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[Volume 21]

CRS G2
ITEM W30-1
Land Matters, West Carolines
1909 - 1911

Property of
Division of Lands and Surveys
Department of Resources and Development
Trust Territory Government
Saipan, Mariana Islands 96950
LANDANGELEGENHEITEN
WEST-KAROLINEN

1909 - 1911

(LAND MATTERS WEST CAROLINES)

(ALL FOLIOS)

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LAND MATTERS, WEST CAROLINES

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From: Imperial District Administration, Yap
To: Station Saipan
Date: February 4, 1911 (Saipan, April 25, 1911)
Subject: Canuchin Mission's land claim
Island: Rota

Summarization: Request to submit attached document to District Administrator for further examination.

May 20, 1911 from Hahl, Saipan to the Secretary of State, Imperial Colonial Office, Berlin: Prefect Paulus of the Capuchin Mission on Rota has agreed to the following:

a. That the church's real estate is considered without question the property of the Mission.

b. The "Cocal de la Virgen" will remain the property of the community and the Mission will give up all claim to this land.

If land is available, the Government will provide up to 25 ha to the Mission to be used for cultivation for Mk. 1.- per ha. The Mission is obliged to stock the land within 15 years. Re-sale of the property requires consent of the Government. Saipan and Yap have been informed.
From: Imperial Station, Saipan
To:
Date: March 18, 1911
Subject: Report
Island: Rota

Summarization: The island of Rota, 60 miles to the south of Saipan with an area of 12,500 ha., belongs to the German Marianas. Connected by dunes to the main island is the island of Taipingot. The settlement is situated on the dunes. Ships can anchor close to the coast as an entrance through the reef was blasted in 1905. The Bay of Sasannahaija is protected from the north-east storms.

Many kinds of trees grow on the rich soil and the natives find the major part of their food in the produce of palms and breadfruit trees, oranges, guavas, lemons, atis, papaya, and bananas.

A 10 km. long road has been built to the north-west of the coast, where good agricultural land is available. Rice plantations are cultivated to the south where a river furnishes permanent water supplies. Wild and domestic cattle, as well as deer, abound.

(Continuation in Vol. XXI, pages 1-6:)

There are also wild boars, turtles, flying dogs, rats, chickens, ducks, pigeons, woodcocks and ravens. Cultivation by Chamorros consists of coconuts, corn, sweet potatoes, taro, sugar cane, coffee, cacao, and
tobacco. Natives have planted coconuts close to the beach. Along the coast to the north-west the Treasury owns large areas of land. Appr. 75 ha., planted with coconuts, are also owned by the state: Tinian--30 ha., Fanagaan--15 ha., Mutchum--25 ha., and Tatatscho--5 ha. Old trees are leased for Mk. 100.- per annum on Mutchum and Tatatscho.

Copra export is limited due to poor maintenance of palm trees.

There are two establishments on Rota: The German Pagan Co. and the Japanese Hiki Co., both importing only the most essential articles. Schooners sail only 3 - 4 times per annum to Rota, and load appr. 100 - 125 tons of copra. Import amounted to Mk. 7,500 per annum, export of copra and tobacco to Mk. 5,800.

Population on Rota in April, 1910: 2 Europeans, 2 Japanese, 472 Chamorros. Of these 205 are men, and 271 are women.

There are 108 native and 14 stone houses in the settlement, and conditions are improving. Two women have been trained and act as midwives, reducing infant mortality. Incidence of syphilis: 36 cases; some of the men and women cover their noses with green leaves, which facilitates breathing and talking. Treatment has been made available, and some improvement is apparent. Patients were treated for Frambosia, sores, asthma, eye inflammation, bronchitis, dysentery, influenza, tuberculosis, and cirrhosis. Nine deaths and 23 live births were registered.

On June 1, 1910 the Catholic priest assumed responsibility for the school.
The inhabitants have built a large school for 68 children on the church land.

Signed: Woitschek, Medical Aid

June 24, 1911: from Hahl to Rabaul office: Request for copy in clear writing.
Summarization: Conditions for the 99-year land lease to Tejada on Saipan are for the time being to be left in abeyance. Regulations concerning land transfer in the island district are under consideration.

October 8, 1906

Contract between the Imperial District Administration, Saipan, and Mr. Juan Tejada:

1. Real estate in the district of Matuich of appr. 50 ha. is leased to Mr. Juan Tejada for the duration of 99 years. The land is to be cultivated especially with Manila hemp.

2. The total area has to be made arable within 10 years.

3. The first two years' lease-rent is free, to the 4th year 100 Mk. per annum, to the 6th year Mk. 150.- per annum, to the 8th year Mk. 200.- per annum, and from the 9th year Mk. 250.- per annum.

4. The rental has to be reconsidered every 25 years, with the proviso that the rental would not exceed twice the previous amount.

5. If, during the duration of the contract, a real estate tax would be established, the rental would be diminished by that amount.
6. Contract conditions may be transferred to a third party. However, the administration reserves itself the right to assume ownership of the lease through the court of arbitration. Compensation to be based on the last five years' income from the plantations.

7. The Foreign Office, Colonial Division, will be the arbiter in case of dispute.

8. The Imperial District Administration may give two years' notice in case of non-payment for two years, or non-compliance with contract conditions.

9. The total estate will revert back to the Imperial Government after expiration of contract.
From: Saipan
To: Mr. Fr. Weller and Mr. Pedro Ada, Saipan
Date: June 5, 1911
Subject: 6 months' notice of lease contract

Islands: I. Pagan - Agrigan - Anatahan - Alamagan
II. Agigan - Assonsong - Gugnan - Mang - Medinilla - Sarigan - Urak

Summarization:

I. Conditions of lease contract of January 7, 1905 have not been fulfilled. Six months' notice are given to wind up current business. Plantations have been neglected or not cultivated, and yield has therefore been minimal. (Copies were sent to Yap and Saipan.)

July 2, 1911 from the Governor, Rabaul to The Imperial Counselor Kersting, Ponape: Attached copy of cancellation and liquidation of the Pagan contract is to become effective January 1, 1912.

Should it be impossible to find an efficient company to take over the lease, it may be offered that Lessees Ada and Weller stay on until March 31, 1912. Further communication on steps to be taken might follow. (Yap and Saipan have received copies.)

August 12, 1911: Negotiations with Mr. Wahlen have been started. Berlin, Yap, and Saipan have been informed.

II. July 5, 1911 from Saipan to Mr. Fr. Weller and Mr. Pedro Ada, Saipan: Notice is given that the contract of July 21, 1909 is hereby cancelled. It concerns the islands: Agigan, Assonsong, Gugnan, Mang, Medinilla, Sarigan, and Urak. Notice becomes effective July 1, 1912. Copies have
been sent to Saipan, Yap, and to Counselor Kersting, Ponape.

January 7, 1905: Copy of contract between the Treasury of the Protectorate of New Guinea, represented by the Imperial Station in Saipan, and the contractors' Friedrich Weller and Pedro Ada of Saipan, with the provision of consent by the Imperial Governor.

1. The lease of Agignan, Assongsong, Gugnan, Mang, Medinilla, Sarigan, and Urak is granted for bird-hunting, fishing, and agricultural pursuit for the duration of three years as of July 1, 1909. The island of Sarigan may be claimed at any time by the Treasury, and no compensation will be due to the lessees.

2. The lease fee, to be paid on October 1 and April 1, is of Mk. 3.000.– per annum.

3. The lessees are obliged to preserve the bird population. 4,000 coconuts are to be planted yearly on Agignan, Assongsong, Mang, and Sarigan. Because of contract conditions, only 2,000 coconuts are to be planted on Sarigan.

4. Service personnel may request boat transportation to the islands for an agreed compensation.

5. Half of the native workers must originate from the islands of the Protectorate.
6. By April 1 of each year the lessees have to send a report on the population and the plantations.

7. After expiration of the contract all workers must be repatriated at the expense of the lessees.

8. During the duration of the contract, only the lessees will have the right to give permission to hunt, trade, and raise cattle. The lessor reserves the right to establish administrative stations and to exploit mineral deposits.

9. Contract with third parties will be dependent on the consent of the Imperial Station, Saipan. The lessees' rights are not transferable without consent and the new company must be accepted by the administration.

10. If conditions of the contract are not fulfilled, the lessor may cancel the lease without right to compensation to the lessees.

11. If one or the other lease islands is damaged by natural disaster, the lease fee is to be reduced accordingly.
12. At the expiration of the contract, all installations will become the property of the Treasury without compensation to the lessees.

13. If the contract is not renewed one year prior to expiration, the contract is automatically considered renewed for a further three years. The lease fee is to be renegotiated, not to exceed Mk. 5,000.-

14. A court of arbitration will decide disputes. Composition of this court has been established. If the judges of arbitration cannot agree on the selection of a foreman, the Imperial District Administrator will be the determinant.

January 7, 1905: Copy of contract between the Imperial District Administration, Saipan, and German nationals Pedro Ada and Friedrich Weller in Saipan, with provision of consent by the Foreign Office, Colonial Division:

1. The islands Anatahan, Alamagan, Pagan and Agrigan are leased by the District Administration to Pedro Ada and Friedrich Weller for cultivation, not to reduce the produce of the land.

2. The lease fee is Mk. 15,000/- per annum to be paid twice yearly to the Imperial District Administration.
3.

Labor is to be recruited as far as possible in the East and West Carolines. The hire of laborers is to be approved by the District Administration. The hiring of Japanese and Chinese labor has to be approved in each case by the District Administration.

4.

Three thousand palm trees are to be planted per annum on the four islands.

5.

German settlers may establish themselves on these islands through the District Administration, and with the consent of the lessees. During the duration of the contract, revenues will however benefit the lessees Pedro Ada and Friedrich Weller.

6.

Consent of the Imperial Government has to be obtained if contracts for direct or indirect exploitation of the leased land and exportation of produce by foreigners is concluded.

7.

The lessees will have to deposit 7500.0 Mk. or other safeguards with the legation of the Foreign Office in Berlin.

8.

This contract is negotiated for the duration of 7 years. If the contract has not been cancelled at the end of the fifth year, it will be automatically extended for a further 7 years.
9. The Imperial District Administration may cancel the contract if the lessees do not fulfill the conditions of the contract, for which the lessees may appeal to the Foreign Office, Colonial Division, as well as for all other disputes arising from conditions laid down in the contract.

10. This contract is valid as of this day.
Summarization: Pagan was reached May 23. A large plantation was sighted on the south-west side extending from the beach towards the hill side. This land, approx. 60 ha., is at a distance from the settlement. Anchoring at Apahan Sannena provides shelter from the east and north winds. Smaller boats can enter into the bay and find protection from the south winds also.

The two volcanoes were in slight activity. The village is situated between them in the south-west direction. The plain between the two volcanoes will be surveyed. The harbor will be surveyed, mapped, and soundings taken. The village is surrounded by approx. 20 ha. of new plantations, resulting in good produce. The remaining plantations are in poor condition. Their produce will be lost if no help is provided. Rikusan on the east slope has the most fertile soil. When not cultivated, the land is covered by dense forest. The plantations are of approx. 100 ha., but it is difficult to say how much they would produce, as most of the coconuts are not harvested except those close to the beach. The remaining parts of the plantations are not cared for. The east slope of the southern volcano as seen from Rikua has more plantations. Joseph Ada's information that since the typhoon of 1907 the palm trees produced no nuts was confirmed elsewhere.
The effect of the typhoon has been removed a long time ago, and with care the fertile soil would produce a wealth of produce.

Talagi, on the northern slope, has an extensive area of appr. 120 ha. planted with coconut palms which are producing well. According to Joseph Ada workers are sent to cut the copra, but the plantation is not cared for. There are also large plantations in Paranki on the north-east coast. To the north-east alongside the crater is a large plateau consisting of brush and woods, called Malas. Eleven thousand seednuts have been planted in clearings. All of them are lost as they have not been cared for.

Pagan counted 32 workers, of which 22 have left at termination of contract.

Living quarters are well built, and workers and families are healthy. The food is varied. Each worker has to bring in 50 pounds of copra per day. The copra is carelessly prepared and thus of poor quality. It is estimated that 1,000 ha. could be planted on the island. Skilled and energetic management is required, as otherwise the existing crop will be ruined.

AGRIGAN
The fertile volcanic soil of Agrigan produces good plantations, and appr. half of them are cared for. The settlement is surrounded by a plantation of appr. 25 ha., not older than ten years. The older palm trees are situated east and north of the island. As 16 workers were leaving the island, only
a few Chamorros and Carolinians are left behind. Conditions on Agrigan are about the same as those on Pagan.

Water resources: Both islands have no spring water supplies. However a well supplies rather murky water on Pagan. Rainwater is collected and the construction of a large storage cistern is a possibility.
Subject: Cancellation of contract: Lotze and Los Reyes

Summarization: The lessees Lotze and Los Reyes have been informed that the lease fee of Mk. 2,000 cannot be reduced. Furthermore the contract of January 24, 1906 stipulates that the stock of cattle which then amounted to 3,000 head had to be maintained. The herds of cattle have been reduced to approx. 400 head. No effort was made to reduce the hunt of the wild herds nor their persecution by wild dogs. Provision of water is poor. The continued killing of young cattle has been openly confirmed.

800 Palm trees have been planted during the last five years. Government's palm trees produce seven tons of copra per annum. As there is no book-keeping available, it is difficult to prove income of the lease.

As the lease conditions have not been fulfilled by the lessees, the contract has been cancelled, to become effective September 1, 1911.

Claim for compensation cannot be successfully pursued. Mayor Los Reyes is indispensable for the continuation of business and support for the station. It is Lotze who is responsible for neglect of maintenance. It is also difficult to bring evidence in case of a claim in court.
It is important to improve conditions on the station and to build up the herds of cattle. Measures have to be taken to eliminate the packs of wild dogs, improve water supply for the cattle, and to limit the hunting of goats and pigs. The copra harvest should be leased with the emphasis on improvement of cultivation rather than high lease fee.

It seems indicated that Lotze should be excluded from a lease agreement. Los Reyes, however, should be enabled to manage a company—to be in charge of supervision and the fulfillment of contract conditions. Attached is a draft of a lease contract for the station.

Counselor Kersting, the District Administration in Yap, and the Colonial Office have been informed.

The station is requested to report on the conclusion of the lease contract.

* * *

Draft of lease contract between the Land Treasury of the Protectorate of New Guinea, represented by _________ for the Imperial Governor, and Mr.__________ for the management of the island of Tinian.

1. The Land Treasury is the owner of the island of Tinian. It is leased to _______ in Saipan for a) the hunting of wild boars, goats, and chickens, and b) the harvesting of existing coconut stock.
2.
The lease fee is Mk. 500.- per annum, to be paid January 1 and July 1 to the Imperial Station in Saipan. The lease begins October 1, 1911 and is for an indeterminate period of time. Notice can be given half yearly.

3.
Buildings may be used by the lessee, who has to assume their maintenance. The cleaning and maintenance of the cisterns in Suharon is also the task of the lessee.

4.
The lessees assume responsibilities for the maintenance of the palm trees, which may not be injured. Only fallen coconuts may be used for the preparation of copra. New plantations are not requested. The lessee may grow food for himself and his workers. Compensation will not be paid for these at the end of the contract.

5.
The lessees have to eliminate packs of wild dogs. All other dogs are to be kept in enclosures. Steers may only be killed by order of the Imperial Station and the dead animal will be assigned to the lessee. A fee of 10 Mk. will have to be paid for animals exceeding 12 steers. No limit is imposed on pigs, goats, and chickens.

6.
The lessees are obliged to keep all roads open, and to furnish a boat for transportation to Saipan.
7. The lessees have to provide information on the copra harvest upon demand to the Imperial Station.

8. The lessor has the right to surrender land to a third party without claim to indemnification. A reduction in lease fee may only be granted if this land is planted with producing coconut palms. The reduction will be determined by the Imperial District Administration in Yap.

9. If conditions of the contract are not fulfilled, the lease may be cancelled at any time. The lessees assume responsibility collectively.

10. Disputes are to be settled by arbitration by the Imperial District Judge in Rabaul.

Duplication in lease contract: pages 52-60 and 61-64.

March 29, 1911 from Imperial Station, Saipan to Imperial District Administration, Yap: Contract of July 28, 1904 between the Imperial District Administration and Messrs. Lotze, Stein and Reves lapsed July 31, 1906. The new contract of January 24, 1906 became valid August 1, 1906 and lapsed July 31, 1911. This contract was not terminated by January 1, 1910 and is therefore valid to July 31, 1916.
Messrs. Lotze and Reyes have applied to export copra rather than beef. No loss to the contractors is expected as the price for meat has been increased from .25 pf. 4 years ago to .50 pf.

An ordinance has to be established that only fully-grown steers and old cows may be shot. The shooting of young animals doesn't agree with the ordinance of January 24, 1906. The new contract will have to stipulate that only 52 animals may be killed: killing of more than 24 animals carries a tax of Mk. 12.50.

The number of wild cattle on Saipan will have to be limited, or exterminated. The continued cultivation takes the place of grazing, quite apart from the fact that the animals damage the plantations.

The contractor may shoot only 36 steers or cows on Saipan if the lease fee remains the same.

If the contract for Tinian should be terminated, it may be possible to lease the exploitation of smaller animals and the produce of coconuts.

March 18, 1911 in Saipan: Messrs. Lotze and Reyes, proprietors of the Tinian Co., declare: The Tinian contract lapses on July 31, 1911 and should have been cancelled August 1, 1910. Notice was not given as answer was not received concerning a reduction in rental fee.

The Saipan contract lapses on June 30, 1911 and has to be replaced by a new contract, whereas the Tinian contract will continue in its present form until July 31, 1916.
It is requested that the contracts be changed to allow the shooting of 36 instead of 24 head of steer on Saipan, this without additional payment. On Tinian the request is made to shoot 52 head of steer per annum rather than four. Payment of Mk. 12.50 would be made for animals exceeding the number permitted on Saipan.

Contract, January 24, 1906, Saipan:
Between the Imperial District Administration and Messrs. Erhard Lotze and Juan de los Reyes.

1.
The Imperial District Administration leases the island of Tinian for the duration of five years to Messrs. Lotze and Reyes.

2.
The lessees are obliged to take care of the herd of cattle. No more than four head of cattle per week are to be hunted: none of them at the trough. However the lessees may freely hunt pigs, goats and chickens.

3.
No other private establishment may be admitted to Tinian without the permission of the lessees. The administration reserves the right to establish an administration station.

4.
The Imperial District Administration has to consent to contracts made between the lessees and foreign nationals.
5. The contract is automatically renewed for 5 years if it is not cancelled one year prior to lapse of the lease period.

6. The District Administration may cancel the contract for non-fulfillment of the conditions mentioned here-in.

7. Disputes concerning the contract will be settled by the Colonial Division of the Foreign Office.

Signed: Fritz, E. Lotze, and Juan de los Reyes

August 7, 1909 from Messrs. Lotze and Reyes, Saipan to the Imperial Station, Saipan: Request to the Imperial Colonial Office concerning reduction of lease has not been granted. The herds of cattle have been greatly reduced through hunting, abnormal lack of water, and a plague of ticks. The hunting on Tinian and the transportation to Saipan is difficult. The need for skilled workers is only to be satisfied by payment of high wages. Goat pelts find no demand, and chickens do not cover expenses. A reduction in fee for the lease is once again requested to assure a small future profit.

August 9, 1911 from Imperial Station, Saipan to the Imperial Government, Rabaul: Submits copy of communication to the Imperial District Administration, Yap concerning suspension of the old lease contract and the new contract for the lease of Tinian.
September 4, 1911 from the Governor to the Imperial Station, Saipan:
Consent to renewal of lease with Lotze if the case against him will be settled in his favor.

Draft of Contract
Between Imperial Station, Saipan, lessor, and the German national E. Lotze and the Chamorro J. de los Reyes, in Saipan, lessees:

1. The Imperial Station leases the hunt of all animals on the island of Tinian excepting the cattle, and copra production.

2. The lessees are also permitted to cultivate the land. The Imperial Station does not however assume responsibility for damage through wild herds.

3. The lessees are obliged to eliminate wild dogs. They will receive two cartridges for each pelt.

4. The lessees will pay Mk. 1,000.- per annum, to be paid half-yearly on January 31 and July 31.

5. Both parties may cancel the contract with 6 months' notice made either January 31 or July 31.

6. The contract with the lessees may be declared null and void if the above conditions are not fulfilled.
August 7, 1911 from the Imperial Station, Saipan: The lessees of the island of Tinian: 1) The German national E. Lotze, and 2) the Chamorro J. de los Reyes declare: Resulting from the conversation with the Imperial Governor Dr. Hahl, we beg to withdraw from the lease contract of the island of Tinian.

We request to cultivate the land of the island of Tinian according to the conditions laid down in the attached draft of contract, to become valid on August 1, 1911.

August 9, 1911 from the Imperial Station, Saipan to Imperial District Administration, Yap: Submitting requests by the lessees of Tinian for consent to enact the new contract.

In the old contract the lessees were given the right to kill 4 head of cattle per week, as well as the exploitation of the island. The lessees paid Mk. 2.000 per annum.

The new contract prohibits the shooting of cattle, which diminishes the income to the lessees, whereas the expenses of maintenance remain the same.

The lease fee of Mk. 1.000 is adequate, if not high compared to Mk. 2.000 paid previously.

The cultivation of land is providing food for the workers and their families, and also provides work during bad weather conditions. For instance, there
no transportation to Tinian at this time and the rains prohibit the preparation of dehydrated meat.

The Imperial District Administration previously paid .50 pf. per wild dog hide. The animals have to be shot, as poison and traps endanger the herds of pigs; therefore a premium of 2 cartridges is now paid for each pelt.

At this time copra produce is of one ton, and has to be transported to Saipan for resale.

Contract on the shooting of wild cattle on Tinian has been extended at the same conditions.

**CONTRACT**

August 4, 1911, Saipan.

Contract between the Imperial Station, Saipan, lessor, and Messrs. Lotze and J. de los Reyes, lessees, has been concluded as follows:

1. E. Lotze and J. de los Reyes receive permission to shoot wild cattle on Saipan.

2. Mk. 300/- per annum will be paid, in half-yearly periods, for the shooting of 24 head of cattle. Mk. 12.50 will be paid for each animal above this number, on July 31.
Duration of contract will be until July 31, 1912. If this contract is not cancelled by May 1 of each lease year, it is automatically extended for one more year.

September 18, 1911 from Imperial Station, Saipan to Imperial Government, Rabaul: Submits copy of report on the island of Tinian to Counselor Kersting.

September 18, 1911 from Imperial Station, Saipan to Counselor Kersting, Ponape: Response to communication of July 5, 1911: On September 1 Mr. Lotze was informed that the contract for the island of Tinian had been cancelled and that the station would administer the island until other arrangements could be made.

All except three of the laborers have been kept in service. They have been asked to kill as many dogs as possible, and were promised .25 pf. per pelt as compensation.

Copra and pigs will have to cover current expenses. The cultivation of tobacco and corn should be maintained by women and children. The boat, rented from Mr. Lotze for 30. Mk. per month, will service Saipan once a week. The exploitation of Tinian will not be leased for the time being in order to determine how many of the dogs can be killed and what produce can be expected from the island.
Mayor Juan de los Reyes is not suitable to undertake the work and cultivation on Tinian. His plantations on Saipan and Chalan (?) Canoa keep him in Saipan. Should Tinian be once again leased, it is advisable to grant the lease to the present herdsman, who has lived many years on Tinian. Otherwise the lease may be transferred to a new company.

File submitted: November 6, 1911 - December 1, 1911.

April 16, 1912 from the Secretary of State, Colonial Office, Berlin to the Governor in Rabaul: The Governor is requested to desist in the future to cancel contracts which diminish the income to the Treasury and the budget.

The consent of the office has to be obtained before making any changes.

Repeat: Duplication of draft of lease contract: pages 52-60 and 61-64.
Summarization: The merchant and planter Tejada, Saipan, requests to add 50 ha. of land to the 50 ha. which had been leased to him by the District Administrator Fritz. He wishes to buy the bush land in the north of the island, not bordering on the ocean, as he is not satisfied with a thirty-year lease.

Von Hevnitz is of the opinion that Tejada will not remain in Saipan and wishes to buy the land for resale.

Tejada has offered his real estate in Yap for sale: in Keng .42 ha. with two old houses on Yap harbor, as well as a wharf to the south of Yap in Tabinifi. He has asked Mk. 6.900 of the West Caroline Co. Should this sale not be negotiated successfully, it might be possible to exchange it with the land on Saipan. The price asked is high for 0.49 ha.

Cancelled.

October 2, 1912 from Juan Tejada to the Imperial Government, Rabaul:
Requests permission to acquire leased land of 50 ha. and a further 50 ha. Tejada promises to plant the land for 10 years as a safeguard for resale. The government may claim his land if he does not fulfill his obligation.
November 14, 1912 from the Governor, Rabaul, to the Imperial District Administration, Yap: The ruling that land in the island district, and especially on the Marianas, should only be leased and not sold, has been previously disregarded.

Requests report on the contract conditions: the price at which the land is to be sold, value of land in Keng and Tabinifi, conditions for lease of 50 ha. and 100 ha., and whether this land is the property of the Land Treasury.

December 6, 1912 from the Imperial District Administration, Yap, to the Governor, Rabaul: The real estate Keng is at this time not a requisite for the Treasury of the Protectorate. Real estate Tabinifi has been acquired from Tejada by Scott, and is thus not any longer available.
Summarization: File submitted to Dr. Kersting.

"Is a report on this transaction to be expected from Ponape?"
Saipan, September 30, 1912:

LEASE CONTRACT

between the Imperial District Administration, Counselor Kersting representing the Land Treasury of New Guinea, and the settler Hugo von Alpen in Saipan:

1. The Land Treasury of New Guinea is owner of two palm plantations on the east slope of Hagman of appr. 10 ha. area.

2. These palm plantations are leased to Mr. von Alpen for the duration of twelve years beginning October 1, 1912. He is obliged to care for the
palm trees, and is not permitted to drive footholds into the trees.

3. The lease fee consists of Mk. 15.- per annum, and is to be paid on April 1.

4. In case of transfer of the lease right to third parties, or in case of the death of the lessee, reference is to be made to the civil law regulations.

5. Public piers and roads are to be maintained.

6. The lessor does not guarantee that the area, entered into the contract, is correct.

7. The lessee has to fulfill regulations established in paragraph 2 within the first year, and to erect buildings needed for this purpose.

8. At termination of contract, the land treasury does not pay compensation for expenses relating to the real estate. The lessee may or must upon demand remove all buildings unless the Treasury wishes to take over the established constructions at a price which is to be determined by a commission, in case of dispute.
9. If the lessee does not fulfill conditions of the contract, the lessor may cancel the lease contract.

10. If the lessee absents himself for more than six months, he has to appoint a representative. Declarations of the administration, cancellations, etc. are valid as soon as they reach the representative. If a representative is not appointed, all written declarations become valid if published for one month on the board of the public administration.

The lessee pays the expenses of the contract.

Saipan, September 30, 1912.

CONTRACT OF ACQUISITION

between the Imperial District Administrator, Counselor Kersting, representing the Land Treasury of New Guinea, and Mr. Hugo von Alpen, settler, in Saipan.

1. The Land Treasury of New Guinea sells real estate in the district of Lau-Lau on Saipan of 30 ha. to Mr. Hugo von Alpen. The boundaries are established and entered into the attached survey map. The charge is Mk. 10.- per ha., to be paid immediately.

2. The buyer has the option to buy adjacent land of 70 ha. Conditions are to be the same as established in this contract. The option is open for two years, as of dat of this contract.
3.

Transfer of property rights established by this contract needs consent of the Land Treasury of New Guinea, which also claims option rights of acquisition. Upon death of the owner, inheritance rights are ruled by the Civil Law.

4.

The buyer submits to General Conditions for Sale of Government Land in the Protectorate of New Guinea, of April 24, 1912.

April 16, 1913, Rabaul: File submitted.
Summarization: Attached is Mr. Weller's application for land acquisition. Mr. Weller declares that he wishes to acquire the land to assure the future for his four illegitimate half-blood children. Mr. Weller came to Saipan in 1901 as representative of Davenport & Co. in Ponape. Since 1905, he has been a partner to the lease of the Northern Marianas.

January 2, 1913 from the Governor, Rabaul, to the Station, Saipan: The basic decision on land acquisition or lease rights in the Marianas is still pending. The merchant Weller cannot acquire land: see decision on land affairs of von Alpen.

Consent is given to lease the 50 ha. to the applicant. The lease contract is to be submitted. Furthermore information is requested concerning land applied for by Weller.

September 30, 1912 from Mr. Weller, Saipan to the Imperial Station, Saipan: The undersigned applies to acquire 50 ha. of bushland in the district of Matuis to establish a plantation.

Signed: Fr. Weller

April 16, 1913, Rabaul: File submitted.
Subject: Land property of Europeans

Islands: Marianas

Summarization: Land property owned by Europeans in the Marianas:

1. The Catholic Mission: one housing lot in Garapan; appr. 10 ha. plantation in Tanapag; and appr. 2 ha. plantation with housing lot in Rota.

2. von Alpen: 30 ha. plantation.

3. Mr. Weller and Lotze: each one housing lot.

Furthermore the Governor has granted 50 ha. for purpose of plantation to the Catholic Mission in Rota as of May 25, 1911, and 25 ha. as of June 28, 1911. Mr. von Alpen has the option to buy 70 ha. for two years, as per contract of September 30, 1912. Land lease only has been transferred to Mr. Tejada as per attached lease contract.

There is only a limited amount of plantation land available in Saipan. The best land for coco plantation is in the hands of the natives. The remaining land should be reserved for Chamorros immigrating from Guam. Plantations of 100 - 500 ha. are no longer available to Europeans. Plantations under 100 ha. might provide subsistence level income: Europeans' way of life descends to the native level under these circumstances. If it would be possible to settle this land with immigrants, 100 ha. could keep 20 - 30 families, paying more taxes and using more produce. Their
children could be educated to provide skilled workers for the Protectorate.

Mr. Tejada seems to be short of capital, and Mr. Weller would wish to buy his land for his children, who are natives. The acquisition could then be registered in the children's name.

Payment of Mk. 10.- for 1 ha. is set too low; this same land fetches Mk. 300.- and 400.- once planted by the natives. The duration of a lease should be of 50 years. During the first 10 years, the land should be leased free of charge, provided that the total leased land be cultivated during this time. After this period the lease fee should be set according to production: appr. 20 - 30 mk. per ha.

Tejada's exchange of real estate in Yap for 100 ha. in Saipan is made impossible because of the high price.

It is requested that no land be sold to Europeans on Saipan, but limited to 50 year leases.

Furthermore, it is requested that immigration from Guam be made easier to encourage Chamorros, scattered in all the island districts, to live on Saipan and Rota.
Subject: Lease contract: Tejada (See Document 3, pp. 11-13)
Island: Saipan

Summarization: A contract has been signed between the Imperial District Administration, Saipan, and Mr. Juan Tejada:

1. The Imperial District Administration leases for the duration of 99 years a piece of real estate in the district of Matuich of appr. 50 ha. for the purpose of plantation, especially Manila hemp.

2. Mr. Tejada is obliged to bring into cultivation 5 ha. per annum as long as natural disasters do not interrupt the work.

3. The yearly lease fee: Mk. 5.- per ha. with the provision that the first two years will be free of charge; 3rd and 4th year at Mk. 100.-; 5th and 6th year at Mk. 150; 7th and 8th year at 200 Mk, and beginning with the 9th year, Mk. 250.- per annum for the 50 ha.

Should the survey of the land prove it to be either larger or smaller, the lease fee would be adjusted accordingly as of the 9th year.

4. A new ruling will adjust the lease fee every 25 years, with the proviso that the fee will never more than double the fee of the previous period.
5. If, during the duration of this contract, a real estate tax would be established, the amount of the tax would be deducted from the lease fee.

6. Conditions of the lease contract will permit transfer to a third party. However, the Imperial District Administration reserves the right to assume take-over of the plantation with all its accessories; compensation to be decided by the Court of Arbitration.

7. If no agreement can be reached between the Administration and the Lessee, the case is to be submitted to the Foreign Office, Colonial Division.

8. If payment for the lease will be in arrears for more than two years, or permanently, the Imperial District Administration may give notice to leave within two years.

9. After expiration of the contract, the ranch, buildings, and cultivation will revert to the State without compensation to the lessee.
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From: Imperial Administration, Yap (?)  
To: Imperial Station, Saipan  
Date: October 11, 1912  
Subject: Land acquisition: Scott, Tejada, Weller

Islands: Yap - Saipan

**Summarization:** Mr. Scott has accepted the offer of Mr. Tejada concerning the real estate Tabinifi (Golag).

Mr. Scott will inform Mr. Tejada concerning the real estate Ken at the latest in February, after consultation with Mr. Jansen and Mr. Mueller. Mr. Tejada's demand of Mk. 6,900.-- for Tabinifi is now to be cancelled. Mr. Tejada's application to acquire the land he now leases, and to which he wants to add a further 50 ha., has been forwarded to Rabaul.

Concerning Mr. Weller's application, the Imperial Station has been requested to write to the government, with the information that Mr. Weller intends to give (the land?) to his mixed-blood children. Mr. Weller should also be informed of the conditions and regulations concerning succession rights of natives in Saipan.
From: Governor, Rabaul
To: Imperial Station, Saipan
Date: May 20, 1913
Subject: Land transfer: Tejada, Weller, von Alpen
Islands: Protectorate

Summarization:
I. Concerning communications of February 20, 1913—Land transfer to Tejada: October 20, 1912—Land transfer to Weller: and January 2, 1913—Land lease, von Alpen:

1. Grants of land on Saipan to Europeans will have to follow the same procedures as those in the old Protectorate districts: i.e. property rights should be granted. But each contract will have to include the condition that rights to land and its usage is controlled by the Governor.

No land may be granted to Japanese, as this is contradicted by lack of reciprocity.

2. The existing plantation land on Saipan should remain reserved for the natives, once the present applicants have been satisfied.

Future European applicants are to be informed of these conditions.

3. Land for trade, residences in principalities, will only be available for lease, as specified on June 3, 1912. Once again it is mentioned that the ruling of April 24, 1912 has to be applied.

4. Land transfer to Missions is not affected by this ruling.
5. It is agreed that Tejada may acquire 50 ha. in addition to the presently leased land of 50 ha. It is however requested that the contract be finalized only after arrival of Counselor Kersting. This applies also to Weller, who may acquire 50 ha. as property, with the provision that after his death not his natural children but his relatives in his country may inherit. In order to secure the rights of the children it is advisable to follow Dr. Kersting’s suggestion. Final decision remains with Counselor Kersting.

II. a Copy to District Administration, Yap: Information of December 6, 1912 rules out the exchange of land with Tejada.

b. Counselor Kersting, Angaur.

III. Copy of I to Rotkammer.
Imperial District Administration, Messenieng, Ponape

To: Imperial Governor of New Guinea, Rabaul

Date: December 24, 1912 (Rabaul, January 7, 1913)

Subject: Exchange of real estate: Catholic Mission Island: Rota

Summarization: Father Prefect Paulus of the Capuchin Mission applied to exchange a small piece of land of appr. .2 ha. for a piece of land which would be more suitable to the neighbor. It is requested to inform the administrator of the station, and to favor the Father Prefect's request.

121 January 16, 1913, Rabaul, to the District Administration in Ponape:
Agreement is given for the exchange of real estate, provided that it meets the consent of the natives.

122 September 16, 1913: File submitted.

123 November 15, 1913: File submitted.

124 December 6, 1913: File submitted: Reminder sent to District Administration, Ponape to expedite the Capuchin Mission's land exchange.
Summarization: Mr. Scott agreed to the transfer of Tabinifi from Tejada. Keng is priced so high that an exchange cannot be considered.

The station Administrator, von Heynitz, has reported on land property in Saipan.
Summarization: Submits information on land acquisition by Mr. Tejada.

January 15, 1914 from Ponape to the Imperial Government, Rabaul: Agrees that Tejada buy 50 ha. land, and be given the land he leased. The lease contract of October 8, 1906 grants Tejada a 99-year lease, which is not compatible with German law. The lease should therefore be changed according to German regulations.

Contract of November 11, 1913 should be submitted even if it does not include the agreement clause.

November 11, 1913 from Imperial Station, Saipan to Imperial Government, Rabaul: Counselor Kersting ordered July 1913 that 50 ha. of land be sold to Mr. Tejada, and that the 50 ha. of lease-land should remain confirmed. Mr. Weller may buy 30 ha., and his children should receive 20 ha.

Mr. Tejada has chosen the land adjacent to the 50 ha. of lease-land. The contract of acquisition is attached for confirmation, and the land has been paid for.
Contract with Mr. Weller has not been concluded, as boundaries of Tejada's land had to be determined. Mr. Weller is traveling to Japan.

November 11, 1913

CONTRACT OF ACQUISITION

between the Imperial Station Administrator, representing the Land Treasury of New Guinea, and Mr. Juan Tejada, settler in Saipan.

1.

50 ha. in the District of Matuis for the price of Mk. 10.- to be paid immediately.

2.

The contract for rights of ownership to be confirmed by the Land Treasury of New Guinea, which also retains the option rights for the property. Inheritance after death by the owner is regulated by the rulings of the Civil Law.

3.

The buyer submits himself to the General Regulations for sale of government land in the Protectorate of New Guinea, of April 24, 1912.

4.

Jurisdiction of the land, rights, and production can be determined only with the consent of the Imperial Governor.

March 12, 1914 from the Governor, Rabaul (?) to the Station Administrator, Saipan: The contract of acquisition of November 11, 1913 is not acceptable in its present form, and a new contract is to be submitted, following given guidelines. The contract also has to be notarized at court.
Even if the contract of 99 years with Tejada is valid, the civil law established a term of only 30 years.
Draft of a sample contract of acquisition

Rabaul ________________

Present: Appear: 1. ____________________
as representative of the Imperial Governor of German New
Guinea, authority ____________________.
2. ____________________.

Those present are known to the judge. They present the
attached contract of acquisition, attached property documents,
maps, and survey to conclude the following contract:

1. According to the transfer of contract of acquisition and transfer of
property document, the Land Treasury is the owner of the real estate,
designated as ________________ which as per survey records is
of ____ ha. _______sq. m. Those present recognize the survey as correct.
The land treasury sells this real estate to ________ under the following
conditions.

2. The price of acquisition is of _________ Mk.

3. The buyer has no right to compensation should the area be smaller than
the original survey.

4. Third-party rights to the sold land are honored, however not guaranteed
by the Land Treasury for rights of third-party claims.
5. A start of land cultivation will have to be undertaken within one year by the buyer; otherwise the land grant will revert back to the Land Treasury.

One-fifth of the land will have to be arable within the first five years, and three-quarters within the first fifteen years.

Permanent buildings will be valued at 10 times the value of the area. The buyer will have to bring evidence that he has followed designated obligations, or the area, which has not been cultivated, will revert back to the Land Treasury without payment of compensation.

6. Access to public land, transportation, cable stations, etc. has to be made available. Compensation will be paid if such land has been cultivated or built upon.

7. Water conducts may be established on the real estate. Boundaries have to be permanently established.

8. Right of way, present and future, must be recognized, and use of beaches will be made available to natives.

9. The buyer assumes responsibility for the real estate in case of sale, until the third buyer assumes these same responsibilities vis a vis the Land Treasury.
The vendor agrees that the sold real estate be entered into the land register as the buyer requested.

11. The buyer agrees to a preamble in the land register according to the Civil Law, as a security to his claims. This entry is requested by the buyer.

12. The buyer is obliged to appoint a representative in case of absence from the Protectorate; otherwise documents will be publicly displayed one month, and then assumed valid.

13. The buyer will bear the costs for the contract, and also pay for contract with natives or acquisition of ownerless land, make available labor to establish boundaries and surveys even if these were established before transfer of real estate, and entry into the land register. These costs are to be paid immediately.

The above record has been read to those present, and signed as follows:
Summarization: Submits contract of acquisition and application for acquisition of the merchant Tejada. The attached map denotes 115,445 ha.

It comprises a piece of land, not included into the lease contract, of October 8, 1906. Counselor Kersting agreed to grant rockland within this land, which therefore exceeds 100 ha. He requests now to buy the land in question.

The station recommends the request.

Memo, from the Governor(?): Agrees to conditions established between Treasury and Tejada, considering Tejada's position on Saipan and the possibility of resale. The Treasury will have to establish its rights as soon as the land register is established in Saipan. Disagrees with the decision to sell a further 50 ha. to Tejada.

August, 1914 from the Governor(?): Confirms report of June 25, 1914. Cannot agree to transfer for acquisition the 50 ha. which had been leased to Tejada.
June 25, 1914 from Juan Tejada, Saipan to Imperial Station, Saipan:
Confirms letter of June 24, 1914 from the Imperial Station informing on legal situation of lease contract. Requests to acquire 50 ha. of land which had previously been leased for the duration of 30 years.

Survey maps.

June 12, 1914, Saipan: (Rabaul, July 22, 1914)
Present: Imperial Station Administrator, Acting Judge by reason of the ordinance of the Imperial Chancelor of December 25, 1900, May 8, 1908 concerning jurisdiction in the Protectorate of Africa and the South Seas.

Appear:
1. Medical Officer Dr. Salecker, representing the Imperial Government of German New Guinea by authority of the Imperial Governor.
2. The merchant J. B. Tejada, Saipan.

Both known to the judge. To conclude the following contract:

1. The Land Treasury is owner of the land designated in attached survey map in the District of Matuis on Saipan of an area of 50 ha. The Land Treasury sells this land under the following conditions.

2. The price of acquisition is of Mk. 500.0.

(Continues as sample contract of acquisition: see Vol. XXI, Document 18, pp. 132-5)
Summarization: Weller will receive 20 ha. for his children according to regulations for natives; he will acquire 30 ha. Contracts will be submitted.

Tejada will acquire 50 ha. Von Alpen will acquire 20 ha. as promised.

Cancelled.

March 4, 1914 (Rabaul March 28, 1914) from Imperial Station, Saipan, to Counselor Kersting, Ponape: Submits report on land acquisition by Weller with the request to forward same to the Imperial Government.

March 4, 1914 from Imperial Station, Saipan to Imperial Government, Rabaul: Submits contract of acquisition for 30 ha. with merchant Weller for approval. The natural children of Weller have each received 10 ha., i.e. a total of 20 ha., as ordered by Counselor Kersting.

April 16, 1914 from the Governor, Rabaul to Station Administrator, Saipan, Acting Judge: The new legal contract is to be used to conclude contract with Weller. Medical Officer Dr. Salecker is to represent the Land Treasury. Agrees with the allocation of 20 ha. to Weller's natural children.
June 17, 1914 (Rabaul, July 22, 1914) from Imperial Station, Saipan to the Imperial Government, Rabaul: Submits contract of acquisition.

Appear before Imperial Station Administrator, Acting Judge:

1. Medical Officer Dr. Salecker, representing the Imperial Governor of German New Guinea, with authority of the Imperial Governor.


Both known to the judge; to conclude the following contract:

1. The Land Treasury is owner of the land in the district of Matuis on Saipan of an area of 50 ha. and designated on attached survey map. The Land Treasury sells this land under the following conditions.

   2. The price of acquisition is of Mk. 300.-

   (Continues as sample contract of acquisition: see Vol. XXI, Document 18, pages 132-135).

Sequence of pages: 151 - 164 - 152 etc.

Pages 151 - 164: cancelled.