

Transcript of lease between J.H.L. Ha'alelea and John Meek
February 16, 1853

This is a lease, made this 16th day of February A.D. 1853, between

J.H.L. Ha'alelea, of the first part and John Meek of the 2nd part, residing at Honolulu, O'ahu, Hawaiian Islands. J.H.L. Ha'alelea & his Heirs & assigns hereby leases to John Meek and his Heirs & assigns all that remaining part of his (Kula) pasturage Land at Honouliuli. This is the meaning of this. All that part of this Kula Land not included in the anterior Leases made between A. Keali'iahonui, M. Kekauonohi & John Meek for that Land, called Lihue on the 3d of March 1846 & also a lease, between J.H.L. Ha'alelea and John Meek for that Land, called Waimanalo on the 15th day of July 1851. Those two lands with their leases are to continue to pay their respective Rents until the ending & they are not to be included within this Leasing. Here are the places remaining to the 1st part, there remains to the first part certain fish Ponds, inside of this Kula, where the fish are going & also two Lots, intended to be enclosed hereafter one of which is mokumeha, joining the Taro Land Lot and the other a place between KualaKai & C.W. Vincent's Lot- also that other place remains (not included) called the "Pa Uhi," also reserved the Sea with its rights, as was reserved in Waimanalo- also reserved the enclosed Land at Honouliuli & the Kula inside the enclosure, likewise reserved the cultivated Land at Poupouwela: all these things are not granted by this Lease- But John Meek's cattle are protected (or have a right to go on these places unless they be enclosed by good fences, such as cattle couldn't get at (or through) yet Poupouwela is to remain in the same state as it has for some time past, that is not intended to be enclosed, because that place is all right as it is. And this also, the privileged woods of the mountains, appurtenant to the lands in this Lease, are reserved for the party of the first part. But the Party of the 2nd part can take as

he likes of that wood for his own use, but not to sell. John Meek is to have this Land as hereinbefore specified with all its rights, to Keep for profit to have peaceably & comfortably, that is, & his Heirs & assigns & to have him all the rights and benefits, belonging to that land for 25 years from this day forward, without being causelessly disturbed in his occupancy on that aforesaid Land: John Meek, his Heirs & assigns doing as is mentioned below,

For each & every year John Meek His Heirs & assigns are to pay \$300 to J.H. Ha'alelea, His Heirs & assigns until the ending of the year specified in this Lease.

This Lease is not to be adverse to the rights of the Kanakas (people) living under the (protection) malu (sic) of the party of the first part.

When the time arrives that the years of this Lease & the occupancy of John Meek are ended, then, all fixtures Joined to the Land, Houses & Fences & all things suitable to the idea hereby set forth, are to be left (on the Land).

And on account of the truth of this Leasing & of what has been spoken above, we two hereby sign our two names with the seals this 16th day of Feb. A.D. 1853.

(signed) John Meek

(signed) J.H.L.

Witnesses to signatures

Ha'alelea

W.L. Moehonua

J.L. Dowsett

G.P. Rives

Translation by R.G.Davis
of original Sept. 23rd /58