CRS G1
ITEM 217-2

LANDWAGGELEGENHITEN, KAROLINEN

1899-1905

FILMED FOR COMMONWEALTH ARCHIVES OFFICE
CANBERRA 1965

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## Index: Land References

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From: Imperial District Administration, Saipan
To: Imperial Governor, German New Guinea, Herbertshoehe
Date: October 23, 1900 (Herbertshoehe, December 28, 1900)
Subject: Claims of the Spaniard Portusack
Islands: Pagan - Agrigan - Alamagan


The mention that the new lessees are of Spanish nationality has to be discounted as Vicente Diaz and Pedro Ada are both Chamorros, whereas the third, J. M. Ogava, is of Japanese nationality married to a Chamorro.

Imperial Ambassador in Madrid dispatched copy of a report of 10/13/1899, as well as translation of a memo by the Spanish Government of 10/4/1899, requesting me to report to Your Highness the matter concerning claims to the islands Pagan, Agrigan and Alamagan by the Spanish national Portusack. This has however already been taken care of under No. 31 of 5/19/1900. I have nothing to add to it, as the translations from Madrid reveal nothing new on this matter. An error based on the release K 7568/40174 of 6/20/1900 raises however the assumption that two of the new lessees are of Spanish nationality. Vicente Diaz as well as Pedro Ada are native Chamorros; it is true that the third, J. M. Ogava is of Japanese nationality, but married to a native Chamorro and resides here.

Fritz

To the Imperial Governor of German New Guinea
The Rappbuehle von Bembiggen
Herbertshoehe

1. Settled by evidence No. 189
   V.G. 967/00
2. ZuA 4/19 W.
From: Imperial District Administration, Saipan
To: Imperial Governor, German New Guinea, Herbertshoehe
Date: October 23, 1900 (Herbertshoehe, December 28, 1900)
Subject: Claims of Spaniard Portusach Islands: Pagan - Agrigan - Alamagan

The Imperial Ambassador in Madrid dispatched copy of a report of 10/13/1899, as well as translation of a memo by the Spanish Government of 10/4/1899, requesting me to report to Your Highness the matter concerning claims to the islands Pagan, Agrigan and Alamagan by the Spanish national Portusach. This has however already been taken care of under J No. 51 of 5/19/1900. I have nothing to add to it, as the translations from Madrid reveal nothing new on this matter. An error based on the release K 7568/40174 of 6/20/1900 raises however the assumption that two of the new lessees are of Spanish nationality. Vincente Diaz as well as Pedro Ada are native Chamorros; it is true that the third, J.M. Ogawa is of Japanese nationality, but married to a native Chamorro and resides here.

To the Imperial Governor of German New Guinea
the Honorable von Bennigsen
Herbertshoehe

Fritz

1. Settled by evidence No. 189 V.G. 967/00
2. ZvA 4/19 W.
Regulations on acquisition, exchange, and gift of land

Summarization: Copy of a decree of January 20, 1900 by the Chancellor has been received. It prohibits acquisition, exchange, or gift of land property. It is assumed that the decree does not include leasing or renting of land. The transaction of September 29 is conditional and subject to the Governor's approval.

To: Imperial Governor von Bennigsen, Herbertshoehe

Date: October 2, 1900 (Herbertshoehe, April 13, 1901)

Subject: Regulations on acquisition, exchange, and gift of land

Island: Yap
From: Imperial District Administration, Yap
To: Imperial Governor von Bennigsen, Herbertshoehe
Date: October 2, 1900 (Herbertshoehe, April 13, 1901)
Subject: Regulations on acquisition, exchange and gift of land
Island: Yap

Imperial District Administration
Yap
No. 34
1 enclosure

Imperial Government
Herbertshoehe
Received 4/13/1901
J No. 281

A certified copy of a regulation by the Imperial Chancellor of January 20 of this year arrived here from the District Administration, Ponape. Paragraph 1 prohibits acquisition of real-estate by purchase, exchange, gift or other legal action. I suppose that the regulation does not concern lease or rental. The wording does not leave any doubt in my mind, as in that case an addendum would prohibit contracts on the use of real estate (see regulation of June 25, 1888 No. 245 Riebow p. 625). The District Administration has not received in meantime the reason for the regulation. I have in any case left the door open of transaction of the 29th of last month with the reservation provided in the enclosed -?– leaving the decision to Your Highness.

Senfft

To the Imperial Governor
The Hon. von Bennigsen
Herbertshoehe.
The following was agreed with the representative, the Japanese Ogara Sadajuki of the Chang Soru Hang Co.:

The text of the regulation of January 20 of this year concerning acquisition of real-estate puts in question whether lease of land should also be prohibited. The comparent has the intention to lease for his company several small pieces of land to establish trading stations on the Palauan islands. This will be permitted with the stipulation that he relinquish the lease-stations without any claim, should the mentioned regulation, as per decision of Higher Instance, prohibit also lease of land-lots.

Mr. Sadajuki declared himself in accord with this.

Translated into English.

(signed) Ogara Sadajuki

(signed) Senfft
Summarization: Agreement was signed by Ogara Sadajuki, representative of Chang Soru Hang Co.

In consideration of the decree of January 20, 1900 curtailing purchase of land, it is in doubt whether this decree includes curtailment of land-lease. The lease of small parcels of land to the above company to establish trading stations on Palau is agreed to. Should a decision, countering the lease of land, be received, the leased stations would have to be evacuated without further claim.
Subject: Claims of the Spaniard Portusack Islands: Pagan - Agrigan - Alamagan

Summarization: Report and translations submitted by the Spanish Government concerning Portusack's claims do not reveal new information. The mention that the new lessees are of Spanish nationality has to be discounted as Vicente Diaz and Pedro Ada are both Chamorros, whereas the third, J. M. Ogava, is of Japanese nationality married to a Chamorro native.
Summarization: Copy of a decree of January 20, 1900 by the Chancellor has been received. It prohibits acquisition, exchange, or gift of land property. It is assumed that the decree does not include leasing or renting of land. The transaction of September 29 is conditional and subject to the Governor’s approval.
Summarization: Agreement was signed by Ogara Sadajuki, representative of Chang Soru Hang Co.

In consideration of the decree of January 20, 1900 curtailing purchase of land, it is in doubt whether this decree includes curtailment of land-lease. The lease of small parcels of land to the above company to establish trading stations on Palau is agreed to. Should a decision, countering the lease of land, be received, the leased stations would have to be evacuated without further claim.
Summarization: Leit and Labareo do not wish to sell their land. Leit asked Mk. 160,000 for Bikini, Rongelab, Rongerik, Ailinginau, and Wotho and would not accept a lower offer. He was offered Mk. 60,000 maximum. He declared later, that after discussion with his family he declined to sell land to the Treasury, which may have been decided under the influence of his women, previously from Kabua.

Labareo declared that he will have to bow to Government pressure, but that he will not agree voluntarily to the sale, in the interest of his subjects. It may also very well be that the two chiefs act in fear of revenge from their subjects.

Chiefs Piter and Jitiam are ready to sell their islands in the Eniwetok lagoon except Eniwetok and Engebi, which they have cultivated under contract with the Jaluit Co. The islands are: Facrol, Jaebatan, Jinme, Anani, Eneroul, Runit, Girinen, Ribawon, Bogon, Mut, Iguren, and Mere, which belong to Pita. Jitiam owns: Bilai, Alabil, Lojoa, Bijile, Auman, Enelorum, Lujor, Aij, Bogenlab, Girinen, Muejigarok, Bogon, Bogairik, Riribuj, Elkhalab (?), Ejibjal, Bogenbago, Bogoluo, and Bigen. The total area of the islands is 320 ha. 200 ha. would be suitable for plantation, especially Mut,
Igurin, and Mere. Islands on the west and east side are often flooded. Mk. 3000 has been offered and accepted.

Island Lai (77 ha.) is needed for its 223 inhabitants.

Atoll Ujai--99 ha.: Enulamiek--59 ha.; Ebetju--38 ha. The smaller islands are estimated at 60 ha., with a population of 155. Of the total of 260 ha., appr. 80 are covered with bush.

Island Lib: 96 ha., 74 inhabitants.

Kwadjelin: Ajikan--28 ha.; Diboj--13 ha.; Bikejilang--13 ha. Appr. of the same size are: Enegaran, Enemanet, Enebun, Boker, Wobile, Bikelaelab, Ejil, and Enerikirik, of appr. 80 ha.

Belonging to Ailing Jappel: Ninna--72 ha.; and Ruot--54 ha.

Ailing Jappel belongs to one family of 20 adults, who also own Enebing and Millu, with a total of 50 ha. to be cultivated. They also have land in other parts of the lagoon. There is also Nell--15 ha.; Enmat--9 ha.; Kijinbui--29 ha.; Kuroer--20 ha.; Jaeferod--17.5 ha.; Ero--41.4 ha.; Enelabkan--43 ha.; Ninii--23 ha.; Enebuj--8.5 ha.; and Kwadjelin--142 ha: a total of 475.4 ha.

The plantations are not well tended due to the small number of inhabitants: 349 to an area of appr. 1800 - 2000 ha.

Namu Atoll: a total of 423 ha.: Loien--189 ha.; Lukoj--7.5 ha.; Kaginen--86 ha.; Namu--141 ha. The smaller islands are appr. 280 ha.
Total area of 700 ha. with 195 inhabitants, and 400 ha. cultivated.

Ailinglablab lagoon: Wotja--140 ha, and Jih--157 ha. The total lagoon may have 1200 ha., of which 700 ha. are cultivated.

Ratak: Mille, Mejeru, Arno, Ebon, and Namerik in Ralik. Population density is too large for land acquisition. Only Utirik was surveyed.

Aurh and Maloelab are both cultivated. The two lagoons have an area of appr. 1200 ha. and can accommodate a large population. Maloelab has 456 and Aurh 318 inhabitants.

Island Mejit: 250 ha. is cultivated and well tended. The 492 inhabitants are sufficient to cultivate the land.

Utirik consists of five islands. Utirik and Auen are cultivated. The two islands are 153 and 43 ha. respectively. All the other islands are 30 ha. area with a population of 165.

Mille Atoll: 1000 ha; Arno--1200 ha; Majuro--1400 ha; Jaluit--800 ha; Ebon--700 ha; Namerik--500 ha.

Based on the above information, it is suggested:

To confirm 320 ha. in Enivsetok for Mk. 3000.

To seize Atolls Bikini, Rongelab, Rongerik, Wotho, and Ailinginai in the Raliks, the atolls Taka, Erikub, and the island Temo (25 ha.) as well as all other dispensable islands in the lagoon Wotje.
Ailinginai is uninhabited.

The atolls of Bikini, Rongelob, and Rongerik are sparsely populated, and only minimally cultivated. The right of disposition of the atolls and the raliks are in the hands of Iroj Leit. His subjects agree to surrender the land which they hold for cultivation. Should the government approve, the natives will consent to resettlement without difficulty. Kwadjielin, Namu and Ailinglablab can receive the 324 inhabitants. The seizure of total lagoons has the advantage to avoid disputes between the erstwhile owners and the white lessees. The long sea voyages will be eliminated if the people will live in the more densely populated areas and forced residency. It will not only provide more time for cultivation, but also eliminate consideration of hygiene, which is always the case with a people on the move. Chiefs will be able to have more control over their subjects and encourage them to cultivate the land which is finally theirs. The same arises for the real estate of Iroj Labareo.

Erikub and Taka and Temo are uninhabited. The inhabitants of Wotje should be condensed on this lagoon. The island Wotje has ample space available.

The northern islands are rarely visited, and a resettlement in the southern islands would be to the Government's advantage. Inbreeding in the northern islands will come to an end.
Resettlement will be followed by reorganization. Chiefs of the atolls will be representatives, while the present Iroj Eleblab is alive. They will have to pay a tax to the Iroj Eleblab, which is the responsibility of the atoll chiefs. Head tax in copra is most advantageous to the Government, and easiest for the inhabitants. If seizure is approved, it is suggested that the 300 ha. in Eniwetok, the Atolls Bikini, Rongelab, Rongerik, Wotho, and Ailinginai be allocated to the Marshall Plantation Syndicate; Maka, Erikub, Temo, and the seized Wotje Islands would be allocated to other establishments.

Populations survey is attached.

(First page of document is mission.)

Justus Scharff & Co. is requested to transmit the attached to Director Mueller of the Jaluit Co.
Native Inhabitants in the Marshalls

<table>
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<th>Island Name</th>
<th>Men</th>
<th>Women</th>
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Eniwetok, August 1, 1912.

The two Irojs of the Atoll Eniwetok, Jitiam of Enjebi and Pita of Eniwetok declare: We are ready to sell the Treasury of the Protectorate of German New Guinea for Mk. 3000:

Jaerol, Jaebetan, Finme, Anani, Eneroul, Runit, Girinen, Kilaiwon, Begon,
Mut, Igureu, and Mere, belongont to Pita.

Bilai, Alabil, Laion, Bijile, Auman, Enelerun, Lujer, Aij, Elli, Bofenelab, Girinen, Muejigaroek, Bogon, Bogairik, Ririlbuj, Ellikelab, Ejibjal, Bogenbago, Bogelu, and Bigen, belonging to Jitiam.

The islands have an appr. area of 300 ha., and are not inhabited. The time of transfer is to be determined by the Government of German New Guinea.

Read and interpreted by Hermann Schmidt.

October 1, 1912: File submitted.

Survey maps.
From: Foreign Office, Colonial Division, Berlin
To: Governor, Herbertshoehe
Date: December 6, 1900
Subject: Lease of land to Emil Loessner
Island: Saipan

Summary: December 6, 1900 from Colonial Division, Berlin to District Administrator, Saipan: Emil Loessner refused to sign the lease of land on Saipan. A position must be developed which will permit larger companies to obtain profitable land concessions. Precise information concerning acquisition of real estate by non-natives has to be determined.

November 13, 1900 from Emil Loessner, Dresden, to Colonial Division, Berlin: Returning the draft of lease-contract as unacceptable. Cost of labor, personal expenses, and amount of income make a yearly lease of Mk. 1,000 impractical. It takes 6 to 8 years to control bush land, quite apart from the possibility that the lease contract may be cancelled by the government at any time.

Draft of lease contract: The Imperial District Administration leases 25 ha. in the district of Talofoto on Saipan to Emil Loessner for a term of 25 years for the yearly amount of Mk. 1,000 to be paid half-yearly in advance. The boundaries of the land are to be determined. The lessee is obliged to follow instruction on cultivation. Districts of water springs and other places important for forestry are still to be determined.
The lessee is responsible for the maintenance of public roads. The lessee has to render account of cultivation by April 1 of every year. The contract will have to be cancelled two years prior to expiration, or continuation of the contract's validity for another 25 years will be assumed.

If conditions are not fulfilled, the contract may be cancelled at any time.

With expiration of the contract, all buildings and cultivation will become the property of the government.
From: Foreign Office, Colonial Division, Berlin
To: Governor, Herbertshoehe
Date: December 6, 1900
Subject: Lease of land to Emil Loessner
Island: Saipan

Foreign Office
Colonial Division
No. K 27766/79649
No. 343

Berlin, December 6, 1900

Imperial Government
Herbertshoehe
Received Jan. 24, 1901
J. No. 37

For your kind information, Your Highness receives herewith copy of a decree of this day, sent to the Imperial District Administration in Saipan, concerning lease of a piece of land to Emil Loessner.

To the Governor
Herbertshoehe
To the report of September 1st, of this year, J No. 192 No. 59 submitted to the Imperial Governor in Herbertshoehe.

Emil Loessner, mentioned in the above report, has sent here a letter attached in copy together with an original enclosure of the 13th of last month in which he expresses his refusal of the lease contract drawn up by Your Highness. The observations of Loessner submitted in the letter and in form of notes in the margin concerning contract proposal seem worthy of consideration.

Furthermore these contracts cannot be agreed to as long as a position on the question of land concession to larger companies has not been arrived at here; therefore the erstwhile settlement of native and ownerless land sale yields to another legal position (regulation of January 20th of this year by the Imperial Chancelor, Colonial Journal p. 94 and its disposition of the 24th of last month attached to the decree #323 of the 27th of last month). The sooner precise reports on present real-estate ownership by non-natives is received here, the quicker a decision on the question of concession can be arrived at. I wish to declare already now that I will take into consideration the concern, which Your Highness seems to entertain against monopolization of trade and cultivation in the Marianas and which have also been stated in detail by the Imperial Governor in Herbertshoehe. I can however not omit to take up the detailed report, enjoined by Your Highness on all of the
questions, because of the recent determination of the Colonial Council on these concessions.

I wish to abstain for the time being from a directive on Loessner, but I assume that his declaration of renunciation will be accepted without delay by Your Highness, even if in meantime his authorized agent, the secretary v. Zelenski should have signed the contract.

Copy of this decree will be sent to The Imperial Governor and the Vice Governor in Ponape to whose district Loessner will return as the representative of the Jaluit Co.

Foreign Office
Colonial Division

(signed) Stuebel

To the District Administrator
Saipan
Permit me to transmit respectfully to you a plan received from the District Administration, Saipan.

While in Saipan I tried to acquire approximately 500 ha. of land for cultivation and deposited at the same time Mk. 2,000.-. I receive today an answer in response that it is not permissible to acquire land but only to lease it.

The amount for the lease has been fixed at Mk. 1,000.- p.a. I have therefore to pay the District Administration Mk. 1,000.- p.a. besides paying workers, not taking into consideration my own livelihood; and this for 6-8 years as it takes as long to make the land, now overgrown with brush, productive. Until I earn anything I would have to pay first of all Mk. 6-8,000.-. This might be possible; but the land will always remain the property of the administration. The same can give me notice at any time which means that I may be evicted at any time when the plantation is productive.

Under these difficult circumstances you will probably never obtain planters to go to the colonies and I request respectfully to inform the District Administration in Saipan that I forego the lease-contract transmitted to me.

Permit me to sign as the obedient servant of the Foreign Office's Colonial Division.

Now in Dresden A., (signed) Emil Loessner

Elisenstrasse 57

P.S. I will call for the Mk. 2,000.- deposited in Saipan in February.
Draft

Contract between the Imperial District Administration, Saipan and Mr. Emil Loessner, local.

#1.

The Imperial District Administration leases to Mr. Emil Loessner for the duration of 25 years an area of 500 ha. in the district of Talofofo on Saipan for rational exploitation so that the product be neither exhausted nor reduced. The yearly amount of Mk. 1,000.- is to be paid half yearly in advance.

The lessee has to deposit Mk. 1,000.- with the treasury of the Imperial District Administration, Saipan, as a guarantee for fulfillment of his contractual obligation.

#2.

The precise determination of this connected area, forming the lease-hold, remains to be determined and agreed upon and the survey is to be shortly undertaken.

#3.

The lessee is obliged within the coming (?) 5 years to cultivate at least 100 ha. of the ranch; and in each following year to plant at least a further 25 ha. for cultivation of the ranch with coco palm-trees in intervals of no more than 10 m. Each newly cultivated -?- with rice, cacao, coffee, tobacco, and
sugarcane is to be calculated three times and deducted from the area to be cultivated. The Imperial District Administration can also extend this compensation to other cultivations.

\#4.

From detailed orders by the Imperial District Administration, de-forestation may not proceed in districts of springs and rivers and other sites, where forestry principles are deemed to be necessary.

\#5.

The lessee is responsible for the maintenance of public intersecting roads, if their construction is not submitted to any restrictions.

\#6.

The lessee has to submit brief information by April 1st of each year on new plantings of the preceding year.

\#7.

If the contract is not recalled at least two years prior to expiration of the first lease period until \ldots \ldots \ldots \ldots \ldots \ldots \text{at the latest, the same is continued for 25 years.}

\#8.

Should the lessee not fulfill the conditions of this contract, the Imperial District Administration can dissolve the same \underline{at any time} without prior notice.

\#9.

After expiration of the contract, i.e. after its dissolution in the case of \#8, the total buildings and plantations of the establishment return into
ownership of the state without compensation to the lessee.

Saipan, the . . . . . . . . . . . . . . . .
Summarization: Agreement to Governor's decree of September 26, 1899 is withheld: native real estate is not to be entered and included in land register as established in Ponape, but must follow the same ruling established in all areas of the Protectorate. Real estate which had been entered previously or will later become native property, will follow these rules:

Native registrations in Ponape, Yap and Saipan should be eliminated, also those which had been entered under Spanish rule, treated in the same ways as Europeans. Special considerations concerning this matter would have to be submitted.

Survey of registrations and applications for registration into the land register of Ponape to the end of November 1900:

<table>
<thead>
<tr>
<th>OWNER</th>
<th>REAL ESTATE</th>
<th>ISLAND</th>
<th>HA.</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 Capuchin Mission</td>
<td>1. Gov't estate</td>
<td>Ponape</td>
<td></td>
<td>Presumed lease</td>
</tr>
<tr>
<td></td>
<td>2. Dist. Not</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Dist. Auwak</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Dist. Tochakoits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Sacred Heart Mission</td>
<td>Tauenu, Dist. Not</td>
<td>Ponape</td>
<td>ca. 60</td>
<td>Presumed acquisition</td>
</tr>
<tr>
<td>6 Sacred Heart Mission</td>
<td>Auwak</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OWNER</td>
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<td>ISLAND</td>
<td>Ha.</td>
<td>TITLE</td>
</tr>
<tr>
<td>-----------------------</td>
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<td>------------------------</td>
</tr>
<tr>
<td>7-9 Kubary Est.</td>
<td>3 parcels undevel.</td>
<td>Ponape?</td>
<td></td>
<td>Presumed acquisition</td>
</tr>
<tr>
<td>10 Johann Ruys</td>
<td>Trade Station</td>
<td>Ponape?</td>
<td>ca. 1</td>
<td>Presumed acquisition</td>
</tr>
<tr>
<td>11-12 Joaquin Gilimete</td>
<td>Plantation</td>
<td>Ponape?</td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td>13-17 Mixed Blood</td>
<td>Small parcels</td>
<td>Ponape?</td>
<td></td>
<td>Property</td>
</tr>
<tr>
<td>18 Nanpei</td>
<td>Ant, Narlap, 7 parcels</td>
<td>Ponape?</td>
<td></td>
<td>Inherited</td>
</tr>
<tr>
<td>19 W. Ch. Bishop</td>
<td>Residence</td>
<td>Ponape?</td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td>20 W. Ch. Bishop</td>
<td>Land on Lot Harbor</td>
<td>Ponape</td>
<td>500</td>
<td>Acquisition</td>
</tr>
<tr>
<td>21 F. G. Hitchfield</td>
<td>Large land</td>
<td>Ponape</td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td></td>
<td>Harbor Metalonim</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 F. G. Hitchfield</td>
<td>Magniraryk</td>
<td>Truk</td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td>23 F. G. Hitchfield</td>
<td>Tarik</td>
<td>Truk</td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td>24 A. H. Monrad</td>
<td></td>
<td></td>
<td></td>
<td>Greenwich Isl.</td>
</tr>
<tr>
<td>Herbertshoehoe</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 Pac. Isl. Co.</td>
<td>Sakar Kuys</td>
<td>Pingelap &amp; Mokil</td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td></td>
<td>Puketik</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Vice Governor's Remarks:

#5 Against permission to grant land in Tauenu.

#10 Ruys regarded as native. Held lease for 11 years.

#11 Gilimete, Portuguese Mixed Blood, considered native--owned part of land and acquired 20 ha. from government to raise cattle with reserved rights of government in case of resale.

#18 Boundaries of Chief Nanpei's registration to be established.

#19 Residence built with the consent of Spanish Government.

#20 With permission of Governor von Bennigsen, as acquisition had been denied during discussion of German take-over.
Vice Governor's Remarks:

Title to land has been deposited with Spanish Governor.

Remarks by Vice Governor: Until January 22, 1900: 24 entries into the land register, of which 19 entries concerning claims from Spanish times.

Furthermore the following claims from Spanish times have been reported but not registered:

1. The American Worth - Tien Island near Metalonim (Ponape).
2. Pacific Island Co. - small parcel of land on Lukunor (210 x 372').
3. Pacific Island Co. - small parcel of land Island Amas in Namaluk.

Rejected or undecided claims for land transfer:

1. Pacific Island Co. - claim for lease of January 17, 1900 of parcel of land Moukatala on Sakemau (Nukuor), to be determined by the Governor.
2. Japan. South Sea Hiki Trading Co. (Details not known).
3. Capuchin Mission - lease of 1-2 ha. for the sisters of the order.
   (Land near the government station on Ponape requested for term of 99 years.)

Feb. 14, 1901 from Ponape Vice Governor to Governor, Herbertshohe:

Cancellation of Mixed Blood and Natives' land titles, established by the Spanish Administration, would limit property rights of Government. The owners of titles are aware of the meaning of property rights and injury to their right might produce political repercussions. Native land claims will be considered in concession discussions with the Jaluit Co.
February 23, 1901 from the Governor: recommends that native and Tagalene real estate remain entered into provisional land register, based on Spanish procedures.

April 9, 1901 from Saipan to the Governor von Bennigsen, Herbertshoehe:
Advises registered real estate of "non-natives" in the district. Title to property, granted by the previous government, has been cancelled with the consent of the concerned parties. Islanders have been informed of land sale prohibition to foreigners.

<table>
<thead>
<tr>
<th>#</th>
<th>Owner</th>
<th>District</th>
<th>Appr. Ha.</th>
<th>Cultivation</th>
<th>Borders</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Government</td>
<td>As Galaite &amp; As Falipe</td>
<td>15</td>
<td>research station</td>
<td>East: Mtn. Ridge West: Garapan North &amp; South: Native land</td>
</tr>
<tr>
<td>2</td>
<td>Government</td>
<td>Punta Mulchut</td>
<td>25</td>
<td>cattle park</td>
<td>East: road to Tanapag West &amp; North: Ocean South: Native Land</td>
</tr>
<tr>
<td>3</td>
<td>Government</td>
<td>Loenjon</td>
<td>20</td>
<td>cattle park</td>
<td>Enclosed by woods &amp; hills</td>
</tr>
</tbody>
</table>

Property Title | Acquired         | Remarks                                                                
Acquisition    | 26 AUG 1900      | From Ana de Leon Guerrero, 1.38 ha. (Spanish title)  
Exchange       | 8 AUG 1900       | 2.24 ha. with Jos. Robert for real estate in Chala (Spanish title)  
Exchange       | 5 DEC 1900       | 2.43 ha. with Johann Gumatanlan for real estate in Salomon Papago (Spanish title)
<table>
<thead>
<tr>
<th>Property Title</th>
<th>Acquired</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange</td>
<td>8 AUG 1900</td>
<td>4.8 ha. with Feliz de la Cruz for real estate in Hunai Hagman (Spanish title)</td>
</tr>
<tr>
<td>Exchange</td>
<td>26 AUG 1900</td>
<td>4.28 ha. with Rodrigo de Vastro for real estate in Marpi (Spanish title)</td>
</tr>
<tr>
<td>Occupation</td>
<td>since 1900</td>
<td>Remainder to mountain ridge</td>
</tr>
<tr>
<td>Exchange</td>
<td>27 AUG 1900</td>
<td>2.85 ha. with Jos. de los Reyes for real estate in Chalan Pian</td>
</tr>
<tr>
<td>Exchange</td>
<td>1 SEP 1900</td>
<td>3.5 ha. with Domingo Blanco for real estate in Chalan Ouilla.</td>
</tr>
<tr>
<td>Exchange</td>
<td>8 AUG 1900</td>
<td>3.5 ha. with Joh. Cabrera y Castro for real estate in Afetnia</td>
</tr>
<tr>
<td>Acquisition</td>
<td>27 AUG 1900</td>
<td>0.3 ha. of Josefine de Rosario</td>
</tr>
<tr>
<td>Exchange</td>
<td>26 AUG 1900</td>
<td>4.5 ha. with Joh. Sablan for real estate in Chalan Laulau.</td>
</tr>
<tr>
<td>Acquisition</td>
<td>27 AUG 1900</td>
<td>1.5 ha. Niever Manahane.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>OWNER</th>
<th>District</th>
<th>Ha.</th>
<th>Cultivation</th>
<th>Borders</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Jos. Maria Ozawa (Japan)</td>
<td>Afetnia</td>
<td>12.4</td>
<td>Plantation</td>
<td>N: Joh. de Castro</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Jos. Palucios &amp; Joh. de la Rosa</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E &amp; W: Prairie</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Afetnia</td>
<td>2</td>
<td>Plantation</td>
<td>N: Wood</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Joh. Cabrera</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Barilin Blas</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Wood</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Susupe</td>
<td>6.25</td>
<td>Plantation</td>
<td>N: Ramon Malik</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Joh. Matsinaga</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Wood</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Jos. de la Cruz</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Susupe</td>
<td>4</td>
<td>Kokal (?)</td>
<td>N: J. M. Ozawa</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Lagoon</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Ramon Malik</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Chalan Canoa</td>
</tr>
<tr>
<td>#</td>
<td>Owner</td>
<td>District</td>
<td>ca</td>
<td>Ha.</td>
<td>Cultivation</td>
</tr>
<tr>
<td>----</td>
<td>------------------------</td>
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<td>----</td>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>8</td>
<td>Chalan Quilla</td>
<td>10.5</td>
<td></td>
<td>Kokal (?)</td>
<td>N: Wood</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Ramon Malik</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Ocean</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Joh. Marian Matrinaga</td>
<td>Chalan Quilla</td>
<td>5.6</td>
<td>Plantation</td>
<td>N: Luis Tenovio</td>
</tr>
<tr>
<td></td>
<td>(Japan.)</td>
<td></td>
<td></td>
<td></td>
<td>E: Joh. Diaz</td>
</tr>
<tr>
<td>10</td>
<td>Chalan Daudau</td>
<td>4.9</td>
<td></td>
<td>Plantation</td>
<td>N: Anton Diaz</td>
</tr>
<tr>
<td></td>
<td>(LauLau?)</td>
<td></td>
<td></td>
<td></td>
<td>E: Joh. del Guerrero</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Wood</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Luis Tenovio</td>
</tr>
<tr>
<td>11</td>
<td>Faila Sagua</td>
<td>3.2</td>
<td></td>
<td>Kokal (?)</td>
<td>N: Joh. Diaz</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Wood</td>
</tr>
</tbody>
</table>

### Property Title

<table>
<thead>
<tr>
<th>Property Title</th>
<th>Acquired</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupation</td>
<td>1897</td>
<td></td>
</tr>
<tr>
<td>Acquisition</td>
<td>1897</td>
<td>of Joh. de la Cruz (Spanish title)</td>
</tr>
<tr>
<td>Acquisition</td>
<td>1899</td>
<td>of Manuel Villagomez (Spanish title)</td>
</tr>
<tr>
<td>Acquisition</td>
<td>30 JUL 1898</td>
<td>of Joh. de la Reyes (Spanish title issued in Guam after May 20, 1898)</td>
</tr>
</tbody>
</table>
April 29, 1901 from Foreign Office, Colonial Division, Berlin, to the Governor, Herbertshoehe: No further objection is raised to entrance of natives' real estate into the land register. The prohibition of sale of land is however maintained.
I am sending Your Highness for kind information copy of a summary of entries and applications for entries into the temporary land register in Ponape, which were drawn from the local files. The reports, which form the basis of the summary by the Imperial Vice-Governor in Ponape, result in his belief that he might also have to enter title of natives into the register.

I cannot agree with this practice as to the text of No. 14 of your regulation of September 26, 1899, as it may obscure the rights of disposition of the referred to natives. I do not intend to treat the natives of the island district differently as to real-estate rights, as in the other Protectorates. It is well-known that the register of real-estate charter does not apply in principle to native real-estate, but to that real-estate which is entered into the register of landed property. These remain subject to the register of landed property, also if later on -? transferred to ownership of a native; for example (No. 4 of the Highest decree for German New Guinea of July 22, 1887, Riebow, p. 469).
It is therefore to be taken into consideration that entries of natives into the land registers of Ponape, Yap and Saipan may be eliminated under Spanish Dominion. I request to be informed if special considerations against the process exist. On no account are the claims of natives for real-estate, registered for them, to be exempt of the order's interdict from the regulation of January 24 (Colonial Journal p. 94) and the declaration now issued and added on the 24th of this month to be recognized.

The Imperial Vice Governor in Ponape and the Imperial District Administrators in Yap and Saipan receive copies of the decree with the invitation to report to Your Highness and here.

Foreign Office, Colonial Division

To the Governor
Herbertshoehe

Stuebel
Survey of entries and applications and applications for land-register entries as known to the Colonial Division at the end of November 1900.

<table>
<thead>
<tr>
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<th>REAL ESTATE</th>
<th>ISLAND</th>
<th>HA.</th>
<th>TITLE</th>
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<tbody>
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<td>each one lot</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
<td>Acquisition</td>
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<td>Ponape</td>
<td></td>
<td>Acquisition</td>
</tr>
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<td>22 F. G. Hitchfield</td>
<td>Magniraryk</td>
<td>Truk</td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td>23 F. G. Hitchfield</td>
<td>Tarik</td>
<td>Truk</td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td>Remarks</td>
<td>Files from which info. originated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>----------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 1-4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 5</td>
<td>V.G. Hahl objects especially admission of title concerning land Tauenu.</td>
<td>CD 2529/00 i.a. Carol. 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 10</td>
<td>Ruys is of mixed blood and regarded as native. He has already had the land in lease for 11 years.</td>
<td>CD 13110/00 i.a. Carol. 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 11</td>
<td>J. Gilimete is a Portuguese mixed blood, also regarded as a native. Part of the land already belongs to him since Span. times. V.G. Hahl sold him 20 ha. to enlarge cattle breeding with the provision of acquisition rights by the treasury in case of resale.</td>
<td>&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 18</td>
<td>Nanpei is a chief. The entry into the register, establ. by V.G. Hahl, has taken place subject to regulation of boundaries.</td>
<td>&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 19</td>
<td>Bishop had built his residence already at the time of the Spanish dominion with consent of the Governor.</td>
<td>&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 20</td>
<td>The property transfer followed instruction by Gov. v. Bennigsen. He remarked that Bishop had requested the Span. Government for approval of acquisition, which the latter however refused during the take-over-discussion with Germany.</td>
<td>CD 548/00 i.a. Carol. 1 time 2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 21</td>
<td>The acquisition title is deposited with the Spanish Government.</td>
<td>CD 13110 i.a. Carol. 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 22</td>
<td>Ditto</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>to 23</td>
<td>Ditto</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

K.A. equals in English C.D. (Colonial Div.)
<table>
<thead>
<tr>
<th>#</th>
<th>Owner's Name</th>
<th>Land</th>
<th>Island</th>
<th>Land's size</th>
<th>Title</th>
<th>Acqu. date</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>A.H. Monrad</td>
<td>2 ha.</td>
<td>Greenwich</td>
<td>2 ha.</td>
<td>unknown</td>
<td>unknown</td>
<td>-?-</td>
</tr>
<tr>
<td></td>
<td>H'hoethe</td>
<td></td>
<td>Islands</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Pac. Isl.</td>
<td>Land</td>
<td>Pingelap</td>
<td>unknown</td>
<td>acqu.</td>
<td>1/1/00</td>
<td>-?-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sakar- &amp; Mokil</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Company</td>
<td>Land</td>
<td>Puketik</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above statements are supplemented by the following remarks by the Imperial Vice Governor Hahl (at CD -?-).

Until 1/22/1900 the land register in Ponape (No. 14 of the -?- of 9/26/1899) numbered 24 entries (some entries include several claims). Nineteen entries refer to claims from Spanish times (apparently the following numbers of the above table: 5, 6, 12, 20, 25/26). Twenty of all numbers include (?) land on Ponape (inclusive of the outer Ant Islands).

Furthermore the following titles originating in Spanish times -?- without having been entered so far:

1) Island Tien near Metalanim (Ponape) presumably bought from the American Worth.
2) Small piece of land of the Pacific Island Co. on Lukunor (210 x 372 foot), bought -?

3) Small piece of land of the Pacific Island Co. on the island Amas in Namaluk -? - (CD 25847/99 & i.a. Carol. 7 & CD 13663/00 i.a. Carol. 4).

Finally are present the following applications for land transfer which were either rejected or undecided:

1) Application of the Pacific Island Co. of 1/17/1900 for lease of the land Moukatala on Sakeman (Nukuor). (The entry is pending for authorization of the Governor and takes place if -? - the firm will agree with the lease conditions proposed by the Governor.) CD 13663/00, i.a. Carol. 4.

2) Application (or Applications) by the Japanese South Sea Hiki Trading Co. (details are not known) CD 13110/00, i.a. Carol. 4.

3) Application by the Capuchin Mission for lease of 1-2 ha. for the sisters of the order (land near the Government station on Ponape -? - applied lease duration 99) CD 2531/00 i.a. Carol. 9 B.l. to decree of the Colonial Division of the Foreign Office of November 27 of last year. J.K. 28882/77780

The entry of land titles into the land register of mixed blood and natives' land, granted by the Spanish Administration, is based by law on the consideration that a deletion of a piece of land from the land constitution by Government bestowal of free and unlimited property is a curtailment of the rights of owners which does not seem to be admissible.
This position seems the more indicated as the title owners are fully informed on the meaning of property; and that an impairment of their rights might be politically unwise. I wish to refer here to the explanatory report of September 8th of last year, J No. 444, and reserve the right to take position on some of the natives' land claims, caused by the negotiations of concession with the Jaluit Co.

The Foreign Office, Colonial Division, receives copy of this report. To the Governor in Herbertshoehe.

The Imperial Vice Governor

To the Governor, Herbertshoehe
Concerns: entry into register of landed property in the island district.

To the decree of the 27th November, 1900 No. 325 K 28882/77780

I respond respectfully to the report presented to you by the Vice Governor Dr. Hahl of February 14 and the District Administrator Senfft of Feb. 18.

With the decree of the regulation of 1899, it was not taken into consideration that land title of natives should be included into the temporary register of landed property. Conditions of real estate property as developed under Spanish Dominion were however not yet well-known. With the determination of these, it was established that on Ponape as well as on Yap, the Spaniards granted in some cases real estate property of insignificant extents of land to higher echelon natives or immigrant Tagalenes which should have been treated in the same manner as Spanish land-property rights.

I suppose that the same is the case in Saipan from where a report is not yet available. Dr. Hahl as well as Senfft have arrived at the conclusion to enter these Spanish titles into the temporary register of landed property, as legal considerations arise from the actual conditions found by them.

I cannot find anything wrong with this procedure; however the position may be that the German rule has to protect the well-earned rights assumed under the law of its predecessor. By reason of the decree which was issued, sale of real-estate property is now prohibited to the landowners referred to.
This measure will however not seem fair to the sometimes well educated natives as it is a well determined limitation of their property.

As it pertains in content to few and insignificant cases in the now closed register of landed property, it seems to me in itself harmless besides that it is rightful and just to leave the titles in the register and to enter them later into the register of landed property.

From the news arriving here, the granting of the concession in -?- , the East Carolines to the Jaluit Co., and the real estate negotiation in the island district, are coming to their conclusion. The registered property of these colored people can then be returned for their free disposition. It will not be necessary therefore to make use of -?- 2 part 2 of the regulation of the 5th of June 1886 -?- page 443 as suggested by District Administrator Senfft.

The District Administrations of Ponape and Yap have received copy of this report.

II Copy for Ponape and Yap -?- W. 2/3/11

III to files,
  I.G. RvB
To the Foreign Office
Colonial Division
Berlin

To the decree of November 27 1900
No. 325 K 28882/77780

Following my report of 2/23/00, I am sending you respectfully enclosed copy
of report of the Imperial District Administrator concerning entries into the
register of landed property in the Island district.

On behalf of the Imperial Governor

Hahl

-?- 8/12

W.
Saipan, April 9 1901

Saipan, J No. 9

to decree K 28882 of 11/27/1900
arrived here March 31, 01

Imperial Government
Herbertshoehe
Received July 28 1901
J. No. 673

Mr. Stuckhardt
H. VII 28

The preceding is
attached W.8/7

I submit respectfully the following communication on real-estate
of non-natives in the local district. The total real-estate, inclusive
of the natives' has been determined by size, boundaries, cultivation and
product; however is not yet surveyed. The same is excluded from entries
into the land register. Property titles, granted by the previous govern-
ment have been excluded with consent of the interested parties as long as
they concern large and not yet cultivated land. Prohibition of sale to all
foreigners has been made known to all natives.

Fritz

to the Imperial Governor of
German New Guinea
The Hon. von Bennigsen
Herbertshoehe
<table>
<thead>
<tr>
<th>#</th>
<th>Owner</th>
<th>District</th>
<th>Appr. Ha.</th>
<th>Cultivation</th>
<th>Borders</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Government</td>
<td>As Galaite &amp; As Falipe</td>
<td>15</td>
<td>research station</td>
<td>East: Mtn. Ridge West: Garapan North &amp; South: Native land</td>
</tr>
<tr>
<td>2</td>
<td>Government</td>
<td>Punta Mulchut</td>
<td>25</td>
<td>cattle park</td>
<td>East: road to Tanapag West &amp; North: Ocean South: Native land</td>
</tr>
<tr>
<td>3</td>
<td>Government</td>
<td>Loenjon</td>
<td>20</td>
<td>cattle park</td>
<td>Enclosed by woods &amp; hills</td>
</tr>
</tbody>
</table>

### Property Title

- **Acquisition**: 26 AUG 1900
  - From Ana de Leon Guerrero, 1.38 ha. (Spanish title)
- **Exchange**: 8 AUG 1900
  - 2.24 ha. with Jos. Robert for real estate in Chala (Spanish title)
- **Exchange**: 5 DEC 1900
  - 2.43 ha. with Johann Gumatanlan for real estate in Salomon Papago (Spanish title)
- **Exchange**: 8 AUG 1900
  - 4.8 ha. with Feliz de la Cruz for real estate in Hunai Hagman (Spanish title)
- **Exchange**: 26 AUG 1900
  - 4.28 ha. with Rodrigo de Vastro for real estate in Marpi (Spanish title)
- **Occupation**: since 1900
  - Remainder to mountain ridge
<table>
<thead>
<tr>
<th>Property Title</th>
<th>Acquired</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exchange</td>
<td>27 AUG 1900</td>
<td>2.85 ha. with Jos. de los Reyes for real estate in Chalan Pian</td>
</tr>
<tr>
<td>Exchange</td>
<td>1 SEP 1900</td>
<td>3.5 ha. with Domingo Blanco for real estate in Chalan Quilla</td>
</tr>
<tr>
<td>Exchange</td>
<td>8 AUG 1900</td>
<td>3.5 ha. with Joh. Cabrera y Castro for real estate in Afetnia</td>
</tr>
<tr>
<td>Acquisition</td>
<td>27 AUG 1900</td>
<td>0.3 ha. of Josefine de Rosario</td>
</tr>
<tr>
<td>Exchange</td>
<td>26 AUG 1900</td>
<td>4.5 ha. with Joh. Sablan for real estate in Chalan Laulau</td>
</tr>
<tr>
<td>Acquisition</td>
<td>27 AUG 1900</td>
<td>1.5 ha. Niever Manahane</td>
</tr>
<tr>
<td>Occupation</td>
<td>3 JAN 1900</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>OWNER</th>
<th>District</th>
<th>Ha.</th>
<th>Cultivation</th>
<th>Borders</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td>Jos. Maria Ozawa (Japan)</td>
<td>Afetnia</td>
<td>12.4</td>
<td>Plantation</td>
<td>N: Joh. de Castro</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Jos. Palucios &amp;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Joh. de la Rosa</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E &amp; W: Prairie</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Afetnia</td>
<td>2</td>
<td>Plantation</td>
<td>N: Wood</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Joh. Cabrera</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Barilin Blas</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Wood</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Susupe</td>
<td>6.25</td>
<td>Plantation</td>
<td>N: Ramon Malik</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Joh. Matsinaga</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Wood</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Jos. de la Cruz</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Susupe</td>
<td>4</td>
<td>Kokal (?)</td>
<td>N: J.M. Ozawa</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Lagoon</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Ramon Malik</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Chalan Canoa</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>Chalan Quilla</td>
<td>10.5</td>
<td>Kokal (?)</td>
<td>N: Wood</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>S: Jose de la Cruz</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Ramon Malik</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>W: Ocean</td>
</tr>
</tbody>
</table>
## Property Title

<table>
<thead>
<tr>
<th>#</th>
<th>Owner</th>
<th>District</th>
<th>ca.</th>
<th>Ha.</th>
<th>Cultivation</th>
<th>Borders</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Joh. Marian Matrinaga (Japan.)</td>
<td>Chalan Quilla</td>
<td>5.6</td>
<td>Plantation</td>
<td>N: Luis Tenovio</td>
<td>S: Manuel Utag</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Joh. Diaz</td>
<td>W: Felix Atuo</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Chalan Daudau (LauLau?)</td>
<td>4.9</td>
<td>Plantation</td>
<td>N: Anton Diaz</td>
<td>S: Joh. Diaz &amp; Jo. del Guerrero</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Wood</td>
<td>W: Luis Tenovio</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>Faila Sagua</td>
<td>3.2</td>
<td>Kokal (?)</td>
<td>N: Joh. Diaz</td>
<td>S: Chalan Canoa</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E: Wood</td>
<td>W: Lagoon</td>
</tr>
</tbody>
</table>

## Property Title

<table>
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<tr>
<th>Occupation</th>
<th>1897</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
<td>Acquistion</td>
<td>1898</td>
<td>of Joh. de la Cruz (Spanish title)</td>
</tr>
<tr>
<td>Acquistion</td>
<td>1899</td>
<td>of Marculliam de Castro (Spanish title)</td>
</tr>
<tr>
<td>Acquistion</td>
<td>1898</td>
<td>of Manuel Villagomez (Spanish title)</td>
</tr>
<tr>
<td>Acquistion</td>
<td>30 JUL 1898</td>
<td>of Joh. de la Reyes (Spanish title) issued in Guam after May 20, 1898</td>
</tr>
</tbody>
</table>
Foreign Office
Colonial Division
K 4114/30154
No. 113

Berlin, April 29 1901

Imperial Government
Herbertshoehe
Received June 30 1901
J. No 589

to files RVB.

To report 112 of
February 28 of this year.

I do not wish to object anymore to the entries concerning native real estate into the land registers of the District Administrations because of the viewpoint indicated by Your Highness. It is however stipulated that the sale-prohibition of real-estate is still subject to the regulations of January 20/November 24 1900.

The three District Administrations receive copy of the decree; to the District Administration in Saipan also copy of your report confirmed by you.

Foreign Office
Colonial Division

Stuebel

To the Governor
Herbertshoehe
Subject: Native land registration
Island: Yap

Summarization: There have been no entries into the land register of real estate owned by Carolinians. However, Spanish registration of Tagalene and Chamorro property has been maintained. The question arises whether these people, who are generally not granted the same rights as white people, should be exempt from the over-all ruling. One rule recommended for all three district administrations.

No sale to white persons has taken place since reception of the decree of January 20, 1900 from the Chancellor. Title to possession is based on notarized contracts from the former Spanish Governor. It is advisable to subordinate these people under the rule of the administration of natives.

There are exceptions of highly educated native people who have established businesses of rank. The Tagalene Pablo Antonio would not be able to continue his business enterprise, nor could he divest himself of his establishment to foreigners. Certain regulation of the decree of June 5, 1886 should be applied to such cases.
I have the honor to submit attached the requested survey of up-to-date entries into the land register.

Real estate entries of Carolinians or natives of equal standing have not been effected; however, Tagalene and Chamorro real-estate were included as in the Spanish land register as foreign real-estate. The question whether these people, not treated otherwise as equals to whites, assume an exceptional status concerning real-estate rights can, in my humble opinion, only be settled simultaneously in all three district Administrations.

They have not achieved special rights by these temporary entries. Likewise, I would not have authorized sale to whites after reception of the decree of the Imperial Chancelor of January 20, 1900. The property rights are based on notarial formulation in the presence of the previous Spanish Governor and the recorded contract furnished with notarial authority by
the Secretary. In future I would subordinate in principle the mentioned races to the native administration, to which is however to be added that these people have a comparatively high level of education, know bookkeeping and Spanish fluently and are equal to the local traders in business administration. The Tagalene, Pablo Antonio, living here, works for instance independently with Yokohama, owns a well-established business, beautiful buildings and shows a spirit of enterprise. He wishes to send his son, who is close to adulthood, to a large center to be taught to speak and write German. His daughter has received a music education. The Spanish governor and his family frequented him. If this very welcome settler would be on an equal footing with the Carolinians with regard to real-estate rights as long as the Imperial Chancelor's decree of January 28 of last year and the declaration of November 24, 1900 remain in force, he would not be able to sell to a foreigner his voluminous estate or even part of it, resulting in a very detrimental position for his trading enterprise.

If there are no basic objections at Higher Instance, I would suggest that in such a case regulation No. 2 of paragraph 2 of the regulation of June 5th, 1886 (Riebow p. 443) be made use of and, upon suggestion of the District Administration, put some people on equal footing to whites with regard to real-estate rights.

(signed) Senfft

to Foreign Office
Colonial Division
Berlin
From: Foreign Office, Colonial Division, Berlin
To: Governor, Herbertshoehe
Date: May 20, 1901
Subject: Land Claims of the American Board of Commissioners for Foreign Missions
Islands: Carolines

The land claims of the American Board of Commissioners for Foreign Mission in Boston have lost their rights to claim by neglecting to report it by October 1st, 1900. The land in question is therefore to be regarded as ownerless and subject to acquisition on behalf of the treasury of New Guinea (Regulation of the Imperial Chancellor of November 24, 1900).

Under these circumstances Your Highness is in a position to transfer the real-estate in question with the decision to be reported by you to the Mission, arising from the invalidation of the acquisition title to their disadvantage.

Entry of the Mission's property into the register of landed property, when established, would not raise objection.

To the Governor, Herbertshoehe

Foreign Office, Colonial Division on behalf (signed) Hellwig

Copy of the decree to local files H.H, July 31, 1901
I.G., (signed) Hahl
Vol.: XIII
Ref.: CRS G1 Item: 217-2 Document: 7 Page: 36

From: Foreign Office, Colonial Division, Berlin
To: Governor, Herbertshohe
Date: May 20, 1901
Subject: Land Claims of the American Board of Commissioners for Foreign Missions in Boston
Islands: Carolines

Summarization: The American Board of Commissioners for Foreign Missions in Boston has lost its right to land claim, not having reported its claim by October 1, 1900. The real estate is therefore to be regarded as ownerless and acquired by the treasury of New Guinea.

The real estate can therefore be transferred to the Mission (?) with the Mission assuming the cost of the title of acquisition. Entry into the register does not raise any objections.
Subject: Land Claims of the American Board of Commissioners for Foreign Missions in Boston

Islands: Carolines

Summarization: The American Board of Commissioners for Foreign Missions in Boston has lost its right to land claim, not having reported its claim by October 1, 1900. The real estate is therefore to be regarded as ownerless and acquired by the treasury of New Guinea.

The real estate can therefore be transferred to the Mission (?) with the Mission assuming the cost of the title of acquisition. Entry into the register does not raise any objections.
Subject: Concession Jaluit Co. Islands: East Carolines

Summarization: Paragraph 4 of the concession for the East Carolines, granted to the Jaluit Co., is to be omitted from publication because of its political content. The representative of the Company is to be confidentially informed.

To the District Administrator, Ponape: The concession of the Jaluit Co. has been executed as per attached printed publication. The concession itself is supplemented by a record which is not for publication, but for your personal information.

It is assumed that the trading establishment will be extended to include the Truk Islands according to the telegram of March 31, 1901.

A repeat publication of the concession in its final form is not needed.

Recording of June 25 and 26, 1901: A meeting took place on June 1, 1901 granting a concession for the economic exploitation of the coral atolls in the East Carolines. Representatives of the Colonial Division of the Foreign Office and of the Jaluit Co. were present.
1. The attached draft of a concession has been granted pending the final decision of the Chancellor.

2. Agreed in supplement to paragraph 4 of the draft that: The Chancellor is entitled to cancel the rights conferred to the Company. The Company has no claim to compensation of expenses or damages if the relations to another government or the maintenance of peace in the protectorate make the recall of the concession necessary.

3. The Jaluit Co. is obliged to raise no objections if the Imperial Government deems it necessary to unify the Marshalls, Carolines, Palau and Marianas under one administration under maintenance of the contract of January 21, 1888. The savings accruing thereby to the Company will benefit the treasury of the Government.

Signed by both contracting parties.

Printed document dated July 2, 1901 signed by Chancellor von Bülow.

Concession for the economic furtherment of the coral atolls in the East Carolines.

The Jaluit Co. may exploit the following atolls for the purpose of trade and plantation until December 31, 1932: Pingelap, Mokil, Ngatik, Ruknor, the Mortlock group, Losap, Truk group, Hall group, Namonuito, Puluat and Pulusuk: i.e. all islands and island groups of the East Carolines with the exception of Kusaie, Ponape, Ants and Pakin as well as the Greenwich Islands.
1. The Company will have to establish contracts with the natives leading to the eventual cultivation of all fallow land on the atolls, and is to provide tools, coco seed, plants, food, etc. The natives are obliged to deliver copra to the Company, compensation to be based on prices charged in the Marshalls and Carolines.

The concession does not grant real estate rights to the Company, and the Company may not explore Guano and phosphate deposits. At termination of the concession all produce will be at the disposition of the natives.

2. The Company will pay the treasury Mk. 6,000 for the first time on December 31, 1902. If the copra export will exceed 600 tons p.a. in all of the East Carolines, the tax will be raised by Mk. 500 for each 50 tons.

The Chancellor has the right to demand 10% of the yearly net profit. If the net profit is of 15% the demand would be of 15%, and if above 20% the demand would be 20%.

The Chancellor may ask for a yearly audit of the Company's books.

3. The Company will not pay taxes nor be charged duty for the first ten years. After this term the establishment of payments will be determined at a hearing of the Company.
4. The Chancellor is entitled to cancel the rights of the Company after ten years. No compensation to be paid for expenses or damages, should it be established that the Company has not fulfilled its obligations. The decision of the Chancellor will be the determining factor.

5. If residence or head tax will be established, the Company will have to assist with the collection without compensation.

6. The Company is obliged to provide transportation without compensation to Civil Servants and troops of the Protectorate to visit the atolls.

7. All disputes are to be settled by the Court of Arbitration.

8. Transfer to third persons or parties arising out of the concession rights will have to be sanctioned by the Chancellor.

9. The concession begins with the day of publication in Ponape and is of duration of ten years to begin January 1, 1902.

10. Costs for this document are to be carried by the company.

Duplication: pp. 42 and 43
From: Foreign Office, Colonial Division, Berlin
To: Imperial Government, Herbertshohe
Date: July 31, 1901 (Herbertshohe, August 8, 1901)
Subject: Concession, Jaluit Co.
Islands: East Carolines

Summarization: Submits copies of Jaluit Co.'s confirmation of concession contract.

July 5, 1901 from Jaluit Co., Hamburg, to Foreign Office, Colonial Division, Berlin: Jaluit Co. confirms concession to exploit the East Carolines, making available Mk. 500,000 for this purpose.

July 31, 1901 from Foreign Office, Colonial Division, Berlin to Jaluit Co., Hamburg: Expressing Government's expectations of the Company's cooperation in furthering trade with the East Carolines, giving preference to German personnel and German merchandise.
Paragraph 4 of the concession given to the Jaluit Co. for the East Carolines will be because of its political content, probably formulated in another version.

To 2. You should therefore write new copy at publication of the concession with omission of the numbers of paragraphs; and eliminating paragraph 4 from the publication. The representative of the Jaluit Co. is to be informed confidentially.

Concerns information and reception from Ponape

publication not necessary as only planned for Ponape

To the Governor, Herbertshoehe
Berlin, July 7, 1901

Imperial Government
Herbertshoehohe
Received September 7, 1901
No. 904

Following decree 160 of June 5th of this year and 162 of June 7 of this year.

I herewith send Your Highness for information copy of a decree together with copy of enclosures on the matter of the Caroline concession, sent today to the Imperial District Administrator in Ponape.

Foreign Office
Colonial Division

Stuebel

I to include with No. 888
II to files

Hahl 9/13

To the Governor
Herbertshoehohe
Following decrees 70 of June 6 of this year and 71 of June 7 of this year.

The concession to be granted to the Jaluit Co. has been ratified in the attached five printed copies in manifest expression by the Imperial Chancellor. The concession itself is completed in a metallogram for your personal information in the enclosed note of the 25/26 of last month in which the unsuitable definition of the previous draft of the concession has been omitted. I suppose that, upon reception of the decree, the regulation on trade-enterprise in the atolls of East Carolines, decreed by Your Highness by telegram and received here on March 31 of this year, has been extended to the Truk Islands.

A repeat public announcement of the concession in the final established format is not necessary.

Foreign Office
Colonial Division
(signed) Stuebel

To the District Administrator
in Ponape
A consultation to grant the concession for economic exploitation of the Coral Atolls in the East Carolines to the Jaluit Co. has taken place on June 1st of this year at the Colonial Division of the Foreign Office in participation with the following:

Ministerial Director Dr. Stuebel ) for the Colonial Division
Legation Counsel Rose ) for the Imperial Treasury
Ministerial Director Twele
Director Frans Hernsheim for the Jaluit Co.

The following details have been arrived at:

1. The enclosed draft of a concession will be agreed to by all, pending final decision by the Imperial Chancellor.

2. In completion of Paragraph 4 of the draft, it is agreed:
   The Imperial Chancellor is authorized to declare null and void, totally or in part, and at any time, the company's conferred upon rights without claim by the Company to compensation of expenses or damage if relations of the Empire to another country, or maintenance of peace in the Protectorate, demand a recall of the concession.

3. The Jaluit Co. is obliged to raise no objections, if the Imperial Government deems it necessary at any time to unify the Protectorate of the Marshall Islands and the Island District of the Carolines, Palau and the Marianas into one administrative district; maintaining the contract of January 21, 1888 concerning the administration of the Marshall Islands. Resulting savings by the Co. according to No. 5 of
the above mentioned contract and later agreements on administrative expenses are to benefit the state treasury.

The above note is to be drawn up and signed once for the Colonial Division and once for the Jaluit Co.

For the Foreign Office
Colonial Division
Berlin, June 26, 1901

(signed) Stuebel. Rose

For the Imperial Treasury
(signed) Twell

For the Jaluit Co.
Hamburg, June 25, 1901

(signed) Hernsheim
Concession for the Economic Furtherment of the Coral Atolls in the East Carolines.

Following the application by the Jaluit Co. to be granted a concession for the furtherment of the Coral Atolls in the East Carolines, and proof that a capital of Mk. 500,000 is available for this purpose, the Company obtains the right to exploit economically the following islands through trade and cultivation: Pingelap, Mokil, Ngatik, Nukuor, the Mortlock group, Lesap, the Truk group, the Hall group, Namoynuito, Puluat, Pulusuk, i.e. all islands in the Island groups of the East Carolines with the sole exception of Kosrae, Ponape inclusive of Ant and Pakin as well as the Greenwich Islands; without injury to justly acquired third party rights to December 31, 1932 by following the measures of the ensuing determinations.

The Company will be concerned to establish contracts with natives, which will lead to the eventual cultivation of part of the atolls which are up to now lying fallow. These contracts should be drawn up to the effect that the Company make tools, seed nuts, plants, food, and other objects available to the natives. The natives on the other hand are obliged to furnish copra to the Company, which is harvested from these, by now enlarged, plantations. Prices usually paid in the Marshall and Caroline Islands, should apply to the supplied merchandise.
Real-estate property of any kind or other rights are not acquired by the Company through the concession. Right to Guana and phosphate reserves, present locally, are also excluded to the Company.

At termination of the concession, also in case of premature dissolution of the same (#4), the natives' disposition of the product, established by them with the help of the Company, is completely unrestricted.

#2.

The Company pays the land treasury of the Protectorate in advance; the first time on December 31, 1902 the sum of Mk. 6,000 p.a. As soon as the Company's yearly copra export exceeds 600 tons from the whole of the East Carolines, the rate will be raised for the year in question for each complete 50 tons in excess Mk. 500.-.

The Imperial Chancelor has the right to demand 10% of the yearly net profit in lieu of the indicated rate of (#1) resulting from the business-enterprise of the Company with all of the East Carolines. If the net profit exceeds 15%, the profit-sharing is raised to 15%; if exceeding 20%, the profit-sharing is raised to 20%.

If the Imperial Chancelor requests a yearly audit from the Company, he is entitled to have the books examined with participation of a commissary appointed by him at the Chamber of Commerce in Hamburg to whom the books will have to be submitted. The decision of the Chamber of Commerce is binding with exception of the Judiciary.
#3.

The Company is exempt during the first 10 years from charge of taxes of any kind and from custom duty within the concession district and with respect to trade establishment, excepting the statement in #5. At expiration of this term, the introduction of these taxes can only be determined after a hearing of the Company.

#4.

The Imperial Chancelor is authorized to declare the rights, granted to the Company, suspended at expiration of 10 years. The Company will have no claim to compensation for total or part of the expenses and damages, if he determines that the Company has not fulfilled sufficiently its obligations (#1).

The decision by the Imperial Chancelor is binding, with exception of legal action.

#5.

Should a residence or individual or other taxes be levied of natives, the Company is obliged to participate in the collection during the duration of the concession.

#6.

The Company is obliged to take officials and troops of the Protectorate to visit the atolls to and fro against moderate payment if so requested.
Private legal dispute, except the said cases of #2 and #4, which are resulting through the exercise of this concession should, excepting legal action, be decided conclusively by the court of arbitration, composed as follows:

Each party appoints two arbitrators. A foreman is selected from all of the arbitrators. The Imperial Chancelor will nominate the Company's arbitrators, chosen by him and request the Company in the same time to appoint the arbitrators, chosen by it within four weeks, calculated from the day of advisement and to make them known. If the Company does not comply in time with this advisement, the Imperial Chancelor will choose also the missing arbitrators.

The foreman is chosen by majority of the cast votes. If it is a tie, the President of the Hanseatic Superior Court will nominate the same. The regulations of the 10th volume of the civil law apply for the procedure of the court of arbitration.

The sanction of the Imperial Chancelor is required for validation of the complete or partial transfer of rights of third persons or companies which arise for the Company from this concession.

This concession is valid from the day of publication in Ponape. The time
of the 10-year term provided in #8 and #4 begins January 1st, 1902.

Berlin, July 2nd, 1901

The Imperial Chancellor

(signed) Count V. Bulow
From: Foreign Office, Colonial Division, Berlin
To: Imperial Government, Herbertshoehe
Date: July 31, 1901 (Herbertshoehe, August 8, 1901)
Subject: Concession, Jaluit Co.
Islands: East Carolines

Foreign Office
Colonial Division
No. K 6857/55472 #227

I submit herewith obediently to the Imperial Government copy of a letter by the Jaluit Co. of the 5th of this month and the decree of today thereupon issued, in which the Company is enjoined to energetic action in the East Carolines.

The Vice Governor in Ponape will be informed from here.

Foreign Office
Colonial Division

Stuebel
We have the honor to confirm receipt of the decree of the 2nd of this month from the Colonial Division, in which the Imperial Chancellor authorizes the concession granted to our Company concerning the exploitation of the East Carolines.

By expressly declaring herewith that we accept the concession, we have the honor to submit proof that the sum of Mk. 500,000 mentioned in the concession, is available.

We request obediently to send us a further 12 copies of the mentioned concession.

Jaluit Co.

(signed) Hernsheim  Signature

To the Foreign Office
Colonial Division
Berlin

Hamburg, July 5, 1901
Jaluit Company

The undersigned Board of Control of the Jaluit Company declare that the set sum of Mk. 500,000 of the already determined measures of the Company for economic furtherment is made available for disposition.

Chairperson: (signed) Kayser
Acting Chairperson: (signed) C. Godeffroy
    "    Otto Thiemer
    "    Meyer Delius
    "    Robert Boek
Berlin, July 31/01

To letter of the 5th of last month

I acknowledge proof of the provision of the sum of Mk. 500,000 for the exploitation of the East Carolines and concession. I attach 12 copies of the latter as requested.

As the obstacles to the business enterprise of the Jaluit Company in the East Carolines have now been eliminated, I am certain that my expectation will be fulfilled and that the Jaluit Company will assume the economic development of the Island District with all expediency and request your kind confirmation concerning the accuracy of this expectation. The favorable condition of the concession, in which the settlement of a large benefit in return by allowance of tax and duty are provided for 10 years, have to be stressed and conceded by me, trusting that the Jaluit Co. will meet, enlarge and improve its establishment's management. As recently reported by our officials as well as by the personnel, a lot is left to be desired concerning dispositions to obtain a notable impetus of trade. It is especially important to direct the latter as soon as possible towards the German orbit.

I would like to stress in detail that the trade will have to follow a system of established stations with reliable persons. The German element should be given preference of employment to planters and traders.
German merchandise has to be imported as long as business expectations allow it. I request to inform me in due course on the utilization of the concession following the above mentioned point of view.

Foreign Office
Colonial Division

(signed) Stuebel

To the Jaluit Co.

Hamburg
From: Foreign Office, Colonial Division, Berlin
To: Governor, Herbertshohe
Date: July 6, 1901 (Herbertshohe, September 7, 1901)
Subject: Concession of Jaluit Co.
Islands: East Carolines

Summarization: Information on changes in contract of concession with the Jaluit Co.

June 6, 1901 from Foreign Office, Colonial Division, Berlin to Vice-Governor, Ponape: Changes in the concession agreement with the Jaluit Co., compared to previous draft, have been made and will still need the consent of the Chancellor. The Truk group has been added to the area of the Jaluit Co. and tax advantages have been granted. As soon as consent by the Chancellor is received by telegram, the agreement is to be made public.

The trading license of the schooner CHING CHANG HO for Puluwat and Pulusuk will expire September 29, 1901.

The director of the Jaluit Company has requested that natives take care of the stations until German personnel can be released from the Marshalls.
It is expected that the Pacific Island Co.'s competition will cease in the autumn of this year.
With the establishment of the concession, it might be advisable to re-establish acquisition of real estate by foreigners in the Carolines, Palau, Marianas, and outside the concession's district. Land which is to maintain adequate income for the natives has to be safe-guarded, and acquisition of real estate has to be regulated through the Government's offices. Draft of this ordinance is to be submitted to the Chancellor. Notification of ratification will be sent by telegram with date of publication.

Areas larger than 500 ha. have to receive approval.

Yield of land within the district of concession is to be decided at the Chancellor's discretion, and any contravention would be considered irregular acquisition.

The Jaluit Co. will have to agree to another organization's administration in the Marshalls without reduction of its financial commitments.

Unification of the protectorate of New Guinea has disadvantages considering the extent of the district. The Governor will have to give much of his time to inspection of the district. In order to avoid delay in communication, direct correspondence with the District Administrations will have to be established.
It is therefore considered to merge the districts of the Carolines, Palau, and Marianas with the Marshalls. These decision will have to be arrived at after thorough consideration.


Ordinance concerning the rights of acquisition of ownerless and native land in the Districts of the Carolines, Palau, and Marianas:

By reason of the Imperial Ordinance concerning legislation in the German Protectorates of November 9, 1900, it is decreed for the island districts of the Carolines, Palau, and Marianas:

1. The right to take ownership of ownerless land, as well as to contract with natives on acquisition of property of related real estate rights, is exclusively reserved to the government.

2. All previous ordinances concerning acquisition of ownerless or native land, especially the ordinance of January 20, 1900, are herewith relinquished.

(Signed:) The Imperial Chancellor

September 16, 1901 from the Governor, Herbertshoehe to the Foreign Office, Colonial Division, Berlin: Regarding acquisition of ownerless and native land in the East Carolines, confirming ordinance concerning transfer of such land in the district of concession at the Chancellor's decision.

Duplication: pp. 51 & 52
Summarization: Missionary Stimson makes claim of four lots of land on Kutu, Founa and Sapora, Truk group, for the Boston Mission, referring to contracts of February 23, 1901 i.e. January 20, 1902. The application requests acquisition for the mission.

As the land is situated within the district of concession, the claim is referred back for consideration.
From: Ponape
To: Foreign Office, Colonial Division, Berlin
Date: May 12, 1902 (Herbertshoehe, July 28, 1902)
Subject: Recognition of land title of traders Ahlers, Irons (?) and Nedelec
Islands: Truk group

Summarization: Application for recognition of land title of traders Ahlers, Irons and Nedelec is recommended after positive scrutiny of evidence.

The real estate of small area--1/3 to 1 1/2 ha.--is situated in the district of the concession.

The applicants, married to natives, have rendered services to the administration. Ahlers is German, Irons British, and Nedelec French.

Page 71: faulty copy
"Contents: Land transfers.
Three enclosures."
From: Foreign Office, Colonial Division, Berlin

To: Governor, Herbertshoehe

Date: July 6, 1901 (Herbertshoehe, September 7, 1901)

Subject: Concession of Jaluit Co. Islands: East Carolines

I am sending Your Highness obediently copy of a decree sent today with enclosures for your attention concerning allocation of a concession to the Jaluit Co. for trade and cultivation in the East Carolines.

Remarks concerning the ending paragraph of the decree addressed to the Vice Governor as to the matter mentioned today, will be left to you.

The District Administrations of Yap and Saipan have received information. I request acknowledgement of the treasury's representation in land questions concerning the execution of the decree which was sent to the Vice Governor, concerning especially the concession district.

To the Governor
Herbertshoehe

Foreign Office
Colonial Division
Stuebel
With the elimination of the islands Pakin and Ants and inclusion of the Truk Group, the concession to be granted to the Jaluit Co. has been given the context, evident from the enclosed. The changes and additions vis à vis the previous draft need a special clarification only insofar as the Jaluit Co. has been assured a remission of state tax for the first 10 years with regard to the concession's district and related trade establishments. The Company declared that, with the difficulties related to the task to be accomplished and with the insecurity as to success, it would have to dissociate itself apart from paragraph 2 of the concession; and fearing the imposed obligation of the tax burden which could not be assessed to its full extent. In this case, a way out of the difficulty was found by granting tax favor for the first 10 years of the duration of the concession, a favorable assessment of the counter-product for mutual fiscal interests.

The time lacks to obtain the Imperial Chancellor's authorization before mail-deadline. In this connection I reserve the right to inform Your Highness by telegram "concession," which will probably arrive in Ponape at the same time as this decree.
After Your Highness has received confirmation by the Imperial Chancellor, you will publicize it immediately in the usual way by public announcement.

From a report by the District Administrator in Yap, the Japanese schooner, Ching Chang Ho, sailing under the Chinese flag, has obtained a license to trade within the islands Puluat and Pulusuk. As the license will however expire on September 29th, a special traffic regulation does not need to be met, the more so as the activity of the company's agency is known.

The Director of the Jaluit Co. has declared the arrangements for permanent stations in the islands will be undertaken by traders of German nationality to be complied with as soon as possible. He requested only that the occupation of the station be taken care of by natives to begin with, as the Company would need some time to transfer experienced traders from the Marshall Islands to the Carolines, made available by the expected termination of the Pacific Islands Co. in the fall of this year. Furthermore, the development of energetic activity in the Carolines will be encouraged. Your suggestion in the last but one paragraph of your report J No. 117 of February 15th of this year will provide me valuable assistance. The information of the, as yet to be issued, decree to the Company is subject to change.

Now that the negotiations on the concession have been concluded, it seems in the interest of the development of the district of the Carolines, Palau and Marianas, that acquisition of real-estate by foreigners be again made possible. However, in order to protect land property of natives needed by them
for adequate income maintenance; acquisition of land owned by them should be admitted only by government intervention, as stipulated formerly in #12 of the regulation of September 26, 1899. I will submit the enclosed copy of the regulation's draft for execution with added data and inform you of the latter by telegram under code "regulation."

I request Your Highness respectfully to publish this regulation by public announcement in the usual way and to report, when this has taken place. The content of the regulation will have to mention that the District Administrations see themselves authorized to represent the treasury at the sale of native real-estate property, with exception of the concession-districts of the Jaluit Co. I presume that all interests of natives are safeguarded at the sale of their real-estate by the observation of adequate income maintenance of the local population. I reserve the right to further explicit instruction in this context. Should sale of land to foreigners of more than 500 ha be considered, final decision will have to be obtained by authorization from here.

Cession of native or ownerless land within the Concession district is reserved to the Imperial Chancellor. This contravention will be regarded illegal if, against expectation, the regulation was acted upon with lacking authorization by another instance at representation of the treasury, also in case of third parties. Acknowledgement of this passage is especially requested.

Remains to mention to Your Highness, that the granting of the concession to
the Jaluit Co. is to obtain from the latter the declaration of consent to another organization of administration in the Marshall Islands without diminishing its financial obligation.

The unification of the Protectorate of New Guinea with the Island District of the Carolines, Palau and Marianas causes with the expansion of the district, over which the Islands are scattered, many obvious detriments. The Governor in Herbertshoehe will have to spend more time on traveling if he wishes to be more of use as obligatory with his duties in the Protectorate of New Guinea. Experience has demonstrated that many matters connected with the service must be attended to without the intervention of the government in direct exchange of correspondence between the Colonial Division and the District Administrations, if its continuation should not be excessively delayed.

Because of this, it is being considered here that the Island District of the Carolines, Palau and Marianas be divorced from the Protectorate of New Guinea and to merge with the Protectorate of the Marshall Islands; the administration of which to be entrusted to a District Administrator. Certain decisions should only be taken into consideration after thorough reflection from all viewpoints.

I am looking forward to Your Highness' point of view which, with your acquaintance of the local conditions, will be especially of interest.

To the Vice Governor
Ponape

Foreign Office
Colonial Division

Duplicate: pp. 51 & 52

(signed) Stuebel
Berlin, June 6, 1901

I am sending Your Highness respectfully for information copy of a decree and enclosures submitted today to the Vice Governor on the matter concerning the grant of a concession to the Jaluit Co. for trade and cultivation in the East Carolines. In the same time, I attach copies of the matter related to the reports of the Governor, i.e. Vice Governor, of February 15th and 18th as well as March 9th of this year.

Foreign Office
Colonial Division

To the District Administrator
Handwritten Duplication of pp. 42-44

(see Document 8, CONTINUED -6--CONTINUED-10)
Ordinance

concerning acquisition of rights to ownerless land and natives' land in the Island District of the Carolines, Palau and Marianas. Of -------

By reason of #3 of the Imperial ordinance concerning legislation in the German Protectorate of November 9th, 1900 (Imperial Law Journal, p. 1005), the following has been determined:

#1.
The right to take ownership of ownerless land and to dispose thereof, as well as the right to conclude contracts with natives which concern acquisition of property or related estate rights, or the use of the latter, is exclusively reserved to the government.

#2.
All acquisition of ownerless and native land concerning previous ordinances, especially the order of January 20, 1900 concerning acquisition of real-estate of natives in the Island District of the Carolines, Palau and Marianas, are herewith annulled.

Berlin, the -------
The Imperial Chancellor
Herbertshohe, the 15th September, 1901

9/16

v. J. 865/01

report No. 161

I

The Foreign Office
Colonial Division
Berlin

On the decree of June 6 of this year K 5538/40005

Concerns: Grant of a concession in the East Carolines.

I confirm and acknowledge that the cession of native and ownerless land in
the Concession District is reserved to the Imperial Chancellor.

II to files
I.G.
for Hahl

Duplication: pp. 51 & 52
Ponape, March 31, 1902

On the occasion of my presence in Truk, missionary Stimson of the Boston Mission has submitted application for authorization of acquisition by his mission of four lots of land in Kutu, Founa and Sapora in the Truk Group, concerning contracts of February 23rd of last year, i.e. January 20th of this year.

As it concerns land in the Concession District, I am handing on this application as instructed, recommending in the same time the transfer of the lots of land according to the measure of decree No. 128 of May 20 of last year No. K. 4110/35525.

The Acting Imperial Vice Governor has received copy of this report.

For the Imperial Vice Governor

(signed) Berg

To the Foreign Office
Colonial Division
Berlin
From: Ponape
To: Foreign Office, Colonial Division, Berlin
Date: May 12, 1902 (Herbertshoehe, July 28, 1902)
Subject: Recognition of land title of traders, Irons (?) and Nedelec.
Islands: Truk Group

Ponape, May 12, 1902

Concerns report of November 24, 1901, J. No. 582

The attached, together with the application for recognition of submitted land titles of the traders Ahlers, Irons and Nedelec, have been examined through evidence and witness depositions. These have resulted in the conclusion that the finalization of the land-acquisition has been concluded in faultless manner.

All of the real-estate is situated in the Truk Group and part of the Concession District. They are built upon and are well cultivated; the small area is of approximately 1/3 to 1½ ha in size.

I report obediently on the applicants' character that Ahlers, erstwhile -?—national, is a resident of 20 years; Irons, of British nationality, resident of 15 years; and Nedelec, French national, a resident of 7 years in the Island District and that nothing detrimental is known about them; that Irons and
Nedelec have willingly served as interpreters; that all three work as traders for the Jaluit Co.

The above say that they only wish to preserve their land property for their children (mixed blood). I recommend therefore to grant special and hereditary use of the land with the restriction of disposal through legal action for life ——, as already passed in favor of trader Gil —— by the report of March 15, 1901.

The acting Governor has received copy of this report.

The Acting Imperial Vice Governor
(signed) Berg

To the Foreign Office
Colonial Division

Berlin

To files
H.h 9/11/02
DKG
on behalf
Knake
"Contents. Land transfers. Three enclosures."
Summarization: Jaluit Co. accepts contract clause that, with expiration of the concession, all produce of plantations established by the Company is to be at the disposition of the natives.

The Company requests that, during the duration of the concession, all native produce be delivered exclusively to the Company. The request has been accorded.

May 20, 1902: from the Jaluit Co., Hamburg to the Foreign Office, Colonial Division, Berlin: Reassurance that the Company agrees with the interpretation of the Colonial Division, that produce be exclusively made available to the Jaluit Co. during the duration of the concession. Requests that the Vice-Governor be informed of the wording of the contract.

The inspection tour of Messrs. Loessner and Groesser reveal that the possibility of extensive yield from plantations on Ponape, Kusaie and Truk, as well as the atolls, will not materialize. The copra produce of Truk has been over estimated, but plantations of larger scale are possible.
When the total area has been surveyed a detailed report on future possibilities will be submitted.

It has already been established that estimates have been rather too high and investment of capital will have to be greater.
Foreign Office, Colonial Division, Berlin

To: Vice Governor, Ponape

Date: May 30, 1902

Subject: Concession Jaluit Co.

Islands: East Carolines

Foreign Office
Colonial Division

Berlin, May 30, 1902

Concerns decree of the 9th of this month No. 56.

Your Highness' travel report has been communicated in excerpt to the Jaluit Co. (compare with metallogram of report S.1 inclusive of section 6; S.7 inclusive of section 2 to S.8 section 1, S.12 section 2 to S.15 inclusive of section 2). By this it has been indicated from the text of the concession and after preliminary negotiations to the granting of the latter, that the natives, at expiration of the concession, obtain unlimited authority of disposition to product obtained from plantation with their help to the Company. This has now been recognized in decisive and clear manner in the copied enclosed presentation of the 20th of this month, as expressed to me at the time in the submitted excerpt of instruction, given to the representatives of the Company in the Island District.

The request of the Company that the natives would be obliged during the duration of the concession to make available all product of the plantations in
question exclusively to the Jaluit Co. can be granted without hesitation; to be clearly determined within the content of the contracts yet to be concluded with the natives.

I leave it respectfully in future to you to draw up contracts in this way.

Foreign Office
Colonial Division
(signed) Stuebel

Berlin, May 30, 1902

Following the decree 174 of the 9th of this month, the Imperial Government receives the above copy for information as well as the enclosure mentioned within.

Foreign Office
Colonial Division
(signed) Stuebel

V

To the Imperial Government
in Herbertshoehe

Knake
We have the honor to confirm to the Colonial Division receipt of the decree of the 9th of this month and respond for the time being with the following:

Our representative seems to have misunderstood his instructions as he wished to secure the product of plantations beyond the duration of the concession. The excerpt from our instruction submitted to the Colonial Division with letter of August 12th leaves no doubt that we are in full agreement with the interpretation from your side. It astonishes us however that the chosen version of the plantation-contracts of the Vice Governor does not clearly express that the natives should be obliged to make available exclusively all product of those plantations, during the duration of the concession; as however we are secured during this period the exclusive trade in the Concession District, the version seems to us somewhat obscure and of no practical application; we request however to direct the attention of the Vice-Governor to the point so that it will be given consideration in future contracts.

Besides we regret keenly that the Vice-Governor has received an unfavorable impression on the activities of our Company; but we have to stress once again that, under Spanish dominion, we had to be and were aware that the trade in the small islands had to be operated in the cheapest possible way and that
only now, after the granting of the concession, a healthy basis was created to make larger capitals available for the economic developments of the area.

The hope that Ponape, Kosrae and Truk would be suitable for tropical plantations has regretfully not materialized. Inspection tours, which Mr. Loessner has recently undertaken, reveal unfortunately that fallow land on the atolls does not fulfill the expected expansion; and our hope to enlarge the copra product of these insignificant atolls in the course of the years through cultivation will have to be reduced to a modest figure. There is also no doubt left that the copra product of the island Truk has been overestimated. It may however possibly be expected that local plantations might be established in a larger style.

Recent news arrived from Ponape, which include March 3rd —?,—, that all islands situated west of Ponape of the Concession District have been visited; and journeys are now about to be continued to those situated in the east. As soon as reports on this area of the Islands District will be available, we will be able to submit to the Colonial Division a summary with figures from which the present copra-product as well as development possibilities will be communicated. With these in hand we will also demonstrate in which manner we can approach the solution to the difficult task assigned to us—where to establish stations and on which islands and to what extent we have detected fallow land, which we will endeavor to make profitable through plantation contracts.
But we can already declare today: our estimates were higher rather than too low and will need great exertion, thrifty management and the further well inclined assistance of our endeavor by the Colonial Division, i.e. the Governor to obtain within the foreseeable future an appropriate return of the invested capital in the Concession District. This amounts already today to Mk. 406,000 and will reach further, not insignificant, increase.

Jaluit Co.

(signed) Hernsheim

(signed) Groesser

To the Foreign Office
Colonial Division, Berlin
Summarization: Jaluit Co. submits draft of final agreement with natives of the concession district on future plantations with the request that it be accepted. This request is granted.

Contract between the Jaluit Co. through its representative Emil Loessner and the native Chief Setin of Nomuin was signed in the presence of acting Vice Governor Berg:

1. Setin, owner of the islands of Elin, Pishaf, Pissilemor, Oiman, Eat, Fagan and Pissila, which are totally or partly fallow and of ca. 50 ha. These islands are to be planted with coconut palms by the owner.

2. The Company is responsible for the furnishing of tools and other utensils needed for cultivation.

3. The plantations remain property of Setin, who is obliged to deliver all harvested copra exclusively to the Company at prices established in the Marshalls and Caroline Islands.

4. At termination of the concession by the Company, Setin will assume full property rights of the produce of these plantations.
5. Setin has received tools and other merchandise to the value of Mk. 300.

6. The Company assumes payment for the contract.
Berlin, June 7, 1902

No. K. 6025
10298

No. 211

to files Hh 9/11 02
I G.
Knake

Following the decree 202 of the 30th of last month The Imperial Government receives the above copy as well as---?

To the Imperial Government
Herbertshoehe

(Document unfinished)
Following decree 67 of the 30 of this month

The Jaluit Co. has submitted the enclosed copy of a contract with the request to take the latter as sample-basis at settlement of agreements between the Jaluit Co. and natives of the Concession District on the establishment of cocopalm plantations which might be concluded in future.

The request of the Company can be met as the contract-sample does not give rise to objection.

To the Acting Vice Governor

Ponape
Nomuin, January 21, 1902

Imperial District Court

Ponape

Present: Berg, Acting Vice Governor
acting as judge

Of the Undersigned officials appeared in person known as:

1) The manager of the Ponape Station of the Jaluit Co. in Hamburg,
Emil Loessner from Langer, presently on board of the "Diana," anchored here,
legally authorized by this Company.

2) Chief Setin from Nomuin.

The same declare for the following contract through the intermediary of
the trader Charles Irons from Truk, presently on board of the "Diana,"
anchored here, negotiated in native language as Setin also stated his inability
to write.

#1

Setin is obliged as the sole owner of the islands Elin, Pishaf, Pissilemor,
Oiman, Eat, Fagan, and Pissila to plant these islands, i.e. approximately 50
ha., as long as they are totally or partly fallow. No less than 100 and not
more than 150 palms are to be planted per ha., that is at a width from plant
to plant and row to row of approximately 5 strings.

#2

The Company is obliged to furnish Setin with tools and other objects, which
seem desirable to the same; to be computed on prices used locally in the Marshalls and Carolines; and up to Mk. 150.- per ha. depending on the established plantations.

All plantations remain the property of Setin, who is however obliged to furnish copra from the enlarged plantations exclusively to the Company, for which the usual local price of copra on Marshall and Caroline Islands is computed and the advance payment slowly wiped out.

At termination of the Concession of the Jaluit Co, announced on August 9th of last year, Setin is secured unlimited disposal of the products, obtained by him with the help of the Jaluit Co.

Setin has received today tools and other merchandise in the value of Mk. 300.- for which has rendered receipt.

Expense for the contract are assumed by the Jaluit Co.

Read, interpreted, authorized and signed by sign of Setin.

signed: E. Loessner
signed: Charles Irons
as interpreter and witness
in one and the same time
Through the conclusion of the contract of July 6 of this year between the Imperial Government and the Catholic Mission of the Sacred Heart of Jesus, for which the basic acquisition-titles have been received by mail, the land treasury has obtained ownership of three real-estate lots. The larger one is immediately adjoining the previous government's property, whereas the two others are situated in the district of Auck.

The two latter, together approximately 30 ha., even if separated by residential native territory and 1½ hours from the Government compound, has of little value for the administration. It was therefore most suitable to sell the parcels of land now without hesitation, taking into consideration the requests of natives to use this real-estate for economic purposes. The offer of two mixed blood Portuguese, married to Ponape women, Joaquim Gilimete and Joaquim Jose Lopez, was accepted for the comparatively high price of Mk. 100, i.e. Mk. 400.-. The first had already received consent by
Dr. Hahl concerning the acquisition of the land, with the understanding of a clause which provides for the planting of cocopalms as well as reacquisition for public needs and the sales-rights which are subject to compensation for established installation; to be secured explicitly to the price of acquisition.

The clearing of land has begun immediately. The buyers showed interest in its speedy acquisition.

If the decree of April 8th of last year, not yet received here, requests consent in case of cession of government land, I request to make herewith subsequent application to this effect.

In the same time with these two land matters has arisen the settlement of a third parcel of land. A chief asserted property rights of approximately half of the same. This claim, usually made by natives way above its due, was refused; he was however satisfied with the grant of a continuous and hereditary right of usage of a parcel of land of approximately 15 ha., with exclusion of the right to dispose of it through legal proceedings during his lifetime (?)..

The real estate in question seems already to have been directly contractually transferred three times by natives in their careless manner; once before the concluded contract of September 17, 1899 with P. Gressien's; under July 26th, 1880 to the American missionary T. Doane, when through political occurrences it was Spanish Government property; under September 24th, 1894
through continuance of this situation, however never conceded to the Spanish Government.

The people did not understand earlier the result of transaction of land sale as handled by the American Mission; but only as the bestowal of right to use this land to produce the natural product and to erect buildings upon it. To their estimation the result of the sale was a kind of community property.

It seemed that the granting of the above property right with the completely sound legal basis of the claim to the occupied and planted land, after elimination of the religious element, nothing could upset the natives more than the impairment of land matters.

With the allocation of this area, every regard was given to maintenance and economy of the natives.

With the settlement of this parcel of land as well as another one of approximately 2 ha., granted already on June 12th, 1900 under similar conditions, and, finally, the 1 ½ ha. for disposition for the Mission-sisters, there remain inclusive of the walled Government compound an integral area of 120 ha. as present property of the treasury; whereas some smaller pieces within proximity will have to be allocated later on to people from Manila because of their manifold usefulness to the interest of the Government.

The Acting Imperial Governor has received copy of this report.

(signed) Berg
Vol.: XIII
Ref.: CRS Gl Item: 217-2 Document: 15 Page: 82-86

From: Ponape
To: Foreign Office, Colonial Division, Berlin
Date: May 20, 1902 (Herbertshoehe, July 28, 1902)
Subject: Sacred Heart of Jesu Mission Realestate
Island: Ponape

Summarization: The Sacred Heart of Jesu Mission has relinquished title to three real estate lots, one of which is adjoining the previous government's property. The other two are situated in the district of Auck. The two latter lots are of appr. 30 ha., but separated by native land and 1 1/2 hours from the Government establishment. Offers were received by two mixed-blood Portuguese, Joaquim Gilimete and Joaquim Jose Lopez, both married to Ponape women. With Dr. Hahl's consent the land parcels were sold for Mk. 400, with the imposed obligation to cultivate palm trees and the added condition that the land be made available to the government with compensation paid for establishing plantations. The clearing of the land has begun. Request for confirmation of government land sale, if needed, is hereby submitted.

The third parcel of land of 15 ha. has been leased in hereditary perpetuity to a Chief. The same real estate was transferred three times: September 17, 1899 to P. Groesser; July 26, 1880 to the American Missionary T. Doane, and to the Spanish Government December 24, 1894, as it was never entered as Spanish Government property. In these days the people understood that
their transactions with the American Mission pertained to a bestowal of rights to the produce and to erect buildings on the land, which was considered a kind of cooperative property.

With the allocation of these areas the rights of the natives have been safeguarded.

Under the same conditions 1-1/2 ha. have been allocated to Mission Sisters on June 12, 1900 and several smaller lots to people from Manila who, because of their usefulness, have been kept close to the Government seat. This leaves the treasury an integral area of 120 ha.
Summarization: The owner of the local business and of the plantation on Olol has applied for a further 100 ha. of native land on Truk to enlarge his plantation of coconut palms.

In recommending the application: Etscheit is a man of means, well liked by the natives. His plantation on Olol is worked with expertise and his business establishment is totally dependent on the Jaluit Co.

In case of a favorable decision, Etscheit intends to acquire immediate land at Tol—to hand it over to a representative and move with his family to Truk.

The transaction is to follow the usual clause—to be paid between Mk. 5 and 10 per ha.

The trader Gierow might make a similar application and it is to be hoped that others will follow his example. All participants, traders as well as the Jaluit Co. would benefit.
Vol.: XIII  

From: Ponape  
To: Foreign Office, Colonial Division, Berlin  
Date: October 2nd, 1902 (Herbertshohe, November 1, 1902)  
Subject: Claim by Dominikus Etscheit  
Island: Truk

Ponape, October 2, 1902

J No. 602

Copy

Imperial Government
Herbertshohe
Received November 1, 1902
J No. 186

The merchant Etscheit, owner of the local firm Dominikus Etscheit and owner of the Plantation Olol, has applied today for permission to acquire approximately 100 ha. of native land in Truk in order to establish a further coco plantation.

By recommending this application, I wish to mention obediently that Etscheit is of means and also well-liked by the natives and that he has already worked with expertise in Olol. He undertakes his business-enterprise in total dependence on the Jaluit Co.

In case of a favorable response, Etscheit intends to acquire at once the land, most probably in Tol, in order to move after transfer of his business with his family to Truk.

The cession of the land would take place with the usual clause and after payment of Mk. 5.- - 10.- per ha. depending on the worth of the land.
On the occasion of my coming presence in Truk, I expect, because of previous inquiry, that the trader Gierow might also make a similar application and I hope that other local traders will follow his example. All participants, the traders as well as the Island District and the Jaluit Co., would benefit hereby.

The Acting Governor has received copy of this report.

The Acting Imperial Vice Governor

(signed) Berg

to the Foreign Office
Colonial Division,
Berlin
Summarization: The representative of the Jaluit Co. has submitted contract of acquisition for land on Fananu.

90-1 Contract of acquisition: The native Libada, owner of a parcel of land on Fananu called Damerab, sells this land to the Jaluit Co., pending the consent of the Vice Governor, i.e. the Chancellor, for the sum of Mk. 150.

The boundaries of the land are: North: Land of the native Libada

East: Land of the native Libada

South: The ocean

West: The Ocean

The length of the boundaries are 40 to 40 meters.

The land has been paid for and transfer has taken place. The cost for registration will be assumed by the Jaluit Co.

Signed August 24, 1902 in Fananu.
From: Ponape
To: Foreign Office, Colonial Division, Berlin
Date: September 24, 1902 (Herbertshoehne, November 1, 1902)
Subject: Contract of acquisition between Jaluit Co. and Native Libada Island: Fananu

Ponape, September 24, 1902
J No. 601

Concerning report of the 16th of this month J No. 546

The representative of the local branch-establishment of the Jaluit Company has transmitted the attached informal contract of acquisition for a lot of land on Fananu, designated for the building of a trading establishment with the request for further arrangements.

In submitting obediently this contract, I wish only to refer to the already presented Poloot contract.

The Acting Governor has received copy of this report.

The Acting Imperial Vice Governor
(signed) Berg

To the Foreign Office
Colonial Division
Berlin
To J No. 601

Contract of Acquisition

The Native Libada, owner of the referred to site, sells to the Jaluit Co., Hamburg, pending consent of the Vice Governor in Ponape, i.e. the Imperial Chancellor, the land lot on the island Fananu, called Damera~ for the price of "one hundred and fifty Mark."

The boundaries of the land are:

- in the north: the land of Native Libada
- in the east: " " " " " "
- in the south: the ocean
- in the west: " "

The boundaries are of 40 and 50 meters in length.

The price of acquisition has been paid today, which is hereby receipted. The transfer of the land with everything upon it has happened today. The cost for possible registration will be assumed by the Jaluit Co., Hamburg.

Presented, interpreted and signed

as interpreter:

Phillamon X whose sign (signed) O. Weilbaecher
on board of the Diana
representing the Jaluit Co.

as witnesses:

(signed) Jacques Joseph Hardin
(signed) Paul Kobett
Subject: Land-claim of the Pacific Island Co.—Jaluit Co.
Islands: East Carolines

Summarization: Land claims arising from acquisition of land by the Jaluit Co. from the Pacific Island Co. in the concession district leave in question the land on Poloot and Fananu, where trading stations are to be established.

In the island district of East Carolines, the Jaluit Co. has acquired seven land claims from the Pacific Island Co., including two on Mokil and Pingelap. They were entered into the land register under June 24, 1902, with the exception of Sakarkap on Pingelap.

All titles, inclusive of the two entered into the register, lack evidence for transfer of rights from Henderson & Macfarlane to the Pacific Island Co.

There is little, if any, evidence on the boundaries of three titles; the natives have again assumed ownership. It appears that one of the three titles was not to be sold, the more so as the contract was signed by the owner while in an inebriated condition. It does not appear that during Spanish times these land claims were recorded and recognized, or that ownership was exercised.
Transfer of the four land claims is not legal, and is regarded worthless by the Jaluit Co. They are located on Lukunor, Manoluk, and Mokil, where the Company has land in more suitable locations. The price charged to the Company is not known. The original charges were insignificant: in two cases $9 (36 sh.) and a lease contract consisting of "muskets, knives, tomahawks and ammunition."

There remain two titles entered for the Pacific Island Co. (Mokil and Pingelap) and the parcel of land Pieman in the Nameluk group, which is not 700 meters, but only 412 meters long.

There is no evidence of transfer from Thomas Henderson Jr. of New Zealand to the Pacific Island Co. The natives received $20 in 1878.

Title of land Puketik on Mokil had been acquired from natives by trader Thomas Day for $25 in 1885, and transferred the same year to Henderson & Macfarlane in Auckland, New Zealand for $125.

The Chief of Mokil attested that on January 2, 1900 the land was transferred from Henderson & Macfarlane to the Pacific Island Co., but this evidence cannot be accepted as property right. The same case arises for land parcel on Sakarkao, attested by the Chief of Pingelap.

Considering the omission of registration, the land parcels can be regarded as ownerless. The nominal amount to be charged the Jaluit Co. for lease
of land: Sakarkap Mk. 100; Puketik, ca. \( \frac{1}{2} \) ha., Mk. 150; and for Pieman, ca. 1\( \frac{1}{2} \) ha. Mk. 400.

The produce per annum is appr. 1\( \frac{1}{2} \) tons of copra—worth at Hamburg more than Mk. 500; the real worth of the first one, because of its favorable location, would be Mk. 1000, for the purpose of trading.
Ponape, September 16, 1902

J No. 546

Following the decree No. 72 of June 9 of this year
No. K 6060
10451

I have expressed myself in my reports of March 24th and 26th of this year, J No. 197 and 198, concerning claims to land which the Jaluit Co. had acquired from the Pacific Islands Co. based on a provisional examination of title excerpts at hand.

Other considerations as those mentioned do not exist against the processing of some of these land-claims with regard to the decree No. 128 of May 20th of last year even if thereby not all difficulties concerning the real-estate acquisition in the Concession District for the Company would be eliminated.

The Company lacks still the necessary land for establishing stations in Poloot and Fananu as mentioned in the last of the reports and the first travel report.

The Jaluit Co. has acquired in the Island District of the East Carolines seven land claims from the Pacific Islands Co., including the two on Mokil and Pinelap, entered for the Company under No. 23 of the land register;
under June 24th of this year the first has presented here the titles except one (Sakartap or Pinelap).

All titles, also the two which have been entered, lack evidence of surrender to the Pacific Islands Co. from the firm Henderson & Macfarlane or other legal procedure.

Three of the titles contain only very vague or absolutely no declarations on the location of the parcel of land; and this location, i.e. the boundaries, could not any more be determined with certainty; the natives here have also exercised ownership to a large extent long ago. One of the three titles mentions in a strange manner of "dispose of...the Fee simple;" the fourth only of "grant and convey and assign...to the use," when it however does not appear that a sale was intended in these two cases; the more so as in the latter the legal successors to the owner remarked that the same has concluded the contract in a condition of drunkenness. It is therefore not evident that during Spanish times means were used which would have intended recognition of these land claims, no more than that ownership was at all exercised during Spanish times.

The transfer of these four land-claims which are on the one hand not valid for legal reasons and which on the other hand are regarded by the Jaluit Co. as rather worthless, should be excluded; they refer to the Island Lukunor where the Company owns already a parcel of land at a suitable site and the island groups of Namoluk and Mokil. The price charged to the Company is not known. The original acquisition-expenses were however quite insignificant as
in two cases no return-service had been agreed upon; in another one a return service of $9.- = 36 ph. had been agreed to and the return for the "Lease contract" consisted of a supply of "muskets, knives, tomahawks, and ammunition."

Remain the two entered titles of the Pacific Islands Co. (Mokil and Pinelap) and the parcel of land Pieman in the Namoluk group which is not of 700 m. as recorded by me on the basis of the title excerpt, but only 412 m. long. The larger length is contained in a marginal remark by unknown hand which demonstrates a further deficiency of the document; it is furthermore corrected and unsigned. An additional and considerable lack of evidence is the absence of evidence of transfer of the property from the original buyer Thomas Henderson Jr. from New Zealand to the Pacific Islands Co. The amount paid to the natives consists of $20.- (1878).

The title concerning Mokil gives proof of the acquisition from natives of the parcel of land Puketik by the trader Thomas Day for $25.- in the year 1885 and the transfer of this land to the merchants Henderson & Macfarlane in Auckland, N.Z. in the same year against payment of $125.-. The receipt presented by the High Chief of Mokil of January 2, 1900, that the land of Henderson & Macfarlane had been transferred to the Pacific Islands Co., cannot establish the property right of the latter.

The same holds for the receipt of the Chief of Pinelap which was also submitted in January 1900 as ownership evidence with the registration-application. The original title of acquisition has not yet been produced here.
Its entry and the above mentioned parcel of land followed at the time subject to change by court examination of legal existence of title and the later acquisition by the government.

In view of the omission to the term of notification through neglect by the Jaluit Co., the grant of three parcels of land planted with cocopalms and which sale had been admitted by the natives, can be regarded as ownerless; and at least a return-service amount should be levied and calculated for the smallest, Sakarkap of approximately Mk. 100, for Puketik, ca. ½ ha. approximately Mk. 150, and for Pieman ca. 1½ ha., approximately Mk. 400.

I estimate the yearly revenue of the three land parcels to be approximately 1½ tons of copra, i.e. a value in Hamburg of more than Mk. 500., the real worth of the first one, regardless of its favorable location, to 1,000 Mk.

The Acting Governor has received copy of this report.

The Acting Imperial Vice Governor

(signed) Berg

concerns: Land claims of the Pacific Islands Co.
Jaluit Co.
Summarization: Acquisition of property from natives has to be transacted through the Government treasury. It was therefore not possible for the Boston Mission to acquire land by contract of February 23, 1901 and January 20, 1902.

Contracts with natives have to be transacted by the administrator in the presence of another authorized person.

Transfer from the treasury has to be in formal contract, stipulating the object of transfer of property right. It is also to be mentionned that the real estate is for the use of the mission only and cannot be sold without consent of the District Administration of Ponape.

In the case of the Boston Mission's acquisition of small parcels of land, permission is granted.

In future all land acquisition is to be submitted for examination, with information on appr. size of land and if the real estate is suitable for the establishment of a trading station.
From: Foreign Office, Colonial Division, Berlin
To: Vice Governor, Ponape (Copy to Herbertshoehe)
Date: March 11, 1903 (Herbertshoehe, May 25, 1903)
Subject: Legal aspect of land acquisition
Island: Ponape

**Summarization:** Acquisition of property from natives has to be transacted through the Government treasury. It was therefore not possible for the Boston Mission to acquire land by contract of February 23, 1901 and January 20, 1902.

Contracts with natives have to be transacted by the administrator in the presence of another authorized person.

Transfer from the treasury has to be in formal contract, stipulating the object of transfer of property right. It is also to be mentioned that the real estate is for the use of the mission only and cannot be sold without consent of the District Administration of Ponape.

In the case of the Boston Mission's acquisition of small parcels of land, permission is granted.

In future all land acquisition is to be submitted for examination, with information on appr. size of land and if the real estate is suitable for the establishment of a trading station.

Sequence of pages: 99, 100, 98
Assuming that above requirements concerning the contracts of the Boston Mission can be recorded, and the further assumption that it concerns only small parcels of land serving the settlements of the Mission, I will grant herewith authorization for acquisition of the parcels of land which had been left to the Imperial Chancellor's discretion.

In order to receive in future data for examination of land acquisition, I request that in each and every case the recorded negotiations be submitted here in original and copy. It is particularly stressed that these give evidence of the approximate area of the real-estate; it is also to be reported whether the real-estate is suitable for the establishment of a trading station of the firm to be licensed.

The Imperial Chancellor
by order:
(signed) Hellwig

Imperial Government
Herbertshoehe
Received May 25, 1903

To the Acting Vice Governor in Ponape

No. K. 7159 No. 80
4857

Berlin, March 11, 1903

The above copy is received by the Imperial Government for kind information.

To files H. 5/25
To the Imperial Government
Herbertshoehe

Foreign Office, Colonial Division
On behalf: Hellwig
Following report of March 31, of last year, J No. 230.

From the present legal position, permission is exclusively incumbent upon the land treasury to conclude contracts with natives of the Island District, which relate in content to the acquisition of real-estate property. It is important that this legal position is expressed unequivocally at all property negotiations. It was therefore not possible for the Boston Mission to acquire property through the contracts of February 23rd 1901, i.e. January 20, 1902; rather will it be up to Your Highness to acquire the real estate in question at first for the treasury concerning the property-acquisition questioned. To this effect the decreed instruction in the Protectorate of New Guinea of August 10, 1887 can serve as indication for the procedure of land acquisition (Riebow I.S. 472).

The contracts with natives are therefore to be concluded by Your Highness as the representative of the treasury; it seems however feasible that you authorize in turn another personality and to choose the member of the Mission yourself for conclusion.

The property transfer contract directed from the treasury to the member of the Mission in question has to be treated as an independent legal action. An
authorized representative is also for this not excluded. The Civil Law Book reveals even the possibility that one and the same person acts as representative of the two parties--§181 C.L.B.--, however in order to avoid obscurity, it is only used if other important ramifications have to be anticipated.

There is no need for special mention that the contract to be concluded by Your Highness, or with your authorization, by the Mission-member as representative of the treasury, can contain the same conditions as the voided contracts of February 23, 1901 and January 20, 1902.

In the referred to contracts, as well as all sales by the treasury, every guarantee has to be expressly excluded because of deficiencies within the object forming the property right of transfer. Furthermore, the contracts as well as all similar contracts with the Mission have to record an arrangement of the contents that the parcels of land may only serve the purpose of the Mission and may only be sold again with the authorization of the District administration in Ponape. Entry of the limitation imposed upon the buyer's right of disposition of the land-property has to be taken care of at the establishment of the register of landed property in section II. The agreement of the buyer has to be recorded in the contract with the intention of this entry.
Summarization: To the knowledge of the administrator, the Jaluit Co. has made little effort to extend its activities to the island of Pakin. The Company has left it to Bishop to travel and handle personally the situation on the island at a distance of 30 miles, which may have added to the cause of his death. The contract fulfilled by Bishop or a third party, necessitates the disposition of copra and the cultivation of the island. The financial position of Pakin depends on future planning. Production is of 19.25 tons of copra, of which half is at the disposition of the Chief. The other half covers barely the cost for workers, boat, etc.

Bishop's representative demands Mk. 2000 for the Bishop residence, outhouses, stone steps, and pier. He declared that the highest bid is not acceptable, but will submit it to the proprietress. The answer is expected in October.

Under the circumstances, building material will be ordered. In case of acceptance of the bid, building will not have to proceed. The Bishop residence has been enlarged lately. The property is worth between 7500 and 12000.
Request for information, whether the offering price is to be raised, and if so at what price the property is to be purchased for the treasury, once the new building started.
Following the decree of No. 19 of February 17, 1903 No. K 13345

I wish to mention the following concerning the Pakin contract:

The Jaluit Co. has, according to my knowledge, made no special efforts to extend its business-activities to the Pakin Islands. The Company has calmly left it to Bishop to attend for two years to the affairs and to undertake the open-boat journeys to the approximately 30 sea miles distant islands, which, by the way, have caused together with other similar enterprise his illness and death. The contract once concluded, if accomplished by Bishop or by third party, puts an end to the waste of copra and cultivation of the islands. The pecuniary advantage is completely in the future, as Pakin produces now approximately 25 tons of copra, half of which is at the free disposition of the Chief, the other half is hardly enough to cover the expenses for workers, boats, etc., for years to come.

Concerning the land with residence, outhouses, stone steps and stone pier,
belonging to Mrs. Bishop, the local representative demands Mk. 20,000. The same declared, when informed of the highest offer, that he thought a conclusion impossible with that kind of a difference. He would however submit the amount to the owner. The answer will arrive in October.

Under these circumstances I will order the construction-materials for the new residence. After its arrival and, in case of the acceptance of the offer, the new construction can always be given up. I also mention that the Bishop residence has been enlarged last year from three to five rooms and that the local -?- are between Mk. 7,000 and 12,000. -?- of mine keeps the middle.

Finally I request obediently instruction if, considering the building extension, the offer should be raised and at which price the land is to be acquired for the treasury once the new construction begun.

The Governor has received copy of the report.

The Acting Imperial Vice Governor

(signed) Berg

To the Foreign Office, Colonial Division
Berlin

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Page 102: right side xeroxed off-page.
From: Ponape
To: Foreign Office, Colonial Division, Berlin
Date: October 12, 1903 (Herbertshoehe, March 11, 1904)
Subject: Sale of Native land to Jaluit Co.
Island: Ponape – Metalanim

Summarization: The Jaluit Co. requested to buy 1000 ha. in the district of Metalanim for plantation experimentation. The land is situated between the mouth of the river Pilap on Lata and the river Lot, with access to Metalanim Harbor.

Several of the Chiefs were not agreeable to the sale. It was however possible to come to an agreement to acquire this land for the low sum of Mk. 7000. Some land bordering the Bishop's property could also have been acquired, and it is regrettable that this occasion was not fully exploited.

The access to the land, appr. 10 ha., close to the beach and cultivated, has been bought for Mk. 600: a second access, which was originally not requested by the Company, was secured free of charge. It has access to the sea and is situated on Lot Harbor.

Survey of the land presented difficulties.

It is added that the Company puts higher value on the land on Kusale. The high incidence of rain causes growth to be compared with that of Java. Manila hemp, imported from Manila and Saipan, proves to be successful cultivation.
In August, 1903 the island of Tian in the district of Metalanim (appr. 30 ha.) was taken over by the treasury as ownerless land.

October 15, 1903: Upon receipt of the Governor's order of July 10, 1903 and on the order of the Colonial Division of February 2, 1903, copy of sale contract, map, and road measurements are submitted:

On October 3, 1903, the following appeared before the acting Vice Governor:
1. Captain Heinrich Martens for the treasury
2. Chief Nanmarki of Taman
3. Chief Namawa of the Island Mal
4. Chief Narmataw Itet of Tamuroi
5. Chief Jawallapalap of Kapiroi
6. Chief Jawlik of Japwerok
7. Chief Awn of Anipaj

Chief Tawk was asked to witness, as none of the Chiefs could speak or write German. The sales contract was approved by the land owners:
   Chief Namawa for the district of Wapar
   Chief Nanmarki for the district of Akak
   Chief Nanmarki and Chief Awn for the district of Anipaj
   Chief Nanmatow for the district of Tamuroi
   Chief Jawallapalap for the District of Kapiroi
   Chief Jawlik for the bushland of the district of Japwerok
The total of the continuous area is appr. 1000 ha. Boundaries follow the course of rivers Pil en Katawinai and Pontow en Lot and the land was acquired for Mk. 7000, to be shared by the sellers.

The land extends between the rivers Pil en Paraw and Pil en Pelik for 500 yards inland, and from there parallel to Pel en Pelik, i.e. Pil en Pantakailanalap.

Boundaries of the bushland: starting on the left bank of Pontaw en Lot by the breadfruit tree in a broken line appr. 3855 meters in the direction of 375 and from there appr. 3855 meters in the direction of 37 continuing along the course of Pil en Katawnai to the junction with the secondary river Pil en Peijarap in the direction of ca. 155 for appr. 740 meters; then in broken line for appr. 2070 meters of 135 to the boundaries of the district of Matalanim and Kiti and the crossways of Japwerok-Kapinal for appr. 830 meters of 235; finally reaching the source of Pontaw en Lot by the junction with the breadfruit tree for a length of 4975 meters of 240.

The conditions of the contract were explained to the sellers: that they have transferred all their rights with the sale of the land.

For lands in the bushland 900 Mk. and access land 100 Mk. have been paid. The remainder will be paid as soon as a meeting of all the sellers will have taken place in Kolonia.
Signed by all those present and certified as correct by the Vice Governor.

October 5, 1903: Settlement of payment for the above transaction in the presence of Vice Governor and Secretary. The participants declared not to understand nor to write German. The Secretary and clerk of the court served as interpreters.

Mk.6600 were counted onto the court's table in two-Mark coins, and were receipted.

Signed by those present and certified as correct by the Vice Governor Berg.
From: Ponape
To: Foreign Office, Colonial Division, Berlin
Date: October 12, 1903 (Herbertshoehne, March 11, 1904)
Subject: Sale of Native Land to Jaluit Co.
Islands: Ponape - Metalanim

Copy

Ponape, October 12, 1903

J. No. 558
No. 128 to files

Imperial Government
Herbertshoehne
Received III/11/1904
J. No. 378

Following report No. 107 of August 13, 1903 J. No. 484

The visits of Ponape and Kosrae have been taking place as reported. Following the last journey, ending three weeks ago, the commission and the local representative of the Jaluit Co. made the application to acquire at first for experiment purposes an area of land of approximately 1,000 ha. in the district of Metalanim between the enlarged mouth of the river Pilap en Laetau (Metalanim Harbor) and the river Pontau en Lot (Lot-river) as well as a wide access to the Metalanim Harbor.

Even if six of the participating Chiefs showed no inclination to sell, I was able after 11 days of negotiations, and surveys with partial charting in order to establish boundaries, to conclude the acquisition for the unexpectedly cheap price of Mk. 7.- per ha., i.e. seven thousand Mark. The Chiefs had wished to see the extent of the land which was to be sold.
I would have had the possibility to obtain a very much larger land area, especially the wedge which intrudes between the acquired and Bishop's land from the boundary of Kiti to close to the coast; also the district which extends along the North-West boundary to the district of Pilap en Laetau and regret that I could not exploit the favorable circumstance which presented itself.

I paid Mk. 600 for the access which covers approximately 100 ha.; and is cultivated in proximity of the beach. A second access to the sea and Lot Harbor, originally not considered by the commission, was secured free of charge for the enterprise at the establishment of the boundary on the river Pontau en Lot.

As the negotiations with the natives were wrought with repeated difficulties up to the moment of the writing of the contract, so were the difficulties of the land which, in some places, was so precipitous that I fell 40 foot into a rubble of basalt at the rim of one of the numerous waterfalls on the Lot River.

I have yet to add that the commission values the soil of Kosrae more than the one of Ponape. The ample rainfall causes a plant growth which, in opulence, can be compared to the one in Java. During the past year the Mission's survey amounted to 291.45" = 7.40 m.

Furthermore I wish to mention obediently that the commission processes Tikap Manila hemp as well as the Flang-Ilang flowers with the support of the admin-
istration; these had been imported earlier on. Hemp plants brought here from Manila and also Saipan and planted in August on Pilap en Laetau show a fairly good growth.

The commission works in my opinion very conscientiously and prudently. I have the highest expectations for the success of the experiments which are taken into consideration and the further development of the two extensive island groups yet to be opened up.

The expedition will leave the colony by steamer, leaving the 19th of this month.

Finally I mention obediently that I have appropriated for the land treasury as ownerless in August of this year the island Tian situated in the district of Metalanim; approximately 30 ha. without the mangroves.

The Governor has received copy of this report.

The Acting Imperial Vice Governor

(signed) Berg

To the Foreign Office, Colonial Division, Berlin.

The Governor's decree of July 10, 1903, J. No. 539, to the decree of the Colonial Division of February 2 of this year K.A. 633, has only arrived today.

Following this decree I submit attached obediently the certified copy of the acquisition contract, as well as the map sketch with the road-survey and
measurements belonging to it. The latter could be utilized before the finalization of the transfer-contract for a more precise map sketch and calculation as they were possible in absentia. They could serve in the same time together with further road surveys for the completion of the map of Ponape, also leaving today.

Ponape, October 15, 1903

(signed) Berg
Imperial District Court in Ponape

Present: Berg, Acting Vice Governor sitting as judge.

Appeared before the undersigned judge the known persons:

1. The ship Captain Heinrich Martens, resident in Ponape, as representative of the treasury,
2. The Chief Nammaraki en Metalanim, resident in Taman,
3. The Chief Namawa en Metalanim, resident of the island Mal,
4. The Chief Narmataw en Itet en Metalanim, resident of Tamuroi,
5. The Chief Jawallapalap en Metalanim, resident in Kapiro,
6. The Chief Jawlik en Japwerok, resident Japwerok,
7. The Chief Awn en Anipaj, resident in Anipaj.

Those appearing (2)-(7), declared not to be acquainted with the German language, wherefore the negotiations were conducted in Ponapeyan language known to those appearing as well as to the judge.

As those appearing (2)-(7), declared furthermore that they could not write, Chief Tawk en Metalanim, known personally to the judge, was substituting as witness.
Those appearing concluded the following contract of acquisition:

Chief Namawa as sole owner of the bushland in district Wapar;

Chief Nanmaraki as sole owner of the bushland of the district Akak and Anipaj; the latter with the consent of Chief Awn Anipaj entitled to exploit the total district of Anipaj;

Chief Namnataw en Itet as sole owner of the bushland of the district Tamuroi;

Chief Jawallapalap as sole owner of the bushland of the district Kapiro i;

Chief Jawlik en Japwerok as sole owner of the bushland of the district Japwerok;

sell of this bushland a connected area of land of approximately one thousand ha. to the treasury. The boundaries in the entire length have been surveyed and provided with barbed wire following the course of the river Pil en Katawanai and Pontow en Lot. The price of acquisition is Mk. seven thousand, which is to be divided by the vendors themselves.

In the same time planted along the beach and approximately 10 ha., leading from the harbor of Metalanim to the above mentioned parcel of land, is sold by one person present, see (5), to the land treasury for Mk. six hundred. The access, which extends from the sea in its full width between the rivers Pil en Paraw and Pil en Pelik for five hundred yards inland, and from there in a width of thirty yards parallel to Pil en Pelik, i.e. Pil en Pantakailapalap, until it reaches the mentioned piece of land.
The boundaries of the parcel of land situated in the bushland are the following:

Starting on the left bank of Pontaw en Lot by a large breadfruit tree, standing 27½ m. on a spit of land formed by the mouth of Pwaitaw, the boundary follows in an often broken line in a direction of 325° for approximately 3,495 m.; from there, also in an often broken line, in the direction of 37° for approximately 3,855 m.; from there, following the course of Pil en Katawnai to the mouth of the secondary river Pil en Peyarap in the direction of ca. 155° to a distance of approximately 740 m.; from there again in an often broken line running in the direction of 135° approximately 2,070 m.; following the boundary of the main districts of Metalanim and Kiti to the crossways of this boundary with the footpath Japwerok-Kapinal in the direction ca. 235° of 830 m.; and finally over the close-by spring of the Pontaw en Lot following its course to the starting point by the breadfruit tree in the direction of approximately 240° of a length of approximately 4,975 m.

The sellers have been explained explicitly that, by the sale, they have relinquished right to the parcel of land for all times. The transfer was concluded.

For the parcel of land situated in the bushland have been paid today in cash of the acquisition price Mk. nine hundred; for access to this parcel of land Mk. one hundred; altogether one thousand Mark, which the recipients hereby acknowledge. The remainder of the price of acquisition is due as soon as the
vendors will assemble together in Kolonia, when persons present, see (2) and (5), will be represented by Chief Jawlik en Na; person present, see (3), by Chief Jawlik en Japawaj.

The fee for the contract is paid by the buyer.

The protocole has been read in the presence of the judge and witness, interpreted by the first and authorized and signed or crossed by those present.

(signed) Heinrich Martens
X sign of Nanmaraki en Metalanim
X sign of Nanam en Metalanim
X Naumatawen Itet en Metalanim
X Jawallapalap en Metalanim
Sign X of Jawlik en Japwok
X sign of Aron Anipaj

(signed) Taok Metalanim
Certified Copy

Ponape, October 5, 1903

Imperial District Court

Present: Berg, the Acting Vice Governor as Judge

Vahlkampf, Secretary and Court-clerk

For settlement of the payment of the remaining price of acquisition of the land acquisition, concluded on the island Pikinikit on October 3rd, 1903, appeared the following persons known in name, position and residence to the judge:

1. Captain Heinrich Martens, resident, as the representative of the land treasury.

2. Chief Jawlik en Na, resident in Taman, representative of the Superior Chief Nanmaraki en Metalanim and Chief Jawallapalap en Metalanim;

3. Chief Jawlik en Japawaj, representative of Chief Nanam en Metalanim, resident on the Island Mal,

4. Chief Nanmataw en Iten en Metalanim, residing in Tamaroi,


6. Chief Awn Anipaj, residing in Anipaj.

Those present, (2) to (6), declared not to be knowledgeable of the German language; therefore the negotiations were conducted in the Ponapayan language known to those present as well as to the judge. As those present, (3) to (6), declared furthermore that they could not write, the court clerk Vahlkampf was involved.
The remaining price of acquisition in question amounting to Mk. 6,600, six thousand six hundred Mark. The amount has been counted out in Mk. 2- pieces onto the court table. Those present, (2) to (6), receipted this as this amount's correct payment.

Whereupon the protocole was read and interpreted, approved, signed or crossed.

(signed) Heinrich Martens (signed) Jawlik en Na
X sign of Jawlik en Japawaj X sign of Nanmatow in Itet
X sign of Jawlik en Japwerol X sign of Awn Anipaj
(signed) Berg (signed) Vahlkampf

The above copy is in accord with the original.

Ponape, October 12, 1903

the Acting Imperial Vice Governor

(signed) Berg

(Seal)
Summarization: Vice Governor Berg confirmed that his decision concerning the island was sustained by the Governor. Meanwhile he received information that title had been found in Washington. He appeals for favorable consideration and is ready to appeal to the Emperor to intercede in this case on his behalf.

Snelling will request Washington to communicate with the State Department in Berlin to explain the delay.

March 14, 1904 from the Governor, Herbertshoehe, to the Imperial District Administration, Ponape: The Missionary Alfred Snelling has once again claimed his right to the island of Tatu. He claims that title has been found and requests information where to find redress on the decision of June 10, 1903. Snelling should be informed on the Governor's behalf that the Chief Justice's decision is final. He is however free to appeal to the Imperial Chancellor, who has jurisdiction to cede native and ownerless land in the Truk group and concession district. The Governor recommends Snelling function as teacher and Missionary, and would agree to a lease of a small parcel of land for life. He emphasizes that he has had no opportunity over the last three years to witness Snelling's activities, but feels that Snelling had a good influence on the islanders and acts as a favorable counterweight to the Boston Mission.
Truk, December 8, 1903

Imperial Government
Herbertshoehe
Received III/11/1904
J No. 442

Dr. Albert Hahl
Imperial Governor
New Guinea

(Below copy of the original English text of Alfred Snelling's letter)

Dear sir,

I am sorry to trouble you again about this island.

I met Vice Governor Berg on the steamer Oceana in October (November crossed out) and learned from him that you had sustained his decision concerning this island.

About the same time that I wrote to you (in June) I received word that the title had been found at Washington. I informed Mr. Berg about it, and he suggested to me that I write to you again for advice. I said I would do this returning steamer No. If you have no power to act in the matter, will you let me know to whom I can appeal for a favorable (if possible) consideration of the case.
I am ready to appeal even to His Excellency, Emperor William, who I believe, will if he can interfere in the case, give satisfaction.

I also write by this steamer to the State Department at Washington to communicate with the State Department at Berlin acknowledging that the failure to present the title was their fault and not mine.

Hoping to hear from you. I remain,

Yours in service,

(Signed) Alfred Snelling
Herbertshoehe, March 14, 1904

J No. 442

I. To the Imperial District Administration
Ponape

The missionary Alfred Snelling has addressed here the petition on his rights
to the island Tatu of December 8th, 1903, attached herewith in copy. He
maintains furthermore that the document of acquisition, believed to be lost,
has been found and requests further information on a possibility of redress.
I request to inform Snelling on my behalf that further legal remedy against
the decision by the Chief Justice on June 10, 1903 cannot be made; that he
is free to take legal action for his asserted right to the island Tatu; also
that cession of native and ownerless land in the Truk Atoll as well as in
the total concession district of the Jaluit Co. would be at the discretion
of the Imperial Chancellor. I deem it unconscionable to leave to Snelling
a small piece of land for life for the purpose of teaching and Mission work
to which I have however to add that I have had no occasion within three
years to observe his activity, his influence on natives and his relationship
to the Boston Mission. But I am, as previously, of the opinion that Snelling
exercises a good influence on the natives and acts as a counterweight to the
Boston Mission, not to be underrated. I cannot regard their attitude as a
loyal one. The position of Snelling should be receiving special mention in
an emphasized way in the report to the Foreign Office, Colonial Division,
which I request to be submitted through the Government.
The Foreign Office, Colonial Division, has received copy of this report and its enclosures.

II. To the Foreign Office, Colonial Division.

I submit the above copy of a decree addressed today to the District Administration with its enclosures as well as certified copy of the decision of June 10, 1903, concerning the claims of Missionary Snelling to the Island Tatu, situated in the Truk Atoll.

III. to files

The I.G.

(signed) Hahl
Subject: Lease of North Mariana Islands to Pedro Ada
Islands: Agrigan - Agapan - Pagan - Anatahan

Summarization: Colonial Office submits private correspondence with District Administrator Fritz.

December 26, 1903 from District Administrator Fritz, Alzey Germany, to Privy Counselor Rose: Recommends that the four islands be leased to Pedro Ada, and to exclude Vicente Diaz, Mayor of Garapan, from the lease, which would almost double the income from the Marianas. Ada would buy out his partner. As the sole proprietor of the establishment, the yearly income would bring in Mk 75,000. With a lease of 15 - 20 years, each ton of copra would bring Mk. 50 in lease payment, to amount to Mk. 10,000 min. p.a. In the past years, export of copra amounted to 250 tons, with a small labor force. Production would have to be raised to 400 tons if workers could be made available from Truk and Yap. This would have to be mentioned in the contract.

This kind of lease payment would tend to eliminate Japanese competitions: The Hiki Co. and one other Japanese trader. Export of Saipanese and Rotanese copra would also be charged with 50 Mk. per ton. There are no other traders
at present on Saipan, and a European trader cannot compete with the Japanese. Instruction concerning this matter should be addressed to the German Consulate in San Francisco.

February 13, 1904 from Foreign Office, Colonial Division, Berlin to Imperial District Administrator Fritz, San Francisco: Response to letter addressed to Privy Counselor Rose: Agreement to the proposition to lease the four islands to Pedro Ada.

Acting Vice Governor Berg is of the opinion that workers can be recruited in the Truk Group. Information is not available whether the East Carolines will have enough workers for their Manila plantations of the Jaluit Co.

Recruitment of workers from Yap will have to be processed through the offices of the Yap administrator.

Responsibility for workers cannot however be assumed by the administration.

The payment for lease can not be arranged as suggested in the proposal. It is advisable that the lessee pay a small amount for the lease.

Account on this matter to be rendered before action is taken.
From: Foreign Office, Colonial Division, Berlin
To: Governor, Herbertshoehe
Date: February 13, 1904 (Herbertshoehe, April 22, 1904)
Subject: Lease of North Mariana Islands to Petro Ada Islands: Agrigan - Agapan - Pagan - Anatahan

Berlin, February 13, 1904
Imperial Government
Herbertshoehe
Received 4/22/1904
J. No. 754

No. 58
to files

Your Highness receives copy of the above exchange of letter for kind information.

Foreign Office
Colonial Division

Stuebel

To the Governor
Herbertshoehe
I request consideration on the following conditions concerning the above new wording of the lease-contract of the Northern Marianas, which I believe to be able to achieve; and which would almost double the revenue of the Marianas:

We lease the four islands only to Pedro Ada who is the soul of the undertaking, the most respected Chamorro, honest and faithful. He has three sons who can continue the business later on.

Vicente Diaz, mayor of Garapan, is a nothing, without influence, with some capital in the establishment, which Ada could however reimburse immediately without difficulties. As the sole owner of the Undertaking which yields Mk. 75,000 p.a., he would be glad and can pay Mk. 50.- for each exported ton of copra which would yet be cheap for coco-plantations as payment for lease with an extension of the lease-period of 15-20 years. In the past years, approximately 250 tons were exported yearly from the leased islands with an insufficient labor force; a production which must be raised to 400 tons if he recruits workers on Rall (Truk) and Yap. The contract would have also to mention that he may recruit workers in the named districts. This manner of lease-payment would enable us furthermore to eliminate at any time the Japanese Hiki Co. in the Marianas by a levy of the same charge of Mk. 50.- for
exported copra from Saipan and Rota, which nobody could estimate as unjust. There is no other copra trader at this time on Saipan except the Hiki Co. and one other Japanese trader; a European cannot prevail against the Japanese in Saipan, as the failed experiment of Bishop (Ponape) proved. This has its reasons to which I will return at some time.

I request kind instruction in the above matter to be sent to San Francisco, addressed to the Imperial Consulate. I hope to arrive there beginning of March.

(signed) Fritz

District Administrator

K 1300
Berlin, February 13, 1904

K 1300
3075

To the letter of December 26 of last year
addressed to the Privy Legation Counselor Rose.

I wish to declare agreement with Your Highness' proposition to lease the islands Anatahan, Alamagan, Pagan, and Agrigan exclusively to Pedro Ada.

Acting Vice Governor Berg, present here at this time, is of the opinion that it will be possible in the coming year to obtain workers from the Truk-Group for the above mentioned islands. It is however not certain whether yet more workers from the East Carolines can be made available for Saipan if the plan of the Jaluit Co., to establish larger plantations to cultivate Manila hemp, will be realized.

In order to recruit workers from Yap, you would have to enter into communication with the local District Administration.

In any case an obligation for the recruitment of labor by the District Administration cannot be assumed in the, yet to be concluded, contract with Pedro Ada. A guarantee could only be given insofar as the District Administration would declare readiness to be of assistance with the recruitment of workers.

Your consideration to establish an export-tax for copra, if taking place as described, could be rightfully found fault with as an unequal treatment of the
inhabitants of the district, as the tax of Mk. 50.- per ton of copra would include the lease payment regarding the lease islands; whereas it would have a public legal validity in its full amount for the copra trade.

In order to establish an export-tax, so as to approach the goal you have in mind, it would be required to impose upon the lessee payment of a certain, even small amount, apart of the payment tax.

Would you please report before measures are taken in this request.

Foreign Office
Colonial Division

(signed) Stuebel

To the esteemed Imperial District Administrator Fritz

San Francisco
From: Foreign Office, Colonial Division, Berlin
To: Governor, Herbertshoehe
Date: November 21, 1905
Subject: Lease contract with Albert Stein
Island: Saipan - Chalan Canoa

Summarization: Contract of lease with settler Albert Stein for land in the district of Chalan Canoa is granted as of April 27, 1905. Consent can be given as the claim by Leon Guerrero for the leased real estate has been refused by the Superior Court in Herbertshoehe on June 3, 1905.
From: Foreign Office, Colonial Division, Berlin
To: Governor, Herbertshoehe
Date: November 21, 1905
Subject: Lease contract with Albert Stein
Islands: Saipan-Chalan Canoa

Foreign Office, Colonial Division
Berlin, November 21, 1905

Copy
No. K.A. 12681
48228 No. 113

Following report 23 of April 26 of this year.

The contract concluded with the settler Albert Stein concerning the lease of the District Chalan Canoa of April 27 of this year is herewith authorized.

The authorization can be allocated without hesitation as meanwhile the claim to the leased land by Leon Guerrero has been finally rejected on June 3rd of this year by judgment of the Imperial Superior Court.

Foreign Office, Colonial Division
on behalf:

(signed) Hellwig

To the District Administrator in Saipan.
The above decree is submitted to Your Highness for kind information.

Foreign Office, Colonial Division

on behalf:

(signed) Hellwig

to files

to the Governor

Herbertshohe
Page: 133: "Concerns: Concession"

Page: 134: "Concerns: land transfer in Concession District"

Page: 135: "Content: Government Real Estate"

Page: 136: "Concerns: Land Acquisition of the Boston Mission"
Page: 133: "Concerns Concession"

Page: 134: "Concerns land transfer in Concession District"

Page: 135: "Government real-estate"

Page: 136: "Land acquisition of the Boston Mission"
Mr. David Idip  
Acting Director  
Bureau of Resources  
Division of Land Management  
Trust Territory of the Pacific Islands  
Saipan, Northern Mariana Islands, 96950

Dear Mr. Idip,

I confirm my letter with enclosures of February 7th to you which was sent by Registered Mail.

I am sending you today verbatim translations of Volume XIII of the Imperial German Documents 1890 - 1914. Please acknowledge receipt as soon as they arrive.

May I ask you to send me documents of the following volume which you wish to have translated.

with best regards and sincerely yours,

Guse Royal.