaps you had better get the printing done down there, as you could get the same done in English, Hawaiian, Portuguese, Japanese and Chinese all together. Most of the above I can not get done here. I will await to hear from you on the subject.

In the matter of these forests I would also like to see something done towards keeping the cattle out of them, as there is no doubt that a great amount of damage is done by these cattle. The only way of course would be to fence, and this would require the cooperation of parties owning lands adjoining the Government lands in a large measure. However I hope that the matter of the Gov't forests will be taken up seriously before long. Yours respectfully... [HSA, DLNR 2-16; Commission of Public Lands]

October 19, 1901 (page 2)
The Maui News
Mr. Haugh's Report on Maui Forests

The following is the report submitted to Wray Taylor, Commissioner of Agriculture by D. Haughs, Forester concerning the forests on Maui recently inspected by Mr. Haughs:

Honolulu, T. H. Oct. 10, 1901.

Dear Sir: I herewith submit my report of the condition of the forests in the district of Makawao, Maui.

On September 9, along with Mr. H. A. Baldwin. Mr. W. O. Aiken and Mr. James Lindsay, we Inspected the forest along the Haiku ditch, a distance of about five miles. On both sides of this ditch is Government forest land. The trees on the mauka side of the ditch, as far as could be seen, are principally koa, ohia and kukui. With the exception [exception] of a few dead trees here and there, the forest is in very good condition and, in fact, is a typical Hawaiian forest. The underbrush and tangle of vines makes walking, should one wish to leave the trail, a rather hard proposition; in fact, it is hardly possible to get far without hewing your way.

The guardian of the ditch has strict orders to guard against cattle getting across the ditch from the lower lands, and fences have been erected where it might be possible for cattle to go over. With this precaution, the management of the Haiku plantation has been able to preserve the natural vegetation and this, in a great measure, protected the water supply.

On the lower side of the ditch there is a strip of forest adjoining the lands of the Huelo Sugar Company. This tract of forest is used by many people for grazing their cattle; in fact I may say that it is well stocked, and cattle of many different brands are to be found there. This may be very convenient for people to graze their cattle in this way, without paying any rent, but I think it would be more profitable to the community at large, and also to the Government if this tract was fenced and made into the forest reserve. There are a good many trees on the tract and if fenced off and protected for a little while I have no doubt that a number of young ones might spring up. I think we ought to try to protect as much as possible the remnants left of the natural forests, for the time is surely coming when not only fencing, but reforestation, which is a great deal more expensive, will have to be done to insure our water supply. The amount of fencing required for this part would be about six miles, and the same could be erected for about \$200 a mile. I would also suggest that the owners of adjoining lands be requested to bear one-half of the expense of fencing and caring for same.

The next part visited was Kula. Starting from Haiku we went along the lower Government road through pasture lands that seemed to be suffering for want of rain...

...In planting such lands as may be reserved I think that new varieties of trees ought to be planted. I will mention a few of the kinds which I am sure will do well on this tract and will also become very valuable for their timber qualities.

- Acacia Melanoxylon (Foreign Koa.)
- Acacia Concurrans (Black Wattle.)

- Casuarina Equistifolia (Ironwood.)
- Casuarina Glanca.
- Grevillea Robusta (Australian Silk Oak.)
- Cupressus Macrocarpa (Monterey Cypress.)

Several of the most valuable species of the eucalyptus and some of the best of the eugenia family.

I am sure these trees will do better and grow faster than the native ones and prove more valuable as timber trees...

January 9th, 1902
W. D. Aiken, Sub-Agent;

to Edward S. Boyd, Commissioner of Public Lands

[Describes disposition of Government Lands in the Ko'olau and Hāmākua Loa Districts; and importance of water producing forests to the well-being of all Maui]

...I beg to present to you the following, as my annual report on Public Land matters in the Fourth Land District for the year just passed that is 1901...

Haiku-Uka. – "Board of Education Land". — This land running from Piiholo hill up beyond Olinda to near the top of the mountain, and under lease to the Haleakala Ranch Co., is purely forest land, and should be kept as a forest reserve. Settlers have already spoken for it, but upon the expiration of the lease, in Sept. 1905, I would earnestly recommend that it be made into a forest reserve...

...Nahiku. - Above the homestead lots of Nahiku is a magnificent Government forest, that should be kept as such without the least encroachment. I would recommend that it be strictly preserved.

Koolau, from Nahiku to Honomanu. - This tract of land, comprising thousands of acres, is practically the life of Maui. It is one vast impenetrable forest, that conserves sufficient water to supply the needs of the Island. This entire tract is so cut up with deep, rugged gulches, that with one exception, it would be impossible to find sufficient agricultural land within it's borders to hang on to. This one exception is in what is known as the Keanae valley. Here there are several hundred acres of what is the best agricultural land on the Island, but it is only several hundred out of thousands and thousands. It needs no argument to show the importance of preserving this tract for strictly forest purposes, as the welfare of the Island depends entirely upon it, for here is almost the only water supply for the main part of the Island. So this forest tract should be thoroughly fenced up, so that no stock could get a foothold therein.

The question arises as to the most available means of doing this. There would be miles and miles of fence to build, and after being built to maintain. Were this tract made a National Forest Reserve all the expense of this would be on the Government, which would be considerable. The plan that I would recommend in regard to this tract, is along the lines as proposed by Hon. H. P. Baldwin in his application to you for a lease of this tract. *I would recommend that the lease of this land be sold at auction to the highest bidder. That the lease contain strict provisions for the preservation of the forest; that no stock whatever would be permitted to run therein; that the lessee fence up the same in a thorough manner,*

and maintain such fence in an efficient state; that no trees be cut except just what might be needed for fence posts; and that the Government could at any time take possession of any agricultural land that might be found therein. Any failure to maintain and keep these conditions to work a forfeiture of the lease. The lessee would then see that the conditions were strictly kept, and the Government would secure a most efficient forest reserve, and derive a revenue therefrom. The annual rental for this privilege would have to be nominal, in view of the enormous expense that the lessee would be at in carrying out the conditions of the lease, and in developing the water supply wanted. Then too the Government would benefit again in the increase of the taxable property, brought about by the application of this large amount of water on the arid lands of the Island, of which there is now a large amount lying idle...

Hamakualoa. - Kailua to Halehaku. - This land is in the same class exactly as the two former, but it differs in that it is higher up. The two former run to the sea, while below this tract is private lands. Being so high up there is no land that would be termed agricultural land, it all having been taken up below. All of this tract that lies below the Hamakua Ditch has been effectively cleared of forests by the stock of the people below running through it, and shows what the effects of stock are. The Plantations interested in the lease of this land have offered to fence up all the Government land to keep out all stock, and should be encouraged to do so. This tract of land should also be kept for all time as a forest reserve, giving one continuous forest reserve from Hana, to Makawao. With Kula also included the mountain of Haleakala would almost be completely encircled by a forest reserve, which is an end that one should feel proud to work for, and which would be the grandest thing that could happen for the Island of Maui... [HSA, DLNR 2-16; Commission of Public Lands]

July 28, 1905
Committee on Forestry,
Board of Commissioners of Agriculture and Forestry, Honolulu, T. H.
[Proposed Koolau-Hana Forest Reserve]

...I have the honor to submit herewith a report with recommendations on the Proposed Forest Reserve in the Districts of Koolau and Hamakualoa, island of Maui.

The area with which this report deals may be roughly described as extending from the Hana-Koolau District boundary line, at the East end, to the land of Opana in Hamakualoa, at the West, and from the line of the Koolau and Upper Hamakua Ditch to the crest of the ridge on the North side of the crater of Mount Haleakala.

The report is based upon a personal examination of the area made by me during visits to Maui in September and November, 1904, and upon additional information obtained during and since these visits from Government officials and other persons familiar with the locality.

I would here note my special obligation to Messrs. H. P. Baldwin, H. A. Baldwin, W.F. Pogue, Hugh Howell and L. Von Tempsky for information, assistance and various courtesies extended to me.

The object of the Proposed Koolau Forest Reserve is to protect the native forest now covering the watersheds of the streams on the windward side of Maui which supply the water for irrigating the great Wailuku Plain lying between Mount Haleakala and the West

Maui Mountain. This area when irrigated is among the most productive land in the Territory. Without water it is of only inferior value for grazing.

Under existing conditions sugar-cane is the most profitable crop that can be grown on this land; a statement which will doubtless remain true for a long time to come. But even if with altered economic conditions it were some time found advisable to substitute other crops for sugar-cane, irrigation would be none the less necessary if the most satisfactory results were to be obtained.

Because of its situation, climate and soil the central Maui Plain must forever remain one of the most highly productive areas in the Territory, provided always that it continues to receive an adequate supply of water for irrigation. Nowhere in the Territory are the benefits of irrigation more marked, while from its location in regard to transportation facilities this section possesses advantages unusual in Hawaii.

For these reasons the protection of the forest upon which depends the regularity of flow in the streams that supply its irrigation ditches, is a matter of prime importance. And it is of importance not only to the interests immediately concerned but also to the community as a whole, because through the increased production made possible by the application of water to land otherwise of little value, the Government profits both through an increase in direct taxation and also through the indirect benefits which accrue to the Territory by reason of the many and diverse interests which the main industry gives rise to and supports. It has been stated by Mr. M. M. O'Shaughnessy [1905] that for each additional 1,000,000 gallons of water per day, 100 acres of cane land can be brought under cultivation. The average number of tons of sugar per acre from the 1904 crop of the Hawaiian Commercial and Sugar Company was 7.23. These figures do not require further comment.

The Baldwin Interests which control the greater part of the Central Maui Plain, are keenly alive to the value of forest protection, and with commendable foresight have done much to protect the existing forest in the Koolau District, as well as, by extensive planting of forest trees, to extend the forest cover over other lands. Furthermore their representatives have expressed their desire and intention to cooperate with the Government in the creation and maintenance of the Koolau Reserve.

*The Koolau District on Maui has many features in common with the District of Hilo on Hawaii. Each lies on the windward slope of a high mountain and so receives the benefit of the heavy rainfall that comes from the clouds brought in by the trade winds. *The belt of heavy precipitation on Maui apparently extends lower down the mountain side than it does in Hilo and the maximum recorded rainfall is greater in this district than anywhere else in the Territory. Records kept during the construction of the Koolau Ditch show as is to be expected, that the rainfall is much greater in the forest belt than that recorded at the regular stations below. The rainfall gradually diminishes [sic] toward the west but throughout the Koolau District it is heavy and during a good part of the year almost continuous.**

The native forest in the Koolau and Hamakualoa Districts is made up of the trees commonly found on the windward side of the Hawaiian Islands and forms where protected from injury by cattle or fire, as almost all of the Koolau Forest is, a dense, almost impenetrable jungle. At the higher elevations there are heavy stands of Koa (acacia koa) which perhaps some day may be turned to economic use. Lower down the predominant tree is the Ohia Lehua (Metrosideros polymorpha). In mixture with the Ohia are found a variety of the other and less

important trees of the Hawaiian forest. The undergrowth throughout Koolau is dense and luxuriant, tree and other ferns, shrubs and climbing vines covering the forest floor in great variety and profusion. On the sides and in the bottom of the numerous gulches native bananas of many kinds grow to good size, an indication that these lands may ultimately be turned to account in fruit production or perhaps in growing plants of the allied genus yielding Manila Hemp.

The Districts of Koolau and Hamakualoa are characterized by a succession of deeply cut gulches, an interesting example of erosion resulting from heavy rainfall. Outside of the trails following the irrigation ditches and the main Government trail near the Coast, the county is without roads of any kind. Combined with the character of the forest this fact explains why the main body of the north slope of Haleakala remains practically unexplored.

Considerable interest is just now being manifested in the Koolau District in the cultivation of rubber. A plantation has been started at Nahiku in a sheltered situation and at a low elevation, which if successful will lead to the establishment of a new industry in the islands. The plantation is still in the experimental stage but if it develops as satisfactorily as the present indications promise, there is good reason to believe that many of the gulches and some of the other protected lands along the Koolau Coast may also be used for rubber. The Nahiku Company is depending mainly on the Ceara Rubber (*Manihot glaziovii*) but is also experimenting with other rubber producing trees, notably Central American Rubber (*Castilloa elastica*) and Para Rubber (*Hevea brasiliensis*).

There is at present little attempt at the systematic cultivation of any other crops in the Koolau District, except in a small way near the sea. A little grazing is carried on by individuals but this also is confined to the lower lands.

After careful consideration the trail bordering the Koolau Ditch, with its Eastern and Western additions-respectively- "The Nahiku Extension" and the "New" or "Upper Hamakua Ditch" – has been taken as the lower boundary of the Koolau Reserve. The trail is taken rather than the ditch itself because it is a boundary always in evidence, whereas the ditch not infrequently becomes a tunnel and is lost to sight. When the tunnel runs through a ridge the trail follows around the hill, usually on a nearly even grade, elsewhere the trail borders the ditch itself. The trail is a well made and permanent improvement and being constantly in use by the ditch tenders forms a definite and easily maintained boundary. The ditch itself where uncovered prevents cattle from entering the forest above, while short stretches of fence across the ridges above the tunnels or along the trail will usually serve to keep them out at these points. Frequently also the topography makes fencing unnecessary.

At present the native forest comes in many places much below the lower line of the Proposed Reserve. The part of the watershed lying between the Koolau Ditch and the ditches nearer the sea is accordingly protected; an important matter as not a little water is developed from springs below the line of the Upper Ditch. Under the existing leases this forest is in a large measure protected from cattle by clauses requiring fencing; especially by a forest fence built along the Government Road under a provision of the Koolau Forest Lands lease.

On the private land which they lease or own in fee the Baldwin Interests keep the cattle out and jealously maintain the forest cover, while at the west end of the Reserve on the land of Opana, and extending there from into the District of Hamakuapoko, extensive artificial

plantations of forest trees, have, as stated above, been started by the Baldwins to replace the natural forest cover of former years.

Until there is a very decided demand for the Government land between the ditches for some form of agriculture which gives more than ordinary promise of success it is believed that the best interests of the Territory will be served by maintaining the forest cover down to the lines of the lower ditches.

From the Hana-Koolau District line to the Halehaku Gulch and between the lower line of the Proposed Forest Reserve and the ocean the gross area is approximately 22,500 acres. Of this a good portion is Government land so that even with this forest area excluded there is ample room for all the development likely to occur for a considerable time to come, particularly as rubber does best only at the lower elevations.

But in settling on Forest Reserve boundaries it is desirable to draw lines which shall be as definitely fixed as reasonably may be. For a permanent lower boundary the line of the Koolau Ditch seems to come nearer to meeting the requirements than any other which could be chosen. It is permanent, definite and in itself much of the way a barrier against cattle. It has accordingly been adopted. The elevation of the Koolau Ditch at the Eastern end of the Reserve is about 1300 feet, at the West end about 1200 feet.

On the upper side of the Reserve between the top of the woods and the crest of the crater there is a belt of open land. This is an area of light precipitation compared with the section below but as a number of streams head therein, and as the area while suitable for grazing is inaccessible, it is believed that it is the wisest policy to include it in the Reserve. A good share of this area, especially the western half is on the privately owned land of Haiku uka belonging to the Haiku Sugar Company and Paia Plantation. *The elevation of the line of the top of the woods is between 6000 and 7000 feet. The crest of the crater, where the reserve line follows it on Government land is from 7500 to 8000 feet.* It is confidently believed that at this elevation coniferous trees from the temperate zone could be grown to advantage. Such a plantation would be of great interest and in time of economic value.

A band of wild cattle at present wanders at large in the Koolau forest. It is thought that these animals work for the most part near the upper edge of the woods. No estimate of the number can be given but the band is not supposed to be a very large one. Systematic hunting should be undertaken to drive out or exterminate these cattle.

The lands within the Koolau Forest Reserve may for the present purposes be considered as divided into seven tracts, which beginning at the East may be described as follows:

- (1) Hana Forest Tract: the portion of the Government land known as the Hana Forest Tract extending into the Koolau District; under lease to Hana Plantation Co. (Lease No. 492).
- (2) Nahiku Forest Tract: Government land; Water rights leased to Hana Plantation Co. "Koolau Water Rights". (Lease 520B).
- (3) Koolau Forest Lands, Tract No.2. Government land leased to H.P. Baldwin. "Koolau Forest Lands". (Lease No. 538).
- (4) Koolau Forest Lands, Tract No. 1. Government land leased to H.P. Baldwin. "Keanae-Wailua 1 and 2". (Lease No. 5339).

- (5) Honomanu: Government land, leased to Hawaiian Commercial and Sugar Co. (Lease No. 52).
- (6) West Koolau Forest Tract: Government land; Water rights leased to Haiku Sugar Co. & Paia Plantation Co. "Hamakua & Hamakualoa Water Rights. (Leases Nos. 267 B and 475).
- (7) Halehaku, Peahi, Opana & Haiku uka: Fee simple lands owned or controlled by the Baldwin Interests; lying to the south and west of the Koolau Forest Tracts.

Of the above it is proposed that the Government set apart the lands covered by water leases, namely, the Nahiku Forest Tract and the West Koolau Forest Tract, these being the only Government lands within the reserve not now under lease or on which the leases are within two years of expiration.

For the reason outlined above, which may be summarized in the statement that *the protection of the forest covering the Koolau watershed is essential to the best interests of the Territory*, I recommend that the Board approves the creation of a Forest Reserve within the boundaries described below, and that it requests the Governor to set apart in accordance with Law, the unleased Government lands lying therein; and further, that steps be taken to secure the cooperation of the private interests holding land within the Koolau Reserve boundaries, that the objects for which the reserve is made may be fully realized.

Following is a copy of the description of the boundaries of the Koolau Forest Reserve compiled by Mr. S.M. Kananui of the Government Survey Office. The original description with a map of the Koolau Reserve is on file in the Office of the Board.

Description
Proposed Koolau Forest Reserve
Hamakualoa And Koolau Districts, Island Of Maui

It is proposed that the Koolau Forest Reserve consist of the Government lands and other tracts belonging to private individuals or corporations lying within the following boundaries;

Beginning at a point on the boundary line between the District of Hana and Koolau, where the mauka boundary of the Nahiku homesteads if projected easterly would intersect the said District line, the boundary runs:

- (1) In a general north-westerly direction to and along the mauka boundary of the Nahiku Government homesteads to the gulch between the lands of Kapaula and Puakea, or Paakea, said gulch being also named Waiaaka gulch on Public Lands Map No. 20 [Registered Map No. 2429] of Nahiku about 22,000 feet in a direct line;
- (2) Thence, makai down said Waiaaka gulch to the Koolau Ditch, about 2800 feet in a direct line;
- (3) Thence in a general westerly direction along the Koolau and upper Hamakua Ditch trail to the western boundary of the land of Opana in the district of Hamakualoa, about 61,000 feet in a direct line;
- (4) Thence mauka along the westerly boundary of said Opana to the makai

boundary of the land of Haiku uka, belonging to the Haiku Sugar Co. and Paia Plantation, about 20,000 feet in a direct line;

- (5) Thence, in a general westerly direction, along the makai boundary of the said Haiku uka land of the Haiku Sugar Co. and Paia Plantation, to the Maliko Gulch, near Pali o Ka Moa, about 2000 feet in a direct line;
- (6) Thence south 34° East, true, 17,800 feet, along the land of Makawao to the summit of the hill called Puu o Kakae;
- (7) Thence south 53° 21' East, true, 42,980 feet, along the land of Kalialinui, crossing the Koolau Gap, to Pohaku Oki Aina;
- (8) Thence, in a general easterly direction, along the northern crest of the Kipahulu valley to a point where the boundary line between the Districts of Koolau and Hana intersect the Kipahulu valley, about 10,000 feet in a direct line;
- (9) Thence, in a general north-easterly direction, along the said boundary line between the said Districts of Koolau and Hana to the point or beginning, about 21,500 feet in a direct line;

The various distances in the above descriptions are approximate only being scaled from the map showing the Reserve boundary.

Area 42,969 acres, more or less.
Superintendent of Forestry... [HSA, GOV 2-1, Forest Reserves]

August 3, 1905

Resolution

**In regard to the Proposed Forest Reserve
In the Districts of Koolau and Hamakualoa, Island of Maui**

Resolved that the forest reserve on the windward side of Maui extending from the Hana-Koolau district boundary line, at the east, to the land of Opana in Hamakualoa, at the west, and from the line of Koolau and upper Hamakua ditch to the crest of the ridge on the north side of the crater of Mount Haleakala, in the districts of Koolau and Hamakualoa, island of Maui, as recommended by the committee on forestry, based upon the report of the superintendent of forestry, dated July 28, 1905, and on a map and description prepared by the survey office, now on file in the office of this board, be approved.

Resolved that the board recommends to the governor that the government lands within the boundaries of the proposed Koolau forest reserve be set apart by him, after the hearing required by law, as compartments of the Reserve.

Resolved further that the Board recommends to the Governor that all the land within the said described boundaries be approved by him to be set apart as a Forest Reserve, subject to all private rights and titles, and that all owners of private lands lying within said boundary be requested to cooperate with the Board of Agriculture and Forestry in reserving all of said lands for forestry purposes, in accordance with the terms of Chapter 28 of the Revised Laws of Hawaii.

Passed and approved this 3rd
Day of August, 1905.

(signed) L.A. Thurston. C.S. Holloway. J.F. Brown. Alfred W. Carter.
[HSA, GOV 2-1, Forest Reserves]

June 4, 1906

G.R. Carter, Governor; to R.S. Hosmer, Bureau of Agriculture

In discussion with Secretary Atkinson, he informs me that during my absence, while he was Acting governor, the proposition was submitted by those representing Baldwin's interest in forestry lands in Koolau, Maui, which did not conform to the understanding which he supposed we had with them, particularly as the arrangement was only for ten years. He, therefore, declined to execute the document.

I had supposed that when the Government had declared its forest reservation in that region Mr. Baldwin was to do the same with his, under an agreement that if the Government ever opened up any of its land for any purpose whatsoever, then Baldwin would be free to take his lands out of the reservation. In this way a compact would be entered into which would morally obligate the Government and cause any administration in the future to hesitate before withdrawing any Government land in that district.

I approve of Secretary Atkinson's course in declining to accept their agreement, and we will let the matter stand as it is, for I consider we are now relieved from any obligation to maintain that forest reserve intact, and the Government will be free in the future to withdraw from the reservation any portion which might become more valuable for industrial purposes... [HSA, GOV 2-8, Public Lands - Maui]

July 20, 1906

G.R. Carter, Governor; to H.P. Baldwin

Enclosed, find copy of letter written by me on June 4th to the Superintendent of Forestry, in re the forest reserves on Maui, which brought about a meeting yesterday morning between myself, Thurston, Hosmer, Smith and Olson, the sum and substance of which was that Thurston, speaking for the Forestry interests, claimed to be in that position where they were ready to accept anything. W.O. told me that during my absence, Atkinson intimated bad faith or something of that sort; but that his main contention was that the Government could not bind itself and, therefore, the plan which I had supposed was going through had not been consummated. This leaves the situation exactly where I tried to put it of records in my official letter to the Superintendent of Forestry. Govt. forest land has been put in the reservation but it is free from any moral obligation to maintain the reservation...

Now, while lawyers may stumble over the technicalities and are afraid to do anything, yet I believe it is to your interest and to the interests of the Government for us to go as far as we can in tying that land up; and I still hold to the original plan—that you turn your lands over to the Forestry Board on the sole condition that we maintain our reserve intact. It seems to me an agreement can be drawn which will release either party should the other withdraw their land... [HSA, GOV 2-8, Public Lands - Maui]

July 25th, 1906
H. P. Baldwin; to G.R. Carter, Governor, The Territory of Hawaii

...Your favor of the 20th. inst., to hand relative to "Forest Reserves on Maui."

I have also received a letter from W. O. Smith on the same subject.

So far as I am concerned, and I am sure J. P. Cooke agrees with me, I am perfectly willing to have the Forestry Agreement with the Government perpetual, providing that the Government could make an Agreement that would stand for all time. The Legislature, however, can at any time up-set the Agreement by passing a law to open up the land, so that the Government Agreement to make it perpetual, is not good.

I propose that as some of the parties connected with our Plantations, and our Lawyers, are inclined to limit the period [as typed], we make a trial period of say 18 years, which would be about the term of our Land & Water Agreement with the Government. We have the proposed Forest Reserve now enclosed with a fence, and in addition a portion of the Government Forest on the Haiku side of Honomanu, which is not in the Agreement, but the fence can be removed "mauka" at any time. It is wise, however, to have it under fence now, as there are stray animals all through that country that should be kept out of the Forests.

I was very sorry that Secretary Atkinson saw fit to turn down the Agreement that was made, on account of its being reduced to 10 years; for as a matter of fact, we are ready to continue it, even if the first Agreement should be only for 10 years, for an unlimited time.

Now that the Forest Reserves have been fenced off, I understand that the young trees are starting to grow finely.

Hoping that the above will meet with your approval... [HSA, GOV 2-8, Public Lands - Maui]

July 26, 1906
G.R. Carter, Governor; to H. P. Baldwin

...From yours of July 25th, I understand that you propose a trial period of 18 years, during which, for and in consideration of a transfer by you to the Board of Forestry of your lands for their use and control, the Territory of Hawaii shall agree to maintain its forest reserve, as heretofore set aside.

Before finally accepting your proposition, I think it would be well to have Thurston and W. O. Smith get together and draft just what is proposed.

The other day I looked over a draft of the agreement proposed for ten years and it was so long and complicated that I admit my inability in the time at my disposal to grasp it all. One thing I noted, that you reserved a right of way from any point outside of the forest reserve to any point within, covering ingress and egress. While such a condition might do no harm in the hands of such men as you, yet don't you think that if such a provision is inserted in your favor the same thing ought to be allowed the Government on its reservation. What I am perfectly willing to do is to bind the Government land in exactly the same way you bind yours. If you want the right to develop, without denuding the forests, give us the same; if you want the right to secure water in your area, let the Territory have the same right; if you want

a right of way from any point without to any point within (which, of course, could be made to cover the whole area), then let us have the same. If you wish to make it for eighteen years, then we will tie the Government land up for eighteen years—that is, of course, as far as we are able to.

Now, if the attorneys you employ want to use up page after page describing the conditions under which you turn your forest lands over to the Department I can have no objections, provided your instrument contains one clause which leaves the Territory of Hawaii as free to act in relation to its forest reservations heretofore set aside as you will be under the agreement in relation to yours... [HSA, GOV 2-8, Public Lands - Maui]

August 1, 1906
H. P. Baldwin; to Geo. R. Carter, Governor, The Territory of Hawaii

...In connection with the Forestry question - I would say that Land Commissioner Pratt has a Surveyor by the name of Wright out near the Kailua land where Mr. Pogue lives, surveying the Hanehoi and other Government lands, with a view I understand, of cutting them up for Homesteads. The proposed Forestry line is I believe in that region along the new Hamakua Ditch, but there is also Forest land below the new Hamakua Ditch in that region. I fully expect now that the Forestry Agreement will be carried out, and if it meets with your approval, the Surveyor should be instructed not to go above the proposed Forest line, and it would be well even for him not to touch Forest land below said proposed Forest line, if it can be helped. *We have gone on the principal, in that whole region, of protecting all the Forest land we can, even though it be below the line of the proposed Reservation.*

I understand fully that the Government has a perfect right to dispose for Homestead purposes, or otherwise, Forest land in that region, but so long as they have other lands that are just as good and perhaps better for agricultural or pasturage purposes, I see no reason why Forest land should be put out for Homesteads, and I think that the Government has ample land for all Homesteads that will be called for. *The rainfall in that region has diminished on account of the Forests being denuded, and it is in the interests of the general public, and also the Government, who get a good annual rental from water sold, to preserve Forests as far as possible.* I am sure you will agree with me fully in this matter... [HSA, GOV 2-8, Public Lands - Maui]

April 23, 1907
Committee on Forestry,
Board of Commissioners of
Agriculture and Forestry, Honolulu.

...Act No. 4 of the Session Laws of 1907 amends Chapter 28 of the Revised Laws of Hawaii, by empowering the Governor to set apart as forest reserves government land whether it is under lease or not, provided that if the land is under lease, the reservation shall not affect the vested rights thereby acquired. Under the terms of this act I hereby recommend the reservation as "lands actually set apart" of the tracts of government land now under lease, within the boundaries of the Koolau and the Hana Forest Reserves on Maui.

The reasons for the creation of the forest reserves on the windward side of Maui were fully discussed by me in former reports. The arguments there set forth apply with equal force to

the lands now under consideration, which form integral parts of the reserves as established. They need not be repeated here.

For purposes of reference it may be stated that my report upon the Koolau Forest Reserve was made under the date of July 28, 1905, published in the Forester and Agriculturist for August, Vol. II, pp 234-240. Reports on the Hana Reserve were made on March 2 and April 6, 1906, published in the Forester and Agriculturist for November, 1906, Vol. III, pp 353-358. The Koolau Forest Reserve proclamation appeared in the Forester for September 1905, Vol. II pp 272-273; that of the Hana Reserve in the issue for December 1906, Vol. III, pp 418-419.

In connection with the setting apart of the lands in the Koolau Reserve it should be borne in mind that in the agreement entered into last autumn between the Government and the Alexander and Baldwin Plantations, whereby the management of the private land in the Koolau Reserve was turned over to the Board, the Government bound itself:

“That all lands now held and owned by said Territory of Hawaii and that it may hereafter acquire during said period of this surrender, upon such acquisition, within said boundaries herein before specifically set forth, *except the lands within said boundaries covered by Government leases Nos. 538 and 539, both dated February 26, 1902*, made by the Commissioner of Public Lands for and on behalf of the Territory of Hawaii to H.P. Baldwin, shall likewise be immediately set apart as a forest reserve for said purposes, as far as and as soon as it is able so to do under the laws of said Territory.

That at least immediately upon the relief or release within said period of this surrender of all, or any part, of the lands covered by said Government Leases Nos. 538 and 539, from said leases, or either of them, by expiration or termination or otherwise, the lands within said boundaries so relieved or released shall be set apart as a forest reserve for said purposes; but, if possible under the laws of said Territory at any time within said period of this surrender before such relief, release or releases, then as soon as thus possible, the lands within said boundaries covered by said leases shall be set apart as forest reserve for said purposes.

That all lands set apart as hereinbefore specified as a forest reserve and all lands now held, controlled or owned by said Territory of Hawaii, within said boundaries that have already been set apart as a forest reserve for said purposes, shall be used and maintained during said period of seventeen years covered by this surrender as a forest reserve for forestry purposes according to the general purposes of the present forestry laws of the Territory of Hawaii, except where such use and maintenance will be inconsistent with the rights now existing of third persons in any such right or rights, such use and maintenance shall immediately being in the lands relieved therefrom and shall thereafter continue throughout said period of seventeen years covered by this surrender.”

Under the law as it stood before the amendment enacted last month, only the land of Honomanu, 2,000 acres, in the Koolau Reserve, and the small portions of E. Honomaele and the Kawela-Kaeleku tract, 80 acres, in the Hana Reserve could be set apart. The advantage of the amendment is at once apparent when in these two reserves alone it permits 22,943 acres to be put into the permanently reserved class.

That there may be no misunderstanding of the terms of the present law I may again remark that the reservation goes into full effect only on the expiration of the existing leases, all rights acquired thereunder being guaranteed to the lessee during the term of the lease.

For the reasons above set forth I now recommend that the Board request the Governor, to set apart, after the hearing required by law, the portions of the following named government tracts within the boundaries of the Koolau and Hana Forest Reserves as integral parts of those reserves.

Following is a list of the lands to be so set apart:

Resolution Relating To The
Koolau Maui Forest Reserve

Resolved that those certain lands in the Districts of Koolau, Island of Maui, described in general terms as follows:

Name of Land	Area in Reserve Acres	Lease Number	Lease Expires
KOOLAU FOREST RESERVE			
# Honomanu	2,000	52	July 1, 1908.
# Keanae, Mauka	8,750	539	Feb. 26, 1923
# Wailua, 1 and 2 Mauka	1,280	539	Feb. 26, 1923
Wailua-Ulaino Forest	3,000	538	Feb. 26, 1923
Ditto	900	492	May 1, 1917
	15,930		
HANA FOREST RESERVE			
Hana Forest	6,300	492	May 1, 1917
E. Honomaele	15		
Kawela-Kaeleku	65	474	Aug. 17, 1908
Wakui	3	518	May 2, 1920
Koali-Puuhaoa	600	479 B	De. 5, 1913
	7,013		
	22,943		

#=Crown Land... [HSA, GOV 2-1, Forest Reserves]

April 30, 1907
Resolution Relating to the Koolau (Maui) Forest Reserve

Those portions of the government lands of Honomanu; Keanae, Mauka; Wailua, 1 and 2 Mauka; Wailua- Ulaino Forest, two tracts; Within the boundary or the Koolau Forest Reserve and containing an area of 15,930 acres, more or less, as recommended in a report of the Committee on Forestry, dated April 30, 1907, based on report of the Superintendent of Forestry, dated April 23, 1907, which reports are on file in the office of the Board of Agriculture and Forestry; the boundaries of which proposed reservation more particularly appear by and on a map made in -----, by the Hawaiian Government Survey Department, Marked "Registered Map No. 1268," and "Koolau (Maui) Forest Reserve, Maui;" and a description accompanying the same, numbered C. S. F. 1630, which said description is now on file in the said Survey Department; Copies of which said map and

description are now on file in the office of this board and made a part hereof; be approved as portions of the Koolau (Maui) Forest Reserve.

Resolved that the Board recommends to the Governor that the government lands lying within the boundaries of the said Koolau Maui Forest reserve be set apart by him, subject to vested rights therein, after the hearing required by law, as portions of the Koolau Forest Reserve.

Adopted at a meeting of the Board of Agriculture and Forestry held on April 30 1907.

Ralph S. Hosmer, Superintendent of Forestry. [HSA, GOV 2-1, Forest Reserves]

July 22, 1907
Report by Ralph S. Hosmer, Superintendent of Forestry
Forest Work In Hawaii

Forest work as a branch of the Territorial Government has now come to have a recognized place in Hawaii. Appropriations by successive legislatures, the enactment of comprehensive forest laws and the steady growth of public sentiment are self evident proofs of this assertion. The underlying reasons are not far to see. *In Hawaii the intimate relations between a protected forest cover and regulated stream flow are apparent and well understood. Hence it is but natural that forestry should play the important part that it does in the internal economy of the Territory.*

Carried on by the Division of Forestry under the direction of the Territorial Board of Commissioners of Agriculture and Forestry, *the forest work of Hawaii falls under two main heads, (1) the creation and maintenance of forest reserves – essentially “protection forests” on the important watersheds – and (2) forest extension – the planting of waste and barren areas with useful trees, and the introduction of exotic trees and shrubs of value to the Territory. The creation of forest reserves holds first place in the activities of the Division but the work in forest extension is steadily progressing in interest and importance.*

For the fiscal year ending June 30, 1907, a number of substantial gains are to be recorded in Hawaii's forest work. Among them are: (1) The creation of five new forest reserves with a total area of 147,715 acres, of which 120,926 acres is government land. This brings the number of established forest reserves up to a total of thirteen and the aggregate total area to 397,187 acres. The new reserves are in the Districts of Kau on Hawaii, Hana on Maui, Waianae on Oahu, and Kona and Na Pali on Kauai... (3) *The ratification of an agreement between the Government and the Alexander and Baldwin Plantations on Maui whereby the management of a large area of privately owned land, in one of the Maui forest reserves, is turned over to the Government. This action is an important step and marks the beginning of a closer cooperation between the Government and the large private interests directly benefited by the forest reserves...*

...The creation of forest reserves on the important water sheds of the Territory naturally became the foremost duty of the new Division, and this work has steadily held first place in its activities. The first year was largely taken up with preliminary work in the field but since then large areas have been set apart, in fairly close succession, on each of the four main islands of the group, until there are now thirteen forest reserves having an aggregate area of 397,187 acres.

Before the chain of projected forest reserves is complete about half a million acres will have been included within the reserve boundaries. Of this area the most important units have been already set apart...

...The object of the Hawaiian forest reserves is primarily that of forest protection; to secure the permanent maintenance of a forest cover on the water sheds and catchment basins of the streams needed for irrigation and power development. For the purposes of water conservation the Hawaiian forests are admirably adapted. This indeed is their chief use, for in only a few of the reserves does the commercial value of the trees play much part. But where the removal of the merchantable timber does not interfere with stream protection this aspect of the situation is not lost sight of and whenever possible the forest will ultimately be put on a revenue producing basis... [HSA, GOV 2-1, Forest Reserves]

July 30, 1907

**C.S. Holloway, President, Board of Commissioners of Agriculture and Forestry;
To A.L.C. Atkinson, Acting Governor of Hawaii**

...The Board of Commissioners of Agriculture and Forestry by resolution duly adopted by a majority of said Board, at a meeting held in Honolulu, on Monday July 29, 1907, recommends that that certain piece of government land, now unleased, in the District of Hamakuapoko, Island of Maui, within the limits roughly defined below, be proclaimed by the Governor, in accordance with law, as a forest reserve, to be known as the Makawao Forest Reserve.

The proposed Makawao Forest Reserve may be described as lying on the Northwestern slope of Mt. Haleakala, bounded on the North and East by the Koolau Forest Reserve, on the South by the land of Kalialinui, and on the West and Northwest by the remainder of the land of Makawao and containing an area of 1796 acres.

The location and metes and bounds of this reserve are more particularly shown by and on a map and description now on file in the office of this Board.

The said Board further requests that the Governor give the notice and hold the hearing or hearings required by law, more particularly by sections 397, 381 and 382 of Chapter 28 of the Revised Laws of Hawaii, as amended by Act No. 65 of the Session Laws of 1905 and by Act No. 4 of the Session Laws of 1907, and that after such notice and hearing the said described piece of land be proclaimed by him as the Makawao Forest Reserve, and definitely set apart as such under the law.

Enclosed herewith are copies of the reports of the committee on forestry and of the Superintendent of Forestry, and the resolution in regard to the above named section adopted by a majority of the Board.

There is also enclosed a draft of a By Authority Notice of the public hearing. As you know the law provides (Chapter 28, Revised Laws) that " the Governor shall give not less than fourteen (14) day's notice, by advertisement in not less that two newspapers, published in this Territory, of intention to consider the setting apart of government land for forest reservations" etc... [HSA, GOV 2-1, Forest Reserves]

July 27, 1907
Ralph Hosmer, Superintendent of Forestry;
To Committee of Forestry, Board of Agriculture and Forestry

I have the honor to submit a report with recommendations on a proposed extension of the Koolau (Maui) Forest Reserve, by the creation of a small additional reserve to be called the Makawao Forest Reserve.

Location.

The area in question is that portion of the government land of Makawao, sometimes called the Haleakala Tract, in the District of Hamakuapoko, Island of Maui, to the east of the Kahakapao Gulch and between the Falls of Pali o ka Moa and the Hill Known as Puu Kakae. The tract may be roughly described as lying on the Northwestern slope of Mt. Haleakala bounded on the north and east by the Koolau Forest Reserve, on the South by the land of Kalialinui and on the West and Northwest by the remainder of the land of Makawao, and containing 1796 acres.

Makawao is a government land. In December 1874 it was leased to the Board of Education for a nominal sum, and soon after subleased by that Department at a fair rental for the remainder of the term. The lease, which was held of late years by the Haleakala Ranch Company, expired on March 26, 1904.

Since then the land has continued to be used by the Ranch under a tenacity at will. The land is therefore not now under lease.

The control of Makawao by the Board of Education explains the reason for the words "Board of Education" that appear across the land on the government map of Maui.

The Question of the reservation of this part of Makawao has already received favorable consideration from the Board, in connection with a proposal made in November 1904 by the Haleakala Ranch Company to exchange certain adjoining forest lands for the remainder of Makawao, whereby those lands and the portion of Makawao now under consideration were to be made a forest reserve. I submitted a report at the time which is now on file in the office of the Board. The proposed exchange was not approved by the Governor. Consequently the matter was dropped. Later when the question of setting apart the forested portion of Makawao again came up, it was decided to wait until an accurate description of the boundary could be had. Such a description is now in hand and forms a part of this report.

Object.

The objects of the proposed Makawao Forest Reserve are to afford permanent protection to the forest cover on the watersheds of the streams rising within its limits and to extend to its natural western boundary the forest area in part protected by the existing Koolau Forest Reserve. The arguments made for the creation of the Koolau reserve are equally applicable, so far as its area goes, to the tract now proposed to be set apart. These have already been set forth at length in my report on the Koolau Reserve and need not be repeated here as that report, made under the date of July 28, 1905, was published in the Hawaiian Forester and Agriculturist for August 1905, Vol. II, pp 234-240.

The Forest.

The forest on the portion of Makawao now proposed to be set apart as a forest reserve, is the western end of the great Koolau forest that covers all the northern side of Mt. Haleakala. It is of the same character as that further to the East, being made up chiefly of Ohia Lehua and Koa. The area is drained by the gulches that make up the Waiahiwi Stream, which is one of the principal tributaries of the Maliko Gulch. These streams, although intermittent, are of value in connection with the other streams on the windward side of Maui.

The Kahakapao Gulch is the natural western boundary of the Koolau forest. Not only has it for many years been the dividing line between forest and grazing land, but it is also practically at the point where the area of heavy precipitation gives place to the drier climate of the Kula District. The reason for this change of meteorological condition is due to topography. Makawao lies on the shoulder of the mountain. That open lands beyond are subject to different wind currents from those under forest to the eastward.

Private Reserve.

For the past ten years the proposed reserve has been treated as a private forest reserve by the Haleakala Ranch Company, which at its own expense has built and maintained fences to keep out the cattle. The gulch itself is a barrier part of the way but at both the upper and lower ends of the reserve fences are necessary. It may be said in passing that within the last two years the Haleakala Ranch Company has also fenced in and now maintains as a private forest reserve portions of its fee simple land of Kaliialinui. The official recognition of this private forest reserve will be considered with other forest questions on Maui in a future report.

Recommendation.

For the reasons above set forth I now recommend that the Board request the Governor to set apart and create as the Makawao Forest Reserve the area within the boundary herein after technically described, in accordance with law, after the hearing required by statute.

Following is the official description of the proposed Makawao Forest Reserve, prepared by the Hawaiian Government Survey Department as C. S. F. No. 1792.

**Makawao Forest Reserve
Portion of Haleakala Tract
Makawao, Maui**

Beginning at rock + on "Pali o ka Moa Falls" on the boundary between this tract and the land of Haiku, the coordinates of said rock from the Government Survey Trig. Station "Piipholo" being 3773.9 feet South and 7410.0 feet East, as shown on Government Survey Registered Map No. 2394, and running by true azimuths:

1. 325° 55' 30" 17866.5 feet along the land of Haiku to top of Puu Kakae;
2. 97° 37' 6043.0 feet along the land of Kaliialinui to mamane post;
3. 136° 00' 924.0 feet to mamane post;
4. 114° 40' 617.0 feet to mamane post;
5. 164° 14' 2038.0 feet to mamane post;
6. 97° 43' 2703.0 to mamane post at the East edge of the Kahakapao Gulch;

7. 148° 34' 3125.0 feet to post, the East edge of the Kahakapao Gulch being the boundary;
8. 173° 10' 3924.0 Feet to post, the East edge of the Kahakapao Gulch being the boundary;
9. 202° 10' 1997.0 feet to post, the East edge of the Kahakapao Gulch being the boundary;
10. 178° 00' 1301.0 feet to post on edge of gulch above the Puali (neck) the East edge of Kahakapao Gulch being the boundary;
11. 239° 57' 2079.0 feet to the initial point.

Area 1796 acres.

Ralph S. Hosmer, Superintendent of Forestry.
[HSA, GOV 2-1, Forest Reserves]

On October 10, 1924, C.S. Judd, Superintendent of Forestry, wrote the following account of forests, watershed protection and forestry in the Hawaiian Islands to Governor Farrington. Seventy-eight years later, his words still present readers with important reminders for the need of on-going efforts in protection of Hawai'i's native forest watersheds:

...Forestry is practiced in the Territory of Hawaii primarily, not for timber production, but for the conservation of water. Probably in no other section of the world is the relation between a satisfactory forest cover on the mountains and the supply of water for domestic and agricultural uses better or more ably demonstrated...

The chief product, and, the most valuable, coming from the main forested and mountainous regions of the Territory, comprising about one-fourth of the total land area of the eight islands (4,099,860 acres) is water. Because of the comparatively limited terrain, short and steep watersheds, heavy rainfall in certain regions and the great need for irrigating the dry but fertile, sun-warmed lowlands, the value of this liquid product of the forest, on which domestic needs and prosperity of the community depend, is most highly appreciated and every effort is being made to conserve and maintain its sources in the forests.

Character of the Native Forest

The forest of comparatively small trees found growing naturally on the mountain slopes is admirably suited to prevent erosion and to convert surface runoff into underground drainage, the desired outcome in water conservation. The happy combination of small trees, brushes, ferns, vines and other forms of ground cover keep the soil porous and allow the water to percolate more easily into the underground channels. The foliage of the trees breaks the force of the rain and prevents the impacting of the soil by rain drops. A considerable portion of the precipitation is let down to the ground slowly by this three-storied cover of trees, bushes, and floor plants and in this manner the rain, falling on a well-forested area, is held back and instead of rushing down to the sea rapidly in the form of destructive floods, is fed gradually to the springs and streams and to the underground artesian basins where it is held for use over a much longer interval.

Protection of the Forest

Forest practice in the Territory of Hawaii, therefore, resolves itself into what is known as "forest protection" and the main efforts of the foresters are exerted in maintaining and build

up of the native forests on the mountains so that they will function to the highest degree in conserving the rainfall.

The native forest, however, is peculiarly constituted in that it is readily susceptible to damage. The shallow-rooted trees depend for proper moisture and soil conditions on the undergrowth of bushes and ferns and when the latter, the first to be attacked by stock, are injured or removed, the tree roots dry out, the trees are weakened and begin to decline, and an opening is made in the forest for the invasion of destructive insects and fungi and of the more vigorously-growing foreign grasses and other plants which choke out native growth and prevent tree reproduction. It is always dangerous for this reason to make any opening in the native forest and the only safe way to preserve it and keep it healthy and vigorous is to maintain it inviolable from all attacks and keep the ground well shaded and dark.

Damage to the Forest

The chief damage to the native forest is done by cattle and other grazing stock which first attack the toothsome ferns and other plants which give the shallow-rooted trees the protection which is necessary to their existence.

The fencing of exposed forest boundaries to keep out stock and the extermination of wild stock where it exists in the forest constitutes an important item in forest work in the Territory...

Forest Reserves

Forest lands devoted to the purpose of water conservation have been officially recognized under the law and set apart as forest reserves by proclamation of the Governor. In this manner during the past two decades 50 of such forest reserves have been set aside on the five largest islands of the group. These embrace a total area of 840,984 acres of which 579,905 acres or 68 percent is land belonging to the Territory... (Hawaii State Archives – Com 2, Box 15)

Registered Map No. 2891 (1932 & 1934), lays out the basic boundaries of the Ko'olau-Makawao Forest Reserve, and includes notations regarding lease and licenses in effect at the time.

“Hahai no ka ua i ka ululā'au”
(*Rain always follows the forest*)

Excerpts of Weather and Rainfall

Over the last 45-plus years, we have conducted hundreds of formal oral history interviews with elder Hawaiians and other kama'āina. One topic that often arises is their observation about changes in rainfall and weather patterns. An ancient Hawaiian proverb ('ōlelo no'eau) states—

Hahai no ka ua i ka ululā'au
(*Rain always follows the forest*)

The rains are attracted to forest trees.

Knowing this, Hawaiians hewed only the trees that were needed.
(M. K. Pukui, 1983:50 No. 405)

This subject matter caught the attention of a writer who signed a letter “Makawao” in 1876. Though he suggested that the relationship between forest and rain might be a superstition, we find the traditional knowledge worth considering in the modern day. Understanding the past can help us determine the scope of changes and perhaps provide guidance in planning land use and management in the future.

November 4, 1876 (page 2)
The Pacific Commercial Advertiser
Letter from Maui. East Maui, Oct. 25, 1876.

The weather is still very hot and dry here, except where there are belts of trees running from the mountain seawards. On these rain falls, from a sprinkle to a shower, almost every night, coming from Hamakua-loa by way of Lilikoi, to Hamakua-poko. And if the trees in these belts cause it to rain (as some superstitious people suppose) then the chances are we shall lose it there also, for there has been a fire in the woods on the Hamakua side of Haleakala for ten or twelve days past, which is destroying timber at a fearful rate. It is supposed to have been caused by persons hunting wild turkeys. The sight from the valley at night is grant indeed, but if it is going to cause less moisture from the clouds than we get now, it will prove rather an expensive display of fire-works.

Years ago, when the cultivation of cane became a profitable industry, Nature supplied the cattle in these parts with sufficient grass the year round, so that they could be worked. But consequent upon cutting down trees to clear the land and for fuel, Nature has ceased to supply sufficient moisture to produce grass, and the owners of cattle are not educated up to the practice of sowing sorghum or alfalfa to provide feed for their stock, and the consequence is that just now when the cattle are most needed to plow for winter panting, they are not able to work, and are dying at the rate of three or more a day. Some owners economically have a couple of natives following the herd all the time to save the hides...!

The Irrigation Ditch Company is getting on finely. They have some twenty miles of ditch surveyed, and several miles dug. When finished it will be some thirty miles long, and will carry water sufficient to irrigate two thousand acres of cane land.

Makawao.

By the 1890s weather reports with rainfall and notable events were published in several local newspapers. The following excerpts cover selected reports from 1885 to January 1907, and provide a glimpse into past weather conditions more than 100 years ago.

In 1902, Curtis J. Lyons, then director of the Hawaiian Weather Bureau, published “The Rainfall of the Hawaiian Islands. Among the localities for which rainfall statistics in Maui Hikinia, were Pā’ia and Hamakuapoko (*Figure 45-a*), Haleakalā Ranch (*Figure 45-b*), and Pu’uomalei and Hāna (*Figure 45-c*).

RAINFALL AT PAIA*, EAST MAUI.
Elevation, 180 feet. Exposure, North.

Months	1895	1896	1897	1898	1899	1900					Normal
Jan ...	4.58	4.30	0.91	3.08	0.34	2.21	.....	.....	.....	.....	2.57
Feb ...	2.89	2.73	1.14	4.35	1.00	2.43	.....	.....	.....	.....	2.42
Mar ...	2.73	3.52	0.54	5.03	9.55	2.10	.....	.....	.....	.....	3.94
April ...	2.51	1.00	1.24	1.80	1.44	4.01	.....	.....	.....	.....	2.00
May ...	3.84	1.12	0.64	1.20	0.31	2.64	.....	.....	.....	.....	1.62
June ...	0.96	1.62	0.55	1.20	1.60	1.16	.....	.....	.....	.....	1.18
July ...	1.11	1.70	1.20	0.63	0.35	2.30	.....	.....	.....	.....	1.13
Aug ...	3.88	0.90	3.00	1.47	0.60	1.01	.....	.....	.....	.....	1.81
Sept ...	3.21	0.14	0.88	1.14	0.14	0.76	.....	.....	.....	.....	0.96
Oct ...	1.05	2.23	1.68	1.01	3.32	4.31	.....	.....	.....	.....	2.27
Nov ...	5.01	1.61	4.18	1.96	2.34	13.71	.....	.....	.....	.....	5.63
Dec ...	1.51	6.94	2.06	2.63	0.60	1.83	.....	.....	.....	.....	2.59
Annual	33.48	27.81	17.52	25.50	21.59	43.97	.....	.....	.....	.....	28.31

Annual average is made up from annual total.
*Makawao District.

RAINFALL AT HAMAKUAPOKO*, EAST MAUI.
Elevation, 800feet. ? Exposure, North.

Months.	1885	1886	1887	1888	1889	1890					Normal
Jan ...	4.30	0.80	8.50	0.94	1.85	6.30	.....	.....	.....	.....	3.78
Feb ...	2.20	3.50	3.30	3.55	2.50	6.50	.....	.....	.....	.....	3.59
Mar ...	1.30	1.65	4.65	2.10	0.75	10.65	.....	.....	.....	.....	3.52
April ...	9.80	2.95	1.25	1.95	2.90	4.15	.....	.....	.....	.....	3.88
May ...	5.75	3.85	2.05	2.53	1.55	1.50	.....	.....	.....	.....	2.37
June ...	1.65	3.00	1.60	1.60	0.50	4.35	.....	.....	.....	.....	2.12
July ...	7.45	2.14	2.70	2.60	1.30	5.35	.....	.....	.....	.....	3.69
Aug ...	2.40	1.25	1.15	2.65	1.20	3.60	.....	.....	.....	.....	2.04
Sept ...	3.15	1.20	1.10	1.10	0.70	3.15	.....	.....	.....	.....	1.73
Oct ...	1.10	0.91	1.35	2.50	0.82	3.20	.....	.....	.....	.....	1.65
Nov ...	5.05	2.40	3.45	4.70	1.50	1.90	.....	.....	.....	.....	3.17
Dec ...	7.95	1.05	4.35	3.25	5.70	6.65	.....	.....	.....	.....	4.82
Annual	52.10	24.69	35.45	29.47	21.87	57.90	.....	.....	.....	.....	36.81

Annual average is made up from annual total.
*In Makawao District.

Figure 45-a. Rainfall Statistics from Pā'ia and Hāmākuapoko Maui (Lyons, 1902:31)

RAINFALL AT HANA (1800 ft.)

Elevation, 1800 feet. Exposure, East.

Months	1894	1895	1896	1897							Normal
Jan ...	6.55	2.60	6.57	5.48	.....	.....	.....	.....	.....	.....	4.88
Feb....	18.28	3.84	2.96	8.65	.....	.....	.....	.....	.....	.....	8.48
Mar...	15.15	6.59	8.12	6.69	.....	.....	.....	.....	.....	.....	7.13
April..	7.97	13.48	10.84	4.47	.....	.....	.....	.....	.....	.....	9.43
May...	2.57	6.65	6.85	3.26	.....	.....	.....	.....	.....	.....	5.42
June...	7.24	10.04	6.04	4.98	.....	.....	.....	.....	.....	.....	7.00
July...	.....	7.93	7.22	7.95	.....	.....	.....	.....	.....	.....	7.70
Aug...	.....	15.47	5.03	6.77	.....	.....	.....	.....	.....	.....	9.09
Sept...	.....	10.32	3.43	6.07	.....	.....	.....	.....	.....	.....	6.60
Oct...	.....	8.59	5.12	7.19	.....	.....	.....	.....	.....	.....	6.96
Nov...	.....	11.65	3.87	11.98	.....	.....	.....	.....	.....	.....	9.16
Dec...	.....	7.04	13.89	7.47	.....	.....	.....	.....	.....	.....	9.46
Annual	....	104.20	78.94	75.91	.....	.....	.....	.....	.....	.....	86.01

Annual average is made up from annual total.

RAINFALL AT PUUOMALEI, EAST MAUI *

Elevation, 1400 feet. Exposure, North.

Months	1895	1896	1897	1898	1899	1900					Normal
Jan...	4.71	6.50	3.10	9.93	0.49	3.44	.....	.....	.....	.....	4.69
Feb...	6.22	7.14	3.26	5.94	1.21	4.14	.....	.....	.....	.....	4.65
Mar...	11.64	9.61	1.49	13.38	12.17	4.14	.....	.....	.....	.....	8.74
April..	9.68	3.21	2.46	3.21	2.63	8.20	.....	.....	.....	.....	4.90
May...	3.42	3.81	1.61	5.32	2.52	10.32	.....	.....	.....	.....	4.50
June...	2.87	0.69	0.61	2.78	2.82	3.41	.....	.....	.....	.....	2.19
July...	2.67	2.83	3.33	2.54	1.25	4.82	.....	.....	.....	.....	2.91
Aug...	7.78	3.60	5.66	2.74	1.66	2.05	.....	.....	.....	.....	3.91
Sept...	7.80	0.63	1.68	4.07	0.62	1.64	.....	.....	.....	.....	2.74
Oct...	1.59	3.90	5.41	2.20	9.38	10.55	.....	.....	.....	.....	5.50
Nov...	7.72	1.31	6.28	2.72	7.76	14.06	.....	.....	.....	.....	6.64
Dec...	2.62	15.06	4.61	9.64	[11.00]	5.22	.....	.....	.....	.....	8.02
Annual	68.72	58.29	39.50	64.47	43.51	71.99	.....	.....	.....	.....	59.29

Annual average is made up from annual total.

*In Makawao District.

Figure 45-b. Rainfall Statistics from Hāna and Pu'uomalei, East Maui (Lyons, 1902:28)

RAINFALL AT HALEAKALA RANCH, EAST MAUI. *
Elevation, 2100 feet. Exposure, North.

MONTHS	1892	1893	1894	1895	1896	1897	1898	1899	1900	Total	
Jan ..	17.59	[2.00]	0.82	4.00	5.51	2.66	3.97	0.55	3.22	....	4.48
Feb ..	2.40	7.27	14.74	4.47	3.60	0.74	3.83	1.10	8.08	....	5.14
Mar ..	1.77	4.23	6.63	9.70	5.11	1.15	9.46	7.13	4.37	....	5.51
April.	1.58	1.57	0.99	3.07	0.99	0.98	1.17	6.64	7.04	....	2.67
May ..	3.19	0.55	0.37	0.31	1.82	1.39	1.55	1.45	2.57	....	1.46
June..	[1.00]	0.55	0.15	0.26	0.12	0.51	1.18	0.94	1.33	....	0.67
July ..	0.68	0.60	0.17	1.02	0.25	0.44	0.52	1.04	3.64	....	0.93
Aug. .	[3.50]	0.48	1.34	7.24	1.00	4.33	1.11	0.71	3.76	....	2.60
Sept ..	0.20	0.27	0.25	1.38	1.25	0.28	1.62	0.22	1.53	....	0.78
Oct ..	2.09	0.52	0.63	0.08	0.80	2.55	0.65	8.67	1.59	....	1.95
Nov..	3.59	1.22	9.23	3.73	1.86	6.27	1.15	4.30	13.40	....	5.03
Dec..	6.72	2.24	7.43	1.26	6.39	3.41	5.24	0.15	4.04	....	4.10
Total.	44.81	21.50	42.95	36.52	28.70	24.71	31.45	33.40	54.57	....	35.40

Annual average is made up from annual total.
*In Makawao.

Figure 45-c. Rainfall Statistics from Haleakalā Ranch, East Maui (Lyons, 1902:29)

August 1, 1905 (page 6)
Pacific Commercial Advertiser

Peahi—Past week has been squally; crops fair; melons a failure; cattle poor; heat on 27th the worse I have ever seen – horses and cattle looked ready to drop. Geo. Grover.

Haiku – Warm and sunny days, with light rains; very favorable weather for vegetable growth, especially for the ripening and harvesting of pineapples; pasture at low levels getting a little dry, but upper pastures and grazing stock doing well. D. D. Baldwin.

August 15, 1905 (page 6)
Pacific Commercial Advertiser
Huelo-Peahi-Haiku Weather Report

Huelo – very heavy rainfall during night of 9th, causing considerable damage to ditches and roads throughout the country; stick of all kinds looking fairly well. W. F. Pogue.

Peahi – fine crop weather at beginning of week, but a big storm from the north on 9th, over 6 inches of rain falling in 12 hours. Geo. Groves.

Haiku – weather warm and showery, very favorable for plant growth; summer crop pineapple ripening in large quantities, and the young plants growing finely; sisal doing well; plantation irrigation ditches running full capacity. D. D. Baldwin.

January 9, 1906 (page 7)
Pacific Commercial Advertiser
Peahi Weather Report

Peahi – weather story and with strong winds and heavy rains. – Geo. Grove.

March 6, 1906 (page 6)
Pacific Commercial Advertiser
Peahi Weather Report

Peahi – the needed rains have at last arrived, and truck planting is being rushed by the small farmers; everything is growing rapidly. – Geo. Groves.

March 27, 1906 (page 6)
Pacific Commercial Advertiser
Peahi Weather Report

Warm weather and light showers during the fore part of the week were followed by lower temperatures and heavy rain; southerly winds have prevailed. Geo. Groves.

April 3, 1906 (page 6)
Pacific Commercial Advertiser
Peahi Weather Report

Strong trade winds have prevailed, and the nights have been cold; heavy rain fell during the fore part of the week, followed by light showers during the latter part. Geo. Groves.

June 5, 1906 (page 6)
Pacific Commercial Advertiser
Peahi Weather Report

The weather was fine during the fore part of the week, but the latter part was very stormy; the total rainfall was 4.00 inches. Geo. Groves.

June 5, 1906 (page 6)
Pacific Commercial Advertiser
Peahi Weather Report

Warm days, with rains at night, amounting to 1.95 inches. Light trade winds prevailed. Geo Groves.

January 1, 1907 (page 6)
Pacific Commercial Advertiser
Peahi Weather Report

On the 22nd, 5.76 inches of rain fell. The total rainfall was 8.84 inches, 4.79 more than last week's. G. Groves.

Ranching Interests Developed on the Hāmākua Lands (ca. 1830-1930)

In addition to the extraction of water and forest resources from Maui Hikina, the advent of ranching on the landscape had significant impacts on land use and land tenure in the nineteenth century. The Hawaiian ecosystem evolved without large, hoofed animals. Indeed, prior to Polynesian contact, only two mammals occurred on land in the islands, the 'ōpe'ape'a (*Lasiurus semotus*) an endemic bat, and the 'īlio holo i ka uaua (*Neomonachus schauinslandi*), the Hawaiian monk seal, both of which are endangered species (Carlquist 1980). In the period that the Hawaiian ancestors were settling these islands, they brought with them things which were of value to them, among which were the Polynesian pig (pua'a) and dog ('īlio), both of which were important as food items and in ceremonial practices. These holoholona (animals) were generally smaller than their European or continental counterparts and were kept near places of residence. To facilitate their management in populated areas, the Hawaiians developed pā (walled enclosures) of varying forms that were, at times, connected to the pā hale (house lots) of the Hawaiian kauhale (homesteads). Ethnographers Handy, Handy and Pukui (1972) wrote about the care of pigs:

Generally they were allowed to run about the kauhale (homestead) and gardens while they were young pigs, but when they were sizable and ready for fattening they were penned inside enclosures of heaped-up stones. [Handy, Handy and Pukui 1972:253]

As referenced above, European boars, goats, rams, and ewes were introduced by Captain Cook (Beaglehole 1967:276, 578-579) and cattle were brought to Hawai'i by Captain Vancouver. Given as gifts to the king, a ten-year kapu was placed upon the cattle to protect them and allow them to reproduce uncontrollably (Kamakau 1961:164). Between 1793 and c. 1811, new stock was added, and the number of cattle increased dramatically. The introduced livestock rapidly became a problem to the native population and forests, and by the 1840s, had intruded upon the lands across the islands, including Maui Hikina, causing the abandonment of some districts (cf. Kamehameha III, February 14, 1846; and J.S. Green, October 3, 1846). The sizable populations of cattle led the King, Konohiki, and foreign residents to develop business interests focused on ranching operations.

Ranching interests were developed in sections of Maui Hikina, extending up the mountain slopes and out into the Kula and Wailuku Districts (cf. Wilkes 1970). One of the earliest communications regarding formalized ranching activities on lands in the Makawao-Hāmākua Poko vicinity is dated September 10, 1838, and is in the form of a lease from Governor Hoapilikāne to Wm. McLane and Edwin Miner. The lease (cited in this study – section titled "Moku o Makawao (District or Section of Makawao)") granted them a 50-year lease of the land, with the right to water, and trail access to the shore, for them to export their cattle.

Kingdom laws and large business interests brought the population of cattle under some control, and from ca. 1875, large independent ranches were able to supply more than an adequate amount of beef for the island market (Maxwell 1900). During the last quarter of the nineteenth century, as plantation interests on Maui expanded, primarily a result of the extraction of Maui Hikina water sources for irrigation, the grazing range on the kula lands decreased, forcing the cattle into higher elevations. Maxwell (1900) observed:

...the meat-eating population has increased, while the areas devoted to grazing and the numbers of cattle have gradually diminished... Formerly [cattle]... had wider ranges to rove over and feed upon; they were possessors of the land, and their value consisted chiefly in

the labor and hides that they yielded. At that time the plantations, which were of smaller areas than now, were almost wholly worked by bullock labor... In the course of time, and that very recent, the sugar industry has undergone great expansion. The lands, some of which formerly were among the best for meat-making uses, have been absorbed by the plantations, and the cattle have been gradually forced within narrower limits at higher altitudes [Maxwell in Thrum 1900:75-76].

While some native tenants kept livestock (primarily for subsistence purposes), ali'i and non-Hawaiian awardees and grantees of large tracts of land developed the formal ranching interests in the Hāmākua lands (cf. Wilkes 1970 in this study). Among the early ranch developers in the area were members of the Alexander, Baldwin, Andrews, Green, Wood, and Hobron families; who also generally represented the plantation interests that needed livestock for plantation work.

In 1903, Thrum wrote about the "Development of Hawaii" (Thrum 1903). In his discussion on ranching, he observed that "cattle raising is confined chiefly to the mountainous districts, where natural pasturage is abundant" (Thrum 1903:52). Of interest, he also reported that the "horn fly" had become such a pest to the cattle, that "the keeping of herds" on the lowlands, was "considered practically impossible" (Thrum 1903:52).

In 1929, the University of Hawaii published a "Survey of Livestock in Hawaii" by L.A. Henke. Henke provided readers with background information pertaining to the history of livestock and the operation of ranches in the islands. The excerpts below come from Henke's 1929 research publication, reporting on the "leading beef ranches of the Territory." Among these ranches were Grove Ranch and the Hawaiian Commercial and Sugar Company Ranch and Dairy:

Maui Agricultural Company's Grove Ranch

Grove Ranch, the livestock division of Maui Agricultural Company, is located at Makawao, Maui, and comprises a total of about 12,000 acres of grazing lands ranging from sea level to about 2,500 feet elevation. The ranch acreage has been decreasing year after year as more and more of the lands are being utilized for pineapple growing for the joint account of the Maui Agricultural Company and the California Packing Corporation.

Grove Ranch at present has 1,676 grade polled Angus cattle, 72 Holstein cows, 80 light horses, eight Percherons, 189 hogs and five sheep. This has not always been a polled Angus ranch. Shorthorn bulls were introduced by Lorrin Andrews in the nineties and crossed with native cattle and later Hereford bulls were introduced and crossed with the Shorthorn grades. When D. T. Fleming became manager of the ranch early in 1900 all Hereford cattle were disposed of and the beef herd today consists essentially of polled Angus cattle.

Cattle are marketed when 2 ½ to 4 years of age and average 475 to 525 pounds dressed weight. About 600 are marketed annually, all slaughtered locally on Maui.

Lorrin Andrews, while manager, introduced Pilipiliula (*Chrysopogon aciculatus*), Bermuda grass (*Cynodon dactylon*), Hilo grass (*Paspalum conjugatum*), Kukaipuaa (*Syntherisma sanguinalis*), and a blueweed called Oi-pua-plu by the Hawaiians.

Mr. Fleming early in 1900 introduced several more of the Paspalums and Rhodes grass (*Chloris gayana*).

In recent years during the managership of W. A. Clark, pigeon peas were planted in the Haiku section, of which there now are 300 acres. The area has been decreased because each year more land is given over to the planting of pineapples.

Haiku Ranch was consolidated with Grove Ranch in 1904. Various men have been identified with the ranch in the past thirty years. Among the men who have served as managers are Lorrin Andrews, Frank Tilton, H. A. Baldwin, Will E. Beckwith, John Ritchie, Fred Baldwin, D. T. Fleming and George Steele. Others who conducted the affairs of the ranch for a time are Messrs. Kaumoana, Luna and Kalaina.

At present H. A. Baldwin is manager of Maui Agricultural Company, Ltd., and W. A. Clark has been manager of Grove Ranch since 1912.

Hawaiian Commercial and Sugar Company Ranch and Dairy

The ranch lands of the Hawaiian Commercial and Sugar Company consist of about 6,000 acres of fee simple lands running from the sea to an elevation of about 250 feet. The rainfall in this section is light,—24 inches and less per year,—and the area is largely covered with algaroba trees (*Prosopis juliflora*) which, while they largely prevent grasses from getting started, provide an excellent feed in themselves. The bean season lasts from the middle of June to the middle of December and cattle make good growth during this time but often little more than maintain themselves during the season when the beans are not maturing.

This plantation has long carried cattle but only as a minor division of the major enterprise, which is the production of sugar. In 1907 about 1,200 head of cattle of mixed breeding, with Holstein blood predominating, were found, sixty of these being used as dairy animals, the balance being in the beef herd, but as production of any cows in the dairy dropped to a low level they were sent out to the general ranch and other more promising milkers were brought in. In this way some 300 different cows might pass through the dairy in one year, only about sixty of them being there at any one time, a plan still in vogue to a lesser degree in some places.

Twenty grade Shorthorn cows were introduced in 1912.

The first purebred Holstein cows, five head, were purchased from Puuwaawaa Ranch in 1916, and eight Holstein bulls were imported from the States in the same year. Six additional purebred cows were purchased in Vancouver in 1919 and fifteen more through Giltner Bros. of Kentucky in 1922, the above animals being the foundation cows of the present dairy herd. An excellent bull, "Excelsior Job," was purchased in New York State in 1923. Some fifty of a total of 130 milking cows are purebred at the present time. Practically all of the milk is consumed by the Hawaiian Commercial and Sugar Company employees.

Since 1920 the dairy has been kept distinct from the ranch, the total cattle in both divisions numbering about 900 head. The beef herd consists essentially of Holstein cattle and Holstein sires are used. According to Ben Williams, who has been manager of the ranch department since 1907, they experienced trouble from sore eyes with both Herefords and Shorthorns.

Cattle are slaughtered at 2 ¼ to 3 ½ years of age, when they dress out at 275-525 pounds. About 150 are slaughtered annually, all being consumed locally, and besides about 200 head are purchased to supply the needs of this community.

Cattle are bred so that most of the calves will be dropped from May to August. Bulls are left on the range only sixty days, when new bulls are substituted, for they find that their stall-fed bulls from the dairy are pretty thin after two months on the range.

Inferior milk cows from the dairy are added to the beef herd from time to time, but none of the range animals are brought in the dairy now as was formerly done.

Pasture lands are added to the cane fields from time to time and as a result the number of cattle in the ranch department is decreasing.

The dairy animals are fed in the barns and paddocks and alfalfa (*Medicago sativa*), elephant (*Pennisetum purpureum*) and merker grass (*Pennisetum merkeri*) and cane tops (*Saccharum officinarium*) are largely relied on for roughage.

Hawaiian Commercial and Sugar Company has a large number of work animals, including about 600 draft and light breeding mares, 100 progeny of these, 140 draft horses, 225 saddle animals, 200 mules and 60 pack animals.

They also have about 60 Duroc-Jersey hogs, eighteen of which are breeding animals.
[Henke 1929:54-56]

MISCELLANEOUS ACCOUNTS AND CONVEYANCES (FEE-SIMPLE AND LEASE-HOLD) ACROSS MAUI HIKINA

The citations below have been compiled from a selection of articles and conveyances recorded in land applications, sales, and/or leases across Maui Hikina. The records are associated with the functions of several branches of government including the Interior Department, Public Instruction, Public Roads, and Public Lands (which managed the land grant, leasehold, and homesteading programs), and Conveyances. They pertain to communications between government divisions and applicants for land (both native tenants and foreign residents) and government land agents. The communications from the newspaper collections were primarily in the form of letters in which the authors informed readers of current events and circumstances in the region—sometimes referencing traditional accounts or cultural sites.

October 22, 1847

**H.L. Brooks; to Keoni Ana, Minister of the Interior
[Applies for lease of 500 acres in Wailua Nui, Pa'uwalu, and Waianu]**

I desire to lease from the Kingdom a parcel of land at Wailua, Island of Maui, there are, within the parcel three lands, Wailua Nui, Pauwela [sic – Pauwalu] and Waianu, perhaps 500 acres all together, therein. There is a diagram of the land with this document [not located in file], though it is not completely accurate, as it has not been surveyed.

I desire to lease said land for the period of thirty years, and will pay 50 cents an acre, from year to year.

I desire to make a Sugar Mill there, if I get the land.

There are no houses lived in or cultivation on that land... [HSA, DLNR 2-4; Maly, translator]

May 16, 1848

**Kalanikahua (Haiku), East Maui
Unsigned letter to Keoni Ana, Minister of the Interior:
[Regarding problems in Government and Konohiki work days—pō'ahā & pō'alima
etc.— and access to resources.]**

... We, your people living in Alaea here, make known to you the difficulties here in Hamakualoa. Our troubles are these, which have come upon us, that the days set apart for ourselves are turned into working days of the Government only. For the year 47 up to 48 inst., it is only on our days that the Government work is being performed, and not on the King's or Konohiki days.

The nature of the work is this: Posts for houses, and rafters for houses, making pens for stray animals, and such. Here is another trouble to us, parents who have several children, they have all gone back to work, also the old men who are weak, and such. Here is another trouble to us, *the taking away of our fish, the aweoweo which we, the people went to fish for in the night, we did our fishing at various places of the sea, four and eight have been collected, some for the government, some for us. We said, is it not the fish which go in the shoals in the day time, and which are seen by everyone, and we go and fish, then, that is to be divided...* [HSA, Interior Department – Misc. Box 143; Archivist translation]

September 14 to November 6, 1848
Journal of a Tour Around the windward islands, Hawaii, Maui, & Molokai in the
months of September, October & November 1848 (Inspection of Schools)

Object of tour, to inspect the government schools, & in every way in my power promote their prosperity...

Oct. 22. [departing from Lahaina] I set out for the tour of E. Maui on a mule, in the morning early in a hard rain. Reached Honuaua about noon...

Oct. 26. [Departing from Copp's sugar plantation in Hana] *I rode to Wailua, walked from there to Keanae; there took a canoe, although the sea was rough, I reached Makaiwa about 3 o' clock.*

Oct. 27. *Spent the night with Kahaule [Māhele Helu 4919 & 5361 B], a fine man & a nice family, & this morning by the dawn of day we set out for Mr. Green's at Makawao. A more splendid country I never saw than that we passed through on our way, & reached Makawao by 9 o' clock A.M.... [HSA, Series 261 – Public Instruction, Box 1 (24 page)]*

December 30, 1848
J.Y. Kanehoa, Governor of Maui; to Keoni Ana, Minister of Interior
[Regarding impacts of the epidemic on the population and the recent occurrence
of heavy rains—taro lands and roadways destroyed]

I wish to let you know that I only just now received your letter of the 29th day of Nov., informing me about your day for fasting being the 6th day of December, and directing me to set a day for fasting here on Maui and the adjoining Islands, as a day of worship to God about this new epidemic... I selected the 14th day of Dec., as Maui's day of fasting, and the adjoining Islands, for a day of worship to God.

There was a very strong winds here on Maui, and freshets the last few days... At Hamakualoa on East Maui, were very heavy freshets, and washed away the taro and bridges. According to the old residents, there has been no freshet as great and bad as this one... [HSA, Interior Department – Misc. Box 143; Archivist translation]

April 8, 1850
D. Baldwin; to Keoni Ana, Minister of the Interior
[Applies to purchase Ahupuaa of Honopou]

...Because it is my intention to dwell a long time in this land, and I want my children to dwell in this land of our King as well, therefore I have looked and thought about purchasing a place at which to live, and perhaps cultivate; and I ask you and the Privy Council if I may purchase from the Kingdom, an ahupuaa in Hamakua loa, Maui; Honopou is the name of the ahupuaa.

I will give, like those who have given for other lands, fifty cents an acre. I do not know the land, but my children do, and it is they who have told me there are perhaps six hundred or eight hundred acres within the ahupuaa — it is not exactly known.

If the sale to me is agreed upon, I will go and look and perhaps survey it...
[HSA, DLNR 2-4; Maly, translator]

November 13, 1850
W.P. Alexander; to W.L. Lee (Attorney General and Privy Council Member)
[Regarding surveys of lands for Grant applications in Makawao, Hamakua Poko and Hamakua Loa]

...I shall report what I have done for the Land Commission before I leave Lahaina. I hope to leave next Monday, & first go & do a little job at Makawao running & making a line between Dr. Wood & Mr. Armstrong, & defining 30 acres of Kaupakulua Hikina for Judge Lee, & 20 acres of said land for myself. I have got a survey made out for Hikiau. He has a noble land, 2226 acres that is measured & how much more that is far inland I cannot tell... [HSA, DLNR 2-1; fldr. 3]

September 6, 1851 (page 67)
The Polynesian
Legal Advertisement
Suit against Henry S. Swinton to be Heard

Notice. – By virtue of a writ of attachment issued by Wm. Ap. Jones, Esq., police justice of Lahaina, returnable at the November term of the Circuit Court for the second judicial district of the Hawaiian Islands, to be holden at Lahaina on the second Monday of November next, at the suit of Bush & Co., of Lahaina, Against Henry S. Swinton, for two thousand six hundred and sixty dollars and fifty cents (\$2660.50), I have attached subject to a demand to be proved, the following property.

2 tables, 1 dressing case, 1 dressing glass, 1 wardrobe, 1 clothes basked, bureau and chest of drawers, chest of drawers and pier glass, wash stand, basin and ewer, 1 bed, 2 rocking chairs, 1 clock, bookcase and contents, 1 chest lead colored, 1 circular table, 1 chest drawers, 1 cane bottomed chair, 1 settee. Also the real estate, viz: The premises now occupied by the family of Henry S. Swinton. Also the premises now occupied by Chas. Bunker, Esq., U. S. Consul.

All persons having rights in said property are notified to prove their claims on or before the return day above mentioned.

John Baker, Acting Sheriff of the Island of Maui
Lahaina, 10 1'clock P. M., July 30, 1851.

December 13, 1851 (page 123)
The Polynesian
Marshall's Sale

[Sale of Henry S. Swinton's Property at Peahi and Vicinity to Lewis H. Anthon]

By Virtue of a Decree issued out of the Superior Court of laws and equity for the Hawaiian Island in favor of Lewis H. Anthon, complainant and Henry S. Swinton, Frederick J. Porter and Frederick Ogden, defendants for the sum of six thousand sixty eight dollars and sixty eight cents, I shall expose at Public Auction on the premises at Kamakualoa [Hamakualoa] Island of Maui on Tuesday the 6th day of January next at 12 o'clock at noon, all the right, title and interest, all and singular of Henry S. Swinton, described as follows—to wit, being the same ands granted to Henry S. Swinton, by Royal Patents numbered 149, 160, 22, dated as follows:—

No. 149 issued 10th October 1849 [Peahi]
No. 160 issued 25th October 1849 [Uaoa]
No. 221 issued 19th February 1850,

On record in the office of the Minister of the Interior together with all the buildings and appurtenances thereon, unless the said decree, interest, costs of suit and my fees, and commission be previously satisfied.

W. C. Parke, Marshall H. Island.

March 26, 1853
Honomanu
[Mahoe and Malaiula Return Their Kuleana]

I, Mahoe, return my kuleana (property rights) [36] to the konohiki, Daniel Ii. Let my noho kuleana (right) of residency end. I will live under the konohiki, and I will do all of the work on the poaha and poalima (Konohiki and King's work days), as was the old way of living. In truth that it is returned, I set my name at the bottom of this document.

I am Mahoe.
Witness, Maleiula.

26, Mar. '53.

I, Malaiula, return my kuleana (property right) [Helu 6723] to the konohiki, Daniel Ii. Let my noho kuleana (right) of residency end. I will live under the konohiki, and I will do all of the work on the poaha and poalima (Konohiki and King's work days), as was the old way of living. In truth that it is returned, I set my name at the bottom of this document.

I am Malaiula.
Witness, Mahoe.
26, March 1853.
[HSA, DLNR 2-1; Maly, translator]

August 9, 1853
Puumalei [Pu'uomaile, Haiku]
John T. Gower; to R. Armstrong, Minister Public Instruction

...In passing around through Hamakua and Koolau I find that many natives who have bought land and others who wish to buy, who have fish nets and olona, but cannot in these pilikia times get away to dispose of their manufactures in order to raise the cash. Now I would take their nets and olona if I knew there was a sale for such things at Honolulu. Could you ascertain through any parties who would be likely to know, whether nets are in demand? And what price a net that contains 2 lau, and is 2 fathoms deep, would bring? The

³⁶ During the review of all Register and Testimony Volumes of the Land Commission, no application for a kuleana by Mahoe at Honomanu, was located. The Testimony for Wahine – Helu 7787, Apana 2 – consisting of 11 lo'i in the ili of Punalau at Honomanu, identifies a parcel belonging to Mahoe as being on the mauka boundary of the lo'i parcel (7787, Ap. 2). Mahoe's parcel coincides with the lo'i land described in the oral history interview of Mrs. Mina Atai, daughter-in-law of Ben Atai (Akoi), former owner of the parcel, and taro farmer (see Register Map No. 2467).

usual price I hear for such nets is \$20 – Would they bring more or less than that at the present time? I suppose there are some coming into market now, and perhaps there are none wanted on Oahu, there is so much sickness.

If it would not be too much trouble to make these inquiries you would confer a favor by so doing, both upon many of the people, as well as myself, which I shall be happy to reciprocate. I expect to go through Hamakua & Koolau again next month and if I should learn that it would be safe to do so, I shall be glad to take nets and olona in payment for land.

I do not learn that any of the upland is wanted in Kuiaha, for cattle. Kapihe said he wanted some in the ravine and offered \$20 per acre, very likely would pay more for it. If you wish to sell the valley I would dispose of it to the best advantage possible, without charge.

We are all well in this region. We have taken “Torberts” girl for a year. Mr. Crowell has just got about through with cutting his wheat. Has done it nearly all with syckles, by native labor. The crop is good this year – well filled... [HSA, Series 261 – Box 14]

1854

E. Bailey, Land Agent; to J.H. Smith, Land Commission:

List of Awards – costs of which were paid to E. Bailey from Dec. 26, 1853 to Mar. 29, 1854 inclusive...

(Helu)	Applicant	\$	Land	District)
5421 & 4142	Kekahuna	8	—	Hamakuapoko
6536	Huna	5	—	Hamakuapoko
5492	Kulahola	8	—	Hamakuapoko
6510 UU	Pahua	6	—	Hamakualoa
6510 PP	Niu	5	—	Hamakualoa
6510 E	Kilua	4	—	Hamakualoa
6510 R	Naone	6	—	Hamakualoa
6510 O	Kamakaeu	5	—	Hamakualoa
6510 L	Ku	6	—	Hamakualoa
5520 B	Kalawaia	7	—	Hamakualoa
5119	Kauhihoewaa	6	—	Hamakualoa
5250	Kanui	8	—	Hamakualoa
6510 C	Kalama	9	—	Hamakualoa
6510 UU	Pahua	6	—	Hamakualoa
4579	li	10	—	Hamakualoa
3905 B	Hookano	6	—	Hamakualoa
3905 C	Kolia	8	—	Hamakualoa
5490 & 3970	Hao	5	—	Hamakualoa
5016	Kuapuaa	5	—	Hamakualoa
5497	Kawaahilahaole	6	—	Hamakualoa
5515	Pekupeku	6	—	Hamakualoa
6455	Kaha	4	Pauwela	Hamakualoa
4121	Kaai	5	Haiku	Hamakualoa
6405	Kapahau	4	Kuiaha	Hamakualoa
4134	Hanauapuaa	4	Kuiaha	Hamakualoa

6482	Kuana	8	Kuiaha	Hamakualoa
4136	Kahale	6	Kuiaha	Hamakualoa
5491	Hookaea	4	Kuiaha	Hamakualoa
3336	Nalopi	7	Kuiaha	Hamakualoa
5516	Naoopu	8	Holawa	Hamakualoa
4517	Kapihe	7	Kuiaha	Hamakualoa
8468	Kamakaala	10	—	Hamakuapoko
3715 B	Kekuahani	3	Loiloa	Koolau...
4866	Kaholowaa	5	Wailua	Koolau
5052	Kuiki	4	Wailua	Koolau
4865	Kapali	5	Wailua	Koolau
4772	Naiwi	4	Wailua	Koolau
5049	Kaiwa	4	Wailua	Koolau
4773	Nakihei	4	Wailua	Koolau...
7784	Kahaukoko	6	Kearnae	Koolau
4561	Wahinemaikai	6	Wailua	Koolau...

[HSA, DLNR 2-1, Maui, fldr. 2]

September 16, 1854

E. Bailey, Land Agent; to G.M. Robertson, Land Commission

...Herewith I send you the following surveys, which about finish up the work
— viz...

(Helu	Applicant	Land	District)
4665 K	Kanuku	Kearnae	Koolau
4848 F	Maewaewa I	Kearnae	Koolau
	Kaniho Wailua	Koolau [Helu 10828 B]	
4853 C	Umaikealani	Wailua	Koolau
5066	Kaumiumi	Wailua	Koolau
5058	Kaulia	Wailua	Koolau
5064	Keahi	Wailua	Koolau
5062	Kahakauila	Wailua	Koolau
4853 E	Kahahei	Wailua	Koolau
3499	Kiowai	Wailua	Koolau
5487	Hoonoho	Wailua	Koolau
4925 C	Nalau	Kapaula	Koolau
4754	Makuakane	Kapaula	Koolau
4925	Kaahiki	Kapaula	Koolau
3472	Kaihaa	Pauwalu	Koolau
4869	Kaomoaiki	Honolulu &c	Koolau
4852	Uaua	Honolulu	Koolau
4872	Kalohie	Honolulu	Koolau
4869 & 4870	Keliiokekanaka	Makapipi	Koolau...
2 poalima	Kuikui	Wailua	Koolau [Helu 5059]

[HSA, DLNR 2-1, Maui, fldr. 2]

August 20 (ca. 1854)
Kiha; to Keoni Ana, Minister of the Interior
[Kiha applies to purchase Government land at Hanehoi]

...I desire to purchase in fee simple from the Government some of its lands at Hamakualoa joining Huelo, named Hanehoi. I want the Government's interest in said land and other appurtenances belonging to said land. I do not wish to purchase the rights of the natives, only what belongs to the Government, that is what I want to buy. This is my offer, Five dollars per acre for kalo land and one dollar for kula land, that is my price for said acres... Because of my great desire to get land for cultivation for me, therefore, I humbly beseech you, with the hope that I may be able to get some place in fee simple so that I and my household can properly live... [HSA, Interior Department – Land Matters; Document No. 142; Archivist translator]

[Note: In the Mahele, an applicant by the name of Kiha (Helu 5325), applied for Kuleana land at Haiku; the land was not awarded. Kiha was also identified as the individual who had written out a number of the claims for other native tenants.]

March 5, 1855
J.T. Gower, East Maui Land Agent;
to John Young (Keoni Ana), Minister of the Interior

...I propose to sell to James Reed and Giles B. Norton One Hundred and Fifty Eight acres of land in Holawa & Honokala. Hamakualoa, at \$1.25 per acre... [HSA, DLNR 2-4]

1855
E. Bailey, Land Agent; to J.H. Smith, Land Commission
Costs rec'd from Mar. 22 to Mar 31, 1855...

<u>Helu</u>	<u>Applicant</u>	<u>District</u>	<u>\$</u>
7787	Wahine	Koolau	\$6.00...
6510S	Makue	Hamakualoa	\$6.00...
6510B	Keoho	Hamakualoa	\$4.00
5459F	Kaahaiea	Hamakualoa	\$6.00...
4137	Kapela	Hamakualoa	\$5.00...

...I should sooner have forwarded this list but I have waited for an answer to a letter before I sent it, that I might know whether it was the winding up financially of my account with the Land Commission. But as no letter comes I conclude to send the list as you may want it. I have delivered no awards since the 31st ult. as I knew not whose name to deliver them... [HSA, DLNR 2-1, Maui, Fldr. 2]

September 23, 1856
P. Nahaolelua, Office of the Governor; to His Highness, L. Kamehameha
[Regarding difficulties with cattle and other animals – impacts on cultivated crops – and proposed alignments of fences]

...I have your letter regarding the cattle. Yes, it will be tried so that the mistake will be corrected. Great is the suffering of the animals living at this time. The horses and the cattle are dying. Here is what I desire to inform you, some of the foreigners (haole) of Haliimaile

and Makawao have requested permission to build a pound for stray animals. These foreigners, the wheat (Ko-Palaoa) farmers, are desirous of protecting their plants.

In my own thought I would consent, but I have not the right to permit them or to appoint one of them as Fence Overseer. Therefore, until you direct me, then I will appoint one.

Another thought they have is the fence which they have built, but because it is far sea-ward to Kuiaha, they said that it would be better to build the fence at the boundary of Hamakuapoko and Haliimaile.

It would be well for us to consent to this request to protect the wheat (Balaoa)... [HSA, Series 71 Gov. Maui; Translation - Letter Book 1]

September 30, 1856

**P. Nahaolelua, Office of the Governor; to His Highness, L. Kamehameha
[Regarding stray animals and fencing]**

...I am in receipt of your letter of the 26th and the 27th, and have seen all that has been written therein.

Regarding the request of the foreigners (haole) for an Overseer to construct a pound for stray animals for them; *they have already constructed a pound, but it is at Pauwela and stands at Hamakualoa. Their great desire is to build at the boundary of Hamakuapoko and Haliimaile, so that it may be close to their gardens (plantation).*

I have told them that there is no appropriation for such a position from the Government, but that it would be well if they constructed the pound and then turn it over for stray animals. They have consented, they will do the work.

However, Hamakuapoko is Government land, and there may or may not be a place for the pound to stand. When I receive your letter I shall be able to appoint an Overseer for said pound which has been constructed at Pauwela; but, after that then construct, as mentioned, at the boundary of Hamakuapoko and Haliimaile... [HSA, Series 71 Gov. Maui; Translation - Letter Book 1]

Indenture

July 1, 1857

**R. Armstrong, Board of Education; to Prince Lot Kamehameha:
[Leasing Land of Hāmākua Poko to Lot Kamehameha. Boundaries of land described
(see Registered Map No. 603)]**

...This indenture of lease between Richard Armstrong of Honolulu, Hawaiian Islands, President of the Board of Education on the one part and Prince Lot Kamehameha of Honolulu island of Oahu, Hawaiian Islands, of the other part, witnesseth, that the said Richard Armstrong has leased and does hereby lease unto the said L. Kamehameha, his executors, administrators and assigns upon the conditions hereinafter expressed that *tract of land containing (5628) five thousand six hundred and twenty eight acres situated at Hamakuapoko, Island of Maui known by the following boundaries.*

“Beginning at stake near two grass houses on the sea shore at the North West corner of this district adjoining Wailuku [near Kapukaulua] and running south 59°30’ east 302 66/100 chains along the district of Kula to stone corner of the North side of Haliimaile; thence N. 43° 25’ E. 34 29/100 chains along the boundary of Haliimaile to stone and wiliwili tree; thence N. 51° 21’ E. 40° 23’ chs. to stone; thence N. 58° 30’ E. 15 18/100 chs. always along the boundary of Haliimaile to the bottom of Maliko Gulch; thence along the bottom of said gulch which is the boundary between Hamakualoa and this district N. 26° 13’ E. 97 chs.; thence N. 2° W. 27 55/100 chs.; thence N. 36° 45’ W. 23 chs.; thence N. 14° E. 98 chs.; thence N. 1° W. 9 47/100 chs. to the N.W. corner of Boundaries, land where the boundary of Hamakualoa and of Hamakuapoko leaves the Gulch; thence N. 66° 30’ W. 37 55/100 chs. along the boundary of Hamakualoa; thence N. 40° W. 112 43/100 chs. along the same; thence N. 57° 30’ W. 49 16/100 chs. along the same to bottom of a small gulch at seashore; thence along the seashore to point of beginning.”

Excepting and reserving that lot on the mauka side of this district containing (150) one hundred and fifty acres more or less, sold to R.W. Wood [Grant No. 764] and also excepting and reserving the rights of the native tenants, which tract and all its present improvements and advantages, the said L. Kamehameha, his executors, administrators and assignees is to possess and enjoy without unlawful molestation for the term of five years from this date, provided he or his said representatives shall, during that period, comply with the following engagements on his part. viz.

The said L. Kamehameha or his said representatives is yearly to pay during the said term to the said Richard Armstrong or to his successors in office at the reserved rents of the said land the sum of (500) five hundred dollars and in addition thereto to pay any taxes now, or to be hereafter imposed by law upon landed property which are applicable to lease estates, and by no means to manufacture or sell any ardent spirits upon said land and at the full expiration of the said term of five years to restore the said land to Richard Armstrong or to his successors in office together with all the buildings enclosures and improvement thereon in which shall be hereafter erected thereon.

And it is thereby covenanted by the said L. Kamehameha that in case default shall be made in the payment of the rent as above reserved, then it shall be lawful for the said Richard Armstrong or his successors in office in present or by attorney, to sue for and levy the same on execution upon any property of said L. Kamehameha or of his representatives, and also that in case of non-payment of rent, whether the same shall have been lines on executions as above mentioned or in case either of the other conditions above set forth shall be violated, then it shall be lawful for the said Richard Armstrong or his successors in office to cause this lease to be annulled and the said Richard Armstrong or his successors in office be reinstated in the previous hereby dismissed.

Provided always that the President of the Board of Education shall have the power and right at any time during the term of this lease to sell and convey the above described premises to any person having first made his best offer to said L. Kamehameha and said offer being rejected and provided further that if the said land is not sold within five years and said Lot Kamehameha continues to occupy it to the termination of this lease, then he shall have the first offer of terms & time for the renewal of his lease.

In witness whereof the respective parties have hereto at this hand and seal this first day of July A. D. 1857...

L. Kamehameha and R. Armstrong
[HSA Series 261, Box 81; Pub. Inst. Land Fldr., 1857]

October 1, 1862
George Wentzel; to L.L. Torbert
[Leasing of portion of Puumalei, East Maui; see Registered Map No. 603]

Indenture, Made the first day of October in the year one thousand eight hundred and sixty-two between G. Wentzel of Puumalei East Maui, S.I. of the first part and *L.L. Torbert of Brewer Plantations Haliimaile* of the second part.

Witnesseth, that the said party of the first part hath letten and by these presents doth grant, *demise and let unto the said party of the second part all of the lot of land and water contained within the following bounds.* Viz. commencing at the line between said Wentzel and the E. M. Plantations in the valley, via the *cart road mauka of the wind mill and following said road easterly up the hill and over to the first small valley.* Thence following down said valley to the foot of the bank thence running in straight line to the makai side of the last water hole within said Wentzel's line. Then as following the line up the bottom of the valley to place of commencement, for the term of fifty years from the date of this instrument for the sum of forty dollars the receipt of which is hereby acknowledged. It being understood and agreed that said Wentzel shall have access at all times to the water on said lot.

In witness whereof I have here hereinto set my hand and seal, this day and date above written... [HSA, Dole – M-43, Folder 2]

August 14, 1867
Jacob Wentzel (by Aug. Schaefer, his Attorney in fact)
Deed (Copy) – Sale of Puumalei

Know all men by these presents, that Jacob Wentzel of Gross Umstadf, Hesse, Germany in consideration of the sum of One Thousand Seven Hundred and Fifty Dollars to me paid by Christopher Farden of Makawao, Island of Maui, the receipt of which is hereby acknowledged. I being the brother, and sole heir of George Wentzel, late of Makawao, Island of Maui, deceased, do hereby give, grant, bargain, sell and convey, unto the said Christopher Farden, his heirs and assigns forever; all that piece and parcel of land, situated in Puumalei or Puuomaile, Haiku, East Maui, consisting of Three Hundred and Thirty Four Acres more or less and being the same as conveyed to George Wentzel on the 2nd day of June, A. D. 1858, by R. C. Wyllie, by deed duly recorded in the Registry Office in Honolulu in Liber 10 on pages 443, 444, 445. [sketch map attached – *Figure 46*]

To have and to hold the same with all the rights, privileges, appurtenances and improvements to the same belonging unto the said Christopher Farden, his heirs and assigns forever.

And I, the said Jacob Wentzel, for myself, my heirs, executors, and administrators, do covenant with the said Christopher Farden, his heirs and assigns, that I have good right to sell and convey the premises aforesaid; that the same are free from all incumbrances and that I will, and my heirs, executors and administrators, shall warrant and defend the same unto the said Christopher Farden, his heirs and assigns against the lawful claims and demand of all persons.

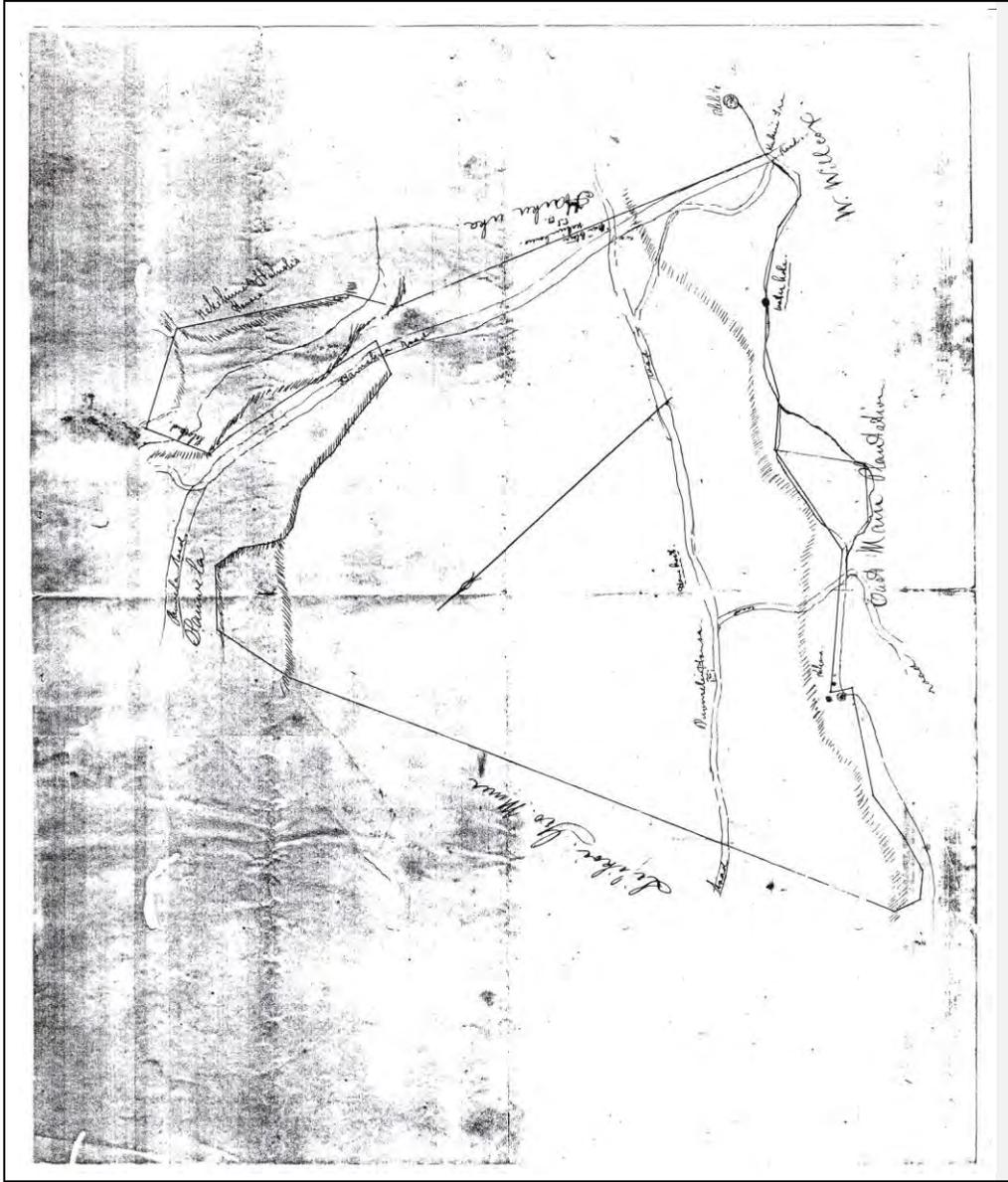


Figure 46. Puuomalei Sketch Map (1867)

In testimony whereof, I have hereunto set my hand and seal this fourteenth day of August, A. D. Eighteen Hundred and Sixty Seven... [HSA – S.B. Dole Collection, M-43 Folder 4]

July 7, 1870
Eugene Bal; to F.W. Hutchinson
[Regarding danger of wild cattle along roadways]

As there are a lot of wild cattle running on my land at Hamakuapoko and have done considerable damage and are dangerous to the public as they attacked me in my wagon and upset it and killed my dog and chased a great many of the natives and even chased me yesterday. Therefore I wish you or the Government would give me the privilege of catching those cattle which are not branded and they are all over two years old or to shoot them and I will allow you the value of the hides... [HSA, Interior Department – Land Files]

[E. Bal's house was situated makai of the Alanui Aupuni, near the Hamakuapoko-Haliimaile boundary; see Registered Map No. 603, 1872].

April 5, 1876
Elia et al.; to Jacob Markle
Lease of Lands at Waianu and Pahoa, Keanae

This lease agreement was executed on this fifth day of April, A.D. 1876, *between Elia (k) Heir of Malailua; and Kekalohe (w), Heir of Kaleo; Nahalea (k) & Lani (w), Heirs of Keohohuna; Ioane (k), Heir of Waiwaiole; Wahine (k), the husband of Kaia (w), Heir of Maewaewa; and Kimokeo (k), Heir of Kiko; and Hakau (k) and Naihe (k), and Hina, Heirs of Kahaukomo; and Kini (k), Heir of Kalino; and Kaakuamoku, Heir of Puula; Uluhani (k), Kailimoku, and Napali (w), Heirs of Paiki; and Nailima, all of Keanae, Island of Maui, Hawaiian Islands, being of the first part; and Jacob Markle of Lahaina, Maui, aforesaid, of the second part.*

The people of the first part bear witness by this document, that they lease to Jacob Markle, aforesaid, his heirs and executors, all of that parcel of Land situated at Waianu and Pahoa, Keanae, Maui, aforesaid, (*Excepting Two Acres at a place where there are mango growing, and a house stand, on the eastern side of said land, for the people of the first part*). The boundaries are thus described:

Begin at the Southern Corner of this, at the corner of the land of Kanihu ma, and run:

North $32\frac{3}{4}^{\circ}$ East 11.35 Chains along the property of Kaniho ma... [see Royal Patent Grant No. 1911] ...An area of 107 Acres.

To have and to hold this land, along with its benefits, rights and water rights, and other rights by Law, by Jacob Markle, aforementioned, his heirs and executors for the term of Twenty Years, beginning on the day this document is executed to the fulfilling of the time herein described... [HSA – S.B. Dole Collection, M-43 Folder 7 (see also Liber 45:481-482); Maly, translator]

May 23, 1876

**C.T. Gulick, Interior Department Clerk; to H. Nalimanui, Agent of
Government Lands; from Heleleikeoho to Oopuola, Koolau, Maui**

...I am directed by his Excellency the Minister of the Interior to request that you immediately send a statement of all Government Lands lying within the places mentioned above, with their names. Send your statement as soon as you can to the Interior Department... [HSA, Interior Department Letter Book 13:377]

July 31, 1876

**C.T. Gulick, Interior Department;
to C.H. Dickey Esqr., Atty. For Hanaloa, Haiku, Maui
[Regarding application of Hanaloa for land at Hāmākua Loa]**

...I am directed by His Excellency the Minister of the Interior to acknowledge receipt of yours of the 24th inst. Together with a receipt for \$53.50 given by Gov. Kapena to Hanaloa a/c of purchase of a piece of Govt. Land in Hamakualoa, Maui. And to say in reply to your request for a Royal Patent that, so far as is known at this office, no proper survey has ever been made of the land in question, the first thing required is a survey, approved by Governor Kapena, and compared with the surveys in this office of adjoining lands, to see that it does not interfere with the rights of others. This being done a Patent will issue... [HSA, Interior Department Letter Book 13:377]

November 20, 1876

**James Makee; to His Excellency W.L. Moehonua, Minister of the Interior:
[Applies for right to draw water from Hāmākua Loa to lands of the
Makawao-Waikapū Region (see reply dated May 31, 1877)]**

...The undersigned in his own behalf as well as for others with whom he may hereafter associate with, apply to your Excellency for a grant in right to take, draw off, and use water from the streams and sources of water situated in the District of Hamakualoa, Island of Maui and the right to convey said water over the Government Lands for the purpose of irrigation or otherwise, the said lands to be irrigated, and situated in Makawao and Waikapu.

The undersigned also begs to say to your Excellency that he is aware that a *grant has already been given to the Haiku Sugar Company and others to take and draw the water from the streams in the said District of Hamakualoa and known as Nailiinaele [Nailiilihaele], Kailua, Hoalua, Huelo, Holawa and Honopou, but the undersigned believes there are other streams in the said District of Hamakualoa that can be utilized although at great expense.*

I would therefore ask that your Excellency will be pleased to give this matter your earliest consideration and to place it before the Commission under the Act, "To Develop the Resources of the Kingdom."

I have the honor to be your Excellency's Obt. Servant...
[HSA, Interior Department Box 55 – 1866-1887; Water: Maui & Molokai]

February 12, 1877
J. Mott Smith, Minister of Interior;
to W. D. Alexander, Esq. Surveyor General – Maui
[Regarding applications for land in the Hāmākua-Koʻolau Region]

...There are on file in this Dept. several applications for Govt Lands on Maui, concerning which I would like any information which you can gather, in order to determine whether or not, the applications may be granted.

J. Markle applies for a lease of Waianu - Koolau Maui containing some 200 acres of cane land - the tract runs up in the bush – He offers \$100 pr year rental.

Dr. F. H. Enders applies to purchase or lease the lands of Puolua No. 1 & 2 in Hamakualoa - Maui offers 50 cents per acre to buy – wants to plant cane.

B. B. Kalilimoku applies to buy land in Keanae Koolau Maui, 3 acres, offers \$3 per acre.

Give me some idea of the area of these lands and their nature, and if it is desirable to dispose of them. The 3 acre application you need not trouble yourself very much about - An early answer will be acceptable... [HSA, Interior Department Letter Book 14:127]

March 18, 1877
J. Mott Smith, Minister of Interior; to F. H. Enders. M. D., Wailuku, Maui
[Regarding Dr. F. H. Enders application–Pūʻolua already sold to native tenants]

...With reference to your application of Jan 19th for the lands of Puolua 1st & 2nd in Hamakualoa Maui - I have to reply that Surveyor General Alexander, went and examined the said lands, and by his report dated 24th inst. I am informed, that the Government, has no further title there. There are Seven Grants, by Royal Patent, to as many natives and Mr. Alexander thinks these grants cover the whole of Puolua — Without an actual survey, I am not able to say that Mr. Alexander's opinion, is incorrect - at all events, the chances, that any of the land remains in the Govt – is too small – that I cannot without a survey undertake to lease or convey, any rights which may remain to the Government... [HSA, Interior Department Letter Book 14:168]

May 22, 1877
Chas. T. Gulick, Interior Department Clerk; to B. B. Kalilimoku Esqre.
[Regarding Kalilimoku's application for land at Ke'anae]

...I am directed by His Excellency the Minister of the Interior, to acknowledge the receipt of your application of the 8th of February of this year, for a certain tract of land in Keanae, Koolau, Maui.

These lands have not been surveyed, and the Government therefore cannot give prompt approval to your application, until after the survey of the same have been completed. If you wish to have this matter promptly attended to, you had better have said land surveyed at your own expense, and forward the same to this office, so that the notice of sale could be published... [HSA, Interior Department Letter Book 14:232]

May 31, 1877
J. Mott Smith, Minister of Interior; to Capt. Jas. Makee
[Application to draw water from Hāmākua Loa]

...In reference to your application, "for a grant or right, to take, draw off, and use water from the streams, and sources of water, situated in the District of Hamakualoa island of Maui" for the irrigation of lands in Makawao and Waikapu. I have to say that the Govt are ready to convey to you, for the purpose aforesaid — whatever waters in that District may be at its disposal. *You are aware, that a Lease to the Haiku Sugar Co and others, of certain of the waters of the District, is in force — the conditions of which, must be observed by the Government — in any negotiation with you — about the water and water-rights in that neighborhood...* [HSA, Interior Department Letter Book 14:247]

July 5, 1877
P. Jones, Interior Department Clerk; to Kalilimoku Esqre., Keanae, Koolau, Maui
[Kalilimoku's Land Application at Keanae Accepted]

...I am directed by His Excellency the Minister of the Interior, to inform you that your land application has been accepted; you must therefore send the purchase price of the land, as stated in your application, the sum of \$9.--. Do not forget to send five dollars for the Royal Patent and One Dollar for the stamp; amounting in all to Fifteen Dollars (15.--).

Upon receipt of the money at this office, the Patent will be issued [see Royal Patent Grant No. 3215]... [HSA, Interior Department Letter Book 14:299]

August 7, 1877
P. Jones, Interior Department Clerk;
to W. D. Alexander Esqre., Surveyor General Makawao Maui
[Regarding survey of Kalilimoku's land at Pāhoa, Ke'anae]

...I am directed by His Excy: the Minister of the Interior to request you to be kind enough to give us some information respecting the 3 acres in "Pahoa" Koolau Maui — Kalilimoku has deposited the money for purchase of this lot, but in order to make out a Patent it is necessary that the tract of land should be more or less defined, although in a case like this a survey is not needful. His Excy: would feel obliged to you if you would send this information at your earliest convenience... [HSA, Interior Department Letter Book 14]

August 21, 1877
P. Jones, Interior Department Clerk; to Thos W. Everett Esq., Lahaina, Maui
[Regarding appraisal of Opana]

...I am directed by His Excy: the Minister of the Interior to communicate with you concerning the appraisal of the land of "Opana" Hamakualoa Maui. The Board of Appraisers for the Island of Maui assessed the unimproved value of said land at \$1468 — & the party owning the land has appealed to His Excy. against this assessment.

Will you please send any information to this Office, which may tend to show why said land was valued at the above figure which appears rather high... [HSA, Interior Department Letter Book 14]

October 30, 1877
P. Jones, Interior Department Clerk; to S. B. Dole, Esqr.
[Regarding appraisal of Opana]

...I am directed by His Excy the Minister of the Interior to inform you that your appeal from the decision of the Board of Appraisers for the Island of Maui, in the matter of the land "Opana" in Hamakualoa on said Island of Maui, cannot be entertained... [HSA, Interior Department Letter Book 14]

1877
Order of Court and Award of Commissioners of the Hui of Hamakuapoko;
to J.M. Alexander

Know all men by these presents that we John D. Havekost, M. Kapihe and S. Kamakahiki each of Makawao Island of Maui, Commissioners appointed by the Honorable A. Fornander, Circuit Judge of said Island of Maui to partition off in severalty to James M. Alexander of Haiku in said Island of Maui, his share in the lands tenements, and [illegible] conveyed by the Haiku Sugar Company of deed of Conveyance dated the fifth day of July AD 1866 and recorded in the register of Deed in Honolulu in book 23 on pages 442 and 443, to Kahalelaau and certain others. Grantees named in said deed, he the said James M. Alexander having succeeded by purchase and sundry deeds of conveyance and assignments to the ownership in fee of certain shares or titles of the said grantees, their heirs or assigns in and to the said granted premises to wit to shares or title amounted in all to Fifteen undivided Twenty Eight parts of the whole of said granted premises – we the said commissioners did cause such portion to wit Fifteen Twenty Eighth parts of the whole of said land to be partitioned off and set apart by metes and bounds to the said James M. Alexander in severalty and further the said Court Justice on our report of such partition being made to him did cause such proceedings to be had before him as were by law required... In witness where of we the said John D. Havekost, M. Kapihe and S. Kamakahiki have hereto set our hands on this 29th day of November AD 1877...

...[T]hey further report that they have accordingly set off in severalty to the said James M. Alexander all those certain pieces or parcels of said premises designated on said Map of Survey by the letter "A" and in the notes attached to said survey fully bounded and described and be set apart to the other co-owners of said premises in severalty to them all those certain pieces or parcels of land designated on said Map of Survey by the letter "B" and in the notes of survey thereto attached fully bounded and described. [See *Figure 47*; Survey Map, Liber 56:107; Registered Map No. 176. J.F. Brown, Surveyor; 1877.]

The following are the notes of survey of the whole premises and of the several pieces or parcels of the Partition.

Notes of Survey of the whole premises. Beginning at a concrete pillar near the shore at "*Kapukaulua*" from which point the signal of the Hawaiian Government Survey on Puu Nene bears S 8° 15' W true bearing distant 6037.7 feet the boundary runs S 9° 30' E true 1062 feet to concrete pillar at "*Keonekapu*." S 40° 7 ½ ' E true 3013 feet to concrete pillar at "*Nukukahawai*." S 22° 3' 40" E true 934 feet to a rock called "*Olopuu*." S 89° 45' E true 300 feet along Grove Ranch to Iron Pin N 51° 58' E true 4445 feet along Grove Ranch and land belonging to Alexander and Baldwin and Haiku sugar Co. Land to junction of wire fences.

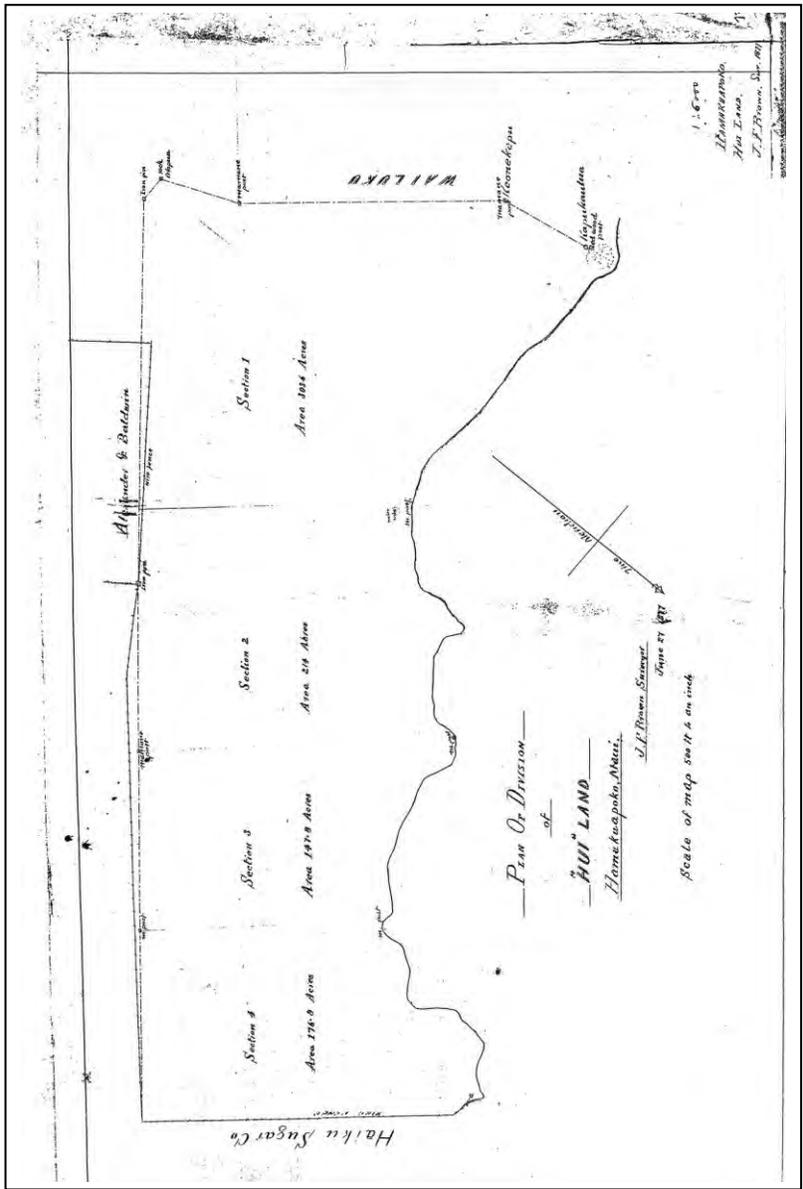


Figure 47. "Hui Land" Hamakuapoko
 (Registered Map No. 176. J.F. Brown, Surveyor; 1877)

N38° 58" W true along wire fence. N 75° 30' W true 150 feet along wire fences. N 85° 25' W true 158 feet to shore. S 60°59' W true 565 feet along shore. S 4° 19' W true 532 feet along shore. S 32° 4' E True 421 feet along shore. S 35° 5' W true 1200 feet along shore. S 57° 21' W true 518 ½ feet along shore. S 70° 00' W true 1510 feet along shore. S 54° 36' W true 1543 feet along shore. S 20° 22' W true 488 feet along shore. S 48° 12' W 824 feet along shore. S 68° 19' W true 405 ½ feet along shore. N 86° 1' W true 928 feet. S 84° 12' W true 2275 feet along shore to point of beginning. Whole Area 872 4/10 acres. Area exclusive of native rights 842 4/10 Acres... [Bureau of Conveyances, Liber 56:103-109; see also Registered Map No. 603]

January 22, 1878
P. Jones, Interior Department Clerk;
to W. L. Moehonua, Governor of Maui &c, &c, Lahaina
[Regarding application for purchase of land at Honolulu Nui, Nāhiku]

...I am directed by His Excellency the Minister of the Interior to inform you, that loane, a Hawaiian, called at this office with a receipt for the sum of Thirty One 43/100 (\$31.43) Dollars, given by L. Aholo, Clerk Governor of Maui pr. D. Mamaki, on the 11th day of Dec. 1877 to Kamili and Twelve others with him.

This being the balance of the purchase price for 36.68 acres of land, at Honolulu Nui, Nahiku, Koolau, Maui. He also brought a survey of said land, as surveyed by Prof. Alexander.

I am directed by His Excellency to ask you to be good enough to report to this office all particulars pertaining to this land, and to also report with whom the purchase price of this land was agreed upon with these people, together with all other information which in your judgment, would enlighten all and every subject pertaining to this land... [HSA, Interior Department Letter Book 14]

April 11, 1878
Deed of S. W. Andrews & others; to Akanaliili
[Regarding sale of parcel – Royal Patent No. 84, Makawao; a parcel from the 1846 land experiment at Makawao]

Know all men by these presents that S. Samantha W. Andrews for myself and acting under Power of Attorney in fact for Samuel C. Andrews, Lucy C. Andrews, Tammy Andrews and Luella L. Andrews: and Lorren A. Andrews and Florence N. Andrews now and recently of Makawao, Maui Hawaiian Islands for and in consideration of the sum of Four Hundred and Fifty Dollars (\$450) to us in hand paid by Akanaliili of Makawao Maui, the receipt of which is hereby acknowledged do hereby give grant bargain till and by these convey unto the said Akanaliili his heirs and assigns for each all that certain piece of land situated in Makawao aforesaid (description of parcel of 18 22/100 acres)... The above lot of land is the same granted to *Kekoa in Royal Patent No. 84 and dated the 15th of May 1848 and by Kekoa deeded in fee simple to Melville M. Gower on the 24 of February 1855 and by M. M. Gower deeded to John T. Gower on the 13th of November 1857 and by J.T. Gower deeded to J.P. Green on the 1st of April 1868 and by J. P. Green deeded to Saml. Alexander on the 1st of June 1870 and by Saml. Alexander deeded to C.B. Andrews on the 12th day of March 1872.* To have and to hold the above conveyed promises with all the privileges and appurtenances

thereto belonging with this our covenant of warranty and lawful... [illegible] ...into the said Akanaliili his heirs, executors, administrators and adjoins in fee simple for ever.

In witness whereof we have hereunto set our hands and seals this 11th day of April A. D., 1878.

Samantha W. Andrews
and acting under Power of Attorney in fact for Samuel C., Lucy C., Fanny P. and Luella L. Andrews, Lorrin A. Andrews, Florence N. Andrews... [Bureau of Conveyances, Liber 56;122-123; see Registered Map No.'s 186 & 603]

April 23, 1878

**C.T. Gulick, Interior Department; to T. Akanaliili, Makawao, Maui
[Regarding application to purchase land at Pū'olua]**

...I am directed by the Minister of the Interior, to acknowledge the receipt of your favors of the 5th and 18th of this month; requesting that the Government sell to you a certain piece of land, called Puolua, in Hamakualoa Maui; in reply would say, that when the Minister gets an opportunity, then careful consideration will be given your application, and whatever is decided upon, you will be duly notified of the same... [HSA, Interior Department Letter Book 15:89]

April 23, 1878

**C.T. Gulick, Interior Department; to W.L. Moehonua, Governor of Maui...
[Regarding sale of land in Honolulu Nui to Kamili et al.]**

I am directed by His Excellency the Minister of the Interior to say, that your letter by D. Mamaki, dated the 20th of this month, has been received. The notices have this day been sent to the Printing Office... [HSA, Interior Department Letter Book 15:89]

May 6-21, 1878

**Interior Department Letter Book – Volume 15
[Excerpts of Crown & Konohiki Lands in Hamakua Loa & Koolau]**

List of Konohiki and Crown Lands on the Island of Maui, bordering on the sea, with the extent of sea-coast belonging to each, as far as known at present.

HAMAKUALOA

Kaupakulua 1	Award # 10474	Namauu	1620 ft. Sea Coast
Ulumalu	Award # 10474	Namauu	2100 ft. Sea Coast
Opana	Award # 2937	W. Harbottle	2700 ft. Sea Coast
Halehaku	Award # 8515	Keoni Ana	4170 ft. Sea Coast
Huelo	Award # 520	John D. li	790 ft. Sea Coast
Hanawana	Award # 5250	Kanui	1300 ft. Sea Coast
Papaaea	Award # 9971	W.P. Leleiohoku	not surveyed...

KOOLAU

Honomanu	Crown	8100 ft. Sea Coast
Keanae	Crown	4900 ft. Sea Coast
Wailua (1 & 2)	Crown	4850 ft. Sea Coast

Paakea & Puakea Award # 209	S. Grant	900 ft. Sea Coast	
Keaa 2	Award # 10512	Nahuina	1200 ft. Sea Coast
Ulaino	Award # 8518B	J.Y. Kanehoa	2000 ft. Sea Coast

[HSA, Interior Department Letter Book 15:123]

August 16, 1878

**Jno. S. Smithies, Interior Department; to Mr. Nahiku
[Regarding sale of land in Honolulu Nui to Kamili et al.]**

I have found those papers of your land at Honolulu Nui, Koolau, Maui; that is the 36 68/100 acre piece [Royal Patent Grant No. 3190]. Do not therefore search for the copy of the survey of said land; because the plan, receipt and all other papers pertaining to said land are at this Office.

Upon the return of the King from Kauai, the Royal Patent for said land will be issued. Be good enough to state, where to send to... [HSA, Interior Department Letter Book 15:233]

December 23, 1878

**H. Schussler (for Claus Spreckels); to S.G. Wilder, Minister of the Interior
[Road Work Done between Maliko and Halehaku]**

...As I shall be compelled to take the water out of several creeks right at the Government road crossing, you would very highly oblige me in a letter of official authorization to do so. That is, to use the government road where, ever it crosses one of the streams granted to Spreckels last July, for the purpose of taking the water out of any one of those streams, where such may be required in the judgment of Spreckels or his agent. Spreckels to repair the road on as good a condition as it was heretofore.

The fact of it is that all those road crossings will be vastly improved. As I intend in several places to build bridges across the streams and take the water out underneath the bridge, also we'll be compelled to raise some of the approaches to these bridges, which will make the crossings much easier than they are now. For such improvements we will claim no offset against road tax. *I have done a good deal of work on the roads between Maliko and Halehaku and you will be pleased to see what improvements I was compelled to make as they were formerly almost impossible for heavy hauling, while now the grades are very much easier...* [HSA, Interior Department – Roads Box 44]

February 22, 1879

**William Fargo; to William Armitage:
[Conveys one-fourth interest in lease of land at Waianu & Pahoa, Keanae]**

Know all men by these presents that I William Fargo of Makawao Island of Maui, for and in consideration of the sum Two Hundred and Fifty Dollars to me paid by William H. Armitage of Keanae, Island aforesaid, the receipt whereof is hereby acknowledged, do hereby sell assign and set over unto the said William H. Armitage his heirs executors administrators and assigns one undivided fourth part share or interest of and in all that certain tract of land situated in Keanae Maui and fully described in a certain deed of lease dated the fifth day of April A.D. 1876 recorded in Lib. 45 pages 481, 428 and 483 from Elia and others to J. Markle together with all and singular the improvements and growing crops on the said premises.

To have and to hold the said fourth interest in said premises and improvements until the said William H. Armitage his heirs executors administrators and assigns for all the residue and remainder yet unexpired of the term of twenty years fronted by the aforesaid deed of lease... [HSA – S.B. Dole Collection, M-43 Folder 7]

May 6, 1879

**C.T. Gulick, Interior Department Clerk; to [H. Nalimanui]:
[Regarding his Appointment as Land Agent of Ko'olau, and Instructions for leasing
Government Lands]**

...By direction of His Excellency I beg to inform you that you have been appointed Sub-Agent of Government Lands for the District of Koolau, Maui, lying between Heleleikeoho and Oopuola. Full authority is given you to lease the small tracts of land, and all rights the Government may have in the lands, but your leases shall not exceed one year. In all of your transactions report promptly to the Minister of the Interior, and you are under no circumstances to execute a lease with others, as the issuance and execution of leases are done in this office... [HSA, Interior Department Letter Book 13:356]

October 17, 1880

**Geo. Jackson, Agent for Roads & Bridges;
to J.A. Hassinger, Interior Department
(Maui Roads Report)**

...In compliance with the written instructions dated Sept. 13th, which I received from the Minister of the Interior, I beg most respectfully to report my return to Honolulu and to submit, for the information of His Excellency, my report upon the Roads and Bridges on the Island of Maui.

Accompanying my report, you will find a daily journal of work performed and mileage of roads ridden over from time to time.

In preparing my report I have endeavored to make it as concise as possible.

It is my intention, as soon I can do so, to prepare an illustrated road map of Maui which I shall send into office when completed...

... 14 Makawao District

1st The manner in which the road repairs have been conducted with a view to durability during the present year!

The whole of the roads along the northern portion of this district, appear to be in very good order, and much seems to have been done during the last year or so, towards putting them in good repair but a sum, say \$500 will be required to keep them up to their present condition, on account of so much rain falling in this district. It rained very hard at times, during my visit to this locality & consequently there was a deal of mud, but I found the roads nevertheless in very good order

After you pass Huelo however, the roads for about 3 or 4 miles are not quite so good, when you come to swampy country in which it would almost be impossible to make a good road

unless at very great expense, and which is really not needed, so few people ever passing that way. After passing through this swampy country for about a mile, nothing but deep and dangerous mountain passes and gulches are encountered, thoroughly impracticable for traffic and possessing only a horse trail, in the shape of a road, for the mail carrier and the few others who are compelled to go that way. To a stranger not knowing the road, it is highly dangerous and should never be attempted without an experienced guide, and on mules only. At the time of my visit, I was strongly advised by old settlers not on any account to attempt to force my way round to Hana by that road, on account of the heavy torrents which were coming down from the mountains at the time, so I turned my horse's heads (having seen sufficient to convince me of the truth of what I had heard), and returned to Makawao by the upper road through Haiku, a very excellent wide road and in thoroughly good order, in fact about the best road on Maui.

2nd The same with regard to Bridges!

The bridges of this district are, like most of the roads, in very good order and they will last many years to come being of recent construction & substantially built. There is one bridge being now built across the Kakipi gulch which will probably be finished this month. It will be substantial and will last many years. The stone work was completed when I visited the place and the contractors were about to erect the bridge...

...Two wooden bridges in Pauwela gulch with stone abutments in very good condition.

One wooden bridge in Kulanahoe Valley nearly new, in very good condition.

One wooden bridge in Waipio nearly new, in very good condition.

One wooden bridge building in Kakipi gulch and will cost when completed \$300.

One stone bridge in Moku papa gulch built this year, in very good order...

[HSA, Interior Department – Roads Box 44:1, 14-17]

September 19, 1881

**E.W. Kahoopii, H. Kapali and all [native] residents of Wailuanui;
to Princess Kamakaeha Liliuokalani, His Majesty's Regent**

**[Regarding Crown Lands in Wailuanui-Ke'anae vicinity, and of discrepancies in land
dealings between agent and Chinese rice farmers]**

...The thought has come to me so as to reply to you, Princess, about what we talked about in the night at Keanae, because of crooked doings of the agents who falsely told you, Princess. Kaakuamoku saying to you that it was his own land which he leased to the Chinaman, and not the Crown Land. *We, the old residents of Wailuanui stand up and affirm to you, and inform you, oh Princess, that this land of Kalaiahakea, by name, does not belong to this great crook Kaakuamoku.* No, not at all, that is Crown Land from ancient time to the time of your ruling the Kingdom. The above described land has an area of two or three acres, with *two other large patches of Kaipalaoa*, and it was this agent also who disposed of it to the Chinamen, and by none other. Hookano was another agent here for Wailua, but, he gave absolutely a *large patch named Pualele* to the Chinamen to plant rice for themselves. It was these agents who had power which was more than the power of the King and the Commissioners of Crown Lands, and they have repeatedly said haughtily and boasted that the places where the natives were to live was the branches of the trees. And because of this, we, the old residents of the land have combined together and are putting money aside and will come before the Commissioner, Kale Kauka, and His Majesty, when we hear that they have returned from the tour of His Majesty.

We stringly object to the injustice done between the agents and the natives, and yours. The rights of the Chiefs. This is the voice of warning to you, Princess, to first forbid the Deputy Commissioner to not consent to accept the money from the lying agents of Wailua. And we have heard that said agents have combined with the Chinamen to make up an amount of money, then bring it to the comissioner, and tell smooth words.

The old residents of Wailua have to together and the money is ready, do not listen to the snares of the Devil. The old man, Nunu, who complained to you at Keanae about the place which the agent seized, you awarded i to said lying agent, and Nunu is deprived. The subjects of you, Schiefs, call your attention to the words of the bible, that the wicked people will be rooted up from the land. That is hwat we believed, that the dishonest living of these crooked agents be ended. We are worried and depressed, the old residents of the lands who are living now, and we ask your kindness oh Princess, that you write us a letter, so as to lighten our sorrows, through the unbearable conduct of the land agents.

With thanks to you, the Regent of the Kingdom,

I am,
E. W. Kahoopii, Jr., and
H. Kapali and all the native residents of Wailuanui

[HSA, Interior Department Box 55 – Water Maui & Molokai, 1866 – 1887]

December 30, 1885 (page 2)
Daily Honolulu Press
Mortgagee's Notice of Sale - Halehaku

By Direction of Alexander J. Cartwright, the Assignee of a certain mortgage deed made by Albert K. Kunuiakea, of Honolulu, Island of Oahu, to the Hawaiian Investment and Agency Company, Limited, dated the 5th day of August, 1882, and recorded in Liver 76, on folios 180, 181 and 182, and assigned to said Alexander J. Cartwright... by deed of assignment dated the 27th day of June, 1884, and recorded in Liber 88, on folios 216 and 217, and the Mortgagee named in two certain mortgage deed, to wit: 1st – Mortgage mad by said Albert K. Kunuiakea... dated the 28th day of March, 1883... Liber 79, on folios 351-4. 2nd – Mortgage made by said Albert K. Kunuiakea... dated 23d day of August, 1883 and recoded in Liber 84, on folio 3; we are directed to sell at Public Auction on Monday, January 4, 1886...

...Halehaku—Hamakualoa, Maui, 3,653 51-100 acres, Land Commission Award 8515. Royal Patent 1666. The kale land leased to Hui at \$220; expires January 1, 1886. The right of way for ditch leased to Haiku Sugar Company, Alexander & Baldwin, and Grove Ranch Planation at \$100; expires July 1, 1899. Lease to C. Spreckels at \$200, expires July 1, 1899. The ditch leased to C. Spreckels at \$100, expired July 2, 1899...

E. P. Adams & Co.

June 26, 1893
D.W. Napihaa; to J.A. King, Minister of the Interior

...I, D.W. Napihaa, of Keanae, Koolau, Island of Maui, make application before your Excellency for the positions below set forth:

1. That it is proper that the Pound mastership of the Government be given to me.
2. That all of the Government lands in the District of Koolau be given to me.

Upon the following grounds: That B.B. Kalilimoku has been appointed Pound Master, and has also been appointed agent of Government lands. And yet, he is completely opposed to this Provisional Government and he is doing his best for the Aloha Aina, and is taking petitions of the natives.

And I have taken the oath under this new Government, and am doing all I can for annexation...

I, J.K. Iosepa, certify to everything shown above. [HSA Interior Department – Land Files]

June 21, 1894
D.W. Napihaa; to J.A. King, Minister of the Interior
[Regarding Government lands of Ko'olau and practice of taking logs for canoes]

...You replied to me before that you were considering the matters pertaining to the Government lands here in Koolau, of which I made application to you for two times before, and because I have noticed that the natives are going in great numbers up in the mountains to cut canoes and sell same for their own profit without paying any attention to the rights of the land.

Therefore, I again ask you to please appoint me, the one whose name is below, as agent for Government lands of Koolau, Island of Maui.

Hon. J.K. Iosepa is in Honolulu, and you ask him about this mater... [HSA Interior Department – Land Files]

January 15, 1900 (page 6)
The Hawaiian Star
Spreckelsville Ditch

Spreckelsville, January 11. –Co. Jensen, contractor for the new Spreckelsville ditch, has moved his headquarters to Hamakuapoko, as the work has gotten down that way. A large building has been erected on the road to Maliko for his use. The store and premises at Peahi will be maintained as a branch station.

February 29, 1904 (page 6)
The Hawaiian Star
The Big Merger Begins (Sugar Companies and Water Ditches)

...The work on the new Ditch, which will bring out Koolau water, is progressing well. Mr. O'Shaughnessy expects to complete the ditch he is constructing to bring the water to

Waiakamoa, where the Hawaiian Commercial & Sugar Co.'s share will be taken out by August. The ditch to carry the Maui Agricultural Co.'s share from the point to Hoolawa, where it intersects the Hamakua Ditch, will be completed before August. This will assure us of a full ditch after that time. George Baldwin, who is constructing this connection ditch, has begun on a new ditch that will bring the combined Koolau and Hamakua Ditch water on to the plantation 175 feet higher in elevation than the delivery of our present ditch. This will carry the combined water from Hoolawa, where the ditches intersect, to and across the plantation. The gain in elevation is due to the fact that the Hamakua Ditch, the pioneered ditch of many magnitude on the Islands, was constructed with a much greater fall than is necessary, especially for so large a volume of water as will flow through the new ditch. The new ditch will make available for cane, some 3,000 acres of pasture land...

August 1, 1904 (page 5)
Pacific Commercial Advertiser
Peahi-Huelo Water Petition

The natives of the Peahi-Huelo region are making a petition to the President of the United State concerning the cutting off of their water supply by plantation ditches. They declare that streams that have run past their doorsteps as long as they can remember and have never been dry, had suddenly ceased to flow. They will not have recourse to the courts because those legal bodies make a decision one year and change it the next, and cite the Iao Valley water case to substantiate their position.

There is a rumor among Hawaiians that the water of the famous Polipoli Spring of Kula has suddenly disappeared. It has never been known to have dried up before.

March 25, 1909 (page 14)
Evening Bulletin Industrial Edition
Maui Agricultural Company

One of Maui's most Profitable Sugar Estates made up by a Combine of Several Companies. Elaborate and Expensive Irrigation System

The Maui Agricultural Company was formed In January, 1904, and Is a consolidation of the old Paia Plantation Company and the Haiku Sugar Company, with the new Kalialinui Plantation Company, Kula Plantation Company, Makawao Plantation Company, Pulehu Plantation Company and the Kailua Plantation Company. Lately the mill itself was taken over by the Central Milling Company, the stock of which is entirely owned by the companies forming the combine. The last five companies control 5,000 acres of land, one-half of which is planted to cane.

Upon the Haiku division of the Maui Agricultural Company there are 16,000 acres of land and upon Paia division 12,000 acres, which, with the 5,000 acres of new lands recently acquired, will give the new company an approximate total of 33,000 acres. Of this, about 12,500 acres are adapted to the successful cultivation of sugar cane. A majority of the remainder is forest and pasture lands. In addition to the plantation properties the company owns the Haiku and Grove ranches, where 2,000 head of cattle and several hundred head of horses and mules are kept.

The headquarters of the Maui Agricultural Company are located at Paia, ten miles from Wailuku.

Cane was first at Haiku about fifty years ago, while S. T. Alexander, [and] H. P. Baldwin organized the old Paia Plantation company and planted the first cane entirely of the Lahaina variety. Lahaina is the principal variety grown at the present time, it seemingly thrives better than Yellow Caledonia, which is so grown upon the Islands of Hawaii and Kauai.

Crop for This Year.

The 1908 sugar output was 22,800 tons. The estimate for 1909 is 25,000 tons. This places the Maul Company among the leading plantations of the Hawaiian Islands.

Ripened cane is conveyed from the field to the mill by the ordinary V flumes and by cars. There are about ten miles of railroad supplied with 500 cars and two 25-ton Baldwin locomotives and one 18-ton Porter locomotive.

Great Water Ditch.

The entire area planted to cane is under a complete system of Irrigation. About one-half the land lies above the pumping range and is irrigated by the old and new Hamakua ditches, both of which are practically controlled by the company. The new Hamakua Ditch, the Nahiku, Koolau and Kihei ditches, all operated in conjunction, extend from Kihei to Makapipi gulch in the Nahiku lands a distance of nearly fifty miles, and supply the company with 60,000,000 gallons of water per day, the capacity being 80,000,000 gallons. Of the several Irrigation systems of great magnitude which are in operation in the Islands this is by far the larger and most expensive. The new Hamakua ditch cost \$316,045, the Koolau ditch \$440,000, while the total cost of the complete extension of the ditch system was about \$800,000.

The average annual rainfall at Hamakua-poko from 1900 to 1905 was 56.20 inches, while the average for five years beginning in 1890 was but 35 inches. The rainfall in 1907 averaged 52.69 inches.

In addition to the vast amount of water supplied by the irrigation ditches four Fraser & Chalmers pumping plants with a smaller centrifugal pump, furnish the plantation with 20,000,000 gallons of water per day. With the ditch running at its full capacity and with those pumps working, the plantation would receive over 100,000,000 gallons in twenty-four hours.

Situated at convenient points upon the property are reservoirs for storing surplus water which have a combined capacity of approximately 300,000,000 gallons.

The sugar factory of the Maul Agricultural Company is located at Paia, where a large new steel mill structure has been erected. The main building of which is 120x240. The material for the building was furnished by the American Bridge Co. on plans made by the plantation people. Another building 60x120 contains the clarifying apparatus and the machine shops. The steel staging for pan and crystallizing house is in still another new building of 60x90 dimensions.

One notable feature of the mill is that the machine shops, clarifiers, quadruple effects, crystallizers, two nine-roller mills and filter press are all upon the one main mill floor. The vacuum pans alone being upon the floor above. The centrifugals, boiling house pumps, boilers and the large sugar room are on the cemented ground floor. The steel staging for crystallizers, pans and filter presses was furnished by Milliken Bros. of New York. Adjoining

the sugar room a large sugar warehouse has been built 74x200 feet, and an extension is being built to it this year.

The Kahului Railroad Company has built a branch road to the mill which enables the finished product to go direct from the bagging room to the sugar room, whence it is transported by rail to Kahului and shipped to its destination in the American-Hawaiian steamers...

Schools and Homes.

In addition to the public school at Paia the children of the employees have a kindergarten run by the plantation, and a school house and cottage for the teacher, has also been built by the management, while the town of Paia supplies the teacher.

During the month of September 1908, the company employed 176 skilled and 2400 unskilled laborers and 70 contractors; making a total of 2646 men. A house and one acre tract of land is given to any laborer desiring it who will live upon it for a term of three years. Several Portuguese have taken advantage of this offer, and have neat homes of their own.

H. A. Baldwin has managed the immense properties of the Maui Agricultural Company since its inception in January, 1904. Previous to this time Mr. Baldwin was manager of the Haiku Sugar Company plantation which is now absorbed in the larger company...

January 10, 1913 (p 6)
Honolulu Star Bulletin
Peahi-Pauwela Tunnel Work

Pauwela is a rapidly growing village since the homesteaders have started at Kuiaha, says the weekly Times. New stores have gone up and a good road has been built on a very moderate grade right to the big gulch, and the little village boasts three automobiles and hacks for hire, which can be seen standing in front of the new Japanese hotel. The influx of several hundred Japanese tunnel workers to the Peahi and Pauwela section has had lots to do with the improvements. These Japanese are all on contract work with the H. C. & S. Co., and all making good money.

March 12, 1920 (page 8)
The Maui News
Peahi Wants Water System

David Kiakona was before the board of supervisors on Wednesday with a petition from Peahi residents for a pipe line from the mountains to supply water to the community, which had grown greatly in the past few years on account of the development of the pineapple industry in the section. The board expressed itself in favor of the idea but indicated that the first step to be taken would be for the Peahi Hui, which controls most of the land in the district, including the water rights, to take formal action authorizing the use of these rights by the county for the development asked for.

February 5, 1937 (page 9)
Honolulu Star Bulletin
East Maui Water Contract Planned

...Feb. 4.—Chairman Harold W. Rice was authorized by the board of supervisors Wednesday to execute a contract with the East Maui Irrigation Co., whereby the irrigation company would supply the county with water for Peahi consumers.

Under the terms of the agreement, water would be supplied the county at a rate of \$40 per million gallons for a five year period, after which an appraisalment would be made to set the rate for the next five years, a similar appraisalment being scheduled every five years.

The board's action followed receipt of a report from S. W. Tay of the board of health certifying the water in question is potable.

Emergence of The Hui Kuai Aina
(Land Purchase Associations)

Feeling at a disadvantage against foreigners and corporations, Hawaiians developed a significant land program in the form of Hui (Associations) at various locations across the islands, including several across Maui Hikina. The letter below, published in a native newspaper in 1899, calls Hawaiians to support the Hui movement as a means of relieving them from poverty and establishing a way to enrich their lives. The author shares, "*Why should Hawaiians not also benefit from the land as the haole do?*"

June 3, 1899 (aoao 3)
Ka Loea Kalaiaina
Hui Kuai Aina Hawaii

He manaolana ko makou e ike mai ana kekahi poe o ka lahui Hawaii naauao i ka makou i kauleo muai aku ai no ka hookuonoono.

O ka Hui Kuai Aina Hawaii i noho Peresidina e W. C. Achi, a i noho Puuku ia Jese Makainai a i noho Kakauolelo ia e Enoch Johnson, a i noho Luna Hoomalu ia e J. K. Kahookano no ka Papa Hooko; oia hui ke kahua hookuonoono a lawa a hopohopo ole e like me ka makou i kauleo mua ai.

O keia ka Hui no na kanaka Hawaii e pono ai no keia manawa hope o ka noho ana e hoolako mai ai ia kakou a e hoauhee aku ai i ka hune mai na puhaka aku o ke kane, wahine a me na keiki.

O na dala a na makua i hoiliili ai ma ke ano paipunahele i na keiki o hookomo mai i keia hui, a na keia hui e hoonui ao i na puka kiekie no ka manawa pokole loa.

Ua hoike mua »au makou i ke kumuwaiwai o keia hui he \$50,000, a hala ae keia makahiki e komo ana keia hui i ke kumuwaiwai hou no ka \$100,000, e hiki aku ai hoi ka waiwai io o keia hui i ke \$50,000 mailoko mai o na waiwaipaa i hoopihaha me na hale me na ulu hoolimalima, he mau dala puka no ka Hui.

E hauoli ana makou ke ike mai ka lahui a manaolana'e no ka pono a pomaikai.

E ike mai ka Lahui i keia hui a me kona mau luna a i kona mau hoa. E a na haole ka po'e mai nei he mau hui mahiko lehulehu no na kane, wahine, keiki no ko lakou pomaikai iho.

O ka manao o keia hui e huki i ka Lahui pono e like me na haole e hiki nei ia lākou iho, pela no hoi kākou na Hawaii e huki ai ia kākou.

Lehulehu na poe e komo nei i keia hui; haole, Pake, ke huki like nei ka poe komo tausani dala e komo mai ana i ka mahina.

Mai hoomalau, mai houlolohi mai oukou e ko'u mau ho'aloa.

E manaolana me ka eleu, e haawi me ka hooko, e wiki me ka hakalia ole. Eia ke ola me na manao hoolana. O keia ae la ka makemake o Ka Loea Kalaiaina.

[Translation - Synthesis]

Hawaiian Land Purchase Associations

We hope that the Hawaiian people will see the wisdom in the words as a means of prosperity.

The Hawaiian Land Purchase Association appointed W. C. Achi, President, Jesse Makainai, Treasurer, Enoch Johnson, Secretary and Chairman, and J. K. Kahookano, Executive. This association works fearlessly to bring prosperity to the above stated organizations.

This is the Association for Hawaiians so that from here on out they may reside in prosperity, driving away poverty from the men, women and children. The money that the parents have gathered and cared for like a child, has been placed with Hui and this association has raised it to up in a short time...

We rejoice for our race and have hope for righteous blessings.

This association and its members see that the foreigners have made many plantations for the wellbeing of their own men, women and children.

It is the belief of this organization that the native race should also benefit just like the haoles. That is why we have come together.

Many people are joining the organization, haole, Chinese, and others, all drawing their thousands of dollars in month. You should not be skeptical, or delay, my friends.

With hope and cleverness give that it will be fulfilled, do it quickly without delay. Here lies life and hope... [Maly, translator]

An example of the complexities of the Hui Kuai Aina in Maui Hikina, and their subsequent dismantling—largely under the influence of the sugar plantations and EMI—is found in the Hui that was established at Pe'ahi in Hāmākua Loa. Key events in the rise and fall of this Hui, representative of most others across the islands, are found below:

- Grants 149 and 221 are issued to H. S. Swinton in 1849 and 1850, respectively, covering the entire ahupua'a of Pe'ahi, less holdings granted in kuleana to native tenants.
- In January 1851, Swinton mortgages the Pe'ahi and Uaoa (R.P. 160) holdings to Fisher Newell and Lewis H. Anthon (in separate documents).
- In June 1851, Swinton makes another conveyance of the Pe'ahi-Uaoa holdings to Fredrick Porter.
- That same year, Swinton defaults on mortgages, and Anthon gains control of the Pe'ahi-Uaoa holdings.
- In October 1888, Anthon's heirs sold their interest in Pe'ahi and Uaoa to native Hawaiian, Moke Kahiapo. At the same time, M. Kahiapo secures a mortgage on the properties from James Campbell.
- In 1889, the Anthon's heirs sell further interests in the Pe'ahi-Uaoa to Kahiapo.
- In October 1890, Moke Kahiapo sold 190 shares of 191 total shares to members of the newly formed Pe'ahi Hui Land.
- By 1891, sales of shares to membership was completed, and parties in the Pe'ahi Hui began selling shares in interest to other parties.
- In 1913, G. M. Maalo sold a 15-year lease of 100 acres in the Peahi Hui Lands to S. Makabe (a Japanese resident). Between 1913 to 1919, Maalo purchased multiple shares in Hui Lands from other holders.
- In January 1920, the board of the Pe'ahi Hui sued Maalo stating that he had illegally entered into an agreement to lease 69 acres of land to J. Takada. The case proceeded through the courts and ruled in favor of Maalo and Takada. This set the stage for further court action and the breaking of the Hui, and partitioning the Hui holding, granting equitable shares to the nearly 200 valid heirs.
- 1920-1924, issues in the Hui, having been brought before the courts, led to parties, foremost of whom was the East Maui Irrigation Company, Ltd. applying to have the Hui broken and partitioned. The partition was completed in 1924, and the Hui Kū'ai 'Āina o Pe'ahi ceased to exist. However, title of the land parcels are still identified by the original Hui lot subdivisions.

Among the collection of historical accounts from the Pe'ahi Hui are the following narratives:

January 30, 1920 (page 1)
The Maui News
Suit to Annul Lease of Peahi Hui Land
Action Taken by Offices of Association May Result in Interesting Contest

... Suit over Peahi Lands Starts. J. K. Smythe, Manuel Sebastian Santos, William F. Pogue, Fred Wilhelm and William Smythe, officers of the Peahi Land hui, and association which

holds a large area of undivided lands in the Peahi district, Hamakualoa, Maui, have filed a suit in equity in the 2nd circuit court against J. Takara, sometimes called J. Takada, G. M. Maalo and the Baldwin National Bank which promised to open some interesting points before it is settled.

According to the petition, Maalo, presumably a member of the hui, has leased about 69 acres of the lands within the hui to the Japanese, Takara, and Takara is negotiating a loan, which brings the bank into the suit.

The plaintiffs claim that no member has a right to make such disposition of the hui lands, and asks in the name of the other members of the organization, not otherwise interested, that the lease made be revoked by the court.

It is understood that the land in questions is a valuable piece of pineapple land.

May 27, 1921 (page 2)
The Maui News
Decision Affirmed – Peahi Hui Against J. Takara, et al.

The decree of Judge Leslie L. Burr, circuit judge this county in dismissing the bill of complaint in the case of J. K. Smythe and other concerned in the Hui Kuai Aina o Peahi against J. Tanaka [Takara] and others was sustained and affirmed by the supreme court Tuesday, the opinion of the court being written by Judge James L. Coke, chief justices, and concurred in by Judge S. B. Kemp, associate justice and Circuit Judge Cornell S. Franklin, sitting in place of Judge William S. Edings, associate justice, absent on leave of absence in the mainland. The suit was for discovery and avoidance of a lease.

January 11, 1924 (page 6)
Honolulu Star Bulletin
Hui Peahi to Go

...Jan. 8. – after nearly 34 years of existence, Hui Peahi, a land-holding association is to be dissolved. Suit has been brought by the East Maui Irrigation Co., for the partition of the lands, which include about 3000 acres. The land has been used for grazing purposes, but may become valuable as pineapple land.

This is the first action of its kind to be brought under the new and simplified law.

Under a deed dated October 28, 1890, M. Kahiapo conveyed 190 of 191 shares to various individuals who thereupon became tenants in common in the lands, retaining one share for himself. Later the Hui acquired some of the shares thus reducing the number of shareholders. There were three tracts embraced in such hui land which have been granted to H. S. Swinton, L. H. Anthon and C. R. Bishop. A fourth deed was made by the Maui Agricultural Co., to L. K. Waipa and others dated March 29, 1922.

April 15, 1924 (page 4)
Honolulu Advertiser
Suit for Partition of Lands owned by Hui to be Heard in Maui Court

...April 11. – *A suit by the East Maui Irrigation Co. for partition of the land of the hui Peahi, believed to have been organized in 1859, will open before Judge Daniel H. Case of the second court April 17. It will be the first case to be tried under Act 178, Session Laws of Hawaii, 1923, so far as is known here.*

In bringing the suit is it the purpose of the irrigation company to have the lands of the hui, comprising an area of almost 3000 acres, reapportioned, in order that each individual shareholder may be granted title to the land.

Complex Situation

The case presents a very complex situation. For almost 70 years the lands of the hui have been passed from heir to heir through two generations. Today, it is estimated that there are over 200 persons owning a share or part share. Many of these have departed from the island. There are others unknown to the petitioner.

Judge Case, in an interview with a correspondent of The Advertiser, today expressed the opinion that the case could not be brought to settlement before the end of the year. At present he is considering a plan whereby he would appoint a commission of three persons and name a competent civil engineer to aid the commission in arriving at a settlement.

Details of Plan

He suggests that roads be laid out through the 3000 acre tract and that owners of kuleanas be apportioned a piece of land equally as large as they may be entitled to under the share division. These small tracts would front on the road to be laid out.

The remainder of the land, and that which other shareholders who desire to sell out their holdings, are entitled to, would be sold by order of the court, the proceeds of the sale being apportioned in the same manner as the lands.

Shares in the hui Peahi have mounted rapidly since the development of the pineapple industry. Recent offers made to owners are reported to have been as high as \$700 a share.

The law firm of Smith, Warren, Stanley & Vitousek will represent the petitioner at the hearing.

Judge Case has appointed County Attorney Elmer R. Bevins guardian to represent the interests of a number of minors who are heirs to holdings in the hui.

October 28, 1924 (page 11)
Honolulu Advertiser
Peahi Hui Land Conveyance

Deeds

Caroline H. Kaiapa to Violet L. [Kaiapa] Pomeroy [Pomroy], int. in 8 A land, Peahi... \$1. Oct. 15, 1924.

Caroline H. Kaiapa to Rachel T. Kiakona, int. in pcs. land, Makawao, Maui. \$1. Oct. 15, 1924.³⁷

In 1932 the Honolulu Star Bulletin published a 5-part series of based on a paper written by Leslie Watson (Civil Engineer and Superintendent of lands, Alexander & Baldwin). Watson provided details on the formation of the Hui Lands, describing how they fit into the native Hawaiian's concept of residency on the land, issues that arose in the early 1900s, and the Supreme Court settlement that led to the partition. The Hui of Pe'ahi formed in 1890, by Kahiapo's conveyance, played a significant role in "Hui" history across the islands. Excerpts from the December 14, 1932 article follow:

**December 12, 1932 (page 5)
Honolulu Star Bulletin**

Background of Hawaiian Land Law Involved Engineers Become Experts in Solving Questions that Might Vex Attorneys

By Leslie J. Watson, Civil Engineer and Superintendent of lands, Alexander & Baldwin
(Note: This is the first of five articles by Mr. Watson on the development and dissolution of old Hawaiian land huis, The text is from a paper read before the Engineering Association of Hawaii.

Definition of "Hui," "Hui Land"

The use to which the word "hui" has been put recently has very little in common with its principal application. The "land hui" and "stock huis" that were so much in favor during the "boom" years were really only pooled investment in lands and stock made by groups of partners.

In the proper use of the term, a "hui land" is a parcel of land owned by a group of individuals associated together in an association called a "hui" whose regularly elected officers administer the common land of the common good under articles of association and by-laws which are, or were, usually signed by all of the original owners...

Court's Ruling

Our supreme court has ruled that: "The hui, as a peculiar institution, has, pursuant to its rules and customs, certain powers as an association which do not belong to its members individually as tenants in common. Among the powers is that of binding all its members at a regularly called and duly attended meeting by a vote not unanimous." (1882 and reaffirmed 1900, etc.)

"The rules of a Hawaiian land hui regulating the management of their land as regards pasturage are binding until rescinded, upon the members and lessees having notice." (1882 and reaffirmed 1896, etc.)

The hui in itself is not a legal entity, but, as indicated in the foregoing, the customs and usages of hui do have a very definite status under our laws. As a matter of fact, the hui

³⁷ These elder kama'āina are the great grandmother, grandmother, and grand-aunts of co-author Onaona Pomroy Maly.

organizations themselves were practically recognized as “legal entities” in one way or another—as an example attention is called to the practice which was in effect until seven or eight years ago of having land taxes levied against the hui and paid by the organization from its treasury. There are also many examples of leases given by the hui’s officers and even deed of school lots executed by the officers being accepted by the territory... [Watson goes on to include a discussion of land tenure under Kamehameha I and leading to the Māhele of King Kamehameha III.]

December 13, 1932 (page 3)

Honolulu Star Bulletin

Series by Leslie J. Watson, continued (Part 2)

Communal Idea Vital Features of Hawaii Life

Its Development Through Centuries Let to First Land Huis in 19th Century

To the old Hawaiian, land undoubtedly had somewhat the same status as the air and sea; it was just something necessary to all and available to all, but it was not thought of as having a trading or sale values and the tenure was not such as to permit of real estate transactions as we think of them.

The Hawaiian who held a taro patch also had the right to hunt in the forest and to fish in the asea and perhaps to maintain huts in the forest and at the beach. He was arbitrarily and severely dealt with to some extent by the local representative of the chief who held the ahupuaa, but within each ahupuaa, subject to control, he did enjoy rights of such nature as to give him nothing to worry about in sharing the resources of the ahupuaa and its appurtenant fisheries.

The land commission awards covering taro patches, house lot area, etc. within ahupuaas were, and still are, entitled to certain rights in the forest and the sea but in the exercising of these rights it is evident there could not be the freedom enjoyed under the old system...

The communal ideas, which had been developed through the course of centuries, were so deeply a part of the life of the Hawaiians as to make it but natural that the urged to continued such ideas should manifest itself, so shortly after 1850 the Hawaiian land hui was born.

Thus it is evident that the fundamental reason for the huis was that ownership of undivided interest in a large tract of land was far more adaptable to the Hawaiians needs and background than ownership in entirety of the small parcels.

The Unorganized Huis

The first huis were co-tenancies resulting from the purchase by groups of individuals of tracts of land from the government. The purchase price was usually \$1 per acres. There are several hundred such grants to groups of individuals (usually from 2 to as many as 15 or 20 grantees), of parcels of land of perhaps from 30 to 300 or more acres. The tracts generally came to be known as the “hui land” or “hui aina” of the locality within which the grant was situate... [Cites examples and issues with searching title.]

Dissolution of Small Lands

Small hui lands are often “solved” by partitions deeds. In Hamakualoa, Maui, many such deeds were put through the initiative of East Maui Irrigation Co., Ltd., in the period 1924-

1928. The typical small hui land in the locality is a strip of one or two hundred acres running from the sea up into the forest. For the protection of the ditches which make the Central Maui plantations possible the company had purchased interests in the hui lands from time to time. Interests were also purchased for the protection of the forest...

December 14, 1932 (page 7)

Honolulu Star Bulletin

Series by Leslie J. Watson, continued (Part 3)

Huis Affected by Demand for New Pine Land

Supreme Court Decision Said to Have Been the 'Death Knell' of Island System

Although facts show why hui lands must be divided the impetus to "do something about it" was contributed by the pineapple industry. In east and West Maui the pineapple canneries were desirous of leasing several hundred acres of potential pineapple lands in the period 1920 to 1926.

Those holding allotment systems of the large Peahi, Mailepai, Huelo and Ulumalu huis (and small unorganized huis as well) were probably acting within their rights in leasing there allotments to pineapple growers but many presumed to lease the full acreage—equivalent of their undivided interest in the hui land. This led to a wild scramble for land and to the important lawsuit brought by the board of directors of Peahi hui against a member who have violated the hui allotment rules.

The supreme court's decision in this case might be said to have been the death knell of Hawaiian hui lands. The court ruled that the board of directors and the hui itself were not legal entities and that in a suit against any member, all other members must appear as plaintiffs thus making the suit one of the common law nature between co-tenants. In huis of a total membership of perhaps 200, many of whom are unknown, such a proceeding would be absolutely impossible.

It was thought by many that Hawaiian custom and usage in hui land matters were such as to make the court's finding unjustified but, be that as it may, all recognized that the huis would have to pass out of existence and that the "sooner the better."

1923 Partition Statue

Following the Maalo decision, conditions in many hui lands were really chaotic and Messrs. L. J. Warren and R. A. Vitousek, of the firm of Smith, Warren, Stanley & Vitousek, then gave great deal of study to the problem. The result of this study was the "partition" act passed by the 1923 session of the legislature (now Chapter 159, R. L. Hawaii, 1925).

Under this law the large Peahi and Mailepai huis on Maui and Moloaa hui on Kauai have been partitioned in a manner that experience has shown to meet with unanimous favor. The law provided that any owner of an undivided interest may bring a suit in equity against all other owners seeking a partition of the land...

Cost of Partitions

The total cost of each of the three partitions that have been completed (Peahi, Mailepai and Moloaa) was from \$25,000 to \$35,000 in addition to perhaps \$10,000 of time spent by the petitioner's representatives in the months of preliminary studies but since each of these lands was of an area in the 1,500 to 2,500 acre range, considerable portion of which is good

pineapple land in each case, the cost per acres for the many advantages of obtaining the new form of title was not excessive... A few of the principal hui and certain especially interesting hui will now be commented on, particularly with reference to unusual features:

Was “One of Worst”

Peahi hui, which was partitioned under the statute in 1924-1925, covered about 2,000 acres of land in Hamakualoa, East Maui. Although the hui was formed at a comparatively late date (1890) it was one of the worst, from a title standpoint.

The area was owned by the estate of L. H. Anthon. Upon his death, an enterprising Hawaiian, Mose Kahiapo, made an offer to the Anthon heirs on behalf of a large group of Hawaiians. In 1888 Kahiapo borrowed money from James Campbell and a deed was executed in his favor by the Anthon heirs. A mortgage was given to Campbell and 190 shares (of a total 191) were sold by Kahiapo to others.

In 1890, presumably after Kahiapo had collected all the money and refunded it to Campbell, Kahiapo deeded 190-191st undivided interest (or 190 of 191 shares) in the land to 159 Hawaiians, retaining one share for himself. By the deed 144 received one share each; 11 received 2 shares each; one received 3 shares; one, 7 shares; and one, 11 shares, the proportionate interest of each individual being specified in the deed.

The hui was a highly organized one and held regular annual meetings and also frequent directors' meetings until its dissolution. There was a well-organized allotment system and the unallotted lands were used as pasture land by the members or leased by the board of directors until the Maalo decision so upset the authority of the hui's officers. The partition suit, which was completed in 1925, was extremely complicated but all recognized the benefits of partitioning the land so the entire proceeding was accomplished with extraordinary cooperation and speed and all were pleased with the partition so effectuated... [The series continues with history and discussion on settling various Hui interests, including Mailepai, Ulumalu, Kaupakulua, Kokomo, Pauwela, Kuau and Paia, and Wainiha.]

ARCHAEOLOGICAL SITE DESCRIPTIONS IN MAUI HIKINA

“Archaeology” is generally described as “*The study of human history and prehistory through the excavation of sites and the analysis of artifacts and other physical remains.*” This interpretation scratches the surface of what is actually a deeply personal and cultural lifeway that needs to be expanded to reflect the unique connection of indigenous people developed over centuries of intimate experiences with the natural environment. Most of the “archaeological” studies in Hawai‘i have been assessed through the lens of people who did not share the native relationship with the biocultural landscape. In the earliest reporting on traditional sites and practices, the non-native authors tended to identify the largest piles of stone and bones, giving them some level of “significance” or “curiosity,” while ignoring those countless resources that were evidence of native life ways and the relationship of the multitudes with the honua ola (living environment).

Heiau of Maui - Recorded by Thrum (1909 & 1938)

One of the earliest papers reporting on traditional sites (specifically heiau) in the Maui Hikina region was published in the Hawaiian Annual in 1909 (and revisited in additional notes in 1938). Thomas G. Thrum conducted a literature study and often visited heiau in the field on all of the main islands. In 1909, he named the following heiau of Maui Hikina for which he had found information:

- Kailua Makawao, one-half mile west of Makawao-Wailuku road; about 80x50 ft. in size; its ruins yet to be seen.
- Kula, Makawao, on grant 3085, M. Previer. No particulars obtained further than it is still standing.
- Leleiwi Koolau. A sacred shrine situate near the shore; visited by Kamehameha II, on his first royal progress.
- Pakanaloa Keanae. A war heiau dedicated to Kanehekili.
- Paliuli
- Kaluanui
- Makehau
- Kuikuaupuni No particulars learned of these Keanae temples. [Thrum 1909:39]

In 1938, Thrum republished the list of heiau named on Maui, and added other names, based on subsequent findings up to 1938, to the list. In annotating the list, Thrum observed that an asterisk (*) indicated that the temple was a place of human sacrifice, and a question mark (?) indicated that the name of the site was forgotten (Thrum 1938:121). The heiau added to the list included:

- ...Haleaha.....Makepipi [Makapipi], Nahiku, no particulars.

- Halekini.....Puumaile, Nahiku, no particulars.
- Hinalekahi*.....Hanehoi, a high-terraced heiau, in ruins.
- Huelo?.....Huelo, size and class unknown, now destroyed.
- Kahiwamua.....Kukui, Nahiku, no particulars. [probably Kuhiwa-mua]
- Kaluakelea.....Nahiku, no particulars.
- Kanekauolono...Keanae, small, all destroyed.
- Kukuiopuni*....Keanae, large, platform type, foundations only remain. [Kukuiaupuni in 1909 list]
- Kula?.....Kula, Makawao, no particulars further than that it is yet standing.
- Moomuku*.....Makawao, not found.
- Ololokaua.....Puumaile, Nahiku, no particulars.
- Paaokalepa*.....Huelo, of platform type, all gone.
- Poohoolewa*....Honopou, in ruins, no particulars.
- Puuokaupu*.....Honokala, now a house site... [Thrum 1938:128-132]

Subsequently, “The Archaeology of Maui” (Walker, Ms. 1931), and “Sites of Maui” (Elspeth Sterling, 1998), provided further background on sites around the island of Maui; and “Kalo Kanu o ka ‘Āina, A Cultural Landscape Study of Ke’anae and Wailuanui, Ko’olau District, Island of Maui,” prepared for the County of Maui Planning Department by Group 70 International, Inc., Davianna McGregor, Ph.D., and Cultural Surveys Hawaii, Inc. (1995). These manuscripts include some significant traditions, sites, customs, and beliefs associated with the people and land. The citations below provide readers with a general introduction to sites and practices described in the various publications, and identify those features that are described in historical narratives and oral history interviews cited in this manuscript.

Archaeology of Maui (Ms. 1931) and Sites of Maui (1998)

In 1929-1930, W.M. Walker, conducted a study of archaeological sites on the island of Maui for the Bishop Museum. As a result of his field work, informant interviews, and research, Walker prepared a manuscript titled “Archaeology of Maui,” reporting on a wide range of sites and traditions of places around the island (Walker, Ms. 1931). Though Walker’s work has yet to be formally published as a stand-alone document by the Bishop Museum, it has regularly been referenced from manuscript files in the Museum collection. In 1998, Bishop Museum published “Sites of Maui.” In the 1950s-1960s, E. Sterling compiled a collection of historical archival narratives and conducted field work and interviews on Maui to record a history for the island. Her work continued through 1970 and has been widely referenced since that time. In Sites of Maui, she also included citations from Walker’s 1931 manuscript, and the 1998 publication of “Sites of Maui” incorporates those site descriptions.

The following notes are paraphrased from Sterling (1998); the original publication should be referenced for full accounts:

Hamakuapoko District

- ...3. Sand Burials – in dunes below Spreckelsville.
- ...5. Kailua Heiau, Walker Site 58. Near Kailua Gulch.
- ...11. Winds and Rain. 'Ukiu – a soft drizzle (the familiar rain of Makawao)...
[Sterling 1998:96-99]

Hamakualoa District

...3. Rain. Rain of Hamakua, Ka ua pe'e puhala o Hamakua, "the rain that makes one run to the hala tree to hide."

...5. Springs of Kane – Kaneloa said to Kane, "We have circled Hawaii let us go to Maui." They sailed to and landed on Maui. They toured Maui until they reached Hamakua. They drank awa but because there was no water they caused the fresh water to flow and drank all of the awa. They continued on and the water which they had caused to flow was called the water of Kaneloa. This water flows unto this day.

6. Heiau Sites Destroyed on the northeast coast of Maui:

- Site 61. Kapuai o Menehune at Kuloli, Ulumalu
- Site 62. Pahoa at Opana; only a remnant of a small platform remains
- Site 63. Puuokaniau at Peahi
- Site 65. Kaapahu at Kakipi
- Site 75. Honomauulua at Hanawana
- Site 76. Halepaahau at Hanawana
- Site 79. Halekanalua at Papaea [Papaea]
- Site 80. Kalaehoa at Papaeaiki [Papaea iki]
- Site 81. Nakeikiikalalaomakaiwa at Makaiwa.

7. Kaohekanu, Place of Robbers – in Hamakualoa along the Kihapiilani Road.

...9. Kokomo, Haiku. Koa saw mill at Kailiili above Kokomo (originally Koa-Komo).

...11. Pakialele Heiau, Walker Site 59 – Location: In a field near Pauwela. A small platform said to have been 25 feet square and 4 feet high. Destroyed.

12. Heiau At Waikikena, Walker Site 60 – Location: Hanapopolo at Kuiaha. Said to have been a large three terraced platform walled on the sides. Destroyed.

13. Mokahio, Walker Site 64 – Location: On the top of a small knoll in a gulch a quarter of a mile from the sea at Peahi. An irregular structure terraced on several sides. The outline follows the contour of the hill in general. Measurements of walls and terrace facings: 130x 60x 35x 50x 20x 50x 55 feet. Construction of water-worn stones and pebbles, interior disturbed. Greatest distance front to back 85 feet. [page 102]

...15. Walker Site 66 – On the bluff just above Halehaku Bay at edge of pineapple fields. A good sized heiau partly destroyed to plant pineapples. The north side measures 128 feet and the east side 120 feet. At a point 68 feet from the northeast corner a wall runs back dividing the heiau into two divisions. The back measures 115 feet. The north and west sides have been terraced in two or three steps. The height of the front wall facing is 4 feet. No coral or pebbles seen.

16. Piilani, Walker Site 67 – On shore at Halehaku Bay about 50 yards from the sea. A massive structure of beach rocks terraced on the front to a height of 10 feet. It extends parallel to the shore for 150 feet. The greatest with grass and bushes. A terrace 2 feet high forms the back against the hill; no coral found. Numerous enclosures at the base of the hill indicate a good-sized village site, now mostly gone.

17. Kapuai o Kamehameha – "...the imprint of Kamehameha's foot remains on the face of one of the hills to this day."

18. Kipapa o Kihapiilani at Halehaku. Missionaries Richards, Andrews and Green toured Maui, and on August 22, 1828, having descended from the summit of Haleakala, they came down to a small village on the Halehaku seashore. On the next day, proceeding toward Hana, they came upon "a pavement said to have been built by Kihapiilani, a king... It extends more than 30 miles, and is a work of considerable magnitude. This pavement afforded us no inconsiderable assistance in traveling as we ascended and descended a great number of steep and difficult paries (palis)."

...20. Poohoolewa Heiau, Walker Site 68 – at Apiapi on the high bluff beyond Honopou Gulch to the east. A large walled heiau probably of sacrificial class. It is 300 feet long, 130 feet wide at the front. A large open court occupies the distance of 200 feet from the front of the heiau. The remaining 100 feet is divided into two 50-foot enclosures with walls 5 feet high and 6 thick. The western side has been broken down to permit planting of pineapples. Beach stones, pebbles, and basalt are used in its construction.

21. Puuokaupu Heiau, Walker Site 69 – at Honokala. Half a mile from the sea on a hill. Destroyed.

22. Mokupapaakua Heiau, Walker Site 70 – Near Gulch of Mokupapa. Destroyed.

23. Oanapele Heiau, Walker Site 71 – Waipio. At Puuoneone 200 feet north of the school and main road. A heiau measuring about 60 x 100 feet with a terrace facing 10 feet high. The heiau has been demolished to provide stone for the road.

24. Puuokalepa Heiau, Walker Site 72 – Huelo. 800 feet east of the Protestant church on top of a small knoll overlooking a steep gulch. Outlines only remain indicating size of 65x 100 feet. Front is faced to a height of 20 feet on hillside. Stokes reports it as sacrificial.

25. Kupaikaa Heiau, Walker Site 73 – Hanehoi. At Hinalekahi on the hillside just below the Kailua ditch and west of the Kailua Protestant church.

...28. Kauhiale Heiau, Walker Site 77 – at Moi in Puuomaile on the mauka side of the road opposite the store. A big mango tree is growing in the center. A walled enclosure showing two and three terraces on the sides. It is also of the L-shaped type measuring 200 feet long and 137 feet at the widest part. The northeast corner is triple terraced 10 feet high. An enclosure 38 x 22 occupies the northwest corner. Construction is of rough basalt. No coral or pebbles.

29. Pohakuokaia Heiau, Walker Site 74 - Kailua Gulch. At Hoalua below the church on a bluff near the end of the pineapple field. Small notched-shaped heiau with walls of basalt 3 feet high and 6 feet thick. Measures 60 x 30 x 20 x 12 x 28 x 50 feet. Beach stones used but no coral or pebbles seen.

30. Pohakuokane? Walker Site 78 – Kailua Gulch. In a dense thicket of hau on the ridge just east of Kailua gulch below the road. Small notched-shaped heiau enclosure built of stream worn basaltic rocks. The walls are 4 to 6 feet thick and 5 feet high at the corners. Measures 66 x 36 x 32 x 6 x 32 x 36... [Sterling 1998:100-107]

Koolau District

...3. Heiau Sites Destroyed Or Not Found

Site 82. Kukuiolono on point of Keanae peninsula

Site 83. Lalaola on point of Keanae peninsula

Site 84. Leleiwi at Koolau

Site 86. Paliuli

Site 87. Kanekauolono

Site 88. Kamokukupeu

Site 89. Puu o Kohola at Honomanu

Site 90. Kawalimukala at Pauwahu

Site 91. Kupau above the road in Keanae valley toward the ditch trail, 84 feet of terrace wall is all that remains

Site 92. Kualani on top of ridge on west side of Waiokane Falls.

...8. Honomanu Valley. I have heard from various sources that there are a lot of burials in the upper part of this Valley...I am told that quite a number of people do not like to be in the Valley after dark, and that the Ali'i are said to walk there at such times... [see also, interview with Kupuna Helen Nākānelua]

...11. Kukuialono Heiau – Keanae. I returned about 2p.m. and after lunch walked over peninsula. Was shown site of a heiau, Kukuialono at the point 150 feet from sea on land of same name.

Also by Mrs. Lono Kaholokahiki of another heiau Lalaola on E side of peninsula. Site seen. Also that Pa Kanalooa, a kahua, was on the upper slopes of Keanae, not far from sea. Not visited as time was too short.

...13. Ka-Imu-Ki – Keanae. In famine times ti roots were gathered from the forest in large quantities and steamed in great ovens, then grated mashed, mixed with water, and drunk...At Keanae, Maui there was...a great imu ki, a pit in the lava (now filled) on the west side of the peninsula, near where the road passes on the old boat landing.

14. Fish Pond – Keanae. Bishop Museum Site A4-9. Pu'u Olu Pond appears to be almost an arm of the sea, cut off by a large gravel and sand bar. It lies at the mouth of a small, steep valley south of Pauwalu Point and is about 10 feet in diameter. No flow of water was observed, and the depth does not appear to be great. Most of the surface is covered with pond scum. Some portions of a fairly massive stone wall can still be seen bordering the north side of the pond.

...17. Kamilo Heiau, Walker Site 93 – Wailuanui. At Kawalooa on the north side of the stream in a dense grove of hau and puhala. A small enclosure 22x25 feet built of rough basalt and some pebbles. Walls 3 feet high and 3 feet thick.

18. Heiau of Ohia, Walker Site 94 – Wailuanui. At Ohia in the valley three quarters of a mile from the sea. Stones removed to build pig pen, and outlines thus lost. Probably an agricultural heiau built by a chief Kaimuki. (Information obtained by Stokes in 1916.)

19. Kaluanui Heiau, Walker Site 95 – Wailuanui. At Kaluanui on the east side of taro patches a third of a mile from the sea. Combination of enclosure with higher terrace on one side. The enclosure measures 15 x 29 feet and the terrace at the south end is 11 feet wide. The west side is 6 feet wide and 4 feet high. Stokes in 1916 saw an oval pit in the terrace pavement near the southern end, 6.5 feet long, 4 feet wide, and about 2 feet deep. This can not now be seen.

20. Kukuiaupuni Heiau, Walker Site 96 – Wailuanui. At Pauwalu on the top of the slope 300 feet south of the road and 500 feet southwest of the school. A terraced platform facing NW by N and with a height of 12 feet at this point. Length 50 feet, width 42 feet. The other platform is about 200 feet away and measures 47 x 51 x 5 feet.

21. Makehau Heiau, Walker Site 97 – Wailuanui. At Makehau on a level piece of land 1/4 of a mile from the Wailua road and 150 feet in from the Makehau road. Said to have been a heiau of two platforms of which only the upper preserves much of its original outline. It measures 72 x 43 feet and is 5 feet high. The eight coconuts growing on it were said to have

been planted by Kaniho, the last kahu of the heiau. Water-worn stones and pebbles on the platform. (Information obtained by Stokes in 1916.)

...29. Kaluakelea Heiau, Walker Site 98 – At Honoluluuni on the ridge just west of Makapipi gulch. A heiau partly destroyed by the rubber plantation. It measures about 50x45 feet. At the northwest corner are three low terraces reaching a total height of 6 feet. No coral or pebbles seen.

30. Pohoula Heiau, Walker Site 99 – Makapipi. Near the village of Nahiku on the east side of Makapipi gulch. A heiau of the open platform type facing the sea. It measures 72 x 72 x 65 x 64 feet and extends into the hill on the west and south sides. The height at the northeast corner is 8 feet and a wall runs along the east side 3 feet high and 4 feet thick. The platform is built of stream worn stone and pebbles, but no coral. Two terraces form the top, the higher one being 36 x 25 feet and only a foot above the general level.

31. Haleaka Heiau, Walker Site 100 – Makapipi. On the east bank of Makapipi stream about 300 yards from the school. A platform on a high hill, whose irregular outline is shown in the plan. It is built up 4 feet on the front and 6 feet at the back, where it forms a wall. It is of rough construction with stream-worn stones inside, but cattle and pigs have destroyed any interior structures. At the northwest corner the slope is double terraced.

...33. Heiau At Lanikele, Walker Site 101 – Ulaino. On the top of the bluff just west of Lanikele gulch at the shore. A walled structure 116 x 90 feet with a commanding location of a stretch of shore from Huelo [Hianaulua?] Point on the west to Honokalani on the east. The edge of the pali is only 30 feet away where it drops sheer 150 feet to the shore. The walls are 6 and 8 feet high and have a thickness of 12 feet on the east and south sides. The east wall is the only one which is double terraced. A well marked gate exists on the south side. It is 8 feet wide, 4 feet high, and 12 feet long. A low 2-foot wall closes it at the end. There are no interior structures of any kind unless the pile of rocks in the northwest corner can be interpreted as a platform. The outer terrace is paved with pebbles but there is nothing but scattered rocks inside.

From the strategic location of this heiau and its position commanding the old canoe landing and trail up Lanikele Gulch it looks as though this heiau was also intended as a fort. But no corroboration of this could be obtained... [Sterling 1998:108-117]

Kalo Kanu o ka 'Āina (1995)

One of the early detailed cultural-ethnographic studies for lands of the Ke'anae-Wailuanui vicinity—including archival historical literature research, oral history interviews and mapping, and archaeological field work—was prepared on behalf of the Maui County Planning Department by Group 70 International, Inc., Davianna McGregor, Ph.D., and Cultural Surveys Hawaii, Inc. (1995). The study is an important collection that describes sites of the natural landscape in their cultural context, demonstrating the ongoing attachment of native Hawaiian residents to the lands and customs and practices of their ancestors. The study includes lore and history from the pre- and post-contact period, and tracks changes in the make-up and residential settlements of the community from ca. the 1840s to 1995. Native Hawaiian elders

and residents of the Ke'anae-Wailuanui vicinity contributed personal knowledge to the 1995 study³⁸.

Of particular interest to the present study are discussions of the importance of 'āina (land), kalo (taro), and wai (water) in the past and the continuing practices of the native Hawaiian residents of Maui Hikina. The 1995 study also describes the cultural resources in the context of the National Historic Preservation Act, and criteria of National Register Bulletin 38 and State Historic Preservation Division—identifying sites that may qualify as traditional cultural properties.

³⁸ Several of the kūpuna interviewed in 1995, were also interviewed in 2001-2002 by Maly & Maly (excerpts cited as a part of this manuscript).

“KALO KANU O KA ‘ĀINA.” – TARO PLANTED ON THE LAND. NATIVES OF THE LAND FROM GENERATION BACK A COLLECTION OF KAMA‘ĀINA KNOWLEDGE RECORDED IN ORAL HISTORY INTERVIEWS

The voices of kūpuna (Hawaiian elders) elder kama‘āina are among the most precious and fragile resources handed down to us from the past. Oral history interviews provide present and future readers with a unique opportunity to share in memories of the history and biocultural landscape of the Hawaiian Islands. While the historical and archival records, as those cited in this manuscript help us understand how we came to be where we are today, the voices of the elders and kama‘āina (lit. children of the land – natives) give life to the stories, and demonstrate how history and practices are handed down, and, in some cases, how they become fragmented with the passing of time as a result in economic driven changes on the landscape.

Below, readers will find a synthesis of recollections and recommendations recorded as a part of the oral history interviews we conducted between 2001 to 2002 with kūpuna–kama‘āina of Maui Hikina. Most of the interviewees were descendants of traditional families of Maui Hikina. As a result, the interviews share facets of the intimate relationship of kánaka with the environment, identify family names and traditions of place recorded by those who came before us. While we have done our best to document these family histories, it was of course impossible to record everything that could be said about the land and traditions of the families of Maui Hikina.³⁹

It is with sadness that we share that almost all of the interviewees from 2001 have passed away. But in the interview transcripts like those below, we can still hear the voices of kūpuna, and learn from their personal mo‘olelo (history). To the interviewees and their ‘ohana we humbly say — Mahalo nui nō, a ke aloha o ke Akua pū me ‘oukou a pau!

Hannah Akau-Bowman; Janet Akau; Mina Atai; Stephen Cabral; Mary Evanson;
Florence (Smythe) Harold; Garret Hew; Jackie and Albert Honoka‘upu; James K. Hū‘eu Jr.;
Beatrice Kekahuna and Wanda Vierra; Helen Nākānelua; Joseph Range;
Joe Rosa and Nalani Magliato; Marjorie Wallett and Lyn Scott;
Helen, Robert and Harvey Wilhelm; and Pūhaku Miki Lee and Leimamo Wahihākō Lee.

Review and Release of Interview Records

All of the formal recorded interviews were transcribed and the draft transcripts returned (with the recordings) to the interviewees. Follow up discussions were also conducted in review of the draft-transcripts, and the review process sometimes resulted in the recording of additional narratives with the interviewees, and modifications to the interview transcripts. Following completion of the interview process, all of the participants in the tape recorded interviews gave Maly their verbal permission to include the interviews in this study, and for future reference in sharing the traditions of place with future generations. They also received their audio file recording(s), and copies of the full study done at the time.⁴⁰

³⁹ Appendix ~~XX-B~~ of this manuscript includes detailed narratives from the oral history interviews.

⁴⁰ Maly & Maly, “Wai o ke Ola...” Vol. I Documentary Research (Jan. 17, 2002, KPA MaHikina59 Vol I); “Wai o ke Ola...” Vol. II Oral History Interviews (Dec. 1, 2001, KPA MaHikina59 Vol IIc).

We ask readers to respect the interviewees and their families. If specific points of information from the interviews are quoted, it is the responsibility of the individual/organization citing the material to do so in the context as originally spoken by the interviewees. The larger interviews should not be cited without direct permission from the interviewees or their descendants, and proper source of publication documentation should be given.

Water Matters – An Overview of Interviewee Comments and Recommendations

The notes below, paraphrase some of the comments and recommendations offered by the interview participants. Additional details of specific topics discussed will be found at the beginning of each interview. In summary, all interview participants feel strongly about the waters of Maui Hikina. Comments, concerns, observations and recommendations shared by the interviewees included, but were not limited to the following topics:

- There is a great traditional-cultural significance of water in Hawaiian beliefs and cultural practices.
- The health of the land—including forests, streams, and marine fisheries—is integral to the health of the people, and the right of continuing traditional and customary practices.
- For the people of a ko'olau (windward) facing landscape, the flow of water from mountain to sea is integral to the health of the land. A healthy land makes for healthy people, and healthy people have the ability to sustain themselves.
- It was observed that water flowing from mountain to shore was not “wasted” water, but is instead, the sign of a healthy system.
- The weather and the plant makeup of forests have changed (even in the last 15 years, ref. ca. 1990).
- The Alexander & Baldwin (Spreckels)/East Maui Irrigation Company ditch and tunnel systems have worked in the past (dating from the first Water License issued by King David Kalākaua in 1876). While similar amounts of water may still be harvested from the Maui Hikina Watershed, the watershed output is perceived as having diminished (in the lifetimes of most people interviewed). The demands from a growing population, including households and agricultural interests (both traditional and commercial) has increased as well.
- The increased demand for water is a particular concern to the interviewees. For example, it was observed that 40 or more years ago there were primarily only native families living below the intakes. Those families had the right of access to the remaining water in the kahawai (a flow that was significantly diminished from the pre-ditch era).
- Today, there are many new residents living at various elevations near the kahawai, most of whom have tapped into (by permit or without), the remaining water resource. This means that the few Native Hawaiian families—most of whom reside on Kuleana and Royal Patent Grant lands (with rights of residency often pre-dating 1850s)—who for generations have relied upon the water flow for their lo'i kalo and domestic water needs, have a significantly decreased, and is at times, non-existent.
- The elder interviewees all observed that water used to flow mauka-makai in all of the streams (in the primary Maui Hikina study area) 50 and more years ago. This is not the case today.

- Some interviewees expressed the feeling that while there may have been occasional problems with access to water 50 or more years ago, the relationship between EMI Co., and the community was generally good.
- Before, families worked together to keep the stream ways clean, and the water flowing to the 'auwai and lo'i kalo (and ultimately to the shore). For a variety of reasons, this has changed as well.
- Maintenance of the ditch-tunnel system is important. At the time of the interviews below, EMI Co. had the knowledge and man-power to care for the system. Also, at the time of the interviews, it was believed that the necessary expertise applied by EMI exceeded that of Maui County, or any others who have yet come forward.)
- New methods of water transfer need to be developed in order to maximize the retention of water that is drawn off and transported to outlying regions.
- The present system of "throwing" water out of the ditch-tunnel system during periods of heavy rainfall (wherein most times there is very limited flow), causes amplified erosion of the stream beds. The "throwing" out of large amounts of water in short periods, also causes damage to, and at times destroys features—such as 'auwai (irrigation channels), lo'i kalo and kuāuna (taro pond fields and banks), and kūmano (in-stream water catchments or small dams)—that have been made to manage the native subsistence agricultural system. The continual ripping down of what has been built up, gives people the sense of "kill fight!" Frustration over the "waste of time."
- Diminished flow of water has led to the "warming" of the remaining waters which trickle over rocks heated by the sun. Warm water kills the native stream fish (such as 'o'opu, 'ōpae, wī and pūpū), and causes kalo to rot in the field. An adequate level of water flow needs to be restored to the kahawai, to enable restoration of both cultural and natural systems.
- It is recognized that the water needs of Maui are important, but it is believed by interviewees, that the lands and families of Maui Hikina should not have to pay the environmental and cultural price for that need.

It is appropriate to observe here that the manana'o (opinions, thoughts, and recommendations) from nearly 25 years ago still ring true in the minds of the descendants of the land

‘Ōlelo No‘eau a nā Kūpuna:

**He ma‘i ka honua, he ‘aha ka lā‘au? He ua!
No ka mea – Uwē ka lani ho‘ōla ka honua!**

*(The land is ill, what is its medicine? Rain!
For when the heavens cry, the land is healed!)*

(Kupuna Apelahama Kaho'okaumaha Moses, 1977 and Kupuna Joseph C. Rosa, Jr. 2001)

2025: MAUI HIKINA MEETING NOTES AND COMMUNITY-AGENCY RECOMMENDATIONS

XX Figure 48, at the end of this manuscript is the 2004 Base Map of the East Maui Ditch System, Nāhiku to Māliiko by R. M. Fukumoto Engineering, with an overlay of historic maps identifying additional features and property rights as surveyed between 1877 to 1909 (prepared by Richard Mather, July 16, 2025).

REFERENCES CITED

- Alexander, W.D.**
1891 A Brief History of Land Titles in the Hawaiian Kingdom. Hawaiian Almanac and Annual for 1891. Honolulu. T.G. Thrum.
- Ampersand (Marguerite Rho, editor)**
1974 "The Water Saga of Central Maui." Ampersand, Volume VIII, Number 3. Alexander & Baldwin, Inc. Honolulu.
- Baldwin, A.D.**
1911 A Memoir of Henry Perrine Baldwin 1842 to 1911. Cleveland: Privately Printed.
- Beaglehole, J.C.**
1967 The Journals of Captain James Cook. Vol. III, Parts 1 & 2. Cambridge: Hakluyt Society.
- Beckwith, M.**
1970 Hawaiian Mythology. Honolulu: University of Hawaii Press.
- Board of Commissioners**
1929 Indices of Awards Made by the Board of Commissioners to Quiet Land Titles in the Hawaiian Islands. Honolulu. Star Bulletin Publishing.
- Bowser, G. (compiler)**
1880 The Hawaiian Kingdom Statistical and Commercial Directory and Tourists Guide. Honolulu: Bowser and Co.
- Buke Mahele**
1848 Buke Kakau Paa no ka mahele aina i hooholoia iwaena o Kamehameha 3 a me Na Lii a me Na Konohiki ana Hale Alii Honolulu. Ianuari 1848. (Ke Kope 1864).
- CFR (Code of Federal Regulations)**
36 CFR Part 60: National Register of Historic Places. Washington, D.C.: Dept. Interior, National Park Service. Historic Sites Section, Division of State Parks Department of Land and Natural Resources.
- Clarke, F.L.**
1878 The Hamakua-Haiku Irrigation Ditch. Thrum's Hawaiian Annual for the year 1878:39-41.
- Collins, A.W.**
1918 Water Supply and Crop Development Since 1894 on Maui Agricultural Co. Lands, Island of Maui Showing Detailed Costs of Kauhikoa Ditch. The Hawaiian Gazette Co., Ltd. Honolulu.
- Cordy, R.**
1978 Archaeological Reconnaissance Survey of Portions of Waihe'e Valley, Maui and Lumaha'i Valley, Kaua'i. IN Kelly, M., C. Hee, and R. Cordy, Cultural Reconnaissance of Hydroelectric Power Plant Sites, Waihe'e Valley, Maui, Lumaha'i Valley, Kaua'i:44-95. Manuscript 090178. Department of Anthropology, B.P. Bishop Museum, Honolulu. Prepared for U.S. Army Engineer District, Pacific, Honolulu.
- 2000 Exalted Sits The Chief. The Ancient History of Hawai'i Island. Mutual Publishing. Honolulu.

- Coulter, J.W.**
 1931 Population and Utilization of Land and Sea in Hawaii, 1853. Bishop Museum Bulletin 88. B.P. Bishop Museum, Honolulu.
 1935 A Gazetteer of the Territory of Hawaii. Honolulu.
- Emerson, N. B.**
 1909 "Unwritten Literature of Hawaii, The Sacred Song of the Hula." Smithsonian Institution, Bureau of American Ethnology, Bulletin 38.
- Fornander, A.**
 1916-1919 Fornander Collection of Hawaiian Antiquities and Folklore. (9 vols.) Honolulu: Bishop Museum Press.
 1969 An Account of the Polynesian Race: Its Origin and Migrations. Tokyo: Charles E. Tuttle Co., Inc.
- Handy, E.S.C., E.G. Handy, and M.K. Pukui**
 1972 Native Planters in Old Hawaii: Their Life, Lore and Environment. B.P. Bishop Museum Bulletin 223. Bishop Museum Press, Honolulu. (with M.K. Pukui)
- Hawaiian Mission Children's Society Library**
 various Communications cited in text.
- Henke, L.A.**
 1929 A Survey of Livestock in Hawaii. Research Publication #5. University of Hawaii.
- Hutchins, W.A.**
 1946 The Hawaiian System of Water Rights. Honolulu: Board of Water Supply, City and County of Honolulu.
- I'i, J.P.**
 1959 Fragment of Hawaiian History. Bishop Museum Special Publication 70. Bishop Museum Press, Honolulu.
- Index of All Grants and Patents Land Sales**
 1887 Index of All Grants Issued by the Hawaiian government Previous to March 31, 1886. P.C. Advertiser Steam Print. Honolulu.
- Indices of Awards**
 1929 Indices of Awards Made by the Board of Commissioners to Quiet Land Titles in the Hawaiian Islands. (Copy in Hawaii State Archives)
- Kawaharada, D. (editor)**
 1992 Hawaiian Fishing Traditions. Moke Manu & Others. Kalamakū Press. Honolulu.
- Kalakaua, King David**
 1990 The Legends and Myths of Hawaii. The Fables and Folk-Lore of a Strange People. Rutland, Vermont and Tokyo: Charles E. Tuttle Co., Inc. (Original Publication, 1888).
- Kamakau, S.M.**
 1961 Ruling Chiefs of Hawaii. Honolulu: The Kamehameha Schools Press.
 1964 Ka Po'e Kahiko: The People of Old. B.P. Bishop Museum Special Bulletin 51. Bishop Museum Press, Honolulu.

- 1976 The Works of the People of Old, Na hana a ka Po'e Kahiko. B.P. Bishop Museum Special Publication 61. Bishop Museum Press, Honolulu.
- 1991 Tales and Traditions of the People of Old. Honolulu: Bishop Museum Press.
- Kame'eleihiwa, L.**
1992 Native Land, Foreign Desires. Honolulu: Bishop Museum Press.
- Kent, J.**
1995 Cultural Attachment: Assessment of Impacts to Living Culture. Prepared for Woodward-Clyde Consultants; APCo 756 kv Transmission Line EIS. James Kent Associates. Aspen Colorado. (Appendix M; September 1995).
- King, R.D.**
1942 Hawaiian Land titles... (Arr. By R.D. King from Real Property Appraisers Manual, Jan. 1, 1942) Honolulu.
- Kingdom of Hawaii**
1850 Kanawai Hoopai Karaima no ko Hawaii Pae Aina. (Penal Code)
- Kuykendall, R.S., and A.G. Day**
1948 Hawaii: A History; From Polynesian Kingdom to American Statehood. Englewood Cliffs: Prentice-Hall, Inc.
- Luter, G.W.**
1961 Report on Homesteading in Hawaii 1839 – 1961. Department of Land and Natural Resources. Honolulu, Hawaii.
- Lyons, C.J.**
1875 Land Matters in Hawaii. Islander, Honolulu.
- Malo, D.**
1951 Hawaiian Antiquities. B.P. Bishop Museum Special Publication 2. B.P. Bishop Museum Press, Honolulu. (2nd edition) (translated by Emerson, N.)
- Martin, W.F., and C.H. Pierce**
1913 Department of the Interior United States Geological Survey, George Otis Smith, Director; Water-Supply Paper 318 – Water Resources of Hawaii, 1909-1911. Prepared under the Direction of M.O. Leighton.
- Maxwell, W.**
1900 The Hawaiian Island Ranches. In The Hawaiian Almanac and Annual for the Year 1900:75-79.
- McGregor, D., Ph.D., Cultural Surveys Hawaii, Inc., and Group 70 International, Inc.**
1995 Kalo Kanu o ka 'Āina. A cultural Landscape Study of Ke'ānae and Wailuanui, Island of Maui. Prepared for the County of Maui Planning Department.
- Moffat, R.M., and G.L. Fitzpatrick**
1995 Palapala'āina Surveying the Mahele. Published by Editions Limited. Honolulu.
- Nakuina, E.**
1894 "Ancient Hawaiian Water Rights." In Thrum's Hawaiian Annual, pp. 79-84. Honolulu.

Parker, P.L., and T.F. King

1990 Guidelines for Evaluating and Documenting Traditional Cultural Properties. *National Register Bulletin* 38. U.S. Department of the Interior, National Park Service, Washington D.C.

Perry, A.

1913 "Hawaiian Water Rights." In Thrum's Hawaiian Annual, pp. 90-99. Honolulu.

Pukui, M.K.

1983 'Ōlelo No'ēau, Hawaiian Proverbs & Poetical Sayings. B.P. Bishop Museum Special Publication 71. Bishop Museum Press, Honolulu.

Pukui, M.K., and S. Elbert

1981 Hawaiian Dictionary. Honolulu: University of Hawaii Press.

Pukui, M.K., and A.L. Korn

1973 The Echo of Our Song. Chants and Poems of the Hawaiians. Honolulu: University Press of Hawaii.

State of Hawai'i

Ms. Files cited in text from the collections of the:
Hawai'i State Archives
Department of Land and Natural Resources — Bureau of Conveyances
Department of Land and Natural Resources — Land Management Division
Department of Land and Natural Resources — State Survey Division

Sterling, E.

1998 Sites of Maui. Bishop Museum Press. Honolulu.

Tatar, E.

1982 Nineteenth Century Hawaiian Chant. Pacific Anthropological Records No. 33. Department of Anthropology, B.P. Bishop Museum, Honolulu.

Thrum, T.G.

1903 The Agricultural Development of Hawaii (...described in the last Census Enumeration, June 1, 1900). Hawaiian Almanac and Annual 1903:45-61. Honolulu.

1909 Heiaus and Heiau Sites Throughout the Hawaiian Islands. Island of Hawaii. Hawaiian Almanac and Annual 1909:38-43. Honolulu.

1938 Complete List of Heiaus (Temples) and Sites. Hawaiian Almanac and Annual 1939:121-142. Honolulu

Walker, W.M.

Ms. 1931 Archaeology of Maui. Manuscript. Department of Anthropology, B.P. Bishop Museum, Honolulu.

Wilkes, C.

1970 Narrative of the United States Exploring Expedition During the Years 1838-1842, Under the Command of C. Wilkes, U.S.N. Vol. 4. Philadelphia: Lothrop, Lothrop, Blanchard, & Co. (first published in 1845)