

Queen Lili'uokalani's Deed of Trust

THIS INDENTURE, made this 2nd day of December, 1909, between LILIUOKALANI, widow of the late John O. Dominis, of Honolulu, Territory of Hawaii, party of the first part, hereinafter also called the "Grantor", and ARCHIBALD S. CLEGHORN, CURTIS P. IAUKEA and WILLIAM O. SMITH, all of said Honolulu, parties of the second part, hereinafter also called the "Trustees",

WITNESSETH: That whereas the said Grantor is desirous of placing all of her property in trust (save as below excepted) to be held and administered by the Trustees for the uses and purposes in this instrument set forth:

NOW THEREFORE, the said Grantor, in consideration of the premises herein expressed and of the covenant hereinafter contained on the part of the Trustees to be kept and performed, and also of One Dollar to her paid by the said Trustees, the receipt whereof is hereby acknowledged, does hereby give, grant, convey, assign, transfer, set over and deliver unto the said Trustees all and singular her right, title, estate and interest whatsoever in and to all her property, real, personal and mixed, of every nature and description and wheresoever situate, in possession or in action, including all of the property described and referred to in the several schedules hereunder written, and also all other property whether included or described or referred to in said schedules or not; SAVING AND EXCEPTING THEREFROM an estate for the life of said Grantor, hereby reserved, in and to her present residence premises known as "Washington Place" on Beretania Street in Honolulu, and also the premises at Waikiki known as "Kealohilani"; AND RESERVING AND EXCEPTING ALSO all of the household furniture and furnishings and contents of each of said residence properties, and all personal effects of said Grantor, as now enjoyed by

her, including all personal or family mementoes, heirlooms, pictures, bric-a-brac, crests, decorations, kahilis, and like property; and EXCEPTING FURTHER any claim said Grantor may have or claim to have against the United States:

TO HAVE AND TO HOLD the same, with all the rights, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, unto the said Trustees hereinabove named and their successors in trust, heirs and assigns forever, subject only to existing incumbrances; BUT IN TRUST NEVERTHELESS, to hold, use, manage, control and administer the same upon the following trusts, that is to say:

Except as this instrument may require the special holding, reservation or application of any particular parts or portions of the trust property to accord with the special use or disposition thereof, the Trustees shall administer the trust property according as to them shall seem most advantageous to all the beneficiaries hereunder and to most effectually accomplish the whole trusts hereof.

The Trustees shall at all times have the most ample power and authority, in their discretion from time to time to sell, lease, exchange, partition, mortgage, pledge and/or otherwise deal with and dispose of any of the lands and/or other property and interests of the trust estate, and to purchase any lands or other property and/or take leases thereof, for the benefit of the trust estate, as often and upon such terms and conditions or covenants and for such considerations as they may deem proper, and generally to make such investments as they may think best. They may exercise any and all of their powers by this instrument conferred or which may be necessary or convenient for the effectual administration of the trusts hereof according to the true intent and meaning of

this instrument, without any order of any court first had or obtained, and without necessity of, any subsequent approval or confirmation by any court; and in every way invest and change the investments of the trust and administer under this instrument free from any restraint or limitation except as by this instrument prescribed. No purchaser of any trust property shall at any time be charged with any duty respecting the disposition of any sum or consideration moving from him to the Trustees on any sale or other disposition of property by the Trustees. The Trustees may also maintain an office or offices, and engage all necessary assistants and employees, and fix their compensation.

In all matters relating to the administration of the affairs of said trust, the vote of at least two of the Trustees shall be necessary to any action, and to execute any instrument required to be made. Provided, that the Trustees may appoint one of their number to act in the immediate management of the trust property and business, subject to their direction and control, whose duties shall be such as they may prescribe, and who for his special services as such managing trustee may receive additional compensation as determined by the Trustees.

The Trustees shall make annual report to the Grantor during her lifetime, and after her death to a court of competent jurisdiction, showing their administration of the affairs of the trust, the investments thereof, and the application of funds received, and a general statement of the condition of the trust.

The Trustees shall use and apply the income from the trust estate as follows:

First: For the payment of any and all taxes, assessments and charges lawfully imposed upon or with respect to the trust property or any part thereof or interest therein, by governmental authority, at any time during the continuance of this trust, including those against or with respect to the property

wherein said life estate is reserved to said Grantor, and also all premiums for fire insurance, and all other necessary expenses for repair, maintenance and improvement of the trust property, and the expenses of administration of the trusts hereof, including such compensation to the Trustees for their services as shall from time to time be fixed by the court having jurisdiction over this trust.

Second: To the discharge of the interest accrued and accruing from time to time upon the mortgage indebtedness of the Grantor, evidenced by her promissory note and mortgage for \$70,000 to Claus Spreckels and Company, dated November 10th, 1908, said mortgage being recorded in the Registry Office in Honolulu in Liber 314, page 79.

Third: Annually or oftener, as desired by the Grantor, to pay to said Grantor the net income then remaining, or so much thereof as she may from time to time require for her maintenance and personal expenses, so long as she shall live.

Fourth: To the payment of the unsecured indebtedness of the Grantor existing at the date of the execution of this instrumental, in full or in part to any creditor or creditors from time to time as the Trustees may deem necessary, and also to the reduction and final payment of the principal of said mortgage indebtedness.

Fifth: For the cause of Orphans, as hereinafter provided.

II.

Upon the death of the Grantor, the Trustees shall make, execute and deliver to

Curtis P. Iaukea, of Honolulu, a deed conveying to him, absolutely and forever, (subject only to said mortgage if the same be not then discharged with respect thereto) all of the land and improvements thereon known as the Lele of Hamohamo, at Waikiki, adjoining his wife's land at Kaluaolohe, containing eight acres a little more or less.

III.

The Trustees shall also, upon the death of the Grantor, set apart certain portions of said trust property, as below specified, for the personal use and occupation of the following named persons, during their lives only, respectively, namely:

(1) For John Dominis Aimoku, the premises known as "Washington Place", with the appurtenances, on Beretania Street, in Honolulu, for his lifetime, and on his death to the lawfully begotten heirs of his body during their lifetime (or so long after the death of said John Dominis Aimoku as the law will permit, with reversion then to the Trustees).

(2) For Joseph Kaiponohea Aea, the premises at Waikiki known as "Kealohilani", with the appurtenances and the Fishery of Hamohamo, for his lifetime, and on his death for the lawful heirs of his body for their lifetime (or so long after the death of said Joseph Kaiponohea Aea as the law will permit, with reversion then to the Trustees).

(3) For Nakanealoha, and J. Mana her husband, of Pauoa, Honolulu, and the survivor of them, all those premises on Ohua Lane, Waikiki, designated on the Map of Hamohamo as Lot No. Two (2); reversion to the Trustees.

(4) For Anaole, and her daughter Keliiakahai, of Honolulu, and the survivor

of them, Lot No. Five (5) on said Ohua Lane, Hamohamo, Waikiki; reversion to the Trustees.

(5) For John Kiaaina, and Keoki his wife, of Kamoili, Oahu, and the survivor of them, Lot No. Six (6) on said Ohua Lane; reversion to the Trustees.

(6) For Robert von Oelhoffen, and his wife, of Lahaina, Maui, and the survivor of them, Lot No. Four (4) on said Ohua Lane; reversion to the Trustees.

(7) For Naheana Paia, of Honolulu, Lot No. Seven (7) on said Ohua Lane; reversion to the Trustees.

(8) For Mainalulu, and Nauhane his wife, of Honolulu, and the survivor of them, Lot No. Eight (8) on said Ohua Lane; reversion to the Trustees.

(9) For Loe (w), of Honolulu, the house and premises now occupied by her at Muolaulani, Kapalama, Honolulu; reversion to the Trustees.

(10) For Hakau, and Kainalu his wife, of Honolulu, and the survivor of them, the lot of land now enclosed and occupied by them at Muolaulani, Kapalama; reversion to the Trustees.

(11) For Mary K. Kahalepuna, of Waikiki, Lot No. Three (3) on said Ohua Lane; reversion to the Trustees.

(12) For S. K. Mahoe, and Emalia his wife, of Waialua, Oahu, the premises known as "Punamoenui" and "Punamoeiki", at said Waialua; reversion to the Trustees.

Such of the foregoing parcels of land as are affected by said mortgage shall remain subject thereto pending payment thereof unless previously released therefrom.

The taxes and expenses of maintenance of said several properties described in the foregoing paragraphs numbered from "(1)" to "(12)" inclusive, shall be borne by the Trustees as part of the general expenses of the trust administration; and the Trustees shall use their discretion regarding the necessity of the same.

It is hereby expressly provided, that if for any cause, legal or otherwise, anyone or more of said specific portions of property hereinabove numbered as paragraphs (1) to (12) inclusive, shall fail to be available for the use of said several persons as above intended, the Trustees may in their discretion make some substitute provision therefor; and their power and discretion in making such other provision shall not be reviewable by any person.

IV.

The Trustees shall also, upon the death of the Grantor, make absolute payments of One Hundred Dollars (\$100.) to each of the persons next hereinafter named, to-wit: (a) Mahiai Robinson, (b) Aki, the sister of said Mahiai Robinson, (c) Mrs. Mary Auld, the widow of Wm. Auld, (d) Mary Pahau, and (e) Mrs. Kahae Kalehua; for the sole and separate use of each of them, respectively.

V.

The Trustees shall also, after the death of the Grantor, and after the payment of the taxes, charges, insurance, and all other administrative expenses, as hereinbefore provided, pay the following annuities, in equal monthly

instalments, to the several persons next hereinafter named, respectively, during their lives, to-wit:

(a) To said John Dominis Aimoku, Six Thousand Dollars (\$6,000.) per annum.

(b) To said Joseph Kaiponohea Aea, the sum of Eighteen Hundred Dollars (\$1800.) per annum.

(c) To said Nakanealoha and J. Mana her husband, jointly, and the survivor of them; the sum of One Hundred Eighty Dollars (\$180.) per annum.

(d) To said Anaole and her daughter Keliiakehai, jointly, and the survivor of them, the sum of one Hundred Eighty Dollars (\$180.) per annum.

(e) To said John Keaaina and Keoki his wife, jointly, and the survivor of them, the sum of one Hundred Eighty Dollars (\$180.) per annum.

(f) To said Robert von Oelhoffen and his wife, jointly, and the survivor of them, the sum of one Hundred Eighty Dollars (\$180.) per annum.

(g) To said Naheana Paia the sum of one Hundred Eighty Dollars (\$180.) per annum.

(h) To said Mainalulu and Nauhane his wife, jointly, and the survivor of them, the sum of One Hundred Eighty Dollars (\$180.) per annum.

(i) To said Loe, the sum of one Hundred Eighty Dollars (\$180.) per annum.

(j) To said Hakau and Kainalu his wife, jointly, and the survivor of them, the

sum of one Hundred Eighty Dollars (\$180.) per annum.

(k) To said Mary K. Kahalepuna, the sum of one Hundred Eighty Dollars (\$180.) per annum.

VI.

The Trustees shall have full power and authority, anything in this instrument contained to the contrary or inconsistent therewith notwithstanding, if in their judgment they shall deem it necessary or expedient for the best interests of the trust estate as a whole and of all the objects thereof, to sell any part or parts of the trust property, howsoever by this instrument otherwise intended to be disposed of or used, for the purpose of payment of the said mortgage indebtedness of the estate; or they may renew, or extend, or add additional property to, said mortgage, or any mortgage given in lieu thereof.

VII.

From and after the death of the Grantor, all the property of the trust estate, both principal and income, which shall not be required for any of the special provisions or payments in this instrument before mentioned, shall be used by the Trustees for the benefit of orphan children in the Hawaiian Islands, the preference to be given to Hawaiian children of pure or part aboriginal blood.

The manner and extent of such provision and the number and selection of such children shall be determined by the Trustees from time to time in their full discretion.

As soon as practicable with due regard, always, to the retention and investment

of sufficient of the corpus or principal of the estate in income-producing property or securities to provide for the continued maintenance thereof, the Trustees shall extend such work by the establishment and maintenance of an institution or institutions for such orphans, and provide for the government thereof. It is the desire of said Grantor that any building or buildings used for such purpose shall be constructed of fire-proof materials, as nearly as may be.

Every such institution so established shall bear the name of "Liliuokalani."

In such work, whether before or after the establishment of any such institution, the Trustees may exercise their entire discretion how far to care for or assist in caring for or educating or otherwise providing for any child or children, according to the circumstances of such cases, whether such child or children shall reside within or without any such institution.

VIII.

As often during the continuance of the trusts hereof as anyone or more of the Trustees shall die, or go abroad to reside or shall desire to retire from, or refuse, or become incapable to act, or any vacancy shall otherwise occur, a new trustee or trustees shall be appointed by the judge of a court of competent jurisdiction, but only upon the written nomination of the remaining trustee or trustees, if any. Upon any failure so to nominate the appointment shall be made by the court, notwithstanding, upon the application of any trustee or beneficiary hereunder.

Upon every appointment of anew trustee or trustees the trust property and all title therein and thereto shall immediately vest in such new trustee or trustees, and he or they shall thereupon have all the powers and authority, and perform all the trusts of these presents, in like manner as the trustee or trustees in whose

place he or they shall have been appointed, as fully as though originally named as a trustee herein, and without necessity in any case of any written conveyance or transfer of such title.

No trustee shall be answerable or liable for any loss occasioned to the trust estate except as may arise from his own wilful misconduct or gross negligence; neither shall any trustee be personally liable for any obligation contracted or incurred in his capacity as a trustee.

IX.

It is hereby expressly conditioned, that at any time during the lifetime of the Grantor, the said Grantor may, with the consent of a majority of the Trustees, such consent to be expressed by their joining in writing with her to effect the same, make and/or change any of the provisions of this instrument; to alter the same, and new provisions make; or add, withdraw or substitute beneficiaries hereunder.

The said ARCHIBALD S. CLEGHORN, CURTIS P. IAUKEA and WILLIAM O. SMITH, parties of the second part, in this instrument named as the Trustees hereunder, do hereby join with said Grantor in the execution hereof, in token of their acceptance of the trusts hereof; and they hereby jointly and severally covenant and agree with the said Grantor that they will faithfully discharge the duties of said trust to the best of their ability.

The Schedules hereinbefore referred to, of property included in this trust conveyance (but not to be taken as exclusive of any property not mentioned or referred to) are the following:

SCHEDULE "A"

All of the right, title and interest of said Grantor in and to the lands described in and conveyed to her by the following deeds; recorded in the Registry office in said Honolulu, to-wit:

(1) Deed of A. Keohokalohe, et al., dated May 13, 1859, Liber 12 page 26; Hamohamo, Waikiki, Oahu.

(2) Deed of Hiikua, dated May 7, 1864, Liber 18, page 145; Ahupuaa of Puelelu, Kona, Molokai.

(3) Deed of Umalele, June 17, 1864, Liber 18, page 218; Apanas 1, 2 and 3 of R.P. 2284, Waialae-iki, Oahu.

(4) Deed of Administrator Est. of C. Kapaakea, August 3, 1867, Liber 24, page 198; Apana 2 of R.P. 4449, Kamookahi, Waikiki, Oahu.

(5) Deed of Richard H. Stanley, April 21, 1870, Liber 31, page 27; Ahupuaa of Honolhina, Hilo, Hawaii.

(6) Deed of Makaanahelhele, et al., April 17, 1873, Liber 36, page 489; L.C.A. 2085, R.P. 2828, at Kaneloa, Waikiki, Oahu.

(7) Deed of Kailikole, dated December 27, 1873, Liber 38, page 406; L.C.A. 2492, R.P. 2795, Hamohamo, Waikiki, Oahu.

(8) Deed of Hokii, September 2, 1876, Liber 46, page 348; L.C.A. 1446, R. P. 6239, Waikiki, Oahu.

(9) Deed of Kalela et al., November 1, 1880, Liber 66,/476; houselot at Hamohamo, Waikiki, L.C.A. 1433, R.P. 1272.

(10) Deed of S. W. Mahelona, March 12, 1881, Liber 159/402; land at Kamookahi, Waikiki, Oahu.

(11) Deed of D. Malo, March 26, 1881, Liber 68/118; Apanas 1 and 2 of L.C.A. 1926, R.P. 2590, Kolowalu Manoa Waikiki, Oahu.

(12) Deed of Haumea, June 7, 1861, Liber 67/454; L.C.A. 11047, R. P. 6391; L.C.A. 7397, R. P. 7045; L.C.A. 6176, R. P. 5698; Keauhou, Kona, Hawaii, and Waikiki, Kona, Oahu.

(13) Deed of Mary Ann Conrardt, October 1, 1881, Liber 75/83; L.C.A. 1437, R.P. 3920, Kalia; L.C.A. 1437 at Pahupahupuaa; Waikiki, Oahu.

(14) Deed of M. Kuaea, May 2, 1862, Liber 74/136; L. C. A. 8183 R. P. 1321, at Hauula, Koolauloa, and land described in Liber 66/605 at Haleaha, Koolauloa, Oahu.

(15) Deed of D. K. Fyfe, Com'r of Estate of W.L. Moehonua, dec'd, November 29, 1882, Liber 82/248; Apanas 1, 2, 3 and 4 of L.C.A. 5230, Lahaina, Maui.

(16) Deed of Sarah Kahookaamoku, March 5, 1883, Liber 78/418; L.C.A. 2557 at Kamookahi, Oahu.

(17) Deed of Herman Kockemann, March 26, 1883, Liber 77/404; land at Hamohamo, Waikiki, Oahu.

(18) Deed of Kalanialii, June 23, 1883, Liber 81/149; R.P. 2557, Kamookahi, Oahu.

(19) Deed of Kuhinia, September 1, 1883, Liber 82/406; in the Kuleana of Ohuohu, L.C.A. 1451, R.P. 6123, and L.C.A. 1450, R.P. 6805; Hamohamo, Waikiki, Oahu.

(20) Deed of D. W. Pauahi et al., January 26, 1884, Liber 84/437; Apana 2 of L.C.A. 1468, R. P. 2508, Waikiki, Oahu.

(21) Deed of Tamar Kuaea, Admx. Estate of M. Kuaea, August 15, 1887, Liber 89/264; land at Waikahalulu, Honolulu, Oahu.

(22) Deed of Albert G. Bliss, December 3, 1884, Liber 90/342-3; land at Kapalama, Honolulu.

(23) Deed of Kapunani et al., April 9, 1885, Liber 109/82; Apana 2 of L.C.A. 2027, R.P. 2575, Hamohamo, Waikiki, Oahu.

(24) Deed of Chas. B. Wilson, Feb. 11, 1886, Liber 96/482; and also by deed of Cecil Brown, June 17, 1896, Liber 159/431; lots Nos: 9 and 11 of Macfarlane lots on Young Street, Honolulu.

(25) Deed of J. Aea, July 17, 1886, Liber 108/23; land on upper side of public: road at Waikahalulu, Honolulu, (See Liber 72/377).

(26) Deed of Deborah Mahoe, December 20, 1886, Liber 98/467; Apanas 1 and 2 in the Ili of Kapahaha and Keoneula, on King Street, Honolulu.

(27) Deed of Ioela Kane et al., March 18, 1887, Liber 107/11; land near Kapiolani Park, Kapahulu.

- (28) Deed of Kalawaia, April 14, 1887, Liber 104/157; land at Kauluwela, Honolulu, portion of Apana 49 of L.C.A. 7713; land at Nahiku, Maui R.P. 1818; land at Kapalama, Honolulu L.C..A. 1081. R.P. 2491.
- (29) Deed of Emma Buchanan, Guardian, July 25, 1887, Liber 108/189; L.C.A. 1452, R.P. 5060, Hamohamo, Waikiki, Oahu.
- (30) Deed of Puu et al. May 28, 1886, Liber 110/334; Apana 1 of L.C.A. 1475, R.P. 1275, at Hamohamo, Waikiki, Oahu.
- (31) Deed of Keamalu et al, October 1, 1888, Liber 112/213; L.C.A. 2030, R.P. 5585, at Kauluwela, Honolulu.
- (32) Deed of John Kaelele, October 12, 1888, Liber 113/306; L.C.A. 2030, R.P. 5585, at Kauluwela, Honolulu.
- (33) Deed of Wm. R. Castle, August 31, 1889, Liber 118/314; Palolo; Oahu; Kuleanas of: Mahoe, R.P. 2545; Kalakuaole, R.P. 3480; Kilohana, R.P. 2413.
- (34) Deed of A. S. Cleghorn, January 31, 1890, Liber 122/193; L.C.A. 145O, R.P. 2839, Hamohamo, Waikiki, Oahu.
- (35) Deed of Kahae Aea (releasing dower), April 29, 1890, Liber 108/23; land described in and conveyed by deed of J. Aea, dated July 17, 1886, L. 108/23.
- (36) Deed of Trustees of Estate of R.W. Holt, June 16, 1890, Liber 125/215; R.P. 136, Manoa, Oahu.
- (37) Deed of Kalela et al, August 8, 1891, Liber 133/164; L.C.A. 1433, R.P. 1272, Hamohamo, Waikiki, Oahu.
- (38) Deed of Oahu Railway & Land Co., October 21, 1891, Liber 154/262; Lots 1, 2

and 3 in Block 25, Pearl City Lots, Ewa, Oahu.

(39) Deed of W.R.Castle, December 3, 1891, Liber 133/445; L.C.A. 1923, R.P. 6867, Manoa, Oahu.

(40) Deed of Estate of Kalakaua, February 18, 1892, Liber 136/29; R. P. 3424, Kamanaiki, Kalihi, Oahu.

(41) Deed of Kealoalii, October 8, 1894, Liber 148/384; 1 share in Hui Land of Holualoa 1 and 2, North Kona, Hawaii.

(42) Deed of Lau Chong, April 16, 1894, Liber 167/121; L.C.A. 10295, R.P. 6637, Hookena, South Kona, Hawaii

(43) Deed of Kaoaopa, June 28, 1895, Liber 155/151; L.C.A. 735, R.P. 5722, Honolulu.

(44) Deed of Helen Boyd, Trustee, January 7, 1896, Liber 159/33; Apana 1 of L.C.A. 1454, R.P. 2558, Waikiki, Oahu.

(45) Deed of Kahakuakoi et al, September 3, 1898, Liber 178/267; Interest in Estates of Charles Kanaina, W.C. Lunalilo, Bernice P. Bishop, and Queen Hokaleleponi.

(46) Deed of Kaehuahanui Kuihelani, October 8, 1898, Liber 186/259; Lots 190 and 203, Kulaokahua Plains.

(47) Deed of Kapiolani Estate, Ltd., January 31, 1901, Liber 219/163; part of Waikiki residence.

(48) The Ahupuaa of Keohuole, at Kailua, Hawaii, L.C.A. 8452, R.P. 6851.

(49) Leasehold interest, under lease from Keelikolani, July 1, 1882, Liber 74/383; 40 years from July 1, 1882, R.P. 2057, Pawaa, Honolulu.

SCHEDULE "B"

The following lands by Royal Patents to said Grantor:

(1) R.P. 3550, June 29, 1891, Book 18 of Grants. Lot 11 at Honuakaha, Honolulu, 5000 square feet.

(2) R. P. 3575, December 22, 1891, Book 18 of Grants. Lots B and C at Kaauwailoa, Palolo, Oahu.

SCHEDULE "C"

The following lands by descent or devise:

All of the lands and interests in lands devised to the Grantor by the Will of her deceased husband, John O. Dominis, Probate No. 2749, May 27, 1867 (probated September 30, 1891), including hereunder the following: the same being theretofore conveyed to said John O. Dominis by the following deeds, to-wit:

(a) Deed of Wahinelii, May 18, 1864, Liber 18/434; 1/2 of R.P. 2822.

(b) Deed of Kanui, December 2, 1864, Liber 18/435; 1/2 of R.P. 2822.

(c) Deed of Estate of L. Haalelea, May 6, 1865, Liber 19/319; Ahupuaa of Naiwa,

Molokai.

(d) Deed of Makini, June 6, 1865, Liber 19/366; land of "Lanilua", Hilo, Hawaii.

(e) Deed of J. W. Keawehunahala, June 11, 1867, Liber 23/378; Apana 4 of L.C.A. 2699, R.P. 876, at Lokoea, Waialua, Oahu.

(f) Deed of Ki and James Robinson, October 7, 1868, Liber 26/293; Apana 3 of L.C.A. 3373, R. P. 2895, at Lokoea, Kawailoa, Waialua, Oahu.

(g) Deed of Charles Pouzat, February 17, 1874, Liber 39/127; Interest in land at Waiakea, Hilo, Hawaii, conveyed to him by deed of Kamakina, May 12, 1866.

(h) Deed of Naunauna, Liber 39/499; Apana 2 of R.P. 909 at Alapii, Waialua, Oahu.

(i) Deed of R. Keelikolani, August 26, 1874, Liber 40/207; Lot No. 1 on Diagram of Ahupuaa of Kawailoa, Waialua, Oahu.

(j) Deed of Herman Kockemann, March 26, 1883, Liber 77/404; land at Hamohamo, Waikiki, Oahu.

(k) Deed of Trustees of Estate of Bernice P. Bishop, September 4, 1889, Liber 116,386; land at Paalaa, Waialua, Oahu.

(l) Royal Patent No. 3462 to John O. Dominis, January 22, 1890, Book 17 of Grants; "Washington Place", on Beretania Street, Honolulu. (See also devise of interest in same to him by Will of Mary Dominis, Probate #2619)

(2) All of the lands and interests in lands devised to said Grantor by the Will of Bernice Pauahi Bishop, deceased, dated October 31, 1883, probated December 2, 1884, probate #2425.

(3) All of the lands and interests in lands devised to said Grantor by the Will of H.R. H. Likelike, deceased, dated April 15, 1884, probated April 25, 1887, probate #2512.

IN WITNESS WHEREOF the said parties hereto have hereunto and to another instrument of like tenor and even date set their respective hands and seals the day and year first above written.

Executed in the presence of

S. M. DAMON (sgd)

CECIL BROWN (sgd)

(sgd) LILIUOKALANI (SEAL)

(sgd) A. S. CLEGHORN (SEAL)

(sgd) CURTIS P. IAUKEA (SEAL)

(sgd) WILLIAM O. SMITH (SEAL)

Territory of Hawaii

City & County of Honolulu ss.

On this 2nd day of December 1909, before me personally appeared Liliuokalani (widow), A.S. Cleghorn, Curtis P. Iaukea and William O. Smith, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed.

(sgd) WM. J. Forbes

Notary Public, First Judicial Circuit.

(NOTARIAL SEAL)

RECORDED

2nd December 1909 at 3:40 P.M.

Liber 319 on pages 447-459