

# PRELIMINARY REPORT

*Legal Status of Land Titles throughout the Realm*

THE ROYAL COMMISSION OF INQUIRY:

Investigating War Crimes  
*and*  
Human Rights Violations  
Committed  
*in the*  
Hawaiian Kingdom

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HAWAIIAN KINGDOM



PRELIMINARY REPORT:  
*Legal Status of Land Titles throughout the Realm*

This preliminary report of the Royal Commission of Inquiry (“Royal Commission”) addresses the legal status of land titles throughout the realm in the aftermath of the unlawful overthrow of the government of the Hawaiian Kingdom on 17 January 1893 by the United States of America.<sup>1</sup>

Private ownership of real property began as early as 1843 when the Board of Commissioners to Quiet Land Titles (“Land Commission”) confirmed that J.P. Parker acquired a piece of property from the King and Premier to J.P. Parker on 1 January 1843.<sup>2</sup> In its award no. 511, the Land Commission stated:

These lands were conveyed to the Claimant on the 1st of January 1843 by Kamehameha III and the late Premier Kekauluohi, to have and to hold, to him and his Hawaiian born heirs forever; upon the condition, that he should never transfer said lot to any alien or non-resident of the Hawaiian Islands. This is equivalent to a fee-simple title; and we do hereby award to J.P. Parker and his Hawaiian born heirs said lands...

*C. No. 511. J. P. Parker.*

*This is a claim for two ilia of land in the district of Kohala on the Island of Hawaii, known by the names of "Makanihaka" & "Ahuanihiki".*

*These lands were conveyed to the Claimant on the 1<sup>st</sup> of January 1843 by Kamehameha III and the late Premier Kekauluohi, to have and to hold, to him and his Hawaiian born heirs for ever; upon the condition, that he should never transfer said lot to any alien or non-resident of the Hawaiian Islands.*

*This is equivalent to a fee-simple title; and we do hereby award to J. P. Parker, and his Hawaiian born heirs said lands, according to the mates and bounds of the annexed Survey, to have and to hold for ever; subject only to the condition expressed in the deed from the King and late Premier - viz - that said land shall never be transferred to any alien, or non-resident of the Hawaiian Islands.*

<sup>1</sup> The territory of the Hawaiian Kingdom comprises 23 islands and atolls with a total of 4,594,314 acres. See David Keanu Sai, “Hawaiian Constitutional Governance,” in David Keanu Sai (ed.), *The Royal Commission of Inquiry: Investigating War Crimes and Human Rights Violations Committed in the Hawaiian Kingdom* 87-90 (2020)

<sup>2</sup> Land Commission Award no. 511 to J.P. Parker, *Indices of Awards made by the Board of Commissioners to Quiet Land Titles in the Hawaiian Islands* 899 (1929).

The Hawaiian Legislature established the Land Commission on 10 December 1845. Its mandate was “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.”<sup>3</sup> Claims to fee-simple, life estates and leases were confirmed by Land Commission Awards, and claims rejected by the Land Commission did not receive awards. These Awards were recognized by the Hawaiian Government as evidence of private ownership in lands.

In 1846, the Hawaiian Kingdom took the necessary steps as a government to regulate private ownership by establishing the Registry of Conveyances within the department of the Interior.<sup>4</sup> By 1893, the Registry of Conveyances came to be known as the Bureau of Conveyances headed by a Registrar. According to the Hawaiian Civil Code:

§1255. To entitle any conveyance, or other instrument to be recorded, it shall be acknowledged by the party or parties executing the same, before the Registrar of Conveyances, or his agent, or some judge of a court of record, or a notary public of this Kingdom, or before some minister, commissioner or consul of the Hawaiian Islands, or some notary public or judge of a court of record in any foreign country. [...]

§1262. All deeds, leases for a term of more than one year, or other conveyances of real estate within this Kingdom, shall be recorded in the office of the Registrar of Conveyances, and every such conveyance not so recorded shall be void as against any subsequent purchaser, in good faith and for a valuable consideration not having actual notice of such conveyances, of the same real estate, or any portion thereof, whose conveyance shall be first duly recorded.

Ownership of real estate included public lands, which were under the control and management of the Minister of the Interior, and private lands. The Minister of the Interior was authorized to convey portions of the public domain by Royal Patents. According to *An Act Relating to the Lands of His Majesty the King and of the Government* (1848), the Legislature declared certain “lands to be set apart as the lands of the Hawaiian Government, subject always to the rights of tenants,” and “appoint[ed] the Minister of the Interior and his successors in office to direct, superintend, and dispose of said lands, ... Provided, however, that the Minister of the Interior and his successors in office shall have the power, upon approval of the King in Privy Council, to dispose of the government lands to Hawaiian subjects, upon such other terms and conditions as to him and the King in Privy Council, may seem best for the promotion of agriculture, and the best interests of the Hawaiian Kingdom.”<sup>5</sup>

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<sup>3</sup> Statute Laws of His Majesty Kamehameha III, vol. 1, Article IV—*Of the Board of Commissioners to Quiet Land Titles*, sec. 1 (1846).

<sup>4</sup> *Id.*, 246.

<sup>5</sup> *An Act Relating to the Lands of His Majesty the King and of the Government* (1848).

Crown and Government Lands

AN ACT RELATING TO THE LANDS OF HIS MAJESTY THE KING  
AND OF THE GOVERNMENT.

*Whereas*, It hath pleased His Most Gracious Majesty Kamehameha III., the King, after reserving certain lands to himself as his own private property, to surrender and forever make over unto his Chiefs and People, the greater portion of his Royal Domain :

*And whereas*, it hath pleased our Sovereign Lord the King, to place the lands so made over to his Chiefs and People, in the keeping of the House of Nobles and Representatives, or such person or persons as they may from time to time appoint, to be disposed of in such manner as the House of Nobles and Representatives may direct, and as may best promote the prosperity of this kingdom and the dignity of the Hawaiian Crown : Therefore,

*Be it enacted by the House of Nobles and Representatives of the Hawaiian Islands, in Legislative Council assembled :—*

That, expressing our deepest thanks to His Majesty for this noble and truly royal gift, we do hereby solemnly confirm this great act of our good King, and declare the following named lands, viz :

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Puuwaawaa,	. Ahupuaa,	. Kona,	Hawaii.
Haleohiu, .	. Ahupuaa,	. Kona,	"
Puaa, . . .	. Ahupuaa,	. Kona,	"
Onouli, . .	. Ahupuaa,	. Kona,	"
Honomalino,	. Ahupuaa,	. Kona,	"
Waiohinu, .	. Ahupuaa,	. Kau,	"
Kapapala, .	. Ahupuaa,	. Kau,	"
Olaa, . . .	. Ahupuaa,	. Kau,	"
Apua, . . .	. Ahupuaa,	. Kau,	"
Waiakolea, .	. Ili no Kalapana,	Puna,	"
Kaimu, . . .	. Ahupuaa,	. Puna,	"
Waiakea, . .	. Ahupuaa,	. Hilo,	"
Ponahawai, .	. Ahupuaa,	. Hilo,	"

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Piihonua, . . .	Ahupuaa,	Hilo,	Hawaii.
Humuula, . . .	Ahupuaa,	Hilo,	"
Kalopa, . . .	Ahupuaa,	Hamakua,	"
Honokaia, . . .	Ahupuaa,	Hamakua,	"
Waipio, . . .	Ahupuaa,	Hamakua,	"
Lalakea, . . .	Ili no Waipio,	Hamakua,	"
Kaohia, . . .	Ili no Waipio,	Hamakua,	"
Pohakumauluulu,	Ili no Waipio,	Hamakua,	"
Muliwai, . . .	Ili no Waipio,	Hamakua,	"
Waimanu, . . .	Ahupuaa,	Hamakua,	"
Pololu, . . .	Ahupuaa,	Kohala,	"
Aamakao, . . .	Ahupuaa,	Kohala,	"
Iole, . . .	Ahupuaa,	Kohala,	"
Kaauhuhu, . . .	Ahupuaa,	Kohala,	"
Kawaihae, . . .	Ahupuaa,	Kohala,	"
Waimea, . . .	Ahupuaa,	Kohala,	"
Puukapu, . . .	i Waimea,	Kohala,	"
Mala, . . .	Ahupuaa,	Lahaina,	Maui.
Alamihī, . . .	Ahupuaa,	Lahaina,	Maui.
Kuholilea Hikina,	Ahupuaa,	Lahaina,	Maui.
Kuhua 1, . . .	Ahupuaa,	Lahaina,	Maui.
Kuhua 2, . . .	Ahupuaa,	Lahaina,	Maui.
Lapakea, . . .	Ahupuaa,	Lahaina,	Maui.
Ilikahi, . . .	Ahupuaa,	Lahaina,	Maui.
Opauala, . . .	Ahupuaa,	Lahaina,	Maui.
Polapola, . . .	Ahupuaa,	Lahaina,	Maui.
Waianae, . . .	Ahupuaa,	Lahaina,	Maui.
Wainee 1, . . .	Ahupuaa,	Lahaina,	Maui.
Wainee 2, . . .	Ahupuaa,	Lahaina,	Maui.
Puehuehu 1,	Ahupuaa,	Lahaina,	Maui.
Puehuehu 2,	Ahupuaa,	Lahaina,	Maui.
Kauaula, . . .	Ahupuaa,	Lahaina,	Maui.
Olowalu, . . .	Ahupuaa,	Olowalu,	Maui.
Ukumehame,	Ahupuaa,	Ukumehame,	Maui.
Aweoweo, . . .	Ili i Ukumehame,	Ukumehame,	Maui.
Keokea, . . .	Ahupuaa,	Kula,	Maui.
Kealahou 1,	Ahupuaa,	Kula,	Maui.
Kealahou 2,	Ahupuaa,	Kula,	Maui.
Waiohonu, . . .	Ahupuaa,	Hana,	Maui.
Wailua, . . .	Ahupuaa,	Hana,	Maui.
Wailua 1, . . .	Ahupuaa,	Koolau,	Maui.
Wailua 2, . . .	Ahupuaa,	Koolau,	Maui.
Keanae, . . .	Ahupuaa,	Koolau,	Maui.
Honomanu, . . .	Ahupuaa,	Koolau,	Maui.
Wailuku, koe na	Ili i na Konohiki,	Napoko,	Maui.
Polipoli, . . .	Ahupuaa,	Napoko,	Maui.
Kahakuloa, . . .	Ahupuaa,	Kahakuloa,	Maui.
Waiokila, . . .	Ili i Kahakuloa,	Kahakuloa,	Maui.
Napili, . . .	Ahupuaa,	Kaanapali,	Maui.

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Polua, . . .	Ahupuaa, . . .	Kaanapali, . . .	Maui.
Honokowai, . . .	Ahupuaa, . . .	Kaanapali, . . .	Maui.
Ahoa, . . .	Ahupuaa, . . .	Kaanapali, . . .	Maui.
Ualapue, . . .	Ahupuaa, . . .	Kona, . . .	Molokai.
Kalamaula, . . .	Ahupuaa, . . .	Kona, . . .	Molokai.
Palaau, . . .	Ahupuaa, . . .	Kona, . . .	Molokai.
Kahauiki, . . .	Ahupuaa, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Kamookahi, . . .	Ili i Kapalama, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Kaukahoku, . . .	Ili i Kapalama, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Nauwala, . . .	Ili i Kapalama, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Paepaealii, . . .	Ili i Kapalama, . . .	Kona, . . .	Oahu.
Kumupali, . . .	Ili i Kapalama, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Kawaiiiki, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
Kawaiiiki, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
Hauhaukoi, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
Kahookane, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
Luakaha, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Kawananakoa, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
Kukanaka, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
Kapaloa, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
Kahehuna, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
Auwaiolimu, . . .	Ili i Honolulu, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Pawaa, . . .	Loi Ili o Waikiki, . . .	Kona, . . .	Oahu.
Pukele, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Kahaumakaawe 1, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Kahaumakaawe 2, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Halelena, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Mookahi 1, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Kaloiiki, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Mookahi 2, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Puahia, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Piliamoo, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Kaalawai, . . .	Loi Ili o Waikiki, . . .	Kona, . . .	Oahu.
Kaluaolohe, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Hamama, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Poloke, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Kahalauluahine, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Waiomao, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Kaneloa, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
$\frac{1}{2}$ Wailupe, . . .	Ili o Waikiki, . . .	Kona, . . .	Oahu.
Waimanalo, . . .	Ahupuaa, . . .	Koolau Poko, . . .	Oahu.
Kawailoa, . . .	Ili i Kailua, . . .	Koolau Poko, . . .	Oahu.
Kaluapuhi, . . .	Ili i Kaneohe, . . .	Koolau Poko, . . .	Oahu.
Halekou, . . .	Ili i Kaneohe, . . .	Koolau Poko, . . .	Oahu.
Kuou, . . .	Ili i Kaneohe, . . .	Koolau Poko, . . .	Oahu.
Waikalua, . . .	Ili i Kaneohe, . . .	Koolau Poko, . . .	Oahu.
Keaahala, . . .	Ili i Kaneohe, . . .	Koolau Poko, . . .	Oahu.
Kahalekauwila, . . .	Ili i Kaneohe, . . .	Koolau Poko, . . .	Oahu.
Kanohouluwi, . . .	Ili i Kaneohe, . . .	Koolau Poko, . . .	Oahu.

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Kahaluu, . . .	Ahupuaa,	Koolau Poko,	Oahu.
Maluaka, . . .	Ili o Waihee,	Koolau Poko,	Oahu.
Makawai, . . .	Ili o Waiahole,	Koolau Poko,	Oahu.
Hopekea, . . .	Ili o Waiahole,	Koolau Poko,	Oahu.
Kualoa 1, . . .	Ahupuaa,	Koolau Poko,	Oahu.
Kualoa 2, . . .	Ahupuaa,	Koolau Poko,	Oahu.
Hauula, . . .	Ahupuaa,	Koolau Loa,	Oahu.
Kahuku, . . .	Ahupuaa,	Koolau Loa,	Oahu.
Kawela, . . .	Ahupuaa,	Koolau Loa,	Oahu.
Waialea, . . .	Ahupuaa,	Koolau Loa,	Oahu.
Paumalu, . . .	Ahupuaa,	Koolau Loa,	Oahu.
Pupukea, . . .	Ahupuaa,	Koolau Loa,	Oahu.
Waianae, . . .	Ahupuaa,	Waianae,	Oahu.
Ohua Waikakalaua,	Ili Waikele,	Ewa,	Oahu.
Papaa, . . .	Ili Waikele,	Ewa,	Oahu.
$\frac{1}{2}$ Pouhala, . . .	Ili Waikele,	Ewa,	Oahu.
Weloka, . . .	Ili Waimano,	Ewa,	Oahu.
Honokawailani,	Ili Waiiau,	Ewa,	Oahu.
Kauhihau, . . .	Ili Waiiau,	Ewa,	Oahu.
Aiea, . . .	Ahupuaa,	Ewa,	Oahu.
Kalaheo, . . .	Ahupuaa,	Kona,	Kauai.
Hanapepe, . . .	Ahupuaa,	Kona,	Kauai.
Waimea, . . .	Ahupuaa,	Kona,	Kauai.
Hanalei, . . .	Ahupuaa,	Halelea,	Kauai.
Anahola, . . .	Ahupuaa,	Koolau,	Kauai.
Kapaa, . . .	Ahupuaa,	Puna,	Kauai.
Wailua, . . .	Ahupuaa,	Puna,	Kauai.

To be the private lands of His Majesty Kamehameha III., to have and to hold to himself, his heirs, and successors, forever ; and said lands shall be regulated and disposed of according to his royal will and pleasure subject only to the rights of tenants.

*And be it further enacted,* That we do hereby in the name of the Chiefs and People of the Hawaiian Islands, accept of the following lands, viz :

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Puanahulu, . . .	Akupuaa,	Kona,	Hawaii.
Kukio 1, . . .	Ahupuaa,	Kona,	"
Kukio 2, . . .	Ahupuaa,	Kona,	"
Maniniowali,	Ahupuaa,	Kona,	"
Mahaiula, . . .	Ahupuaa,	Kona,	"
$\frac{1}{2}$ Kaulana, . . .	Ahupuaa,	Kona,	"
Awalua, . . .	Ahupuaa,	Kona,	"
Ohiki, . . .	Ahupuaa,	Kona,	"
Makaula, . . .	Ahupuaa,	Kona,	"
Kalaoa 1, . . .	Ahupuaa,	Kona,	"

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Kalaoa 2, . . .	Ahupuaa,	Kona,	Hawaii.
Kalaoa 3, . . .	Ahupuaa,	Kona,	"
Kalaoa 4, . . .	Ahupuaa,	Kona,	"
Ooma 1, . . .	Ahupuaa,	Kona,	"
Ooma 2, . . .	Ahupuaa,	Kona,	"
Kohanaiki, . . .	Ahupuaa,	Kona,	"
Elepaio, . . .	Ili no Honokohau,	Kona,	"
Kalakehe, . . .	Ahupuaa,	Kona,	"
Lanihau 2, . . .	Ahupuaa,	Kona,	"
Honuauia, . . .	Ahupuaa,	Kona,	"
Hianaloli 1, . . .	Ahupuaa,	Kona,	"
Hianaloli 2, . . .	Ahupuaa,	Kona,	"
Auhaukeae, . . .	Ahupuaa,	Kona,	"
Puaa 3, . . .	Ahupuaa,	Kona,	"
Puaa 2, . . .	Ahupuaa,	Kona,	"
Kahului, . . .	Ahupuaa,	Kona,	"
Laula, . . .	Ili i Holualoa, 2	Kona,	"
Kooai, . . .	oia o Holualoa 3,	Kona,	"
Kaulehua, . . .	Ili,	Kona,	"
Kamakaolohe, . . .	Ili i Pahoehoe,	Kona,	"
Pahoehoe, . . .	Ahupuaa,	Kona,	"
Pahoehoe, . . .	Ahupuaa,	Kona,	"
Laaloa, . . .	Ahupuaa,	Kona,	"
Kapalaalaea 2, . . .	Ahupuaa,	Kona,	"
Honalo, . . .	Ahupuaa,	Kona,	"
Maihi, . . .	Ahupuaa,	Kona,	"
Kuamoo, . . .	Ahupuaa,	Kona,	"
Lehuulaiki 2, . . .	Ahupuaa,	Kona,	"
Honuaino, . . .	Ahupuaa,	Kona,	"
Papalele, . . .	Ili i Honuaino,	Kona,	"
Hokukano 1, . . .	Ahupuaa,	Kona,	"
Hokukano 2, . . .	Ahupuaa,	Kona,	"
Kanaueue 1, . . .	Ahupuaa,	Kona,	"
Kanaueue 2, . . .	Ahupuaa,	Kona,	"
Keekee 1, . . .	Ahupuaa,	Kona,	"
Keekee 2, . . .	Ahupuaa,	Kona,	"
Kanakau, . . .	Ahupuaa,	Kona,	"
Kalukalu 1, . . .	Ahupuaa,	Kona,	"
Kalukalu 2, . . .	Ahupuaa,	Kona,	"
Keopuka 1, . . .	Ahupuaa,	Kona,	"
Keopuka 2, . . .	Ahupuaa,	Kona,	"
Kaawaloa, Awa a me kahi honua i kai,		Kona,	"
Kealakekua, Awa a me kahi honua i kai,		Kona,	"
Kilooa nui 1, . . .	Ahupuaa,	Kona,	Hawaii.
Kilooa iki 2, . . .	Ahupuaa,	Kona,	"
Kauahia, . . .	Ili i Kiloaiki,	Kona,	"
Waipunaula 1, . . .	Ahupuaa,	Kona,	"
Waipunaula iki 2, . . .	Ahupuaa,	Kona,	"
Kalama 2, . . .	Ahupuaa,	Kona,	"

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Kalama 5, . . .	Ahupuaa,	Kona,	Hawaii.
Kipu, . . .	Ili i Keei,	Kona,	"
Kaiko, . . .	Ili i Kealia,	Kona,	"
Kauhako, . . .	Ahupuaa,	Kona,	"
Kapuai, . . .	Ili i Kalahiki,	Kona,	"
Waiea, . . .	Ahupuaa,	Kona,	"
Pahoehoe 1, . . .	Ahupuaa,	Kona,	"
Pahoehoe 2, . . .	Ahupuaa,	Kona,	"
Pahoehoe 3, . . .	Ahupuaa,	Kona,	"
Pahoehoe 4, . . .	Ahupuaa,	Kona,	"
Maunaoui 1, . . .	Ahupuaa,	Kona,	"
Maunaoui 2, . . .	Ahupuaa,	Kona,	"
Maunaoui 3, . . .	Ahupuaa,	Kona,	"
Maunaoui 4, . . .	Ahupuaa,	Kona,	"
Maunaoui 5, . . .	Ahupuaa,	Kona,	"
Maunaoui 6, . . .	Ahupuaa,	Kona,	"
Makuu 1, . . .	Ahupuaa,	Kona,	"
Makuu 2, . . .	Ahupuaa,	Kona,	"
Haleili, . . .	Ahupuaa,	Kona,	"
Haukalua, . . .	Ahupuaa,	Kona,	"
Alae, . . .	Ahupuaa,	Kona,	"
Pahoehoe 1, . . .	Ahupuaa,	Kona,	"
Pahoehoe 2, . . .	Ahupuaa,	Kona,	"
Kaohe 1, . . .	Ahupuaa,	Kona,	"
Kaohe 2, . . .	Ahupuaa,	Kona,	"
Kukuiope, . . .	Ahupuaa,	Kona,	"
Koio, . . .	Ahupuaa,	Kona,	"
Opihiali 1, . . .	Ahupuaa,	Kona,	"
Opihiali 2, . . .	Ahupuaa,	Kona,	"
Kipahoehoe, . . .	Ahupuaa,	Kona,	"
Alika, . . .	Ahupuaa,	Kona,	"
Papa 1, . . .	Ahupuaa,	Kona,	"
Anapuka, . . .	Ahupuaa,	Kona,	"
Hoopuloa, . . .	Ahupuaa,	Kona,	"
Milolii, . . .	Ahupuaa,	Kona,	"
Omokaa, . . .	Ahupuaa,	Kona,	"
Okoe 1, . . .	Ahupuaa,	Kona,	"
Okoe 2, . . .	Ahupuaa,	Kona,	"
Kaulanamauna, . . .	Ahupuaa,	Kona,	"
Manuka, . . .	Ahupuaa,	Kau,	"
Kiao, . . .	Ahupuaa,	Kau,	"
Manienie, . . .	Ahupuaa,	Kau,	"
Puulena, . . .	Ahupuaa,	Kau,	"
Keaa 1, . . .	Ahupuaa,	Kau,	"
Keaa 2, . . .	Ahupuaa,	Kau,	"
Kamaoa, . . .	Ahupuaa,	Kau,	"
Waiopua, . . .	Ahupuaa,	Kau,	"
Mohowae, . . .	Ahupuaa,	Kau,	"
$\frac{1}{2}$ Puueo, . . .	Ahupuaa,	Kau,	"

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Kau, . . .	Ahupuaa,	Kau,	Hawaii.
Nukakaia, . . .	Ahupuaa,	Kau,	"
Papohaku 1, . . .	Ahupuaa,	Kau,	"
Papohaku 2, . . .	Ahupuaa,	Kau,	"
Puuoehu, . . .	Ahupuaa,	Kau,	Hawaii.
Kiolakaa, . . .	Ahupuaa,	Kau,	Hawaii.
Kahaea, . . .	Ahupuaa,	Kau,	Hawaii.
Kahilipali, . . .	Ahupuaa,	Kau,	Hawaii.
Kawala, . . .	Ahupuaa,	Kau,	Hawaii.
Aemalo, . . .	Ahupuaa,	Kau,	Hawaii.
Poupouwela, . . .	Ahupuaa,	Kau,	Hawaii.
Kaunamano, . . .	Ahupuaa,	Kau,	Hawaii.
Papaikou 1, . . .	Ahupuaa,	Kau,	Hawaii.
Papaikou 2, . . .	Ahupuaa,	Kau,	Hawaii.
Papaikou 3, . . .	Ahupuaa,	Kau,	Hawaii.
Hionaa, . . .	Ahupuaa,	Kau,	Hawaii.
Hokukano, . . .	Ahupuaa,	Kau,	Hawaii.
Kaalaiki, . . .	Ahupuaa,	Kau,	"
Ninole, . . .	Ahupuaa,	Kau,	"
Wailau, . . .	Ahupuaa,	Kau,	"
Moaula, . . .	Ahupuaa,	Kau,	"
Kopu, . . .	Ahupuaa,	Kau,	"
Makaka, . . .	Ahupuaa,	Kau,	"
Makaka, . . .	Ahupuaa,	Kau,	"
Iliokoloa, . . .	Ahupuaa,	Kau,	"
Wailoa, . . .	Ahupuaa,	Kau,	"
Kaalaala, . . .	Ahupuaa,	Kau,	"
Waimuku, . . .	Ahupuaa,	Kau,	"
Waimuku, . . .	Ahupuaa,	Kau,	"
Kealakomo me } Kilauea, . . .		Puna,	"
Panauiki, . . .	Ahupuaa,	Puna,	"
Poupou 1, . . .	Ahupuaa,	Puna,	"
Poupou 2, . . .	Ahupuaa,	Puna,	"
Kapaahu, . . .	Ahupuaa,	Puna,	"
Ki, . . .	Ahupuaa,	Puna,	"
Kupahua, . . .	Ahupuaa,	Puna,	"
3 Ili i Kupahua, . . .	Ahupuaa,	Puna,	"
Lonokaeho, . . .	Ili i Kupahua,	Puna,	"
Hapaiki, . . .	Ili i Kupahua,	Puna,	"
Makena, . . .	Ahupuaa,	Puna,	"
Kikala, . . .	Ahupuaa,	Puna,	"
Kikala, . . .	Ahupuaa,	Puna,	"
Keokea, . . .	Ahupuaa,	Puna,	"
Keauohana, . . .	Ahupuaa,	Puna,	"
Kamaili, . . .	Ahupuaa,	Puna,	"
Kaualea, . . .	Ahupuaa,	Puna,	Hawaii.
Pohoiki, . . .	Ahupuaa,	Puna,	"
Opihikao, . . .	Ahupuaa,	Puna,	"

NAMES OF LANDS.	AHUPUAA,	DISTRICTS.	ISLANDS.
Malama, . . .	Ahupuaa,	Puna,	Hawaii.
Kaukulau, . . .	Ahupuaa,	Puna,	"
Oneloa, . . .	Ahupuaa,	Puna,	"
Aahalanui, . . .	Ahupuaa,	Puna,	"
Kaniabiku, . . .	Ili i Kapoho,	Puna,	"
Kanekiki, . . .	Ahupuaa,	Puna,	"
Halepuaa, . . .	Ahupuaa,	Puna,	"
Waawaa, . . .	Ahupuaa,	Puna,	"
Nanawale, . . .	Ahupuaa,	Puna,	"
Kaikawowo, . . .	Ili i Nanawale,	Puna,	"
Honolulu, . . .	Ahupuaa,	Puna,	"
Kaohe, . . .	Ahupuaa,	Puna,	"
Keonepoko, . . .	Ahupuaa,	Puna,	"
Popoki, . . .	Ahupuaa,	Puna,	"
Halona, . . .	Ahupuaa,	Puna,	"
Makuu, . . .	Ahupuaa,	Puna,	"
Makaoku, . . .	Ili i Waiakea,	Hilo,	"
Wainaku, . . .	Ahupuaa,	Hilo,	"
Waialua, . . .	Ahupuaa,	Hilo,	"
Mokuhonua, . . .	Ahupuaa,	Hilo,	"
Papaa, . . .	Ahupuaa,	Hilo,	"
$\frac{1}{2}$ Kauhiula 1, . . .	Ahupuaa,	Hilo,	"
Kauhiula 2, . . .	Ahupuaa,	Hilo,	"
Kaiwiki 1, . . .	Ahupuaa,	Hilo,	"
Kaiwikinui 2, . . .	Ahupuaa,	Hilo,	"
Maumau, . . .	Ahupuaa,	Hilo,	"
Kikala, . . .	Ahupuaa,	Hilo,	"
$\frac{1}{2}$ Pueopaku 1, . . .	Ahupuaa,	Hilo,	"
$\frac{1}{2}$ Paihaaloa, . . .	Ahupuaa,	Hilo,	"
Aleamai, . . .	Ahupuaa,	Hilo,	"
Mokuhooniki, . . .	Ahupuaa,	Hilo,	"
Alakahi, . . .	Ahupuaa,	Hilo,	"
Kahalii, . . .	Ahupuaa,	Hilo,	"
Kawainui 1, . . .	Ahupuaa,	Hilo,	"
Kawainui 2, . . .	Ahupuaa,	Hilo,	"
Kulaimano, . . .	Ahupuaa,	Hilo,	"
Kahua, . . .	Ahupuaa,	Hilo,	"
Makea, . . .	Ahupuaa,	Hilo,	"
Kaupakuea, . . .	Ahupuaa,	Hilo,	"
Kaoma, . . .	Ahupuaa,	Hilo,	"
$\frac{1}{2}$ Kaoma, . . .	Ahupuaa,	Hilo,	"
Kiapu, . . .	Ahupuaa,	Hilo,	"
Haukalua 1, . . .	Ahupuaa,	Hilo,	"
Haukalua 2, . . .	Ahupuaa,	Hilo,	"
Nene, . . .	Ahupuaa,	Hilo,	"
Kapehu, . . .	Ahupuaa,	Hilo,	"
Malamaiki, . . .	Ahupuaa,	Hilo,	"
Honomu, . . .	Ahupuaa,	Hilo,	"
Kuhua, . . .	Ahupuaa,	Hilo,	"

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
$\frac{1}{2}$ Kaiwiki, . . .	Ahupuaa,	Hilo,	Hawaii.
Wailea, . . .	Ahupuaa,	Hilo,	"
Kamaee 1, . . .	Ahupuaa,	Hilo,	"
Kamaee 2, . . .	Ahupuaa,	Hilo,	"
Kamaee 3, . . .	Ahupuaa,	Hilo,	"
Kamaee 4, . . .	Ahupuaa,	Hilo,	"
Umauma, . . .	Ahupuaa,	Hilo,	"
Awapuhi, . . .	Ahupuaa,	Hilo,	"
Paleau, . . .	Ahupuaa,	Hilo,	"
Opea, . . .	Ahupuaa,	Hilo,	"
Puaakuloa, . . .	Ahupuaa,	Hilo,	"
Puuhune, . . .	Ahupuaa,	Hilo,	"
Ninole, . . .	Ahupuaa,	Hilo,	"
Puuhua, . . .	Ahupuaa,	Hilo,	"
Puuhua, . . .	Ahupuaa,	Hilo,	"
Kahinalo, . . .	Ahupuaa,	Hilo,	"
Kulanakii, . . .	Ahupuaa,	Hilo,	"
Pohakupuka, . . .	Ahupuaa,	Hilo,	"
Puuhai, . . .	Ahupuaa,	Hilo,	"
Paechi, . . .	Ahupuaa,	Hilo,	"
Kaalau 1, . . .	Ahupuaa,	Hilo,	"
Kaalau 2, . . .	Ahupuaa,	Hilo,	"
Kaalau 3, . . .	Ahupuaa,	Hilo,	"
Kaalau 4, . . .	Ahupuaa,	Hilo,	"
Kaiwilahilahi, . . .	Ahupuaa,	Hilo,	"
Paapaaloa 1, . . .	Ahupuaa,	Hilo,	Hawaii.
Paapaaloa 2, . . .	Ahupuaa,	Hilo,	"
Kihalani 1, . . .	Ahupuaa,	Hilo,	"
Kihalani 2, . . .	Ahupuaa,	Hilo,	"
Pualaea, . . .	Ahupuaa,	Hilo,	"
Kilau, . . .	Ahupuaa,	Hilo,	"
Laupahoehoe, . . .	Ahupuaa,	Hilo,	"
Laupahoehoe, . . .	Ahupuaa,	Hilo,	"
Haakoa, . . .	Ahupuaa,	Hilo,	"
Kuaia, . . .	Ahupuaa,	Hilo,	"
Kaohaoha 1, . . .	Ahupuaa,	Hilo,	"
Kaohaoha 2, . . .	Ahupuaa,	Hilo,	"
Ulukanu, . . .	Ahupuaa,	Hilo,	"
Ookala, . . .	Ahupuaa,	Hilo,	"
Manowaialee 1, . . .	Ahupuaa,	Hamakua,	"
Manowaialee 2, . . .	Ahupuaa,	Hamakua,	"
Manowaialee 3, . . .	Ahupuaa,	Hamakua,	"
Kaholo 1, . . .	Ahupuaa,	Hamakua,	"
Kaholo 2, . . .	Ahupuaa,	Hamakua,	"
Kaapahu, . . .	Ahupuaa,	Hamakua,	"
Maonakomalie, . . .	Ahupuaa,	Hamakua,	"
Kuhia, . . .	Ahupuaa,	Hamakua,	"
Kealakaha, . . .	Ahupuaa,	Hamakua,	"
Hoea, . . .	Ahupuaa,	Hamakua,	"

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Manowaikohao, .	Ahupuaa,	Hamakua,	Hawaii.
Manowaikohao, .	Ahupuaa,	Hamakua,	"
Kaawikiwiki, .	Ahupuaa,	Hamakua,	"
Kekualele, . .	Ahupaaa,	Hamakua,	"
Kekualele, . .	Ahupuaa,	Hamakua,	"
Kaao 1, . . .	Ahupuaa,	Hamakua,	"
Kaao 2, . . .	Ahupuaa,	Hamakua,	"
Kainehe, . . .	Ahupuaa,	Hamakua,	"
Kaohe, . . . .	Ahupuaa,	Hamakua,	"
Aaamanu, . . .	Ahupuaa,	Hamakua,	"
Paauilo, . . .	Ahupuaa,	Hamakua,	"
Kakaalaea, . .	Ahupuaa,	Hamakua,	"
Kamokala, . . .	Ahupuaa,	Hamakua,	"
Hauola 1, . . .	Ahupuaa,	Hamakua,	"
Hauola 2, . . .	Ahupuaa,	Hamakua,	"
Opihilala 1, . .	Ahupuaa,	Hamakua,	"
Opihilala 2, . .	Ahupuaa,	Hamakua,	"
Opihilala 3, . .	Ahupuaa,	Hamakua,	"
Manienie, . . .	Ahupuaa,	Hamakua,	"
Kamauli, . . . .	Ahupuaa,	Hamakua,	"
Kaulekohao, . .	Ahupuaa,	Hamakua,	"
Pahakuhaku, . .	Ahupuaa,	Hamakua,	"
Kemau, . . . .	Ahupuaa,	Hamakua,	"
Kaumoali, . . .	Ahupuaa,	Hamakua,	"
$\frac{1}{2}$ Kaunamano, . .	Ahupuaa,	Hamakua,	"
Heneheneula 2, .	Ahupuaa,	Hamakua,	"
Kalua 1, . . . .	Ahupuaa,	Hamakua,	"
Kalua 2, . . . .	Ahupuaa,	Hamakua,	"
$\frac{1}{2}$ Kaapahu, . . .	Ahupuaa,	Hamakua,	"
Waikaalulu 1, . .	Ahupuaa,	Hamakua,	"
Waikaalulu 2, . .	Ahupuaa,	Hamakua,	"
Kalua, . . . .	Ahupuaa,	Hamakua,	"
Keahua, . . . .	Ahupuaa,	Hamakua,	"
Kaao 1, . . . .	Ahupuaa,	Hamakua,	"
Kaao 2, . . . .	Ahupuaa,	Hamakua,	"
Ouhi, . . . . .	Ahupuaa,	Hamakua,	"
Pakiloa, . . . .	Ahupuaa,	Hamakua,	"
Papaanui, . . . .	Ahupuaa,	Hamakua,	Hawaii.
Haina, . . . . .	Ahupuaa,	Hamakua,	"
Lauka, . . . . .	Ahupuaa,	Hamakua,	"
Ahualoa, . . . .	Ahupuaa,	Hamakua,	"
Au, . . . . .	Ahupuaa,	Hamakua,	"
Kuilei, . . . . .	Ahupuaa,	Hamakua,	"
$\frac{1}{2}$ Malanahae, . .	Ahupuaa,	Hamakua,	"
Haukoi, . . . . .	Ahupuaa,	Hamakua,	"
Kaauhuhu, . . . .	Ahupuaa,	Hamakua,	"
Waialeale, . . .	Ahupuaa,	Hamakua,	"
Waikoloa, . . . .	Ahupuaa,	Hamakua,	"
Puanui . . . . .	Ahupuaa,	Hamakua,	"

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Puopaha, . . .	Ahupuaa,	Hamakua,	Hawaii.
Keaa 1, . . .	Ahupuaa,	Hamakua,	"
Keaa 2, . . .	Ahupuaa,	Hamakua,	"
Keaa 3, . . .	Ahupuaa,	Hamakua,	"
Pueo, Ili no Waipio,	Ahupuaa,	Hamakua,	"
Laupahoehoe, . . .	Ahupuaa,	Hamakua,	"
Nakooka, . . .	Ahupuaa,	Hamakua,	"
Apua, . . .	Ahupuaa,	Hamakua,	"
Waikapu, . . .	Ahupuaa,	Hamakua,	"
Honopue, . . .	Ahupuaa,	Hamakua,	"
Awini, . . .	Ahupuaa,	Kohala,	"
Makanikahio, . . .	Ahupuaa,	Kohala,	"
Hinaweo, . . .	Ili i Niulii,	Kohala,	"
2 Ili i Niulii, . . .	Ahupuaa,	Kohala,	"
Kaha, Ili i Niulii,	Ahupuaa,	Kohala,	"
$\frac{1}{2}$ Halawa, . . .	Ahupuaa,	Kohala,	"
Pualoalo, Ili i Halawa,	Ahupuaa,	Kohala,	"
Hopeolaa, Ili i Halawa,	Ahupuaa,	Kohala,	"
Apuakohau, . . .	Ahupuaa,	Kohala,	"
Kekikiki, . . .	Ili i Apuakohau,	Kohala,	"
$\frac{1}{2}$ Pueke, . . .	Ahupuaa,	Kohala,	"
Maulili, . . .	Ahupuaa,	Kohala,	"
Halaula, . . .	Ahupuaa,	Kohala,	"
Ainakeanui, . . .	Ahupuaa,	Kohala,	"
Papiha, . . .	Ili no Ainakeanui,	Kohala,	"
Ainakeaiki, . . .	Ahupuaa,	Kohala,	"
Laaumama 1, . . .	Ahupuaa,	Kohala,	"
Laaumama 2, . . .	Ahupuaa,	Kohala,	"
Puehuehu, . . .	Ahupuaa,	Kohala,	"
Kapua, . . .	Ahupuaa,	Kohala,	"
Honomakau, . . .	Ahupuaa,	Kohala,	"
Lanikele, . . .	Ili i Honomakau,	Kohala,	"
Hawi, . . .	Ahupuaa,	Kohala,	"
Kahei 1, . . .	Ahupuaa,	Kohala,	"
Kahei 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Kahei 3, . . .	Ahupuaa,	Kohala,	Hawaii,
Kahei 4, . . .	Ahupuaa,	Kohala,	Hawaii,
Hualua, . . .	Ahupuaa,	Kohala,	Hawaii,
Opihipau, . . .	Ahupuaa,	Kohala,	Hawaii,
Hukiaa 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Puuepa, ma Mookini,	Ahupuaa,	Kohala,	Hawaii,
Kokoiki 1, . . .	Ahupuaa,	Kohala,	Hawaii,
Kokoiki 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Upolu 1, . . .	Ahupuaa,	Kohala,	Hawaii,
$\frac{1}{2}$ Upolu 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Honoipu, . . .	Ahupuaa,	Kohala,	Hawaii,
Puakea 1, . . .	Ahupuaa,	Kohala,	Hawaii,
Puakea 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Lahuiki, . . .	Ili i Kukuipahu,	Kohala,	Hawaii,

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Awalua, . . .	Ahupuaa,	Kohala,	Hawaii,
Haina, . . .	Ahupuaa,	Kohala,	Hawaii,
Kapunapuna, . . .	Ahupuaa,	Kohala,	Hawaii,
Kou, . . .	Ahupuaa,	Kohala,	Hawaii,
Paopao, . . .	Ahupuaa,	Kohala,	Hawaii,
Mahukona, . . .	Awa a me kahi honua i kai,	} Kohala,	Hawaii,
Mahukonapulehu,	Ahupuaa,		
Mahukonakaluapaa,	Ahupuaa,	Kohala,	Hawaii,
Hihiu 1, . . .	Ahupuaa,	Kohala,	Hawaii,
Hihiu 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Lapakahi, . . .	Ahupuaa,	Kohala,	Hawaii,
Lamaloloa, . . .	Ahupuaa,	Kohala,	Hawaii,
$\frac{1}{2}$ Paoo 1, . . .	Ahupuaa,	Kohala,	Hawaii,
Paoo 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Paoo 3, . . .	Ahupuaa,	Kohala,	Hawaii,
Paoo 4, . . .	Ahupuaa,	Kohala,	Hawaii,
Paoo 5, . . .	Ahupuaa,	Kohala,	Hawaii,
Paoo 6, . . .	Ahupuaa,	Kohala,	Hawaii,
Makeanehu 1, . . .	Ahupuaa,	Kohala,	Hawaii,
Makeanehu 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Makeanehu 3, . . .	Ahupuaa,	Kohala,	Hawaii,
Makeanehu 4, . . .	Ahupuaa,	Kohala,	Hawaii,
Kipi, . . .	Ahupuaa,	Kohala,	Hawaii,
Kehena 1, . . .	Ahupuaa,	Kohala,	Hawaii,
Pohakulua, . . .	Ahupuaa,	Kohala,	Hawaii,
Puaiki, . . .	Ahupuaa,	Kohala,	Hawaii,
Kiiokalani, . . .	Ahupuaa,	Kohala,	Hawaii,
Kaihoa 1, . . .	Ahupuaa,	Kohala,	Hawaii,
Kaihoa 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Kokio, . . .	Ahupuaa,	Kohala,	Hawaii,
Kalala, . . .	Ahupuaa,	Kohala,	Hawaii,
Kalala, . . .	Ahupuaa,	Kohala,	Hawaii,
Pauahi 1, . . .	Ahupuaa,	Kohala,	Hawaii,
Pauahi 2, . . .	Ahupuaa,	Kohala,	Hawaii,
Lanikepue, . . .	Ahupuaa,	Kohala,	Hawaii,
Waawaa, . . .	Ahupuaa,	Kohala,	Hawaii,
$\frac{1}{2}$ Kapunakea, . . .	Ahupuaa,	Lahaina,	Maui,
$\frac{1}{2}$ Puuki, . . .	Ahupuaa,	Lahaina,	Maui,
Moanui, . . .	Ahupuaa,	Lahaina,	Maui,
$\frac{1}{2}$ Kuholilea, . . .	Ahupuaa,	Lahaina,	Maui,
$\frac{1}{2}$ Uhao, . . .	Ahupuaa,	Lahaina,	Maui,
$\frac{1}{2}$ Puahoowale, . . .	Ahupuaa,	Lahaina,	Maui,
$\frac{1}{2}$ Kooka, . . .	Ahupuaa,	Lahaina,	Maui,
$\frac{1}{2}$ Puunauiki, . . .	Ahupuaa,	Lahaina,	Maui,
Kamaole, . . .	Ahupuaa,	Kula,	Maui,
Naalae, . . .	Ahupuaa,	Kula,	Maui,
Waiokoa, . . .	Ahupuaa,	Kula,	Maui,
Kamehame 1, . . .	Ahupuaa,	Kula,	Maui,

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Kamehame 2,	Ahupuaa,	Kula,	Maui,
Pulehu, .	Ahupuaa,	Kula,	Maui,
Omaopio 6, .	Ahupuaa,	Kula,	Maui,
Omaopio 7, .	Ahupuaa,	Kula,	Maui,
Omaopio 8, .	Ahupuaa,	Kula,	Maui,
Omaopio 9, .	Ahupuaa,	Kula,	Maui,
Omaopio 10,	Ahupuaa,	Kula,	Maui,
Omaopio 11,	Ahupuaa,	Kula,	Maui,
Aapueo 3, .	Ahupuaa,	Kula,	Maui,
Aapueo, .	Ahupuaa,	Kula,	Maui,
Kukuiaio, .	Ahupuaa,	Kula,	Maui,
Kauau 1, .	Ahupuaa,	Kula,	Maui,
Kauau 2, .	Ahupuaa,	Kula,	Maui,
Koheilo 1, .	Ahupuaa,	Kula,	Maui,
Koheilo 2, .	Ahupuaa,	Kula,	Maui,
Keahua, .	Ahupuaa,	Kula,	Maui,
Hokuula, .	Ahupuaa,	Kula,	Maui,
Ahupau, .	Ahupuaa,	Kula,	Maui,
Paeahu 1, .	Ahupuaa,	Honuaula,	Maui,
Paeahu 2, .	Ahupuaa,	Honuaula,	Maui,
Kalihi 1, .	Ahupuaa,	Honuaula,	Maui,
Kalihi 2, .	Ahupuaa,	Honuaula,	Maui,
Waipao, .	Ahupuaa,	Honuaula,	Maui,
Papaa, .	Ahupuaa,	Honuaula,	Maui,
$\frac{1}{2}$ Kaco, .	Ahupuaa,	Honuaula,	Maui,
Maluaka, .	Ahupuaa,	Honuaula,	Maui,
Mohopilo 1, .	Ahupuaa,	Honuaula,	Maui,
Mohopilo 2, .	Ahupuaa,	Honuaula,	Maui,
Mooiki, .	Ahupuaa,	Honuaula,	Maui,
Mooloa, .	Ahupuaa,	Honuaula,	Maui,
Moomuku, .	Ahupuaa,	Honuaula,	Maui,
Onau, .	Ahupuaa,	Honuaula,	Maui,
Kualapa, .	Ahupuaa,	Honuaula,	Maui,
Papaka, .	Ahupuaa,	Honuaula,	Maui,
Kaunuahane,	Ahupuaa,	Honuaula,	Maui,
Kaloi, .	Ahupuaa,	Honuaula,	Maui,
Kanaio, .	Ahupuaa,	Honuaula,	Maui,
Kahikinui, .	he Moku,	Kahikinui,	Maui,
Kaupo, .	66 Ahupuaa,	Kaupo,	Maui,
Kaupo, koe na ku i keia mahele,		Kaupo,	Maui,
Kukuiulaiki, .	Ahupuaa,	Kipahulu,	Maui,
Popoloa, .	Ahupuaa,	Kipahulu,	Maui,
Popoloa, .	Ahupuaa,	Kipahulu,	Maui,
Kapuaikini, .	Ahupuaa,	Kipahulu,	Maui,
Kapuaikini, .	Ahupuaa,	Kipahulu,	Maui,
Kaehoeho, .	Ahupuaa,	Kipahulu,	Maui,
Poponui, .	Ahupuaa,	Kipahulu,	Maui,
Kakanoui, .	Ahupuaa,	Kipahulu,	Maui,
Maulili, .	Ahupuaa,	Kipahulu,	Maui,

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Kikoo, . . .	Ahupuaa,	Kipahulu,	Maui,
Kalena, . . .	Ahupuaa,	Kipahulu,	Maui,
Kalenaiki, . . .	Ahupuaa,	Kipahulu,	Maui,
Halemano, . . .	Ahupuaa,	Kipahulu,	Maui,
Naililipoko 1, . . .	Ahupuaa,	Kipahulu,	Maui,
Naililipoko 2, . . .	Ahupuaa,	Kipahulu,	Maui,
Wailamo, aoao ma Hana,	Hana,	Kipahulu,	Maui,
Wailamo, aoao ma Kaupo,	Kaupo,	Kipahulu,	Maui,
Kakalahale 1, . . .	Ahupuaa,	Kipahulu,	Maui,
Kakalahale 2, . . .	Ahupuaa,	Kipahulu,	Maui,
Alae, . . .	Ahupuaa,	Kipahulu,	Maui,
Kaumakani, . . .	Ahupuaa,	Kipahulu,	Maui,
Koanawai, . . .	Ahupuaa,	Kipahulu,	Maui,
Koali, . . .	Ahupuaa,	Hana,	Maui,
Maakaalae, . . .	Ahupuaa,	Hana,	Maui,
Wananalua 1, . . .	Ahupuaa,	Hana,	Maui,
Wanalua 2, . . .	Ahupuaa,	Hana,	Maui,
Wakiu, . . .	Ahupuaa,	Hana,	Maui,
$\frac{1}{2}$ Honomaele, . . .	Ahupuaa,	Hana,	Maui,
Koolau, . . .	he Moku,	Koolau,	Maui,
Keaa, . . .	Ahupuaa,	Koolau,	Maui,
Hanawana, . . .	Ahupuaa,	Hamakualoa,	Maui,
Hoalua, . . .	Ahupuaa,	Hamakualoa,	Maui,
Hanehoi 1, . . .	Ahupuaa,	Hamakualoa,	Maui,
Hanehoi 2, . . .	Ahupuaa,	Hamakualoa,	Maui,
Poulua 1, } . . .	Ahupuaa,	Hamakualoa,	Maui,
Poulua 2, } . . .			
Honokala, } . . .			
Papaaea, } . . .	Ahupuaa,	Hamakualoa,	Maui,
Holowa, } . . .			
Kuiaha, } . . .			
Honopou, . . .	Ahupuaa,	Hamakualoa,	Maui,
Pauwela, . . .	Ahupuaa,	Hamakualoa,	Maui,
Ouaoa, . . .	Ahupuaa,	Hamakualoa,	Maui,
Peahi 1, . . .	Ahupuaa,	Hamakualoa,	Maui,
Peahi 2, . . .	Akupuaa,	Hamakualoa,	Maui,
$\frac{1}{2}$ Hamakuapoko, . . .	$\frac{1}{2}$ Hikina,	Hamakuapoko,	Maui,
Paniau, . . .	Ahupuaa,	Hamakuapoko,	Maui,
Makawao, . . .	Ahupuaa,	Kula,	Maui,
Kealakekua, . . .	Ahupuaa,	Kula,	Maui,
Kapalaia, . . .	Ahupuaa,	Kula,	Maui,
Kealia, . . .	Ahupuaa,	Kula,	Maui,
Honokohau, . . .	Ahupuaa,	Kaanapali,	Maui,
Kahana 1, . . .	Ahupuaa,	Kaanapali,	Maui,
Kahana 2, . . .	Ahupuaa,	Kaanapali,	Maui,
Mahinahina 1, . . .	Ahupuaa,	Kaanapali,	Maui,
Mahinahina 2, . . .	Ahupuaa,	Kaanapali,	Maui,
Mahinahina 3, . . .	Ahupuaa,	Kaanapali,	Maui,
Lupehu, . . .	Ahupuaa,	Kona,	Molokai,

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Onoulimaloo,	. Ahupuaa,	Kona,	Molokai,
Onouliwai, .	. Ahupuaa,	Kona,	Molokai,
Moanui, .	. Ahupuaa,	Kona,	Molokai,
Poniuhua,	. Ahupuaa,	Kona,	Molokai,
$\frac{1}{2}$ Poniuhua,	. Ahupuaa,	Kona,	Molokai,
Kawaikapu .	. Ahupuaa,	Kona,	Molokai,
$\frac{1}{2}$ Kamanoni,	. Ahupuaa,	Kona,	Molokai,
$\frac{1}{2}$ Ahaino, .	. Ahupuaa,	Kona,	Molokai,
Pukoa 2, .	. Ahupuaa,	Kona,	Molokai,
Pukoa 1, .	. Ahupuaa,	Kona,	Molokai,
Kaluaaha, .	. Ahupuaa,	Kona,	Molokai,
$\frac{1}{2}$ Kahananui,	. Ahupuaa,	Kona,	Molokai,
Ohia 1, <i>Hikina</i> ,	. Ahupuaa,	Kona,	Molokai,
Kaamola 1, .	. Ahupuaa,	Kona,	Molokai,
Kaamola 2, .	. Ahupuaa,	Kona,	Molokai,
Kaamola 3, .	. Ahupuaa,	Kona,	Molokai,
Kaamola 4, .	. Ahupuaa,	Kona,	Monokai,
$\frac{1}{2}$ Kaamola 5,	. Ahupuaa,	Kona,	Molokai,
$\frac{1}{2}$ Kaamola 6,	. Ahupuaa,	Kona,	Molokai,
Heanaokuino,	. Ahupuaa,	Kona,	Molokai,
Makakupaianui,	. Ahupuaa,	Kona,	Molokai,
$\frac{1}{2}$ Kamiloloa,	. Ahupuaa,	Kona,	Molokai,
$\frac{1}{2}$ Kahanui, .	. Ahupuaa,	Kona,	Molokai,
Hoolehua, .	. Ahupuaa,	Kona,	Molokai,
Kaluakoi 1,	. Ahupuaa,	Kaluakoi,	Molokai,
Haluakoi 2,	. Ahupuaa,	Kaluakoi,	Molokai,
Manowainui,	. Ahupuaa,	Kalae,	Molokai,
Hipu, .	. Ahupuaa,	Kalae,	Molokai,
Mahulile, .	. Ahupuaa,	Koolau,	Molokai,
Pohakuloa, .	. Ahupuaa,	Koolau,	Molokai,
Hawaluna, .	. Ahupuaa,	Koolau,	Molokai,
Halawao, .	. Ahupuaa,	Koolau,	Molokai,
Manienie, <i>Ili o Wai-</i>	Ahupuaa,	Koolau,	Molokai,
Haulei, .	[ <i>kolu</i> , Ahupuaa,	Koolau,	Molokai,
Hainalu, .	. Ahupuaa,	Koolau,	Molokai,
Hahoolawe, .	. Mokupuni Okoa,	"	Kaholawe,
Puunui 1, .	. Ili no Honolulu,	Kona,	Oahu,
Puunui 2, .	. Ili no Honolulu,	Kona,	Oahu,
Puunui 3, .	. Ili no Honolulu,	Kona,	Oahu,
Alewa, .	. Ili no Honolulu,	Kona,	Oahu,
Hahapaakai,	. Ili no Honolulu,	Kona,	Oahu,
Huwili, .	. Ili no Honolulu,	Kona,	Oahu,
Lapiwai 1, .	. Ili no Honolulu,	Kona,	Oahu,
Lapiwai 2, .	. Ili no Honolulu,	Kona,	Oahu,
Luhimana, .	. Ili no Honolulu,	Kona,	Oahu,
Hauhaukoi,	. Ili no Honolulu,	Kona,	Oahu,
Aala, .	. Ili no Honolulu,	Kona,	Oahu,
Huaiula, .	. Ili no Honolulu,	Kona,	Oahu,
Laukalo, .	. Ili no Honolulu,	Kona,	Oahu,

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Hunawai, . . .	Ili no Honolulu,	Kona,	Oahu,
Huaipaako, . . .	Ili no Honolulu,	Kona,	Oahu,
Apowale, . . .	Ili no Honolulu,	Kona,	Oahu,
Oloku, . . .	Ili no Honolulu,	Kona,	Oahu,
Palikey, . . .	Ili no Honolulu,	Kona,	Oahu,
Niupaipai, . . .	Ili no Honolulu,	Kona,	Oahu,
Kawananakoa	Kaolu, Ili no Honolulu,	Kona,	Oahu,
Kahui, . . .	Ili no Honolulu,	Kona,	Oahu,
Pouhuluhulu, . . .	Ili no Honolulu,	Kona,	Oahu,
Kaukahoku, . . .	Ili no Honolulu,	Kona,	Oahu,
Punaanana, . . .	Ili no Honolulu,	Kona,	Oahu,
Puiwa, . . .	Ili no Honolulu,	Kona,	Oahu,
Kapalepo, . . .	Ili no Honolulu,	Kona,	Oahu,
Olomana, . . .	Ili no Honolulu,	Kona,	Oahu,
Kalokohonu, . . .	Ili no Honolulu,	Kona,	Oahu,
Kaikahi, . . .	Ili no Honolulu,	Kona,	Oahu,
Kaalaalalo, . . .	Ili no Honolulu,	Kona,	Oahu,
Kaaleo, . . .	Ili no Honolulu,	Kona,	Oahu,
Keonepanee, . . .	Ili no Kalihi,	Kona,	Oahu,
Kaluaauau, . . .	Ili no Kalihi,	Kona,	Oahu,
Kalia, . . .	Ili no Waikiki,	Kona,	Oahu,
Kaluaolohe, . . .	Ili no Waikiki,	Kona,	Oahu,
Haole, . . .	Ili no Waikiki,	Kona,	Oahu,
Halelena, . . .	Ili no Waikiki,	Kona,	Oahu,
Waihinalo, . . .	Ili no Waikiki,	Kona,	Oahu,
Kumuulu, . . .	Ili no Waikiki,	Kona,	Oahu,
Kahoiwai, . . .	Ili no Waikiki,	Kona,	Oahu,
Kaluaalaea, . . .	Ili no Waikiki,	Kona,	Oahu,
Waihi, . . .	Ili no Waikiki,	Kona,	Oahu,
Hapuna, . . .	Ili no Waikiki,	Kona,	Oahu,
Kaauao, . . .	Ili no Waikiki,	Kona,	Oahu,
Waiaka, . . .	Ili no Waikiki,	Kona,	Oahu,
Pahupahuapuaa, . . .	Ili no Waikiki,	Kona,	Oahu,
Nukunukuaua, . . .	Ili no Waikiki,	Kona,	Oahu,
Auaukai, . . .	Ili no Waikiki,	Kona,	Oahu,
Mookahi, . . .	Ili no Waikiki,	Kona,	Oahu,
Pawaa, <i>o Maalo</i> , . . .	Ili no Waikiki,	Kona,	Oahu,
Kaluaahole, . . .	Ili no Waikiki,	Kona,	Oahu,
Mahani, . . .	Ili no Kalihi,	Kona,	Oahu,
Niau 1, . . .	Ili no Kalihi,	Kona,	Oahu,
Niau 2, . . .	Ili no Kalihi,	Kona,	Oahu,
Pohakea, . . .	Ili no Kailua,	Koolaupoko,	Oahu,
Waipakiki, . . .	Ili no Kailua,	Koolaupoko,	Oahu,
Kamakalepo, . . .	Ili no Kailua,	Koolaupoko,	Oahu,
Kohanaiki, . . .	Ili no Kailua,	Koolaupoko,	Oahu,
Pookea, . . .	Ili no Kailua,	Koolaupoko,	Oahu,
Malamalama, . . .	Ili no Kailua,	Koolaupoko,	Oahu,
Kuailima, . . .	Ili no Kailua,	Koolaupoko,	Oahu,
Kaioa, . . .	Ili no Kailua,	Koolaupoko,	Oahu,

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Waimaanuu,	Ili no Kailua,	Koolaupoko,	Oahu,
Maunawili,	Ili no Kailua,	Koolaupoko,	Oahu,
Puanea,	Ili no Kailua,	Koolaupoko,	Oahu,
Pohakea,	Ili no Kailua,	Koolaupoko,	Oahu,
Kalaheo,	Ili no Kailua,	Koolaupoko,	Oahu,
Kapaeli,	Ili no Kailua,	Koolaupoko,	Oahu,
Waiopihii,	Ili no Kailua,	Koolaupoko,	Oahu,
Kahoa,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kapakapa,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kaluaihakoko,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Manulele,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kaohia,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kaeleuli,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kaahee,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kaulu,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kaimi,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kapalai,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kaanokama,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kukanono,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kapaloa,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kulapuaa,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kalelekamani,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Paalae,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Manu,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kionaole,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Pohakupu 1,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Pohakupu 2,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kapia,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kalaepaa,	Ili no Kailua,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Puukaeo,	Ili no Kailua,	Koolaupoko,	Oahu,
Waiohaka,	Ili no Kaneohe,	Koolaupoko,	Oahu,
Waikapoki,	Ili no Kaneohe,	Koolaupoko,	Oahu,
Puiwa,	Ili no Kaneohe,	Koolaupoko,	Oahu,
Lilipuna,	Ili no Kaneohe,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kahuauli,	Ili no Kaneohe,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Wailele,	Ili no Kaneohe,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Punaluu,	Ili no Kaneohe,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Puawahakea,	Ili no Kaneohe,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Pakui,	Ili no Kaneohe,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Hooleinaiwa,	Ili no Kaneohe,	Koolaupoko,	Oahu,
Iolekaa,	Ili no Heeia,	Koolaupoko,	Oahu,
Luukoi,	Ili no Kahaluu,	Koolaupoko,	Oahu,
Waihee,	Ahupuaa i Waihee,	Koolaupoko,	Oahu,
Kapuna,	Ili no Waihee,	Koolaupoko,	Oahu,
Kihewa,	Ili no Waihee,	Koolaupoko,	Oahu,
Kaniaia,	Ili no Waihee,	Koolaupoko,	Oahu,
Keahupuolo,	Ili no Waihee,	Koolaupoko,	Oahu,
Mauinoni,	Ili no Waihee,	Koolaupoko,	Oahu,
Ainoni,	Ili no Waihee,	Koolaupoko,	Oahu,

NAMES OF LANDS.	AHUPUAA,	DISTRICTS.	ISLANDS.
$\frac{1}{2}$ Kaululoa, .	Ili no Waihee,	Koolaupoko,	Oahu,
Kaieie, .	Ili no Kaalaea,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Apuakuikui, .	Ili no Kaalaea,	Koolaupoko,	Oahu,
Makanilua, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Apua, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Kuaiomuku, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Kaaniu, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Kupapaulau, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Poea, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Kumupali, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Ii, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Poahamai, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Kapuakea, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Uwau, .	Ili no Waiahole,	Koolaupoko,	Oahu,
Waikane, .	Ahupuaa i Waikane,	Koolaupoko,	Oahu,
Kahalaa, .	Ili no Waikane,	Koolaupoko,	Oahu,
Kaiiki, .	Ili no Waikane,	Koolaupoko,	Oahu,
Pahalona, .	Ili no Hakipuu,	Koolaupoko,	Oahu,
Puukaluha, .	Ili no Hakipuu,	Koolaupoko,	Oahu,
Lupehu, .	Ili no Hakipuu,	Koolaupoko,	Oahu,
$\frac{1}{2}$ Kanohoanahopu,	Ili no Hakipuu,	Koolaupoko,	Oahu,
Kaaawa, .	Ahupuaa,	Koolauloa,	Oahu,
Makaua, .	Ahupuaa,	Koolauloa,	Oahu,
Waiono, .	Ahupuaa,	Koolauloa,	Oahu,
Puheemiki, .	Ahupuaa,	Koolauloa,	Oahu,
Kapano, .	Ahupuaa,	Koolauloa,	Oahu,
Kaipapau, .	Ahupuaa,	Koolauloa,	Oahu,
$\frac{1}{2}$ Keana, .	Ahupuaa,	Koolauloa,	Oahu,
Ulupehupehu,	Ahupuaa,	Koolauloa,	Oahu,
Oio 1, .	Ahupuaa,	Koolauloa,	Oahu,
Oio 2, .	Ahupuaa,	Koolauloa,	Oahu,
Hanakaoue, .	Ahupuaa,	Koolauloa,	Oahu,
Opana 1, .	Ahupuaa,	Koolauloa,	Oahu,
Opana 2, .	Ahupuaa,	Koolauloa,	Oahu,
$\frac{1}{2}$ Waimea, .	Ahupuaa,	Koolauloa,	Oahu,
Kamananui, .	Ahupuaa,	Waialua,	Oahu,
Mokuleia 1, .	Ahupuaa,	Waialua,	Oahu,
Mokuleia 2, .	Ahupuaa,	Waialua,	Oahu,
Kawaihapai, .	Ahupuaa,	Waialua,	Oahu,
Kealia, .	Ahupuaa,	Waialua,	Oahu,
Kaena, .	Ahupuaa,	Waialua,	Oahu,
$\frac{1}{2}$ Keawaula, .	Ahupuaa,	Waianaes,	Oahu,
$\frac{1}{2}$ Kahanahaiki,	Ahupuaa,	Waianaes,	Oahu,
Makua, .	Ahupuaa,	Waianaes,	Oahu,
$\frac{1}{2}$ Kalena, .	Ili no Waianaes,	Waianaes,	Oahu,
Ulemoku, .	Ili no Waikele,	Ewa,	Oahu,
Kaohai, .	Ili no Waikele,	Ewa,	Oahu,
Onio, .	Ili no Waikele,	Ewa,	Oahu,

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Kahakuohia,	Ili no Waikele,	Ewa,	Oahu,
Waikele,	Ili no Waikele,	Ewa,	Oahu,
Paiwa,	Ili no Waikele,	Ewa,	Oahu,
Kahaupuupuu,	Ili no Waikele,	Ewa,	Oahu,
Waipahu,	Ili no Waikele,	Ewa,	Oahu,
Ulumalu,	Ili no Waikele,	Ewa,	Oahu,
$\frac{1}{2}$ Auiole,	Ili no Waikele,	Ewa,	Oahu,
$\frac{1}{2}$ Kanupoo,	Ili no Waikele,	Ewa,	Oahu,
$\frac{1}{2}$ Honopue,	Ili no Waipio,	Ewa,	Oahu,
$\frac{1}{2}$ Ulu,	Ili no Waipio,	Ewa,	Oahu,
Mananauka,	Ili na Mananaiki,	Ewa,	Oahu,
Kalanihale,	Ili no Mananaiki,	Ewa,	Oahu,
Kai,	Ili no Mananaiki,	Ewa,	Oahu,
Lihue,	Ili no Manananui,	Ewa,	Oahu,
Kaihuokapuaa,	Ili no Waimano,	Ewa,	Oahu,
Kahapapa,	Ili no Waimano,	Ewa,	Oahu,
Pualehua,	Ili no Waimano,	Ewa,	Oahu,
Puukapu 1,	Ili no Waimano,	Ewa,	Oahu,
Puukapu 2,	Ili no Waimano,	Ewa,	Oahu,
$\frac{1}{2}$ Lopa,	Ili no Waimano,	Ewa,	Oahu,
Nalima,	Ili no Waiiau,	Ewa,	Oahu,
Naono,	Ili no Waiiau,	Ewa,	Oahu,
$\frac{1}{2}$ Kaluaolohe,	Ili no Waiiau,	Ewa,	Oahu,
Kahalaa,	Ili no Waimalu,	Ewa,	Oahu,
Kaumiumi,	Ili no Waimalu,	Ewa,	Oahu,
$\frac{1}{2}$ Pohakupu,	Ili no Waimalu,	Ewa,	Oahu,
$\frac{1}{2}$ Anana,	Ili no Waimalu,	Ewa,	Oahu,
$\frac{1}{2}$ Kahikiea,	Ili no Waimalu,	Ewa,	Oahu,
$\frac{1}{2}$ Kapaeli,	Ili no Kalauao,	Ewa,	Oahu,
$\frac{1}{2}$ Kauapoolei,	Ili no Kalauao,	Ewa,	Oahu,
$\frac{1}{2}$ Kauaopai,	Ili no Kalauao,	Ewa,	Oahu,
$\frac{1}{2}$ Kahawai,	Ili no Kalauao,	Ewa,	Oahu,
$\frac{1}{2}$ Kapuai,	Ili no Kalauao,	Ewa,	Oahu,
Maona,	Ili no Kalauao,	Ewa,	Oahu,
$\frac{1}{2}$ Kionawawana,	Ili no Kalihi,	Kona,	Oahu,
$\frac{1}{2}$ Kupehau,	Ili no Kalihi,	Kona,	Oahu,
$\frac{1}{2}$ Kalaepaa,	Ili no Kalihi,	Kona,	Oahu,
Kaluaopalena,	Ili no Kalihi,	Kona,	Oahu,
Keauhou,	Ili no Kalihi,	Kona,	Oahu,
$\frac{1}{2}$ Pawaa,	Ili no Waikiki,	Kona,	Oahu,
Kukuluaeo,	Ili no Waikiki,	Kona,	Oahu,
$\frac{1}{2}$ Kaalawai, <i>he kula wale no,</i>	Ili no Waikiki,	Kona,	Oahu,
Weliweli,	Ahupuaa,	Kona,	Kauai,
Koloa Hikina,	Ahupuaa,	Kona,	"
Koloa Komohana,	Ahupuaa,	Kona,	"
Wahiawa,	Ahupuaa,	Kona,	"
$\frac{1}{2}$ Punalau,	Ili no Hanapepe,	Kona,	"

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
$\frac{1}{2}$ Koula, . . .	Ili no Hanapepe,	Kona,	Kauai
Makaweli, . . .	Ahupuaa, Eia na ili a me na Moo, a me na Loi, no koa.	} Kona,	"
Honopu, . . .	Ahupuaa,		
Kalalau, . . .	Ahupuaa,	Napali,	"
Pohakuao, . . .	Ahupuaa,	Napali,	"
$\frac{1}{2}$ Honokoa, . . .	Ahupuaa,	Napali,	"
Hanakapiai, . . .	Ahupuaa,	Napali,	"
Waioli, . . .	Ahupuaa,	Halelea,	Kauai,
Kilauea, . . .	Ahupuaa,	Koolau,	Kauai,
Waiakalua Hikina,	Ahupuaa,	Koolau,	"
Pilaa, <i>kekahi aoao</i> ,	Ahupuaa,	Koolau,	"
Moloaa, . . .	Ahupuaa,	Koolau,	"
Papaa, . . .	Ahupuaa,	Koolau,	"
Aliomanu, . . .	Ahupuaa,	Koolau,	"
Homaikawaa, . . .	Ahupuaa,	Koolau,	"
Halaula, . . .	Ahunuaa,	Koolau,	"
Ulakiu, Ili no Kapaa,	Ahupuaa,	Puna,	Kauai,
Paikahawai, Ili no Kapaa,	Ahupuaa,	Puna,	"
$\frac{1}{2}$ Olohena, . . .	Ahupuaa,	Puna,	"
Kikiaola, . . .	Ili no Waimea,	Kona,	Hauai,
Niihau, . . .	Ka Mokupuni,	"	Niihau,
Pohueloa, . . .	Ahupuaa,	Niihau,	
Kaluahonu, . . .	Ahupuaa,	Niihau,	
Pauahula, . . .	Ahupuaa,	Niihau,	

Made over to the Chiefs and People, by our Sovereign Lord the King, and we do hereby declare those lands to be set apart as the lands of the Hawaiian Government, subject always to the rights of tenants. And we do hereby appoint the Minister of the Interior and his successors in office, to direct, superintend, and dispose of said lands, as provided in the Act to organize the Executive Departments, done and passed at the Council House in Honolulu, the 27th day of April, A. D., 1845 : Provided, however, that the Minister of the Interior and his successors in office shall have the power, upon the approval of the King in Privy Council, to dispose of the government lands to Hawaiian subjects, upon such other terms and conditions as to him and the King in Privy Council, may seem best for the promotion of agriculture, and the best interests of the Hawaiian Kingdom:

*And be it further enacted,* That, in accordance with ancient custom, the following land, viz :

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Kuwili, . . .	Ili no Honolulu,	Kona,	Oahu,
Kuhimana, . . .	Ili no Honolulu,	"	Oahu,
Hauhaukoi, . . .	Ili no Honolulu,	"	Oahu,

NAMES OF LANDS.	AHUPUAA.	DISTRICTS.	ISLANDS.
Aala, . . . . .	Ili no Honolulu,	"	Oahu,
Kuafiaula, . . . . .	Ili no Honolulu,	"	Oahu,
Laukalo, . . . . .	Ili no Honolulu,	"	Oahu,
Kunawai, . . . . .	Ili no Honolulu,	"	Oahu,
Kuaipaako, . . . . .	Ili no Honolulu,	"	Oahu,
Apowale, . . . . .	Ili no Honolulu,	"	Oahu,
Oloku, . . . . .	Ili no Honolulu,	"	Oahu,
Alewa, . . . . .	Ili no Honolulu,	"	Oahu,
Puunui 1, . . . . .	Ili no Honolulu,	"	Oahu,
Puunui 2, . . . . .	Ili no Honolulu,	"	Oahu,
Puunui 3, . . . . .	Ili no Honolulu,	"	Oahu,
Palikea, . . . . .	Ili no Honolulu,	"	Oahu,
Niupaipai, . . . . .	Ili no Honolulu,	"	Oahu,
Kaolu Kawanakoa, . . . . .	Ili no Honolulu,	"	Oahu,
Kahui, . . . . .	Ili no Honolulu,	"	Oahu,
Pouhuluhulu, . . . . .	Ili no Honolulu,	"	Oahu,
Kaukahoku, . . . . .	Ili no Honolulu,	"	Oahu,
Punanaakaa, . . . . .	Ili no Honolulu,	"	Oahu,
Puiwa, . . . . .	Ili no Honolulu,	"	Oahu,
Kahapaakai, . . . . .	Ili no Honolulu,	"	Oahu,
Kapalepo, . . . . .	Ili no Honolulu,	"	Oahu,
Olomana, . . . . .	Ili no Honolulu,	"	Oahu,
Kalokohonu, . . . . .	Ili no Honolulu,	"	Oahu,
Kaikahi, . . . . .	Ili no Honolulu,	"	Oahu,
Kapiwai 1, . . . . .	Ili no Honolulu,	"	Oahu,
Kapiwai 2, . . . . .	Ili no Honolulu,	"	Oahu,
Kaalaalalo, . . . . .	Ili no Honolulu,	"	Oahu,
Kaaleo, . . . . .	Ili no Honolulu,	"	Oahu,
Keonepanee, . . . . .	Ili no Kalihi,	"	Oahu,
Kaluaauau, . . . . .	Ili no Kalihi,	"	Oahu,
Kalia, . . . . .	Ili no Waikiki,	"	Oahu,
Kaluaolohe, . . . . .	Ili no Waikiki,	"	Oahu,
Haole, . . . . .	Ili no Waikiki,	"	Oahu,
Halelena, . . . . .	Ili no Waikiki,	"	Oahu,
Waihinalo, . . . . .	Ili no Waikiki,	"	Oahu,
Kumuulu, . . . . .	Ili no Waikiki,	"	Oahu,
Kahoiwai, . . . . .	Ili no Waikiki,	"	Oahu,
Kaluaalaea, . . . . .	Ili no Waikiki,	"	Oahu,
Waihi, . . . . .	Ili no Waikiki,	"	Oahu,
Hapuna, . . . . .	Ili no Waikiki,	"	Oahu,
Kaaumoa, . . . . .	Ili no Waikiki,	"	Oahu,
Waiaka, . . . . .	Ili no Waikiki,	"	Oahu,
Pahupahuapuaa, . . . . .	Ili no Waikiki,	"	Oahu,
Nukunukuaua 1, . . . . .	Ili no Waikiki,	"	Oahu,
Nukunukuaua 2, . . . . .	Ili no Waikiki,	"	Oahu,
Auaukai, . . . . .	Ili no Waikiki,	"	Oahu,
Pawaa, o <i>Maalo</i> , . . . . .	Ili no Waikiki,	"	Oahu,
Mookahi, . . . . .	Ili no Waikiki,	"	Oahu,
Kaluahole, . . . . .	Ili no Waikiki,	"	Oahu,

Shall be and the same are hereby set apart for the use of the Fort in Honolulu, to be cultivated by soldiers and other tenants under the direction of the Governor of Oahu, and his successors in office, native born Chiefs of the Hawaiian Islands, according to the instructions of the Minister of the Interior and his successors in office, approved by the King in Privy Council.

Done and passed at the Council House, in Honolulu, this 7th day of June, A. D., 1848.

KAMEHAMEHA.

KEONI ANA.

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**LANDS AGREED UPON BY THE MAHELE TO BELONG TO ALIIS AND  
CHIEFS, AND SURRENDERED BY THEM TO THE GOVERNMENT  
IN LIEU OF COMMUTATION DUE ON OTHER LANDS AWARD-  
ED TO THEM BY THE COMMISSIONERS TO QUIET LAND  
TITLES AND RETAINED BY THEM, SUCH RELEASE  
OF COMMUTATION BEING BY RESOLUTIONS OF  
THE PRIVY COUNCIL.**

Land	Surrendered By	Location	Island
Aapueo	A. Keohokalole	Kula	Maui
Ahuakaia	V. Kamamalu	Hana	Maui
Alaakua	A. Keohokalole	Kaupo	Maui
Alae	A. Keohokalole	Kula	Maui
Alio	M. Kekuaiwa	Lahaina	Maui
Auau	W. C. Lunalilo	Kohala	Hawaii
Auhaukeae	W. P. Leleiohoku	Kona	Hawaii
Awakee	N. Namaau	Kona	Hawaii
Awalua	W. P. Leleiohoku	Kohala	Hawaii
Awawaloa	M. Kekauonohi	Hilo	Hawaii
Halaula	A. Keohokalole	Kohala	Hawaii
Halehana	V. Kamamalu	Hana	Maui
Halelaau	W. P. Leleiohoku	Kailua	Hawaii
Halelena, Ili	W. C. Lunalilo	Waiehu	Maui
Halelua	N. Namaau	Hana	Maui
Halepohaku	W. P. Leleiohoku	Kailua	Hawaii
Hamaknapoko West (1/2)	W. P. Leleiohoku	Hamakuapoko	Maui
Hamoia	V. Kamamalu	Hana	Maui
Hanawana	W. P. Leleiohoku	Hamakua	Hawaii
Haou	V. Kamamalu	Hana	Maui
Hoewaa	V. Kamamalu	Hamakua	Hawaii
Honokalani	V. Kamamalu	Hana	Maui
Honopue	W. P. Leleiohoku	Kohala	Hawaii
Honopueo	W. P. Leleiohoku	Kohala	Hawaii
Hualele	M. Kekauonohi	Kaupo	Maui
Hukiaa	W. P. Leleiohoku	Kohala	Hawaii
Ihuula	V. Kamamalu	Hana	Maui
Iole, House Lot	W. P. Leleiohoku	Kohala	Hawaii
Iole, House Lot	W. P. Leleiohoku	Kohala	Hawaii
Kaeleku	V. Kamamalu	Hana	Maui
Kahauloanui	Chas. Kanaina	Kona	Hawaii
Kahelehiki 2	V. Kamamalu	Hana	Maui
Kahikinui	L. Kamehameha	Kahikinui	Maui
Kahuahookolo	M. Kekauonohi	Hilo	Hawaii
Kahuku	W. P. Leleiohoku	Kau	Hawaii
Kahuku	W. C. Lunalilo	Hilo	Hawaii
Kaiaula	M. Kekauonohi	Kaupo	Maui

Land	Surrendered By	Location	Island
Kailua 2	A. Keohokalole	Kula	Maui
Kaipuhao	A. Keohokalole	Kohala	Hawaii
Kaioula	A. Keohokalole	Kau	Hawaii
Kaiwiki	W. C. Lunalilo	Hilo	Hawaii
Kalamakapala	Chas. Kanaina	Kona	Hawaii
Kalapana	W. C. Lunalilo	Puna	Hawaii
Kaleoaihe	M. Kekauonohi	Kaupo	Maui
Kalepa	M. Kekauonohi	Kaupo	Maui
Kalihi	M. Kekauonohi	Kaupo	Maui
Kalokoeli	Chas. Kanaina	Waikiki	Oahu
Kamalomalo	W. C. Lunalilo	Puna	Hawaii
Kamanamana	R. Keelikolani	Kona	Hawaii
Kanahena	R. Keelikolani	Honuaula	Maui
Kanakau	A. Keohokalole	Kona	Hawaii
Kapaa	W. P. Leleiohoku	Kohala	Hawaii
Kapoino, Ili aina	W. C. Lunalilo	Waiehu	Maui
Kapulena	W. C. Lunalilo	Hamakua	Hawaii
Kauhuhuula	A. Keohokalole	Hana	Maui
Kaukuhalahala	V. Kamamalu	Hana	Maui
Kaumanu	V. Kamamalu	Hana	Maui
Kawaipapa	V. Kamamalu	Hana	Maui
Kawalua	V. Kamamalu	Hana	Maui
Kawela	V. Kamamalu	Hana	Maui
Keahakea	A. Keohokalole	Hamakua	Hawaii
Kealahewa	W. P. Leleiohoku	Kohala	Hawaii
Keokanui, Ili aina	W. C. Lunalilo	Waiehu	Maui
Keopuhikahi	W. C. Lunalilo	Kona	Hawaii
Kihapuhala	V. Kamamalu	Hana	Maui
Koae 1	W. C. Lunalilo	Puna	Hawaii
Koae 2	W. C. Lunalilo	Puna	Hawaii
Koakupuna	V. Kamamalu	Hana	Maui
Kou Ili aina	W. C. Lunalilo	Waiehu	Maui
Kukuiaea	A. Keohokalole	Kula	Maui
Kukuihaele	W. C. Lunalilo	Hamakua	Hawaii
Kukuiula	A. Keohokalole	Kipahulu	Maui
Kukuoolu 1	M. Kekauonohi	Kaupo	Maui
Kukuoolu 2	M. Kekauonohi	Kaupo	Maui
Kumukumu	W. C. Lunalilo	Koolau	Kauai
Laepuiki	W. C. Lunalilo	Puna	Hawaii
Laepaoo	W. C. Lunalilo	Puna	Hawaii
Mahana	W. C. Lunalilo	Lahaina	Maui
Makaea 3	V. Kamamalu	Hana	Maui
Makahakupa 2	A. Keohokalole	Kau	Hawaii
Makapuu	V. Kamamalu	Hana	Maui
Makehu	A. Keohokalole	Kula	Maui

Land	Surrendered By	Location	Island
Maumau	M. Kekauonohi	Hilo	Hawaii
Mikimiki	M. Kekauonohi	Kaupo	Maui
Moalii	V. Kamamalu	Lahaina	Maui
Moeauoa	N. Namauu	Kona	Hawaii
Mokuia 1	M. Kekauonohi	Kaupo	Maui
Mokuia 2	M. Kekauonohi	Kaupo	Maui
Mooiki	M. Kekauonohi	Kaupo	Maui
Muolea	V. Kamamalu	Hana	Maui
Nahua Kamalii	V. Kamamalu	Hana	Maui
Ninole	W. C. Lunalilo	Kau	Hawaii
Niumalu 5	V. Kamamalu	Hana	Maui
Omaopio 5	A. Keohokalole	Kula	Maui
Onouli	V. Kamamalu	Hana	Maui
Opea	R. Keelikolani	Hilo	Hawaii
Pahipa	W. P. Leleiohoku	Waimea	Hawaii
Pakakia 2	V. Kamamalu	Hana	Maui
Palemo 2	V. Kamamalu	Hana	Maui
Papaakoko	W. C. Lunalilo	Kona	Hawaii
Papaauhau	V. Kamamalu	Hana	Maui
Papahawahawa	V. Kamamalu	Hana	Maui
Papohaku 2	A. Keohokalole	Kau	Hawaii
Piapia	V. Kamamalu	Hana	Maui
Pohakanele	V. Kamamalu	Hana	Maui
Pohina	A. Keohokalole	Kau	Hawaii
Pohue 3	V. Kamamalu	Hana	Maui
Puako	W. P. Leleiohoku	Lahaina	Maui
Pualaea	M. Kekauonohi	Kaupo	Maui
Puekahi	V. Kamamalu	Hana	Maui
Pueokauiki	V. Kamamalu	Hana	Maui
Puhanui	A. Keohokalole	Kau	Hawaii
Pukalani 2	A. Keohokalole	Kula	Maui
Pukuilua	V. Kamamalu	Hana	Maui
Punahelu	M. Kekauonohi	Hilo	Hawaii
Puohai	N. Namauu	Hamakua	Hawaii
Puuiki	V. Kamamalu	Hana	Maui
Puumaile	W. P. Leleiohoku	Hamakualoa	Maui
Waiakoa	W. C. Lunalilo	Kula	Maui
Wainee	W. C. Lunalilo	Lahaina	Maui
Waiohole	M. Kekauonohi	Kaupo	Maui
Weha	N. Namauu	Hamakua	Hawaii
Weloka	M. Kekauonohi	Hilo	Hawaii
Wiliwili	A. Keohokalole	Kau	Hawaii

N<sup>o</sup> 950 ✓

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## ROYAL PATENT.

KAMEHAMEHA III., By the grace of God, King of the Hawaiian Islands, by this His Royal Patent, makes known unto all men, that he has for himself and his successors in office, this day granted and given, absolutely, in Fee Simple unto *Robert Robinson*, his faithful and loyally disposed subject for the consideration of *three hundred and nineteen dollars*, paid into the Royal Exchequer, all that certain piece of Land, situated at *Panalo* *Hanakua*, in the Island of *Hawaii*, and described as

follows:

Commencing at the N.W. angle of said lot in the middle of the ravine dividing this land from Paukii, and running S. 70° E. 100 feet to the bank of the ravine, thence along the Government road, towards Aamann S. 70° E. 735 feet, S. 74½° E. 494 feet, S. 75½° E. 503 feet, to the bank of the ravine on the east side of this land, thence S. 70° E. 105 feet to the middle of the ravine, thence along the boundary of Aamann up the east branch of the ravine S. 47° W. 140 feet, S. 3° E. 132 feet, S. 50° E. 355 feet, S. 9° W. 450 feet, S. 17½° W. 1448 feet, to a kukui tree, thence S. 10° W. 2300 feet to a stake on the top of a hill near an ancient ditch, thence N. 82° W. 3570 feet, across to the ravine which forms the Western boundary of this land, thence down the middle of said ravine, along the boundary of Nakaalaea and Paukii N. 20° E. 568 feet, N. 47° E. 748 feet, N. 12½° E. 300 feet, N. 12¾° W. 328 feet, N. 12¾° E. 455 feet, N. 22½° E. 466 feet, N. 41½° E. 415 feet, N. 15½° E. 370 feet, N. 52½° E. 370 feet, N. 28½° E. 800 feet, N. 31½° E. 615 feet to the point of commencement,

Reserving the rights of Natives, Servants,

*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

Containing 319 1/4 Acres, more or less :  
excepting and reserving to the Hawaiian Government, all mineral or metallic Mines of every description.  
To have and to hold the above granted Land in Fee Simple, unto the said Robert Robinson  
his Heirs and Assigns forever, subject to the taxes to be from time to time imposed  
by the Legislative Council equally, upon all landed Property held in Fee Simple.

In witness whereof, I have hereunto set my Hand, and caused the Great Seal of the  
Hawaiian Islands to be affixed, at Honolulu, this 26 day of  
October 1852.

*Signet* Kamohamoha

*Signet* Keehi ana

The phrase “subject always to the rights of tenants” was inserted in Royal Patents as “reserving the rights of native tenants.” It was an appurtenance to the lands conveyed that acknowledged the vested right of the native tenant class in the dominium. Native tenants who desired a fee-simple title to land and sought to divide their interest out of the dominium could approach the King, in his private capacity as Konohiki of Crown Lands, and any other Konohiki whenever natives “desire such division” as prescribed in the mahele rules 3 and 4,<sup>6</sup> or the Government through the Minister of the Interior.

According to the 1850 *Act Confirming Certain Resolutions of the King and Privy Council, passed on the 21st day of December, A.D. 1849, Granting to the Common People, Allodial Titles for Their Own Lands and House Lots, and Certain Other Privileges* (“1850 Act”), “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 from one to fifty acres, in fee simple, to such natives as may not be otherwise furnished with sufficient land, at a minimum price of fifty cents per acre.”<sup>7</sup>

In 1851, the Legislature amended the 1850 Act in order to ensure that native tenants enjoy the statutory benefits of their acquired fee-simple titles to their lands despite the “konohiki’s forbidding the tenant’s on the lands enjoying the benefits that have been by law given them.”<sup>8</sup> According to this statute:

When the landlords [konohiki’s] have taken allodial [fee-simple] titles to their lands, the people on each of their lands, shall not be deprived of the right to take firewood, house timber, aho cord, thatch, or ti leaf, from the land on which they live, for their own private use, but they shall not have a right to take such articles to sell for profit. The people shall also have a right to drinking water, and running water, and the right of way. The springs of water, running water, and roads shall be free to all, 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.<sup>9</sup>

Piscary rights were secured to the tenants who resided within the land units called *ahupua‘a* and *‘ili* that were Konohiki lands, which included the Crown Lands. Tenants within these land units had exclusive rights to the “fishing grounds, and where there happen to be no reefs, from the distance of one geographical mile seaward to the beach at low water mark.”<sup>10</sup> According to the

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<sup>6</sup> Sai, *Hawaiian Constitutional Governance*, 68-69.

<sup>7</sup> *An Act Confirming Certain Resolutions of the King and Privy Council, passed on the 21st day of December, A.D. 1849, Granting to the Common People, Allodial Titles for Their Own Lands and House Lots, and Certain Other Privileges* (1850).

<sup>8</sup> *An Act to Amend An Act Granting to the Common People, Allodial Titles for Their Own Lands and House Lots, and Certain Other Privileges* (1851).

<sup>9</sup> *Id.* This law was repealed in 1859, but this provision was re-enacted under section 1477 of the Civil Code of the Hawaiian Islands, Compiled Laws 481 (1884).

<sup>10</sup> Civil Code of the Hawaiian Islands, Compiled Laws §387 (1884).

Attorney General, “the fishing grounds from the coral reefs to the sea-beach are for the landlords [konohiki’s], and for the tenants of their several lands, but not for others.”<sup>11</sup>

The fishing grounds that extended from the outer edge of the reefs or from the distance of one geographical mile from all coasts of the islands came under the ownership of the Government and managed by the Minister of the Interior. Those fishing grounds that were both within and beyond the reefs or one geographical mile from low water mark, however, that were adjacent to Government lands were “forever granted to the people, for the free and equal use of all persons,”<sup>12</sup> irrespective of where the people resided. These fishing grounds were freely accessed by all persons throughout the islands regardless of what land unit they resided in.

At the time, aliens were prohibited from owning real estate in the kingdom, but this disability was repealed by the Legislature in 1850.<sup>13</sup> The lands conveyed by Royal Patents became private property, and the recipients of these lands were capable of conveying a portion or the whole of their lands by deeds duly recorded in the Bureau of Conveyances, by conveyance in a last will and testament, or an estate that was subject to heirship rights if the person died intestate.

*J. Hamauku*                      *To*                      *A. H. Loo Ngawki*  
*Stamped #8*                      *Deed*

This indenture made this 19<sup>th</sup> day of July 1883 between John Hamauku of Honolulu island of Oahu of the first part and A. H. Loo Ngawki of the same place of the second part, Witnesseth that the said party of the first part for and in consideration of the sum of Four Thousand Dollars (\$4000<sup>00</sup>) to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted bargained and sold (and by these presents does grant bargain and sell unto the said party of the second part and his heirs and assigns forever, all those certain pieces or parcels of land situate at Wai-kiele, Oahu, known as the ili aini'a o Ohua being the same premises described in Royal Patent No 5094 Kuleana helu 6545 and bounded as follows: Apana 1. Hoomaka ana make kiki Kom. Aki e pili ana me Paahas maka kiki muliwai a e holo ana

akau	85°	Hoik	3.00	Kaul pili ma kahawai o Kaupoo
Hema	83°	"	3.50	" " " Kapaehis
"	"	"	.50	"
"	36°	"	22.00	"
"	30°	"	7.00	"
"	64'	Kom.	4.50	" " aina o "
"	"	"	2.30	" " helu no Paahas
"	78°	"	3.00	" " Kahaupuu

<sup>11</sup> Attorney General R.H. Stanley, *Opinion regarding the right to take fish for one’s sustenance, and the privilege of taking fish for sale at profit; and the restrictions associated with the laws pertaining to those things of the fisheries and of the land* 3 (1874).

<sup>12</sup> Civil Code, §384.

<sup>13</sup> *An Act to Abolish the Disabilities of Aliens to Acquire and Convey Lands in Fee Simple* (1850).

Akai 80° Kom 2.00 kaul		Pohala
Kaua 55° " .60 "		"
Akai 84° " 1.50 "		"
Kaua 77° " 2.10 "		"
Akai 53° " 90 " pili		"
" 25° " 2.00 "		"
" 37° " 6.00 "	ahiki ika kiki onakai pili ana	Pou. hala + Paahao
" 24° Hiki 3.20 "		Paahao
" 4° Kom 9.00 "		"
" 426 "		"
" 15° Hiki .50 "		"
" 49° Kom 2.70 "		"
" 74° " 2.40 "		"
" 20° " 2.00 "		"

ahiki ika hoomaka ana 27<sup>3/100</sup> Eka. Ika eka ililo ika kuleana 2<sup>3/100</sup> eka. Kuhano Helu 890. 1<sup>1/100</sup> eka Kanu Helu 908. Koina iho 24<sup>7/100</sup> eka.

Apana 2 Loko o Maaha. Ili o Ohua. E hoomaka ma ke kiki Hiki okeia aina a e holo

Ak. 60° Kom 3.20 kaul pili ana me ko Kahapumpuu		
Kaua 85° " 7.00 " " " " " " " " " " " "		Pohala
" 43° " 70 " " " " " " " " " " " "		Kaaukua
" 30° Hiki 7.50 " " " " " " " " " " " "		"
" 40° " .50 " " " " " " " " " " " "		"
" 57° " 1.30 " " " " " " " " " " " "		"
Ak. 65° " .60 " " " " " " " " " " " "		Kulalamiki
" 33° " 8.15 " " " " " " " " " " " "		ahiki

ika hoomaka ana. He 5<sup>1/100</sup> Eka

Apana 3. Loko o Pohala ika Ili o Ohua. Hoomaka ma ke kiki Kou Kom a e holo ana

Ak 32° Kom 1.80 kaul e pili ana me Pohalanui		
" 27° Hiki 1.00 " " " " " " " " " " " "		"
" 64° " 4.00 " " " " " " " " " " " "		"
Kaua 38° " 2.00 " " " " " " " " " " " "		Paahao
" 50° Kom 1.00 " " " " " " " " " " " "		Kahapumpuu
" 61° " 4.00 " " " " " " " " " " " "		ahiki

ika hoomaka ana. He 1<sup>1/100</sup> eka and being a part of the premises conveyed to the party of the first part by deed of Hana Hoaleles of record in Ellers 54 on pages 430 & 431. together with all and singular the easements, tenements hereditaments and appertinances thereunto belonging or in any wise appertaining, and the reversion or reversions remainders or remainders, rents issues and profits thereof

and also all the estate, right, title interest, property, possession or demand whatsoever of him the said party of the first part, either at law or in equity of in and to the above described premises and every part and parcel thereof. To have and to hold the same unto the said party of the second part, his heirs and assigns forever. And I the said John Hamanuku for myself my heirs executors and administrators do hereby covenant to and with the said A. C. Loo Ngawk his heirs and assigns that I have good right and title to sell said premises that they are free from all encumbrances and that I and my heirs executors and administrators shall and will warrant and defend the granted premises against the claims and demands of all persons. And I Paalaa the wife of said John Hamanuku for the consideration aforesaid do hereby release and quit claim unto A. C. Loo Ngawk his heirs and assigns forever all my right or possibility of in or to down in the granted premises. In witness whereof the said party of the first part and his said wife have hereunto set their hands and seals the day and year first above written.

In presence of  
Cecil Brown

Jno. Hamanuku  
Paalaa

Oahu ss On this 19th day of July 1883 personally appeared before me John Hamanuku and Paalaa his wife known to me to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same freely and voluntarily and for the uses and purposes therein set forth. And the said Paalaa on an examination separate and apart from her husband acknowledged to me that she executed the same without fear compulsion or constraint from her said husband.  
Cecil Brown Agent to take acknowledgments Island of Oahu  
Recorded & compared this 19th day of July A.D. 1883 at 11 o'clock A.M.  
Malcolm Brown Deputy Registrar of Conveyances.

# Kanu & Wife's Lihue Plantation Co.

Stamped # 1. Not. Recd.

Ēke aniani na Kanaka apanu ma keia palapala.  
Owan o Kanu K. o Hulaia Kawai, no na dala maikai  
Ēha haneri (\$400.00) i loaa pono mai iloko o heu lima  
mai ka Lihue Plantation Company mai o Lihue  
Kawai. Kolaila na hoopaa heu ah i kōu mau wai-  
wai apanu. Penei ke ano a me kahi i waiho ai.  
1, Hookahi Kuleana ma Hulaia Kawai ma ka inoa  
o Kōu Kaimaana, Kumanana K. i make, nona ka  
Palapala Sila Kūi 3368. He ewalu pua Ripi me  
na Anans. he alua kaa me na hauhau apanu. O  
keia mau waiwai apanu kōu e hoopaa nei no na dala  
apanu i loaa pono mai iāu ma ke ano aie. Ewan  
pono aku no au ina dala Ēha haneri iloko o na mahina  
he Dwakalua kumamaha ia ka Lihue Plantation Com-  
pany, ina hōi e hoopaa oleia keia mau dala Ēha  
haneri i oleloia maluna; i ka pau ana o na mahina  
he Dwakalua kumamaha, alaila, o na waiwai a  
panu i oleloia ma keia palapala e lilo ia ka Lihue  
Plantation Company. Penei ka manawa hoopaa e ho-  
opaa ana nawai ka la 11 o Julai M. H. 1883, a hiki i  
ka la 12 o Julai M. H. 1885. Aha hōi ina au e hoopaa  
ana iloko o na manawa mahina Eono, alaila, e  
lilo i mea ole keia palapala, pūla no i ka pau ana  
o ka manawahi alua. A no ka oiaio o na mea apanu  
i oleloia ma keia palapala, ke kanu nei au i kōu inoa  
a hoopili pū i kanu sila i keia la 11 o Julai M. H. 1883.  
ma Lihue Kawai.

Ike maka, W. E. H. Deverill

Kanu

Owan o Malule (W) ka wahine mare o Kanu i oleloia  
maluna ke apono aku nei au i na olelo apanu o keia  
palapala.

Ike maka W. E. H. Deverill

Malule

I hereby agree with the Lihue Plantation Co. to draw  
word for them for the term of this mortgage in place  
of paying interest on the sum above named.

Witness W. E. H. Deverill

Kanu

Hawaiian Islands, Island of Kawai 13. On this 12<sup>th</sup> day  
of July A. D. 1883. personally appeared before me Kanu  
K. and his wife Malule, both to me well known to be the  
parties described in, and who executed the foregoing  
instrument and they both acknowledged to me that  
she executed the same for the uses and purposes therein set  
forth. And Malule on an examination separate and  
apart from her said husband, declared that she executed  
the same without fear ~~and~~ compulsion or constraint of  
her said husband. W. E. H. Deverill. Agent to take  
acknowledgement of Instruments for Island of Kawai.  
Recorded & Compared this 14<sup>th</sup> day of July A. D. 1883 at 9:50 o'clock A. M.  
Malcolm Brown Deputy Registrar of Conveyances.

Out of private lands arose certain benevolent trusts established by members of the nobility or ali'i class for the benefit of aboriginal Hawaiian subjects. These trusts required the appointments of successor trustees to be made by Hawaiian courts. The first such trust was established by the late King William Charles Lunalilo, by will, in 1871, whereby “three persons to be nominated and appointed by a majority of the Justices of the Supreme Court or the Court of the highest jurisdiction in these Hawaiian Islands.”<sup>14</sup> The Lunalilo estate established and maintained an elderly home for aboriginal Hawaiians.

The second trust was established by the late Bernice Pauahi Bishop, by will, in 1883, whereby “the number of my said trustees shall be kept at five; and that vacancies shall be filled by the choice of a majority of the Justices of the Supreme Court.”<sup>15</sup> The Bishop estate established and maintained a secondary school for the education of aboriginal Hawaiians called the Kamehameha Schools.

The third trust was established by the late Queen Lili'uokalani by deed of trust in 1909, whereby “a new trustee or trustees shall be appointed by the judge of a court of competent jurisdiction.” The provision of a “court of competent jurisdiction” was no doubt inserted in the deed of trust as a result of the unlawful overthrow of the Hawaiian government, which, by law, rendered all courts in the aftermath of the overthrow without competent jurisdiction. If the courts did have jurisdiction, there would be no doubt that the Queen would have followed her predecessors' wills and identified the Supreme Court as the court to appoint trustees.

Included among private lands were the royal domain of the reigning monarch called Crown Lands. “Under [the act of 7th June, 1848],” the Supreme Court explained, “[Crown Lands] descend in fee, the inheritance being limited however to the successors to the throne, and each successive possessor may regulate and dispose of the same according to his will and pleasure, as private property, in like manner as was done by Kamehameha III.”<sup>16</sup>

In 1865, King Kamehameha V called upon the Legislature to assist in relieving his lands of mortgage liens placed upon the royal domain by his predecessors. This led to the passage of an *Act to relieve the Royal Domain from Encumbrances and to render the same Inalienable* (“Crown Land Act”),<sup>17</sup> which authorized the Minister of the Interior “to issue Exchequer Bonds...to be used to extinguish those mortgages which may remain unsatisfied.”<sup>18</sup> The Legislature also declared Crown Lands to be, thereafter, inalienable and established Crown Land Commissioners empowered “to make good and valid leases of [Crown Lands] for any number of years not

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<sup>14</sup> Article Third, Will of William Charles Lunalilo, King of the Hawaiian Islands, deceased, dated 7 June 1871.

<sup>15</sup> Article Fourteenth, Will of Bernice Pauahi Bishop, deceased, dated 31 October 1883.

<sup>16</sup> *In re Estate of His Majesty Kamehameha IV, late deceased*, 2 Haw. 715, 725 (1864).

<sup>17</sup> *An Act to relieve the Royal Domain from Encumbrances and to render the same Inalienable* (1865), Civil Code of the Hawaiian Islands 523 (1884).

<sup>18</sup> *Id.*

exceeding thirty”<sup>19</sup> for the benefit of the reigning monarch who was vested with the title. Crown Lands comprised 915,000 acres, which is one-quarter of the entire territory of the Hawaiian Kingdom, and from its leases in 1893 brought in a yearly income of \$50,000.00.<sup>20</sup>

When the Hawaiian government was unlawfully overthrown on 17 January 1893 by “an act of war, committed with the participation of a diplomatic representative of the United States and without authority of Congress,”<sup>21</sup> conveyances of real estate were incapable of transferring ownership because the Bureau of Conveyances came under the control of insurgents calling themselves the provisional government, whom, President Cleveland concluded, was “neither a government *de facto* nor *de jure*.”<sup>22</sup> As a result, courts, thereafter, were not lawfully competent to preside over probates, whether a person died testate or intestate, and the Supreme Court was no longer competent to appoint successor trustees to the aforementioned Lunalilo and Bishop estates.

Faced with the reality that a pretended government had been operating for 11 months, the President sought to restore the Queen upon certain conditions. In a dispatch dated 18 October 1893 from U.S. Secretary of State Walter Gresham to Minister Albert Willis:

On your arrival at Honolulu you will take advantage of an early opportunity to inform the Queen of this determination [that the movement against the Queen, if not instigated, was encouraged and supported by the representative of this Government at Honolulu], making known to her the President’s sincere regret that the reprehensible conduct of the American minister and the unauthorized presence on land of a military force of the United States obliged her to surrender her sovereignty, for the time being, and rely on the justice of this Government to undo the flagrant wrong.

You will, however, at the same time inform the Queen that, when reinstated, the President expects that she will pursue a magnanimous course by granting full amnesty to all who participated in the movement against her, including persons who are, or have been, officially or otherwise, connected with the Provisional Government, depriving them of no right or privilege which they enjoyed before the so-called revolution. All obligations created by the Provisional Government in due course of administration should be assumed.<sup>23</sup>

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<sup>19</sup> *Id.*, 524.

<sup>20</sup> An inflation calculator would compute \$50,000.00 to \$1,440,378.19 in 2019.

<sup>21</sup> United States House of Representatives, 53rd Congress, Executive Documents on Affairs in Hawai‘i: 1894-95, 456 (1895).

<sup>22</sup> *Id.*, 453.

<sup>23</sup> *Id.*, 464.

On 18 December 1893, the Queen consented to the President's conditions for restoration, through exchange of notes,<sup>24</sup> but the President failed to carry out his obligation to restore the Queen as the Executive Monarch and, therefore, the insurgents remained fugitives. The President's failure to restore the Queen allowed its proxy to continue to wield despotic power throughout the realm. In a petition to the President, dated 27 December 1893, by the officers of the Hawaiian Patriotic League that represented 8,000 legal voters in the Kingdom, they presented an accurate picture of the Provisional Government from the people's perspective. The petition read:

The Provisional Government, its leaders, and their defenders claim abroad to represent the Hawaiian nation. This we most *emphatically deny*; they represent only a clique bent upon oppressing the masses, they are only a fractional portion of the population, wealth, intelligence, and civilization of Hawaii, and even a fraction only of the American colony, and the fact of their being among the usurpers some men of intelligence and capital makes their conduct only more odious, because in direct violation of those American principles for which Americans have repeatedly shed their blood, viz, the government of the people, by the people, and for the people, and the rule of the majority. The presence of men of intelligence and capital among the usurpers only shows that even in those classes there can be found depraved men and moral criminals. We assert that any trial at the ballot box would show that the native Hawaiians and the rapidly increasing class of halfwhites, both claiming to be the equal in intelligence of any electorate in the United States, are virtually, as a unit, "Royalists" and opposed to the same and are avowed sympathizers of the monarchy. And we solemnly declare that unless crushed by force, as old Poland was, the Hawaiian people will never be conciliated to the present misrule. This the P. G. so well know that they have persistently refused to have their tenure of power legalized and ratified by public vote, even on a restricted basis of property qualification; and ever since Mr. Stevens's *coup de main* to maintain themselves in power they have depended, as proved by their military display, not on the sympathies, confidence, and good will of the people, but on the force of alien bayonets and Draconian laws. How can they have the insolence to call themselves "the people" when they exist solely as a military despotism and oligarchy, which defies all public opinion and constitutional ideas? They are common pirates, and cling to their ill-gotten power as freebooters.<sup>25</sup>

President Cleveland referred to members of the provisional government and their supporters as insurgents, which was the reason he sought the Queen's consent to grant amnesty after being restored, which she was not. The President also concluded that the "provisional government owes its existence to an armed invasion by the United States."<sup>26</sup>

Without being lawfully seized of public lands, the insurgency began to sell government lands in order to procure revenues and maintain itself as a pretended government. Its first Royal Patent

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<sup>24</sup> *Id.*, 1269.

<sup>25</sup> *Id.*, 1296.

<sup>26</sup> *Id.*, 454.

purporting to have conveyed 38.20 acres to W.H. Cornwell for \$180.00 was signed on 3 February 1893 and numbered 3630.

William H. Cornwell served in the Cabinet of Queen Lili'uokalani as Minister of Finance and signed the conditional surrender on 17 January 1893 along with the Queen and the other members of the Cabinet.

I, Liliuokalani, by the grace of God and under the constitution of the Hawaiian Kingdom, Queen, do hereby solemnly protest against any and all acts done against myself and the constitutional Government of the Hawaiian Kingdom by certain persons claiming to have established a provisional government of and for this Kingdom.

That I yield to the superior force of the United States of America, whose minister plenipotentiary, His Excellency John L. Stevens, has caused United States troops to be landed at Honolulu and declared that he would support the said provisional government.

Now, to avoid any collision of armed forces and perhaps the loss of life, I do, under this protest, and impelled by said force, yield my authority until such time as the Government of the United States shall, upon the facts being presented to it, undo the action of its representatives and reinstate me in the authority which I claim as the constitutional sovereign of the Hawaiian Islands.

Done at Honolulu this 17th day of January, A. D. 1893.

LILIUOKALANI, R.  
SAMUEL PARKER,  
*Minister of Foreign Affairs.*  
WM. H. CORNWELL,  
*Minister of Finance.*  
JNO. F. COLBUEN,  
*Minister of the Interior.*  
A. P. PETERSON,  
*Attorney-General.*

# ROYAL PATENT.

## GRANT.

Samford B Dole, President of the Provisional Government  
~~Limokalani, By the Grace of God, Queen of the Hawaiian Islands:~~

By this ~~Her~~ <sup>She</sup> Royal Patent makes known to all men, that ~~She~~ <sup>He</sup> hath for herself, her heirs and successors, this day granted and given unto

— W. H. Cornwell. —

for the consideration of One hundred <sup>and</sup> Eighty (180<sup>2</sup>) Dollars —  
 paid into the Royal Exchequer, all that piece of Land situate at  
 — Laula, Holoaloe, North Kona, — in the Island of  
 — Hawaii — and described as follows:

Beginning at a point on Great Wall, being North corner of Grant 1855 to Leleo, whence it is N. 51° 22' W. 6218.6 ft to Mahelo Trig Station and running as follows:

- N. 62° 32' E. true 3634.6 ft. along Holoaloe. 1<sup>2</sup>
- N. 47° 59' E. " 795.0 " " the same
- N. 46° 53' E " 332.5 " " "
- N. 47° 3' E " 261.5 " " "
- N. 66° 20' E " 111.2 " " "
- N. 70° 28' E " 478.0 " " "
- S. 79° 38' E " 109.0 " " to west corner of Grant 1592, Kealahou,
- S. 7° 8' E " 429.0 " " Grant 1592, Kealahou,
- S. 49° 51' N. " 338.0 " " Ili of Laula 2.
- S. 61° 5' N " 371.0 " " the same.
- S. 58° 2' N. " 373.0 " " "
- S. 74° 30' N " 312.5 " " "
- S. 61° 6' N " 2303.3 " " "
- S. 62° 55' N. " 420.0 " " "
- S. 72° 13' N. " 179.9 " " "
- S. 71° 8' N " 529.7 " " "
- S. 57° 28' N. " 701.7 " " to corner of Grant 1855 Leleo on Great Wall.

N. 30° 54' N " 202.6 ft. along Grant 1855 Leleo to initial point and containing an

— area of 38 <sup>20</sup> Acres. —



Containing \_\_\_\_\_  $35 \frac{20}{100}$  \_\_\_\_\_ Acres  
more or less; excepting and reserving to the Hawaiian Government all  
mineral or metallic mines of every description.

To Have and to Hold the above granted Land in Fee Simple, unto the  
said W. H. Cornwell — his — Heirs and Assigns forever.

My hand.  
Witness ~~Ourself~~ at Honolulu, this 3  
day of February 1893, in the Second  
year of Our Reign.

BY THE <sup>President</sup> QUEEN:

<sup>189</sup> /s/ Sanford B. Dole  
President of the Provisional Government  
of the Hawaiian Islands.  
Liliuokalani

The Minister of the Interior,

<sup>189</sup> /s/ J. A. King.

In the agreement of restoration of 18 December 1893, the Queen “solemnly pledge[d] [herself] and [her] Government, if restored, to assume all the obligations created by the Provisional Government, in the proper course of administration.”<sup>27</sup> The operative words are “if restored.” The Queen, however, was not restored, and, therefore, Royal Patent no. 3630 is evidence of forgery and not a conveyance done “in the proper course of administration.” According to the forgery statute of the Hawaiian Penal Code:

5. In order to constitute forgery, the writing must, as made or altered, purport to be the writing of another party than the person making or altering the same; except in the case of an alteration by the maker of a writing, in which others have a property or direct interest.

6. It is not necessary, in order to constitute a forgery, that there should really be any such other person or party as the writing purports. For example, the drawing a bill of exchange in the name of a fictitious person is as much a forgery as if it had been made in the name of one who was known to exist, and to whom credit was due.

...

9. Whoever is guilty of the forgery of any deed of conveyance, lease, promissory note, bill of exchange, due bill, check, order or request to pay money, or other writing whatever, to the amount, or involving or affecting the amount, or value of one hundred dollars or more, shall be punished by imprisonment at hard labor not more than ten years, and by fine not exceeding five hundred dollars.<sup>28</sup>

Cornwell also committed the high crime of treason. As a member of the Queen’s Cabinet, Cornwell was held to a higher standard and he could not claim that members of the provisional government were lawful and were not enemies of the kingdom. According to section 1, “Treason is hereby defined to be any plotting or attempt to dethrone the [Queen]...or the adhering to the enemies thereof.”<sup>29</sup> His payment of \$180.00 to the Provisional Government would have fulfilled the element of the high crime of “adhering to the enemies.”

As to all recipients of these grants, whether treasonous or not, their claims were voided by the sharp edges of the legal maxims *qui non habet ille non dat*—he who has nothing to give, gives nothing,<sup>30</sup> and *nemo potest plus juris ad alium transferre quam ipse habet*—no one can transfer a greater right to another than he himself has.<sup>31</sup> If the grantor had nothing to convey, the grantee has nothing to claim. In *Penncock v. Coe*, Justice Nelson of the United States Supreme Court addressed these maxims by stating, “[i]t may at once, therefore, be admitted, whenever a party undertakes,

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<sup>27</sup> *Id.*, 1269.

<sup>28</sup> Hawaiian Penal Code, Chapter XXX—Forgery, 69 (1869).

<sup>29</sup> *Id.*, Chapter VI—Treason, section 1, 8.

<sup>30</sup> Black’s Law Dictionary, 1250 (1990).

<sup>31</sup> *Id.*, 1038.

by deed or mortgage, to grant property, real or personal, *in praesenti*, which does not belong to him or has no existence, the deed or mortgage, as the case may be, is inoperative and void.”<sup>32</sup>

On 3 July 1894, the insurgency changed its name to the so-called Republic of Hawai‘i and continued as a fictitious government that was self-declared.<sup>33</sup> In her protest against the formation of the Republic of Hawai‘i, the Queen notified U.S. Minister Willis that since the President’s findings, the

provisional government has continued to exercise the functions of government in this Kingdom to the present date, and that its course, from the time of its inception to the present, has been marked by a succession of arbitrary, illiberal and despotic acts, and by the enactment and enforcement of pretended “laws” subversive of the first principles of free government and utterly at variance with the traditions, history, habits and wishes of the Hawaiian people.<sup>34</sup>

In its so-called constitution, the insurgents unilaterally seized control of the Crown Lands by declaring:

That portion of the public domain heretofore known as Crown Lands is hereby declared to have been heretofore, and now to be, the property of the Hawaiian Government, and to be now free and clear from any trust of or concerning the same, and from all claim of any nature whatsoever, upon the rents, issues and profits thereof. It shall be subject to alienation and other uses as may be provided by law. All valid leases thereof now in existence are hereby confirmed.

After 1894, Crown Lands, along with Government lands, were unlawfully sold by the Republic of Hawai‘i under Royal Patents in violation of the Crown Land Act of 1865 that rendered these lands inalienable, and in violation of the aforementioned forgery statute. Recipients of these Crown Lands, like Government lands, could claim no more right to the land than what the grantor could grant. The title to Crown Lands was vested in the Queen at the time, not a pretended government, and after her passing title would descend to the successor of the throne.

The Queen’s statement in 1898 regarding Crown Lands stood as relevant then as it does now. She stated, “it would still be true that no intelligent lawyer would invest the money of his client in a tract of hereditary crown land unless the living representatives were to join in the deed.”<sup>35</sup> The

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<sup>32</sup> *Penncock v. Coe*, 64 U.S. 117, 128 (1859).

<sup>33</sup> See *Joint Resolution to acknowledge the 100<sup>th</sup> anniversary of the January 17, 1893 overthrow of the Kingdom of Hawaii, and to offer an apology to Native Hawaiians on behalf of the United States for the overthrow of the Kingdom of Hawaii*, 107 Stat. 1510, 1512 (1993), “Whereas, through the Newlands Resolution, the self-declared Republic of Hawaii ceded sovereignty over the Hawaiian Islands to the United States.”

<sup>34</sup> Protest of Queen Lili‘uokalani against the formation of the Republic of Hawai‘i (20 June 1894) (online at: [https://hawaiiankingdom.org/protest\\_1894\\_queen\\_us.shtml](https://hawaiiankingdom.org/protest_1894_queen_us.shtml)).

<sup>35</sup> Lili‘uokalani, *Hawaii’s Story by Hawaii’s Queen*, 360 (1898).

Council of Regency, established by proclamation on 28 February 1997, is the provisional successor of the throne,<sup>36</sup> and, therefore, is provisionally vested with the title to Crown Lands.

When the Crown Lands were claimed by the United States under its internal legislation called a joint resolution of annexation on 7 July 1898,<sup>37</sup> the Queen filed another protest on 19 December 1898. The protest stated:

I, Liliuokalani of Hawaii, named heir apparent on the 10th day of April, 1877, and proclaimed Queen of the Hawaiian Islands on the 29th day of January, 1891, do hereby protest against the assertion of ownership by the United States of America of the so-called Hawaiian Crown Lands amounting to about one million acres and which are my property, and I especially protest against such assertion of ownership as a taking of property without due process of law and without just or other compensation.

Notwithstanding the protest of the Queen, the Congress enacted another internal legislation in 1900 changing the name of the Republic of Hawai‘i to the Territory of Hawai‘i called *An Act to Provide a Government for the Territory of Hawai‘i* (“Organic Act”).<sup>38</sup> According to §1 of the Organic Act, “the phrase ‘laws of Hawaii,’ as used in this Act without qualifying words, shall mean the constitution and laws of the Republic of Hawaii.”<sup>39</sup> The Organic Act also established a Commissioner of public lands that would continue to convey Government and Crown Lands as “‘land patents’ [that were] substituted for ‘royal patents.’”<sup>40</sup>

In 1959, the Congress changed the name of the Territory of Hawai‘i to the State of Hawai‘i by internal legislation called *An Act to Provide for the Admission of the State of Hawaii into the Union* (“Statehood Act”).<sup>41</sup> According to §5(a) of the Statehood Act, “the State of Hawaii and its political subdivisions, as the case may be, shall succeed to the title of the Territory of Hawaii and its subdivisions in those lands and other properties in which the Territory and its subdivisions now hold title.”<sup>42</sup> §5(d) claimed that Government and Crown Lands “set aside by Act of Congress or by Executive order of the President, made pursuant to law, for the use of the United States, and the lands or property so set aside shall...be the property of the United States.”<sup>43</sup> These lands

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<sup>36</sup> Federico Lenzerini, *Legal Opinion on the Authority of the Council of Regency of the Hawaiian Kingdom* (24 May 2020) (online at: [https://hawaiiankingdom.org/pdf/Legal\\_Opinion\\_Re\\_Authority\\_of\\_Regency\\_Lenzerini.pdf](https://hawaiiankingdom.org/pdf/Legal_Opinion_Re_Authority_of_Regency_Lenzerini.pdf)).

<sup>37</sup> *Joint Resolution To provide for annexing the Hawaiian Islands to the United States*, 30 U.S. 750 (1898). The joint resolution purported that “the Government of the Republic of Hawaii having, in due form, signified its consent, in the manner provided by its constitution, to cede absolutely and without reserve to the United States of America all rights of sovereignty of whatsoever kind in and over the Hawaiian Islands and their dependencies, and also to cede and transfer to the United States the absolute fee and ownership of all public, Government, or Crown lands.”

<sup>38</sup> *An Act to Provide a Government for the Territory of Hawaii*, 31 Stat. 141 (1900).

<sup>39</sup> *Id.*

<sup>40</sup> *Id.*, 155.

<sup>41</sup> *An Act to Provide for the Admission of the State of Hawaii into the Union*, 73 Stat. 4 (1959).

<sup>42</sup> *Id.*, 5.

<sup>43</sup> *Id.*

included military installations. Like the Territory of Hawai‘i, the State of Hawai‘i continued to unlawfully sell Government and Crown Lands by “Land Patents.”

On 21 August 2013, “the acting Council of Regency of the Hawaiian Kingdom, serving in the absence of the Monarch and temporarily exercising the Royal Power of the Kingdom” proclaimed:

1. The laws are obligatory upon all persons, whether subjects of this kingdom, or citizens or subjects of any foreign State, while within the limits of this kingdom, except so far as exception is made by the laws of nations in respect to Ambassadors or others. The property of all such persons, while such property is within the territorial jurisdiction of this kingdom, is also subject to the laws (§6, Civil Code). The Hawaiian Civil Code, Penal Code and the 1884 and 1886 Session Laws can be accessed online at <http://hawaiiankingdom.org/constitutional-history.shtml>.
2. The acting government of the Hawaiian Kingdom reclaims its sovereignty over all property within the territorial jurisdiction of this kingdom by virtue of its special customary right to represent the Hawaiian State during an illegal and prolonged occupation by the United States of America.
3. As a result of Hawaiian law not being complied with since January 17, 1893, all titles to real estate within the territorial jurisdiction of this kingdom are invalid and void for want of a competent notary public and registrar for the Bureau of Conveyances (§1249, §1254, §1255, §1262, §1263, Civil Code). Remedy for those defects will take place in accordance with Hawaiian Kingdom law and the international law of occupation.<sup>44</sup>

When the legislative function is exercised by the Council of Regency, through its proclamations, it “is subjected to the condition of not undermining the rights and interests of the civilian population,”<sup>45</sup> and, therefore, “may be considered applicable to local people, unless such applicability is explicitly refuted by the occupying authority.”<sup>46</sup> “In this regard” states Professor Lenzerini, “it is reasonable to assume that the occupying power should not deny the applicability of the...proclamations [of the Council of Regency] when they do not undermine, or significantly interfere with the exercise of, its authority.”<sup>47</sup> The aforementioned proclamation does not undermine or interfere with the authority of the occupying power but is rather declaratory of existing Hawaiian law.

In its proclamation of 10 October 2014, the Council of Regency declared that it was prepared to acknowledge acts “regulating the conveyance and transfer of property, real and personal,” since

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<sup>44</sup> Council of Regency, Proclamation Reclaiming Sovereignty and Titles to Real Estate in the Hawaiian Islands Invalid (21 August 2013) (online at: [https://hawaiiankingdom.org/pdf/Proc\\_Reclaiming\\_Sovereignty.pdf](https://hawaiiankingdom.org/pdf/Proc_Reclaiming_Sovereignty.pdf)).

<sup>45</sup> Lenzerini opinion, para. 12.

<sup>46</sup> *Id.*

<sup>47</sup> *Id.*

the revolution of 1887 as valid, but it is contingent on the State of Hawai‘i and its Counties, being recognized by the Council of Regency as the administrating power of the Occupying State,<sup>48</sup> to transform itself into a Military Government.

Currently, the State of Hawai‘i has not transformed itself into a Military Government. Furthermore, the 2014 proclamation recognizing acts “regulating the conveyance and transfer of property, real and personal,” only applies to conveyances of real property that stem from private properties, excepting Crown Lands, that were valid before 17 January 1893. This provision of the proclamation does not include conveyances that stem from Government or Crown Lands unlawfully conveyed by Royal Patents or Land Patents since 3 February 1893. Title to Government lands are vested in the Government of the Hawaiian Kingdom, and title to Crown Lands are provisionally vested in the Council of Regency, being the successor to the throne,<sup>49</sup> subject to the provisions of the 1865 Crown Land Act and the rights of native tenants.

In the current state of affairs, the State of Hawai‘i has not issued a proclamation, according to United States practice, announcing that it has transformed itself into a Military Government. Rather, it remains a “puppet government” or proxy of the United States that continues to commit the war crime of *usurpation of sovereignty* by unlawfully imposing or applying “legislative or administrative measures of the occupying power going beyond those required by what is necessary for military purposes of the occupation.”<sup>50</sup>

Therefore, all Royal Patents or Land Patents issued since 3 February 1893, and all deeds, mortgages and leases recorded in the Bureau of Conveyances since 17 January 1893 are “inoperative and void” for the reasons aforementioned. Private ownership of real property recorded in the Bureau of Conveyances prior to 17 January 1893 and remain in these estates to date are valid. However, conveyances made by these estates after 17 January 1893 are “inoperative and void” for the reasons aforementioned.

#### REMEDIAL PRESCRIPTIONS

In line with the Council of Regency’s position of providing legal remedies to innocent victims of the United States prolonged occupation, the Regency is prepared to issue Royal Patents for those

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<sup>48</sup> Council of Regency, Proclamation Recognizing the State of Hawai‘i and its Counties (3 June 2019) (online at: [https://hawaiiankingdom.org/pdf/Proc\\_Recognizing\\_State\\_of\\_HI.pdf](https://hawaiiankingdom.org/pdf/Proc_Recognizing_State_of_HI.pdf)).

<sup>49</sup> Royal Commission of Inquiry, *Preliminary Report—The Authority of the Council of Regency of the Hawaiian Kingdom* (27 May 2020) (online at [https://hawaiiankingdom.org/pdf/RCI\\_Preliminary\\_Report\\_Regency\\_Authority.pdf](https://hawaiiankingdom.org/pdf/RCI_Preliminary_Report_Regency_Authority.pdf)).

<sup>50</sup> William Schabas, “War Crimes Related to the United States Belligerent Occupation of the Hawaiian Kingdom”, in David Keanu Sai (ed.), *The Royal Commission of Inquiry: Investigating War Crimes and Human Rights Violations in the Hawaiian Kingdom* 155-157, 167 (2020) (online at [https://hawaiiankingdom.org/pdf/Hawaiian\\_Royal\\_Commission\\_of\\_Inquiry\\_\(2020\).pdf](https://hawaiiankingdom.org/pdf/Hawaiian_Royal_Commission_of_Inquiry_(2020).pdf)).

claimants that derived their titles from Government lands since 3 February 1893 by either forged Royal Patents or Land Patents in accordance with Hawaiian Kingdom laws.

The Council of Regency, as the provisional successor to the throne and provisionally vested with the title to Crown Lands, is also prepared to issue not more than thirty-year leases for those claimants that derived their titles from Crown Lands since 3 July 1894 by either forged Royal Patents or Land Patents in accordance with the 1865 Crown Land Act and the rights of native tenants. If the claimants residing on Crown Lands are aboriginal Hawaiian subjects, they are able to acquire a fee-simple title in accordance with mahele rule 4 that provides, “tenants of His Majesty’s private lands, shall be entitled to a fee-simple title,”<sup>51</sup> because of their vested right as a member of the native tenant class.

Those claimants that derived their titles from private property owners whose titles were recorded in the Bureau of Conveyances before 17 January 1893 will be lawfully seized of the ownership once the State of Hawai‘i transforms itself into a Military Government and announces by proclamation that it will enforce the Council of Regency’s 10 October 2014 proclamation of provisional laws that acknowledges acts “regulating the conveyance and transfer of property, real and personal,” since the revolution of 1887.

Claimants are prevented from acquiring possession of lands by adverse possession, whose proceedings are provided for by the 1870 *An Act Limiting the time within which Actions may be brought to Recover Possession of Land*, because there exist no courts of competent jurisdiction since 17 January 1893 to file an action. Any adverse possession claimed after 17 January 1893 has no legal effect. Furthermore, claimants who reside on Government lands cannot file an action under this statute in a court of competent jurisdiction without the government’s consent. Claimants who reside on Crown Lands are trespassers until they receive a leasehold title from the Council of Regency, who by law, represents the successor to the throne.

In the meantime, victims of “inoperable and void” deeds and mortgages may find relief in title insurance policies purchased at escrow for protection of both the lender and the owner of the real property. According to *First American Title Insurance Company*,

When you buy title insurance for your property, a title company searches these records to find—and remedy, if possible—several types of ownership issues. First, the title company searches public records to determine the property's ownership status. After this search, the underwriter will determine the insurability of the title.

Even the most skilled title professionals may not find all problems associated with a property, though. Some risks, such as title issues due to filing errors, forgeries, or

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<sup>51</sup> Sai, *Hawaiian Constitutional Governance*, 69.

undisclosed heirs, are difficult to identify. So after the title company finishes its searching, it also provides a title insurance policy that will help protect you from a variety of issues that might be uncovered later.

If you take out a mortgage loan when you buy your property, your lender will require a loan policy of title insurance. This protects the lender's interest in your property until your loan is paid off or refinanced.

On the other hand, an owner's policy of title insurance insures your ownership rights to the property. Even though you'll pay for this policy only once, your coverage will last as long as you own your home.<sup>52</sup>

Owners and lenders will need to follow the provisions of their policies as to how to file an insurance claim to cover losses incurred. Covered risks in title insurance policies, which are herein attached, include:

- (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
- (ii) failure of any person or Entity to have authorized a transfer or conveyance;
- (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
- (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
- (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
- (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law;
- (vii) a defective judicial or administrative proceeding.

In this time of pandemic, and the economic uncertainties that it has caused, victims with mortgage payments can seek relief from their debt by notifying their lenders to file insurance claims under the policies that the lenders required the borrower to purchase for the lender's protection should the mortgage be void. Because lenders policies of title insurance only cover the debt owed to the lender, the insurance coverage is reducing with each monthly payment made by the borrower. The borrowers will save their money that would otherwise be used to pay the monthly installments by having their insurance policies they purchased to cover the remaining debt owed to their lender. The coverage under an owner's policy of title insurance covers the appraised value of the property at the time the insurance policy was purchased.

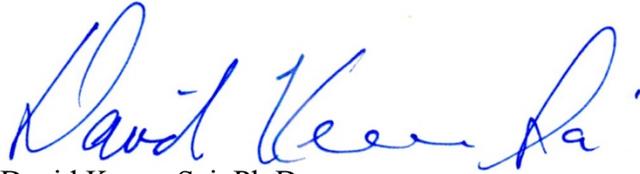
Both policies require the insured, whether the owner or the lender, to promptly notify the insurance company when the insured has been made aware of a void title or mortgage. If the insurance

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<sup>52</sup> First American, *What Is Title Insurance* (accessed 13 July 2020) (online at: [https://www.firstam.com/ownership/videos/what-is-title-insurance/.](https://www.firstam.com/ownership/videos/what-is-title-insurance/))

company is prejudiced by the failure of the insured to promptly notify the company, it could reduce the coverage of the policies.

As there is also a requirement to provide “proof of loss,” the insured is authorized to use this preliminary report of the Royal Commission of Inquiry as evidence of the loss of title by the owner or loss of mortgage by the lender.



David Keanu Sai, Ph.D.

Head, *Royal Commission of Inquiry*

16 July 2020



# Fidelity National Title Insurance Company

POLICY NO.:

## OWNER'S POLICY OF TITLE INSURANCE

Issued by  
Fidelity National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

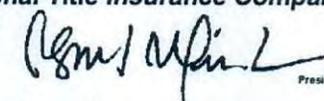
if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company



BY  President

ATTEST  Secretary

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Countersigned

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

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(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the

Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## **2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## **3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## **4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment

that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## **5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for, and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

## **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath,

produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.





# Fidelity National Title Insurance Company

POLICY NO.:

## LOAN POLICY OF TITLE INSURANCE

Issued by  
Fidelity National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.**

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

5. *The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to*
  - (a) *the occupancy, use, or enjoyment of the Land;*
  - (b) *the character, dimensions, or location of any improvement erected on the Land;*
  - (c) *the subdivision of land; or*
  - (d) *environmental protection*

*if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.*
6. *An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.*
7. *The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.*
8. *Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.*
9. *The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage*
  - (a) *forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;*
  - (b) *failure of any person or Entity to have authorized a transfer or conveyance;*
  - (c) *the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;*
  - (d) *failure to perform those acts necessary to create a document by electronic means authorized by law;*
  - (e) *a document executed under a falsified, expired, or otherwise invalid power of attorney;*
  - (f) *a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or*
  - (g) *a defective judicial or administrative proceeding.*
10. *The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.*
11. *The lack of priority of the lien of the Insured Mortgage upon the Title*
  - (a) *as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either*
    - (i) *contracted for or commenced on or before Date of Policy; or*
    - (ii) *contracted for, commenced or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and*
  - (b) *over the lien of any assessments for street improvements under construction or completed at Date of Policy.*

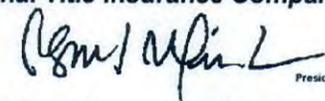
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
  - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company



BY  President

ATTEST  Secretary

\_\_\_\_\_  
Countersigned

SPECIMEN

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of

(i) the amount of the principal disbursed as of Date of Policy;

(ii) the amount of the principal disbursed subsequent to Date of Policy;

(iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;

(iv) interest on the loan;

(v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;

(vi) the expenses of foreclosure and any other costs of enforcement;

(vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;

(viii) the amounts to pay taxes and insurance; and

(ix) the reasonable amounts expended to prevent deterioration of improvements; but the Indebtedness is

reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(D) successors to an

Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent

jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

#### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the

Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay, or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the

Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the

Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

#### **11. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) The Company's Right to Recover  
Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against noninsured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions

contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

#### **13. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### **14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly

incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**16. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator

apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**17. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Fidelity National Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

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