



Kaho'olawe Island Conveyance Commission
Consultant Report No. 20

Kaho'olawe Honey and Pineapple Ventures: Anecdotes to the Island's History

By:
Hardy Spoehr

KAHO'OLAWA'S HONEY AND PINEAPPLE VENTURES:

ANECDOTES TO THE ISLAND'S HISTORY

A Background Historical Report for the
Kaho'olawe Island Conveyance Commission

Hardy Spoehr
October 1992

TABLE OF CONTENTS

The Kaho'olawe Honey Company.....1

Kaho'olawe's Pineapple Ventures.....3

Notes.....6

References.....7

Appendices:

1. Indenture dated 7/1/1919.....8
2. Incorporation document dated 8/5/1919.....11
3. Assignment dated 8/15/1919.....15
4. Annual Exhibit 12/30/1919.....18
5. Misc. Correspondence, Reports, and Legal Documents.....21

There are two brief historical anecdotes to Kaho'olawe's history which deserve mention not for what they did but for what they did not do. These two anecdotes were visions in the minds of Honolulu businessmen who saw Kaho'olawe as a place for the extension of successful business activity. The first venture was known as the Kaho'olawe Honey Company while the second never lasted long enough to enjoy a name of its own. Both, however, are important for they clearly indicate just how much a part of the business life of the territory Kaho'olawe was.

THE KAHO'OLAWA HONEY COMPANY

In 1850, the first bees were shipped to Hawai'i from New England, but they failed to survive the voyage.(1) On October 21, 1857, the first honey bees arrived in Honolulu on the American bark "Fanny Major" having been shipped from the San Jose area in California. They were German, or black, bees and shipped to Hawai'i with the idea of developing a honey industry. While it is not clear whose idea it was in the kingdom to begin an apiary business, the Royal Hawaiian Agricultural Society bought two of the hives for \$100 each.(2) Honey was a popular item in the kingdom and considered a delicacy. In 1880, "Italian" bees were brought to Hawai'i for the same purposes as their "German" cousins. By the late 1890s, honey was being exported to the United States in small amounts, but by 1908, it had reached fairly large quantities. A contemporary account notes:

In February last an experimental shipment of 1,000 cans of honey went to Japan, and in August 100 tons of island honey, largely the product of the American Sugar Company apiaries, on Molokai, was shipped to San Francisco by F.L. Waldron, the principal part of which was destined for the London market. The shipments were put up in five-gallon tins, two to a case.(3)

The comparable dollar amounts in US\$ for exported honey grew considerable over this twenty year period: (4)

1897: \$ 4,993	1908: \$ 30,842
1898: 3,313	1909: 50,412
1899: 9,948	1913: 57,450
1901: 9,770	1914: 33,992
1903: 15,280	1916: 161,930
1904: 17,947	

In addition to exported honey was a major by-product, beeswax. By 1916, beeswax was being exported along with honey in considerable amounts: (5)

1908: \$ 6,040	1914: \$ 12,525
1913: 10,061	1916: 8,708

In a probable effort to take advantage of this expanding industry, a

group of Honolulu businessmen formed the Kahoolawe Honey Company in 1919. The **Maui News** took note of the company: "Word comes from Honolulu that the island of Kahoolawe...will in the future be the center of the honey industry of the territory, if plans of the recently formed Kahoolawe Honey Company materialize."(6)

The company seemed to have been the vision of two Honolulu businessmen, Rufus Robinson and Lee St. John Gilbert. Rufus Robinson was manager of the local business directory **Polk-Hustad Directory** and his partner, Lee St. John Gilbert was vice president and manager of Algaroba Feed Company, Ltd. It is noteworthy that algaroba, or kiawe, (*Prosopis pallida*), besides being a major source for animal feed products was, also, a major source of nectar for honey; thus, Lee St. John Gilbert's interest in honey was not surprising.

Robinson and St. John Gilbert concluded an agreement with Kaho'olawe's new lessee, Angus McPhee, on July 1, 1919, for the "exclusive right and privilege...to raise bees and honey and to place bee hives and such buildings and structures as may be necessary for the care and manipulation of the honey and wax produced by such bees, upon the island of Kahoolawe."(7) In return, McPhee was granted 30% of the honey and wax produced (See Appendix 1, page 9).

In August, Robinson, St. John Gilbert, and three others, James L. Coke, Chief Justice of the Territory's Supreme Court, O. St. John Gilbert, treasurer and manager of the Sandwich Island Honey Company and treasurer of the Algaroba Feed Company, and A.E. Cooley, a dispatcher for the Oahu Railroad and Land Company(OR and L Co.), incorporated as the Kahoolawe Honey Company with a capitalization of \$6,000 (See Appendix 2, pages 12-14).

Ten days after forming the new company, Robinson and St. John Gilbert transferred their Kaho'olawe interest to the corporation (See Appendix 3, pages 16-17), and by December 31, 1919, the company seemed to have been in business with bee hives on the island (See Appendix 4, pages 19-20). Unfortunately, the location of these hives on the island remains unknown.

For the next nine years, the corporation remained a registered entity. After 1925, however, annual exhibits ceased to be filed, and on June 21, 1928, the corporation was dissolved.

From records gleaned from the corporation's annual exhibits, it is not difficult to piece together the company's story. After an initial investment of \$500 for "bees and hives," the principals of the company did little else. Why, it is not clear. Hawai'i's honey market "flattened out" during this time and perhaps this, coupled with the company's principals predominantly being investors rather "doers," spelled an end to this venture. The fact that the firm failed to expand its operations after its initial \$500 investment and maintained its remaining capital in treasury stock for almost four years would lead one to suspect that the principals were hoping for a possible "buy out" if the honey market expanded. This did not happen.

As an aside, it is interesting to contemplate whether or not Kaho'olawe's lessees, Angus McPhee and Harry Baldwin, or the island's ranch manager, Manuel Pedro, and his family ever took advantage of products from the island's bee hives. Hopefully, they did.

KAHO'OLAWE'S PINEAPPLE VENTURES

Kaho'olawe's pineapple ventures, unlike the honey company, never reached implementaion, however, they reflect an extension of the prevailing economic forces of the late 1920s and early 1930s to the island.

As early as 1893, pineapple was being exported from Hawai'i. The **Hawaiian Annual** for that year notes:

The rapid strides made in pine apple culture for export gives indication to some of soon reaching the limit of our available market, San Francisco. The extension or growth of this industry-formerly confined to native kinds in Kona, Hawaii-has centered around Honolulu, and embraces the choicest varieties from imported foreign plants. Manoa, Nuuanu, and Kalihi Valleys are being futalized in their available tracts, while Pearl City and other points in Ewa have invited the locating of several extensive fruit farms. The latest company entering into the cultivation of pines, plans also a preserving factory...(8)

The history of commercial pineapple in Hawai'i began in 1885 and 1886 when Captain John Kidwell, a former nurseryman who arrived in Hawaii from San Francisco in 1882, imported a dozen pineapple plants from San Francisco and a thousand more from Jamaica. These "Smooth Cayenne" plants were known for their sweet taste and flavor. After some experimentation with shipping the fruit, Kidwell decided that the only way shipping would be succesful was by canning the product. He established a small growing and canning operation known as the Hawaiian Fruit and Packing Company, but shortly after 1892, he sold his operation and went into sugar growing. During this period another individual, Byron O. Clark, opened a small pineapple canning operation as well.

In 1899, a distant cousin of Hawai'i's former President, Sanford B. Dole, arrived as a young graduate of Harvard University. It did not take long for James Drummond Dole to realize that there was a future in pineapple exportation. By 1902, he had joined with Albert Judd to establish the Hawaiian Pineappple Company, and in 1903, the company packed 1,893 cases of canned fruit. The following year, 8,810 cases were packed and by 1905, the figure had jumped to over 25,000 cases.(9) Over the next two decades, the pineapple industry flourished.(10)

1912: 1,313,363 cases	1924: 6,825,904 cases
1914: 2,268,781 cases	1926: 8,939,590 cases
1916: 2,609,483 cases	1928: 8,663,056 cases
1918: 3,847,315 cases	1930: 12,672,296 cases

The rapidly expanding pineapple export market required increasing amounts of fruit product. This led to a continual demand for new growing areas. In 1922, Dole bought Baldwin interests on Lana'i for \$1.1 million. Frank and Harry Baldwin, in turn, purchased the Ulupalakua Ranch on Maui, and Jim Dole established a second plantation for his Hawaiian Pineapple Company. On Moloka'i, Molokai Ranch and Hawaiian homelands' homesteaders developed agreements with Libby, McNeill & Libby and the California Packing Company(CPC)

for use of lands for pineapple production. In short, it was a boom time for the pineapple industry.

Kaho'olawe's pineapple ventures were simply an extension of this activity which was occurring throughout the territory. By this time Angus McPhee and Harry Baldwin had formed their Kaho'olawe Ranch partnership. In December 1928, both partners were approached by two rather mysterious businessmen, H. Shibata and H. Miyata, representing "a group of individuals." No record of who these individuals were has been found. This group, or "hui," desired to lease 150 acres for pineapple planting and executed an agreement with Baldwin and McPhee in March 1929 for use of acreage above Papakanui Bay and elsewhere and an intended landing site in the bay itself (See Appendix 5, page 34).

A month later, in April, Baldwin and McPhee were approached again by a Mr. Enos Vincent as to whether they would sell their lease-hold to the island. Baldwin speculated in correspondence to the Commissioner of Public Lands that the interested group, or hui, may be Portuguese and noted that any transfer would be subject to the previously agreed to sub-lease with the "Japanese pineapple growers over there" (See Appendix 5, page 36). By May 1929, Baldwin's speculation had changed. He again wrote to the Commissioner of Public Lands...

Mr. Enos Vincent, representing a Japanese Hui, wishes to lease 2500 acres on Kahoolawe at a rental of \$5.00 per acre for the first two years, \$7.50 per acre for the third year, and \$10 per acre for the remainder of the government lease to myself and Mr. McPhee. I am unable to give you any particulars as to the personnel of this Japanese Hui but think they are pineapple growers from Molokai who are now growing pines for Libby, McNeill & Libby... (See Appendix 5, page 39).

By the end of the month this venture seemed to have fizzled. Baldwin wrote the Commissioner...

It developes(sic)...that these growers will not take up the proposed lease unless some sort of a wharf and roads can be built for them..

And concluded, almost wistfully, "I do not suppose there are government funds available to build a wharf on Kahoolawe, or for roads either, are there?" (See Appendix 5, page 42)

On June 1, 1929, the Commissioner responded, "You are correct in assuming that there are no funds available for wharf or roads on Kahoolawe" (See Appendix 5, page 43). And so the venture died. Eight months later Baldwin wrote to the Commissioner in reference to the earlier Shibota and Miyata venture. He remarked:

As a matter of Information I wish to advise you that the Japanese (Shibota and Miyata) who were given a sub-lease on Kahoolawe for pineapple cultivation have abandoned the project. They have paid the Kahoolawe Ranch no rentals and we have heard nothing from them for nearly a year (See Appendix 5, page 44).

Thus, Kaho'olawe's year-long flirtation with pineapple came to an end. It

was a period, like that associated with the honey industry, where economic trends extended to and briefly influenced decisions being made for the island.

It is noteworthy not that these honey and pineapple ventures failed, but that they were seriously contemplated and, in the case of the honey company, actually attempted. Kaho'olawe was not the "island of death," a title to which it has been referred, or an island without inherent value. It was an integral part of the territory and, as such, subject to the social and economic pressures of that period.

NOTES

1. See article by N.F. Ambrose, County Extension Agent appearing in **Maui News** (February 23, 1935) entitled "Much Honey Produced in the Islands."
2. See **Thrums Hawaiian Annual**, Honolulu, 1940-41, Page 95.
3. See **Thrums Hawaiian Annual**, Honolulu, 1909, page 181.
4. See **Thrums Hawaiian Annual**, Honolulu, 1902-1920.
5. See **Thrums Hawaiian Annual**, Honolulu, 1908-1920.
6. See **Maui News**, August 22, 1919, entitled "Kahoolawe to be Honey Center."
7. See Indenture made between parties dated July 1, 1919 and included as Appendix 1.
8. See **Thrums Hawaiian Annual**, Honolulu, 1893.
9. See Taylor, Frank, Earl Wetty, and David Eyre. **From Land and Sea: The Story of Castle and Cooke in Hawaii**, San Francisco, 1976, page 164.
10. See **Thrums Hawaiian Annual**, Honolulu, 1920(p. 29), 1928(p. 22), 1931(p. 22), and 1932(p. 22).

REFERENCES

1. Cooke, George. **Moololo o Molokai**, Honolulu, 1949.
2. **Maui News**, "Kahoolawe to be Honey Center" (8/22/1919) and "Much Honey Produced in islands"(Ambrose-2/23/1935).
3. **Polk-Hustad Directory**, Honolulu, 1920.
4. Silva, Carol. **Kaho'olawe Cultural Study-Part 1: Historical Documentation**
Prepared by Environment Impact Study Corp. for the U.S. Navy,
Honolulu, April 1983.
5. Taylor, Frank, Earl Wetty, and David Eyre. **From Land to Sea: The Story of Castle and Cooke in Hawaii**, San Francisco, 1976.
6. **Thrums Hawaiian Annual**, Honolulu (Pineapple-1902, 1909, 1920, 1928, 1931, 1932/Honey-1902, 1920, 1940-41).
7. State of Hawai'i, State Department of Commerce and Consumer Affairs, Corporation files, Honolulu.
8. State of Hawai'i, State Department of Land and Natural Resources, Forestry and Wildlife Division, Kaho'olawe files, Honolulu.
9. State of Hawai'i, State Department of Land and Natural Resources, Land Management Division, Kaho'olawe Lease files, Honolulu.

APPENDIX 1:

ILLEGIBLE COPY

The documents appearing on the following page is the complete reproduction of the original document and was created during the normal course of business and, as delivered and in my legal custody at the time of filming. The following document is a true copy of the original document.

pendable and...

stipulated...

is in...

subject to the...

local...

provision...

condition...

from any...

the...

provision...

of...

in...

the...

the...

Approved...

PROVISION...

APPENDIX 2:

IN THE MATTER OF THE INCORPORATION
of
KAHOOLAWE HONEY COMPANY, LIMITED.

*Decided by the Board of Commissioners of the Territory of Hawaii on June 21, 1928
amended by Act No. 1025, S. L. 1925, as amended by Act No. 1025, S. L. 1925.*

ARTICLES OF ASSOCIATION.

KNOW ALL MEN BY THESE PRESENTS:-

The we, the undersigned, Rufus W. Robinson, James L. Coke, Lee St. John Gilbert, O. St. John Gilbert and A. E. Cooley, all residing at the City of Honolulu, Territory of Hawaii, desiring to become incorporated as a joint stock company, do hereby enter into these articles of association, and certify and make known as follows:

FIRST. That the name of the corporation shall be Kahoolawe Honey Company, Limited.

SECOND. That the place of the principal office of the corporation shall be at Honolulu, City and County of Honolulu, Territory of Hawaii.

THIRD. That the purposes and objects for which this corporation is organized is to engage in the raising of bees and gathering of honey and purchasing, selling or marketing the same and to do all matters and things connected therewith or in anywise incidental thereto.

FOURTH. That the amount of the capital stock shall be Six Thousand Dollars (\$6,000.00) to be divided into Sixty (60) shares of the par value of One Hundred Dollars (\$100.00) each, with the privilege, after notice to the Treasurer of the Territory of Hawaii, or other officer authorized by the law in the premises, of subsequent extension or extensions from time to time of the capital stock not to exceed one hundred thousand dollars, (\$100,000.00) for the entire capital stock of said corporation.

FIFTH. That the officers of the Corporation shall consist of a President, Vice-President, Secretary, Treasurer, and Auditor, and a Board of Directors consisting of the above named officers, and that the names and residences of the officers who are chosen for the first year are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>RESIDENCE</u>
Rufus W. Robinson,	President,	Honolulu, T. H.
James L. Coke,	Vice-President,	Honolulu, T. H.
Lee St. John Gilbert	Secretary,	Honolulu, T. H.
O. St. John Gilbert,	Treasurer,	Honolulu, T. H.
A. E. Cooley,	Auditor,	Honolulu, T. H.

SIXTH. Said corporation shall have succession and corporate existence for fifty (50) years under the name and style of KAHOO LAWE HONEY COMPANY, LIMITED, and shall be subject to all laws for all incorporated companies and be subject to all laws hereafter enacted in regard to corporations, and no stockholder shall be liable for the debts of the corporation beyond the amount which may be due and unpaid on the share or shares owned by him.

SEVENTH. Said corporation shall have power to sue and be sued in all courts, whatsoever, and to make and use a seal, and to alter the same at its pleasure; to acquire, hold, purchase and convey such real and personal estate as may be convenient and useful; to appoint such subordinate officers and agents as the business of the corporation may at any time require; to make by-laws not inconsistent with its charter or any existing law for the management of its affairs and the transfer of its stock; and to do all acts and things that may be necessary, useful or convenient to exercise the powers herein enumerated.

EIGHTH. Service of process upon the President or Treasurer of said corporation shall be deemed good and lawful service upon the corporation.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 5th day of August, A. D. 1919.

R. W. ROBINSON (Seal)

JAMES L. COKE (seal)

LEE ST JOHN GILBERT (seal)

O. ST JOHN GILBERT (seal)

A. E. COOLEY (seal)

TERRITORY OF HAWAII

City and County of Honolulu

SS.

On this 5th day of August, A. D. 1919, before me personally appeared Rufus W. Robinson, James L. Coke, Lee St. John Gilbert, O. St. John Gilbert and A. E. Cooley to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

NOA W. ALULI (Seal)
Notary Public, First Judicial Circuit,
Territory of Hawaii.

IN THE MATTER OF THE INCORPORATION

KAHOOLAWE HONEY COMPANY, LTD. }
----- }

APPEARED.

TERritORY OF HAWAII }
City and County of Honolulu -) ss.

Personally appeared Rufus W. Robinson, Lee St. John Gilbert and C. St. John Gilbert who, being severally sworn on oath, depose and say:

That they are respectively the President, Secretary and Treasurer of Kahoolawe Honey Company, Limited, a joint stock company seeking to be incorporated under the laws of the Territory of Hawaii; that the number of shares of stock of said corporation is sixty (60) shares of the par value of One Hundred Dollars (\$100.00) each; that the Capital Stock of said Corporation is Six Thousand (\$6,000.00); that the names of the subscribers for shares in said corporation and the shares held by each of them are as follows:

NAME	NUMBER OF SHARES	PAR VALUE
Rufus W. Robinson,	10	\$1,000.00
James L. Cooke,	10	1,000.00
Lee St. John Gilbert,	10	1,000.00
C. St. John Gilbert,	10	2,000.00
A. E. Cocley,	10	1,000.00

That all of the capital stock of said corporation has been fully subscribed for, and that ten (10%) per cent. of the said capital stock has been paid in as required by law.

R. W. ROBINSON
President

LEE ST. JOHN GILBERT
Secretary

C. ST. JOHN GILBERT
Treasurer.

Subscribed and sworn to
before me this 5th day
of August, A. D. 1919.

FOA W. ALULI (Seal)
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Filed August 8, 1919 at 9:30 A. M.
Recorded August 12, 1919, at 2:50 P. M.
Filing Fee
Recording 800 words
Certificate verifying document

\$35.00
4.00
1.00

\$40.00



Register of Public Accounts.

APPENDIX 3:

WHEREAS by that certain unrecorded indenture dated July 1, 1919, Angus McPhee granted to Lee St. John Gilbert and Rufus W. Robinson certain rights and privileges to raise bee and honey on the Island of Kohoolawe, upon certain terms and conditions:

WHEREAS the said Lee St. John Gilbert and Rufus W. Robinson are desirous of selling, transferring and assigning their right, title, interest and privilege under said indenture upon the same terms and conditions to the Kohoolawe Honey Company, Limited, a corporation duly incorporated and existing under and by virtue of the laws of the Territory of Hawaii:

NOW THEREFORE this assignment from the said Lee St. John Gilbert and Rufus W. Robinson of Honolulu, City and County of Honolulu, Territory of Hawaii, party of the first part, to the said Kohoolawe Honey Company, Limited, party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00) paid to the said party of the first part by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part do hereby sell, assign, convey and transfer all their right, title, interest and privilege under said agreement to the said Kohoolawe Honey Company, Limited; and its successors and assigns, for the remainder of the term thereof, under the same terms and conditions mentioned and described in said indenture, which indenture is hereto attached and made a part hereof and to which special reference is hereby made.

[Signature]

IN WITNESS WHEREOF said party of the first part do here-
unto set their hands and seals this 15th day of August, 1919.

(Sgd) Lee St. John Gilbert.

(Sgd) Rufus W. Robinson.

Territory of Hawaii }
City and County of Honolulu } SS

On this 15th day of August, 1919, before me personally
appeared Lee St. John Gilbert and Rufus W. Robinson, to me
known to be the persons described in and who executed the fore-
going instrument and they acknowledged that they executed the
same as their free act and deed.

(Sgd) Noa W. Aluli (SEAL).
Notary Public, First Judicial
Circuit, Territory of Hawaii.

APPROVED TO BORN

Consent is hereby given to the foregoing assignment
upon the express condition that no further assignment or sub-
lease shall be made without the written consent of the Com-
missioner of Public Lands being first obtained, and that such
consent shall in no wise be construed as varying in any respect
the liabilities and obligations to the Territory of Hawaii under
said General Lease No. 1049 of the above named ANGUS McPHER.

SEP 23 1919

Commissioner of Public Lands.

APPENDIX 4:

FILING FEE, \$10.00

Annual Corporation Exhibit
OF THE

Kahoolawe Honey Co., Ltd

Report for Year Ending
December 31, 1919

Date of Incorporation	<i>Aug. 8th 1919</i>	
Original Capital	<i>60</i>	Shares at \$ <i>100</i> \$ <i>6000</i>
Present Capital	<i>60</i>	Shares at \$ <i>"</i> \$ <i>"</i>
Paid-Up Capital	<i>10%</i>	Shares at \$ <i>"</i> \$ <i>600</i>
Gross Realizations for the Year		\$ <i>None</i>
Running Expenses for the Year		\$ <i>129.65</i>
Dividends Paid During the Year		\$ <i>None</i>
Losses Sustained During the Year		\$ <i>129.65</i>

FILED

Registrar of Public Accounts.

Form herein contained, adopted and prescribed
August 8, 1919.

DELBERT E. METZGER.
Treasurer, Territory of Hawaii.

Form Approved September 5, 1919.

C. J. McCARTHY.
Governor, Territory of Hawaii.

ANNUAL CORPORATION E

Co.

ASSETS	BALANCE AT BEGINNING OF YEAR		BALANCE AT CLOSE OF YEAR		NET CHANGE DURING YEAR (Increase or De- crease)
	\$	\$	\$	\$	\$
Franchises					
Contracts					
PROPERTY ACCOUNT:					
REAL ESTATE:					
VALUE OF FEE:					
Location					
Area					
Do.					
Area					
Do.					
Area					
Do.					
VALUE OF LEASING:					
Location					
Expires		Area			
Do.					
Expires		Area			
Do.					
Expires		Area			
Buildings, Dwelling Houses and other improvements attached to Real Estate					
Reservoirs, Dams, Wells and Water Rights					
Machinery and Implements					
Railroad and Railroad Equipment					
Growing Crops and Orchards					
Vessels and other Floating Equipment					
Furniture and Movable Fixtures					
Live Stock					
Trucks, Automobiles, Wagons and other Vehicles					
(1) Merchandise Stock on Hand					
See Note (1)	Do.	Do.			
	Do.	Do.			
	Do.	Do.			
Materials and Supplies					
Products in Transit and on Hand					
Cash on Hand					
" in Bank					
" Receivable from Agents					116.45
Accounts Receivable					
Bills or Notes Receivable					
INVESTMENTS:					
Mortgages--Real Property					
Do. Chattel					
Stocks in other Companies					
Other Investments					
RESERVE SINKING FUND:					
Sinking Fund for Amortization of Capital					
Bond Sinking Fund					
Sinking Fund for Accrued Depreciation					
ALL OTHER ASSETS (in detail):					
<i>Hives of Bees</i>					500.00
<i>Treasury Stock</i>					540.00
PROFIT AND LOSS (from Profit and Loss Account)					179.65
CORPORATE DEFICIT					6,146.10
	\$	\$	\$	\$	\$

APPENDIX 5:

MAUI AGRICULTURAL COMPANY, LTD.

MANAGER'S OFFICE

PAIA, MAUI, T. H.

Mr. C. T. Bailey, Commissioner of Public Lands
Administration Building
Honolulu, Territory of Hawaii

Dear Mr. Bailey:

Mr. MacPhee has been approached by some Japanese who want to plant pineapple on a small area, about 150,00 acres, on Kahoolawe. We would like to try this out, and it is possible that considerable of the land over there is suitable for pineapples.

According to the lease we are not allowed to sub-let without the consent of the Commissioner of Public Lands. Are you willing to permit us to sub-let to the Japanese, with the idea that later on, if it is successful, that we lease to them, or other growers, a larger area? Our doing so would give us a chance of making up for losses in the past which have been incurred by the Kahoolawe Ranch, which losses are very considerable.

Very truly yours,

H. A. Baldwin

HAB:GMS

December 10, 1928

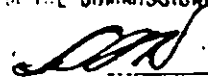
Mr. H. A. Baldwin,
Paia, Maui.

Dear Sir:

Replying to your letter received this morning, asking whether consent of the Commissioner of Public Lands would be granted to a sub-lease by Kahoolawe Beach to a Japanese of a small area of the Island of Kahoolawe for pineapple raising, please be informed that Mr. Bailey, Land Commissioner, has been in bed with the flu for several days and we do not expect him to be at his desk for the next ten days or so.

Very truly yours,

THE COMMISSIONER OF PUBLIC LANDS


Hon. Clerk, State Dept. 5th Lane Bldg.

AAD:CB

Jan. 8, 1929.

Mr. H. A. Baldwin,
Paia, Maui.


Dear Sir:

Referring to your application for permission to sublease portion of the Island of Kahoolawe for planting pineapples, please be informed that such a sublease will be approved.

Please submit the sublease to this office in triplicate for approval after same has been executed. One copy of the sublease will be retained for our files.

I have been absent from the office for a month on account of illness, hence the delay in attending to this matter.

Very truly yours,


C. T. Bailey,
Commissioner of Public Lands.

CTB/O'S

ALEXANDER & BALDWIN, LTD.

SUGAR-PINEAPPLE FACTORS

SHIPPING & COMMISSION MERCHANTS

119 MERCHANT STREET

NO

SAN FRANCISCO
215 MARKET ST.
SEATTLE
814 2ND AVENUE

HONOLULU, HAWAII March 16, 1929

Hon. C. T. Bailey
Commissioner of Public Lands
Honolulu
Hawaii

Dear Sir

KAHOOLAWE RANCH.

We enclose herewith three executed copies of a sub-lease given by H. A. Baldwin and Angus McPhee to H. Shibata and H. Miyata under date of March 15, 1929. Some time ago Mr. Watson discussed this sub-lease with you.

On behalf of Messrs. H. A. Baldwin and Angus McPhee, the sub-lease is hereby submitted for the formal consent of the Territory of Hawaii. After you have acted on this matter, kindly return two copies of the sub-lease to us. The third copy may be retained for your files.

We also enclose herewith a copy of the U.S. G.S. map of the Island of Kahoolawe on which is shown, in ink, the approximate location of the fence which was built by Kahoolawe Ranch in accordance with the 1927 agreement

between the Ranch and the Territory. We have also indicated on the map in blue crayon, the general location of Tract A and the location of the landing which the Japanese Sub-lessees will use in connection with their enterprise.

Yours very truly

ALEXANDER & BALDWIN, LTD.

By *C. J. Hammon*
ant Manager

LW:MY
Encs.

THIS INDENTURE OF SUB-LEASE made this 15th day of
March, 1929, by and between H. A. BALDWIN and ANGUS
McPHEE, both of Paie, Island of Maui, as copartners in the enter-
prise known as "Kahoolawe Manah", sub-lessors herein, and H.
SHIRATA and H. MIYATA, as representatives of a group of individuals
doing business under the name "Shibata, Miyata and Associates", Sub-
lessees herein.

W I T N E S S E T H :

That the Sub-lessors, in consideration of the rents here-
inafter reserved, and of the covenants and agreements herein con-
tained by the said Sub-lessees to be observed and performed, do
hereby sub-lease and sub-let unto the said Sub-lessees the follow-
ing portions of the Island of Kahoolawe, which said Island is held
by the Sub-lessors under General-Lease No. 1049 from the Territory
of Hawaii:-

TRACT "A". A tract of 50 acres situate Northwesterly
from Moea Ula about halfway between Moea Ula and the sea and having
boundaries to be agreed upon by the parties hereto.

TRACT "B". A tract of one or more parcels of land
having an aggregate area of 100 acres situate in localities to be
selected by the parties hereto in accordance with provisions herein-
after contained.

TO HAVE AND TO HOLD the same, together with all rights,
easements, privileges and appurtenances thereunto belonging or
appertaining unto the said Sub-lessees, their heirs, executors,
administrators and permitted assigns, for the term of eleven years
from January 1st, 1929 (that is, for the term January 1, 1929 to
December 31, 1939); yielding and paying therefore (as to Tract "A")

an annual rental of \$10.00 per acre beginning with January 1st, 1929 and, (as to Tract "B"), an annual rental of \$10.00 per acre beginning with the date upon which the Sub-lessees enter into occupation of the said 100 acre tract.

Said Sub-lessees hereby covenant with said Sub-lessors that they will pay said rent annually at the end of each year of the term hereof at the Paia office of the said H. A. Baldwin, the first of such payments to be made on December 31st, 1929.

AND THE SUB-LESSORS hereby covenant with the Sub-lessees that upon payment by the Sub-lessees of the rent as aforesaid, and upon observance and performance of the covenants by the Sub-lessees hereinafter contained, the Sub-lessees shall peaceably hold and enjoy the said demised premises for the said term, without hindrance or interruption by the Sub-lessors or any other person or persons lawfully or equitably claiming by, through or under them.

AND THE SUB-LESSORS hereby sublease and sublicense unto the Sub-lessees for the term hereof, as appertences to the demised lands:-

1. The right to construct at their own expense and to maintain and use such roads as the Sub-lessees find to be necessary for the purpose of hauling their supplies and products between the landing selected by them and the demised lands and between the several portions of the demised lands. The Sub-lessees' right in the roads so constructed by them is an exclusive one as against any other sub-lessees on the Island, but not as against the Sub-lessors and the authorized representatives of the Territory of Hawaii.

2. The right to select (subject to the Sub-Lessors approval as to location) a suitable landing place and, at such land-

ing place, to construct at their own expense and to maintain and use during the term hereof such landing, wharfage and warehouse facilities as may be necessary in the conduct of their enterprise. The Sub-lessees' right in any wharf so constructed is non-exclusive to the extent that the Sub-lessors and any other Sub-lessees may use the same as hereinafter provided.

3. The right to cut, by proper selective methods, sufficient algeroba trees for domestic fire wood requirements during the term hereof, provided that the areas from which such wood may be cut and the methods used in cutting the same must be approved of, in writing, by the Sub-lessors.

AND THE SUB-LESSEES hereby covenant with the Sub-lessors as follows:

(1) That they will pay the said rent in United States gold coin or currency at the office of the said H. A. Baldwin at Paia, on the Island of Maui, Territory of Hawaii, in manner aforesaid, without any deduction and without any notice or demand;

(2) That they will pay all taxes, rates, assessments, charges and other outgoings of every description to which the said premises or any improvements or crops thereon or to which the Sub-lessors or Sub-lessees in respect thereof are now or may during the said term become liable, and whether the said taxes, rates, assessments, charges and other outgoings are or shall be assessed to or be payable by law by either the Sub-lessors or Sub-lessees; it being understood that if the premises hereby demised shall not be specifically assessed for such taxes but be included in a general assessment of the Sub-lessors' properties as a whole as an enterprise for profit, the taxes to be paid by the Sub-lessees on the premises hereby demised shall be on the basis of a value thereof of ten times the annual rental hereunder;

(3) That they will, at their own expense, during the whole of said term, make, build, maintain and repair all fences necessary to protect their crops from the livestock of the Sub-lessors and will not hold the Sub-lessors responsible or liable for any damage suffered by their crops on account of the depredations of said livestock or of wild goats and wild sheep;

(4) That they will during the whole of said term keep the said premises in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations for the time being applicable to the said premises, and they will not permit or suffer any violation of the National Prohibition Act or any other acts, laws or regulations of governmental authority, upon said premises; and will indemnify the Sub-lessors against all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of the said laws, ordinances, rules and regulations and of this covenant;

(5) That they will, whenever requested by the Sub-lessors so to do, deliver up to the Sub-lessors peaceable possession of such portion or portions of the land hereby demised as shall at any time during the continuance of the term hereof be required or condemned for public use, and in any such case the rental hereunder for the remainder of the term shall be reduced in the same proportion as the area of the land taken shall bear to the whole demised area, and all compensation payable or to be paid for or on account of the taking of such premises by reason of such condemnation shall be payable to and be the sole property of the Sub-lessors, except that the Sub-lessees shall be entitled to all compensation which may be specifically awarded for loss or damage to crops and improvements belonging to the Sub-lessees;

(6) That they will not make or suffer any strip or waste or unlawful, improper or offensive use of the said premises;

(7) That in order to prevent erosion they will not do any cultivating on excessive slopes; that they will plow on contours only and will so ditch, drain, and cultivate the lands, and locate roads and trails thereon, as to prevent wash, strip or waste of the land as far as possible. The Sub-lessors shall, in their discretion, determine what slopes are "excessive" within the meaning of this provision.

(8) That they will supply their own water and water storage and will not interfere with, or draw water from, the water system constructed by the Sub-lessors.

(9) That the Sub-lessees will make every effort to prevent and suppress grass and shrub fires on the Island of Kaheolawe to the extent that in the conduct of their enterprise, they will, at all times, exercise the greatest caution in preventing such fires from starting and, if such fires do start from any source whatsoever, in the near vicinity of the lands held by them, or along roads constructed by them, they will do all within their power to suppress the same.

(10) That they will permit the Sub-lessors and their agents, and any representatives of the territory of Hawaii, at all reasonable times during the said term, to enter the said premises and examine the state of repair and condition thereof and will repair and make good all defects of which notice shall be given by the Sub-lessors, or their agents, within thirty days after the giving of such notice; provided that any breach of any of the conditions or covenants hereinabove mentioned shall be remedied forthwith.

(11) That they will not, without the written consent of the Sub-lessors first had and obtained, mortgage or assign this sub-

lease or any interest hereunder nor sub-let the whole or any part of the said demised lands;

(12) That at the end of said term, or other sooner determination of this sub-lease, the Sub-lessees will peaceably deliver up to the Sub-lessors possession of the land hereby demised; it being provided, however, that the Sub-lessees may remove, within three months after the termination of this lease, all buildings and improvements erected by them upon the demised premises or at the landing selected by them.

IT IS MUTUALLY AGREED, BY THE PARTIES HERETO:

That the demised lands are to be selected and their boundaries determined in a manner having the full approval of the parties hereto and subject entirely to the approval of the Commissioner of Public Lands and the Superintendent of Forestry of the Territory of Hawaii.

That such landing and wharves as are constructed by the Sub-lessees under the sublicense herein granted them shall be available to use by the Sub-lessors and by other Sub-lessees. In case such other Sub-lessees desire to avail themselves of such use, they shall reimburse the Sub-lessees herein such percentage of the cost of said landing and wharves as the area of said later Sub-lessees' lease may be of the entire area held by all Sub-lessees on the Island who handle, or desire to handle, their shipping over said landing and wharfage facilities. In case of a failure on the part of the Sub-lessees to agree as to an equitable distribution of such costs, the entire matter of admitting a new sub-lessee to the use of said equipment shall be presented to the Sub-lessors as arbitrators whose adjustment will be binding upon the parties to such arbitration.

ALL OF THE FOREGOING and this demise is upon this condition that if the Sub-lessees shall fail to pay the said rent or any part

thereof when the same shall become due, whether the same shall or shall not have been legally demanded, or fail in any other respect faithfully to observe or perform any of the covenants or conditions herein contained and on the part of the Sub-lessees to be observed and performed, and any such default shall continue for thirty days or if the Sub-lessees shall become insolvent, or shall abandon the said premises, the Sub-lessors may at once re-enter and take possession of said premises, or any part thereof in the name of the whole, and at its option terminate this sub-lease, without service of notice or legal process and without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract.

AND IT IS HEREBY expressly agreed and declared that the acceptance of rent by the Sub-lessors shall not be deemed to be a waiver by them of any breach by the Sub-lessees of any covenant herein contained, nor a waiver of the right to declare and enforce a forfeiture hereunder.

AND the said H. Shibata and K. Miyata, representatives of a group of individuals of which they are members, do hereby personally recognize and assume full liability for the fulfillment of the covenants of this sub-lease as undertaken on the part of the "Sub-lessees".

IN WITNESS WHEREOF the said parties have caused this instrument to be executed in duplicate.

H. A. Baldwin
H. A. Baldwin

Angus McPherson
Angus McPherson

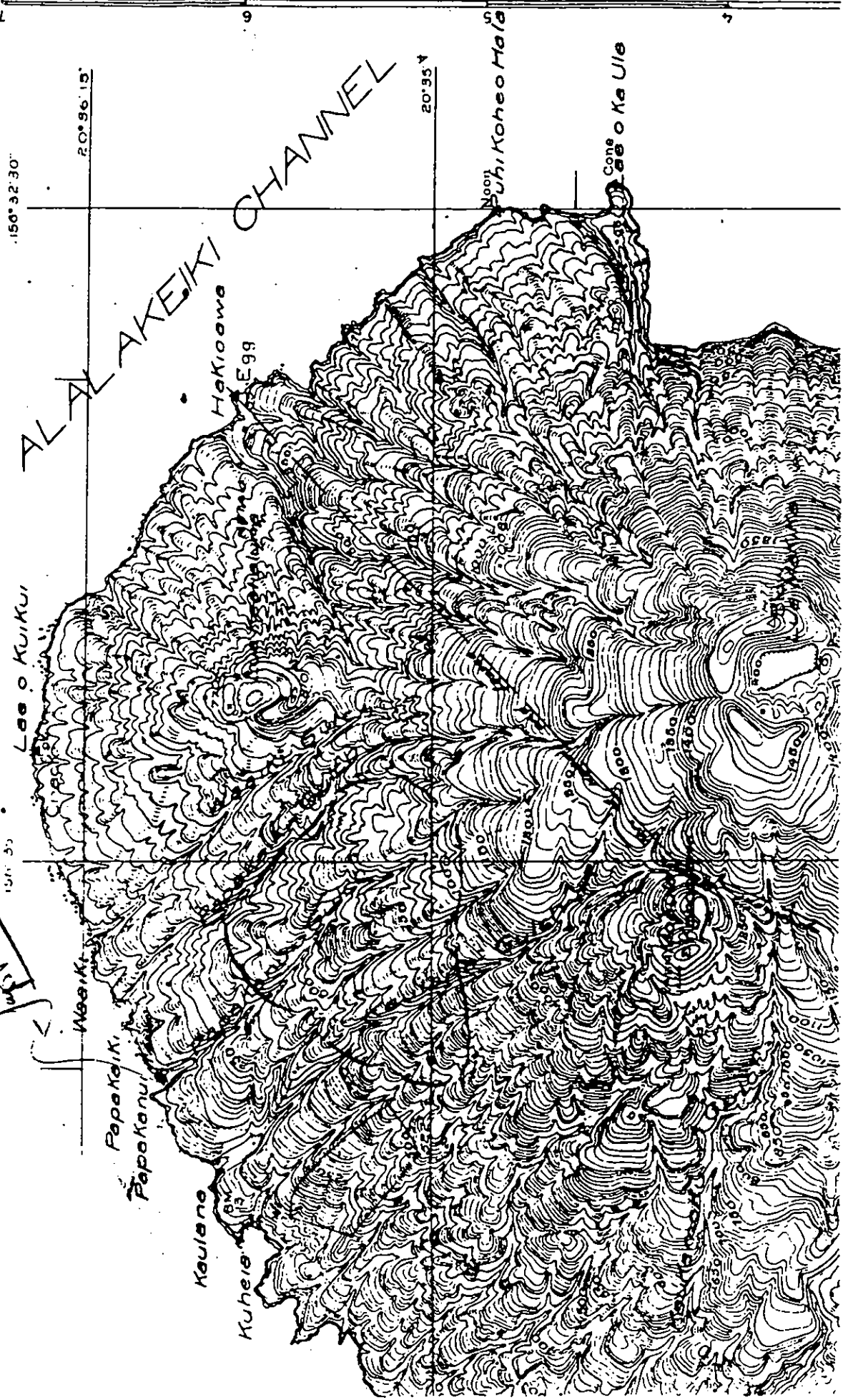
H. Shibata
H. Shibata

K. Miyata
K. Miyata

MAUI COUNTY
MAKAWAO DISTRICT
KAHOOLAWE QUADRANGLE

Advance sheet.
Subject to correction.

7 Miles



*File with
Mr. 1029*

March 18, 1929.

Alexander & Baldwin, Ltd.,
Honolulu, Hawaii.

Gentlemen:

Attention, Mr. Watson

I am returning herewith, in duplicate, duly approved, sub-lease from H. A. Baldwin and Angus McPhoe to H. Shibata and H. Miyata, sub-leasing portions of the Island of Kahoolawe, held under General Lease 1049.

I am enclosing our bill for \$2.50 being the fee for approval of the above sub-lease. Please submit your check for same.

Very truly yours,



C. F. Bailey,
Commissioner of Public Lands.

Encs.

MAUI AGRICULTURAL COMPANY, LTD.

MANAGER'S OFFICE

PAIA, MAUI, T. H.

Apr. 24, 1929

Mr. C. T. Bailey,
Executive Building,
Honolulu, T. H.

Dear Bill:

This is not an official letter as I want to get your personal views before writing you officially. Vincent has been talking with MacPhee about purchasing the Kahoolawe Ranch livestock and our leasehold of the island. As you know, the island has been a sink hole ever since we started the ranch there and the prospects now are not good on account of the heavy indebtedness and consequent interest which we have to pay.

If we should get a fair offer for the ranch, do you think you would authorize the transfer of the lease? Those whom Vincent has in mind as possible purchasers are Portuguese. Would you have any objection to transferring to a possible hui of Portuguese? They, of course, would have to take the lease subject to our present lease to the Japanese pineapple growers over there.

Sincerely yours,

Harry A. Baldwin

HAB:VT

*File with
Shelley*

April 26, 1929.

Mr. H. A. Baldwin,
Paia, Maui.

Dear Sir:

Replying to your personal letter of April 24th, please be informed that should you be able to sell your leasehold in Kahoelawe to the Portuguese Hui, I will approve the assignment of the lease, assuming, of course, that it will be a fairly responsible outfit.

I will be sorry to have you withdraw, but I am aware of the burden that it has been to you and do not blame you from wanting to get out from under.

Very truly yours,

AS

*File with
4.10.19*

MAUI AGRICULTURAL COMPANY, LTD.

MANAGER'S OFFICE

PAIA, MAUI, T. H.

April 27th, 1929

Mr. C. T. Bailey,
Executive Building,
Honolulu, T. H.

Dear Bill:

Thanks for yours of the 26th inst.
The sale of our leasehold of Mahoolawe may
not come about but I will keep you advised
and will make a formal request for your approval
if a satisfactory sale can be made. We, of
course, do not expect to be paid for the
leasehold as such, but rather for the livestock
that is on the island and something for the
improvements.

Sincerely yours,

Harry A. Baldwin

HAB:VT

MAUI AGRICULTURAL COMPANY, LTD.

MANAGER'S OFFICE

PAIA, MAUI, T. H.

May 14, 1929

Mr. C. T. Bailey,
Territorial Land Commissioner,
Executive Building,
Honolulu, T. H.

Dear Mr. Bailey:

Mr. Enos Vincent, representing a Japanese Hui, wishes to lease 2500 acres on Kahoolawe at a rental of \$5.00 per acre for the first two years, \$7.50 per acre for the third year, and \$10.00 per acre for the remainder of the government lease to myself and Mr. McPhee. I am unable to give you any particulars as to the personnel of this Japanese Hui but think they are pineapple growers from Molokai who are now growing pines for Libby, McNeill & Libby.

If we can arrange a lease as above, satisfactory as to methods of planting, fencing, etc., will you approve same?

Yours very truly,

H. A. Baldwin

HAB:VT

*File with
S. 1849*

May 17, 1929.

Mr. H. A. Baldwin,
Paia, Maui.

Dear Sir:

Replying to your letter of May 14th, relative to sublease of a portion of Kahoolawe to a hui of pineapple growers, please be informed that I will be pleased to consent to such a sublease.

Very truly yours,



C. T. Bailey,
Commissioner of Public Lands.

CTB/O'S

*File with
1009*

MAUI AGRICULTURAL COMPANY, LTD.

MANAGER'S OFFICE

PAIA, MAUI, T. H.

May 21st, 1929

Mr. C. T. Bailey,
Commissioner of Public Lands,
Territorial Office Building,
Honolulu, T. H.

Dear Sir:

I beg to acknowledge receipt of yours of the 17th inst. in which you say that you will consent to a sub-lease of a portion of Kahoolawe, regarding which I wrote you on the 14th. After the Japanese have looked the island over and fully made up their minds, I will advise you further regarding this and possibly will submit a sub-lease for your approval.

Yours very truly,

H. A. Baldwin

HAB:VT

MAUI AGRICULTURAL COMPANY, LTD.

MANAGER'S OFFICE

PAIA, MAUI, T. H.

May 31st, 1929

Mr. C. T. Bailey, Land Commissioner,
Territorial Office Building,
Honolulu, T. H.

Dear Mr. Bailey:

The other day Mr. Vincent called on Mr. MacPhee and me regarding the proposed subleasing of 2500 acres on Kahoolawe to Japanese pineapple growers.

It develops, so he says, that these growers will not take up the proposed lease unless some sort of a wharf and roads can be built for them. Of course, we can not undertake to do this. Possibly, however, we might be able to arrange to built a wharf sufficiently large to allow of a scow to be tied alongside. If this were done and other improvements put in at our expense, including roads, would it be possible when the present lease expires that it be sold subject to the buyers paying an appraised valuation for improvements. In all likelihood if pineapples prove a success on the island, there will be a number of bidders at the expiration of the present lease, with the possibility at least of our failing to bid it in.

There is another question I would like to ask and that is how long before the expiration of the present lease could a new lease be sold and if such a lease were sold before the present lease ends could the purchasers, if someone else, take possession before the present lease expires.

I do not suppose there are government funds available to build a wharf on Kahoolawe, or for roads either, are there?

Yours very truly,



HAB:VT

*Revised
R. 1929*

June 1, 1929

Mr. H. A. Baldwin,
Paia, Maui.

Dear Sir:

Referring to your letter of May 31st, relative to the Kahoolawe lease, please be informed that since the present lease provides that all improvements revert to the Government, it will be impossible to reimburse the present lessees directly for any improvements which may be on the land on the expiration of the lease. However, the amount expended by the lessees in permanent improvements would be one of the points to be considered by the Board of Arbitrators in fixing the rental for the last third of the lease. As you know, the rental is due for re-adjustment again in 1932.

A new lease may be sold not sooner than two (2) years from the date of expiration of the present lease, the new lessee to take possession upon the expiration of the present lease.

You are correct in assuming that there are no funds available for wharf or roads on Kahoolawe.

I am leaving for Maui Monday night with the Board of Arbitrators for East Maui Water License, and will discuss this matter with you while there.

Very truly yours,



C. T. Bailey,
Commissioner of Public Lands.

CTB:RF

MAUI AGRICULTURAL COMPANY, LTD.

MANAGER'S OFFICE

PAIA, MAUI, T. H.

February 24, 1930.

Mr. C. T. Bailey,
Territorial Land Commissioner,
Territorial Office Building,
Honolulu, T. H.

Dear Mr. Bailey:

RE: KAHOO LAWE

As a matter of information I wish to advise you that the Japanese (Shibota and Miyata) who were given a sub-lease on Kahoolawe for pineapple cultivation have abandoned the project. They have paid the Kahoolawe Ranch no rentals and we have heard nothing from them for nearly a year.

Very truly yours,

H. A. Baldwin

HAB:d

*File
J. H. 1849*

Feb. 26, 1930.

Hon. H. A. Baldwin,
Paia, Maui,

Dear Sir:

I thank you for your letter informing me that the sublessees, who undertook the cultivation of pine-apples on Kaheolawe, have abandoned the project.

Very truly yours,

CTB
C. T. Bailey,
Commissioner of Public Lands.

CTB/O'S