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Land Matters, Marshall Islands

1908 - 1914

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Department of Resources and Development
Trust Territory Government
Saipan, Mariana Islands 96950
CRS G2
ITEM W33

[LANDANGELEGENHEITEN MARSHALL-INSELN]

1908 - 1914

(LAND MATTERS, MARSHALL ISLANDS)

(ALL FOLIOS)

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LAND MATTERS, MARSHALL ISLANDS

1908 - 1914
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</table>
Imperial District Administration, Jaluit

Imperial Governor, Herbertshoeh

September 19, 1908 (Herbertshoeh, October 28, 1908)

Lease: Burns, Philp & Co.

Subject: Lease: Burns, Philp & Co.

Islands: Eben - Namerik - Arne - Majuro

Summarization: Supercargo Burns, Philp & Co. intends to lease land for establishment on:

1. Eben: 2 lots  a: appr. 930.25 sq. m.
   b: appr. 2961 sq. m.

2. Namerik: 1 lot appr. 745.5 sq. m.

3. Arne: 1 lot appr. 8442 sq. m.

4. Majuro: 2 lots  a: appr. 5040 sq. m.
   b: appr. 12000 sq. m.

Duration of lease to extend 10 years with option to renew. The owner asks Mk. 100.- per annum for the lease.

Lease was approved, if no objection will be raised after an on-the-spot inspection. Lease contract will be transacted between natives and the Land Treasury, and the land then leased to Burns, Philp & Co. A lease fee will have to be paid also to the Treasury: Mk. 20.- per annum per real estate, and trade tax of Mk. 6000.- Transfer of rights is dependent upon approval by the District Administration.

Establishment of the station will become valid on April 1, 1909.
As real estate on Jaluit is not available, it will not be possible to establish headquarters in Jaluit. Price competition between the Jaluit Co. and Burns, Philp & Co. would not take place, as the two firms would soon agree on price fixing.

October 28, 1908 from the Governor, Herbertshoehe to District Administrator, Jaluit: Advising dispatch of guidelines concerning land transfer in the Protectorate, to be followed by any of the trading establishments. If not possible because of special considerations in the Marshall Islands, agreement is granted to the Jaluit Administration's proposals.

January 16, 1909 from the Secretary of State, Colonial Office, Berlin to the Governor, Herbertshoehe: As per information by the District Administration, Jaluit, Burns, Philp & Co. will not establish headquarters in Jaluit itself but on one of the other islands. Request to inform in what way custom controls will be handled.

January 16, 1909 from Imperial Station, Nauru to the Imperial District Administrator, Jaluit: Land documents attached with the request to approve contracts.

March 13, 1909 from Imperial District Administrator to the Imperial Governor, Herbertshoehe: Confirms and submits guidelines for land transfer.

April 8, 1909 from the Imperial Governor, Herbertshoehe to the Imperial Station, Nauru: Returns land document "Orro." The lease contract is
to be concluded according to the conditions and guidelines for land transfer:

a. Lease contract with natives:
A 92-year lease is inappropriate as all lease contracts are to be cancelled after 30 years according to the law.
As the Treasury is only leasing the land, the lease contract cannot be entered into the land registry.

b. The lease contract with the Jaluit Co. is to be concluded in the following way:

1. The Land Treasury presents documents stipulating the rights and obligations of the Jaluit Co., Hamburg. The real estate is for the construction of a dwelling. Transfer of the lease agreement can only be transacted according to Civil Law.

2. The lease fee is to be paid in one payment of _________ to the Land Treasury. Compensation for elimination of fruit and nut-trees is to be established by the Imperial Station.

3. A tax of Mk. 10.- is to be paid yearly over and above the lease fee.

4. The Treasury will not pay compensation at the end of the lease. The lessee may remove installations.
No guarantee is given by the Land Treasury for the area designated. The Jaluit Co. carries the cost of the contract.

Copy to the Imperial District Administration, Jaluit.

December 17, 1909 from Imperial District Administration, Jaluit to the Imperial Governor, Herbertshohe: For the time being, Burns, Philp & Co. will not establish a trading station. Custom controls would be established in Jaluit.

July 19, 1909 from the Imperial Governor, Herbertshohe to the Secretary of State, Imperial Colonial Office, Berlin: According to attached copy of the Imperial District Administration, Jaluit, Burns, Philp & Co. has decided to change its plans.
Vol.: XXII
From: Imperial Station, Nauru
To: Imperial Governor, Herbertshoehe
Date: May 14, 1909 (Herbertshoehe, July 9, 1909)
Subject: Contract: Jaluit Co. - Burns, Philp & Co. - Mission of Sacred Heart
Island: Jaluit (?)

Summarization: Merchant Menke, representative of the Jaluit Co., declared that his company would not have leased the land, if it had been acquainted with the new guidelines. He refused to sign a new lease-contract as he will not pay the yearly tax.

The new guidelines were not known at conclusion of the contract on December 9, 1908, which arrived here March 22, 1909.

With reference to the above, it is requested to waive payment of the yearly tax.

Construction of the residence is in progress.

July 24, 1909 from the Governor, Herbertshoehe, to the Imperial Station, Nauru: In answer of communication of May 14, 1909: Agree to the land lease contract. Land documents Orro attached.

January 26, 1910 from Berlin to Governor Herbertshoehe: Coded telegram.

18-22 Coded telegram: see page 14.

February 6, 1910 from the Governor, Rabaul, to Imperial District Administration, Jaluit: Telegram decoded: consents to lease contracts Arno----.
The telegram has been garbled in transit.

February 17, 1910, Rabaul: "Telegram 1049 - copy of 749: destroyed."

January 24, 1910 from the Secretary of State, Colonial Office, Berlin to the Governor, Herbertshoehe: Attached letter from the Jaluit Co. of January 14, and response to letter. It is requested that Burns, Philp & Co. be informed that application for a second trade center and custom shed on Arno cannot be considered, with the explanation that the distance between the island and Jaluit is 160 miles. The administration does not always have a ship available, and the control of customs would be rendered difficult. Nauru and Jaluit are the only harbors to handle foreign shipping traffic.

According to the Jaluit Co. the Catholic Mission on Jaluit is prepared to transfer necessary land to Burns, Philp & Co. If at all possible the land should be made available by lease arrangement only.

January 14, 1910 from the Jaluit Co., Hamburg to the Secretary of State, Imperial Colonial Office, Berlin: Concerns the future formation of trading establishment of Burns, Philp & Co. in the Marshall Islands. The Company, with its steamer INDUNA works exclusively the Marshall Islands, and provides connection with its steamer MUNIARA to Australia via Sydney, the Gilbert Islands, and return to Jaluit. As the connection is not always possible, the company intends to establish at least a merchandise and copra shed in the Marshalls, which is welcomed by the District
Administration for better custom control of the company.

Burns, Philp & Co. have contracted lease of real estate with chiefs.

The Imperial District Administration has delayed consent of these contracts, as it would be preferable that the Company erect its custom sheds on Jaluit. We agree fully with this stand as the special customs station on Arno would have to be visited by a customs officer, accompanying the MUNIARA to and from Jaluit. Furthermore, it is not desirable that a second trade and traffic center under Australian leadership be developed, as this would diminish German trade in the Protectorate.

Burns, Philp & Co. should be induced to establish their customs shed on Jaluit. The Mission of the Sacred Heart of Christ is agreeable to the lease of real estate on Jabwor, which would not otherwise be available. The real estate was purchased by the Jaluit Co. and leased under certain provision to the Mission, which will charge a suitable rent for the lease. The Imperial District Administration preferred a lease to acquisition.

Telegraphic information to Sydney is requested before January 27, when the GERMANIA will sail from Sydney: to delay consent for lease-contract of Arno to Burns, Philp & Co. until further information is available. If consent has already been granted, the customs shed of this company should be established in Jaluit. It may be that Burns, Philp & Co. will desist in the establishment of a trade center in Arno. If however Burns, Philp & Co.
decides to put only a customs shed and not a trade center on Jaluit, the amount of tax might be reduced to Mk. 2,000.- instead of Mk. 6,000.- as it would no longer qualify as a local trading company.

January 24, 1910 from the Secretary of State, Colonial Office, Berlin to the Jaluit Co., Hamburg: A telegram was sent to Herbertshoehe to delay lease-contract on Arno until more information is available. If however consent was granted, Burns, Philp & Co.'s customs shed should be erected in Jaluit. A final position will be held until the requested information arrives. The charge for the telegram is Mk. 48.80, to be remitted to the account of the Colonial Office.

March 19, 1910

I. From the Governor, Rabaul to the Imperial District Administration, Jaluit: Concerning the lease of Burns, Philp & Co.: it will be difficult to withhold approval if the company wishes to lease land for a trading station. However, the customs shed would have to be erected in Jaluit, as an additional foreign trade harbor may not be established.

II. from the Governor to the Secretary of State, Colonial Office, Berlin: Advise against refusal to grant land lease to Burns, Philp & Co. It is important to maintain trade interests with Australia; otherwise new conflicts may develop. In any case, it would be well to seek the advice of the Consul General in Sydney.
May 13, 1910 from Imperial District Administration, Jaluit to the Imperial Government, Rabaul: Concerns land transaction, Burns, Philp & Co.: The company has decided against the establishment of a trading station. Mr. Heyes has withdrawn the lease application, and has asked to lease real estate on the Island of Dudu in the Arno atoll, to build a shed and cistern. This application has been repeated March 7, 1910, per attached copy. The lease contract has not yet been concluded, as shipping to Arno is not yet available. Real estate Roerigen of the Catholic Mission has been secured by Burns, Philp & Co. when the Jaluit Co. relinquished its option for this land. A shed and cistern will be erected on Roerigen. In conversation with Father Filbry of the Mission, it was emphasized that this real estate would only be leased. Father Filbry believes that this would not be considered satisfactory to Burns, Philp & Co.

As it is not desirable that the Australian company buy land in the Marshalls, it may however make it possible to exercise customs control. Should the firm still insist to lease the land on Dudu in spite of their land on Jaluit, they will be informed that a customs shed on Arno will not be granted.

September 30, 1909 from the Attorney of Burns, Philp & Co., Heyes, to the Imperial District Administration, Jaluit: Certified copy: The company intends to make certain changes in its affairs in the Marshalls,
caused by delays of custom clearance. Steamer INDUNA will remain within the Marshall group. The steamer MUNIARA will serve the Gilbert Islands and Jaluit every three months, to leave off coal and merchandise and to load copra. Custom clearance of merchandise will take place on arrival. The steamer will need water, and it is therefore requested that permission be granted to erect a cistern and area shed on the island of Dudu in the Arno Atoll. Application was made some time ago to lease land for the construction of the cistern.

If the request is granted the company will undertake construction by a European workman, for whose presence the company will be responsible. The cistern will serve no other purpose than to collect water for the steamer.

It has been decided to cancel application for lease of the several real estates, with the exception of the real estate on the island of Dudu.

March 7, 1910, Jaluit: The supercargo of the steamer INDUNA, A. Hayes, appears and declares: Burns, Philp & Co. declines for the time being to lease the real estate in the Marshall Islands, with exception of the Island Dudu in the Arno Atoll, where it proposes to erect a shed and cistern to collect water, not to construct a station.

It is requested that the matter be concluded as soon as possible with Chiefs Lailan and Rele. Burns, Philp & Co. will pay Mk. 200.- for the lease, as well as tax to be determined by the government.
September 24, 1910 from Imperial District Administration, Jaluit to Imperial Governor, Rabaul: Attached copy of lease contract between the Treasury and Chief Lailan in Arno, and a lease contract between Burns, Philp & Co., with a request of approval. Representative of the company declares that the firm does not intend to establish a trade station, but that it is important to secure a piece of land on Arno. Mr. Hayes was told that even if a trading station were established in Arno, all import and export merchandise would have to be cleared through Jaluit, to which Mr. Hayes agreed.

Burns, Philp & Co. has asked the Mission of the Sacred Heart to make a firm demand for the sale of the real estate Roerigen, which the firm would have to submit to its counselor. The Mission will once again suggest a lease, with little expectation that this is acceptable to Burns, Philp & Co.

November 10, 1910 from the Governor, (?,), Rabaul, to the Imperial District Administration, Jaluit: Agreement to the lease-contracts between:
2. between the Government and Burns, Philp & Co. in Sydney, of September 25, 1910, for a real estate on the island of Dudu in the Arno Atoll.

It is recommended that in the future the expression "Government of German New Guinea" replace "Treasury of the Island District."

As Burns, Philp & Co. has agreed that all custom clearance for import and export will take place in Jaluit, it is recommended that the District
Administration enforce this regulation.

August 23, 1910 from Arno: Certified copy: The following contract is concluded between the Irodj Lailan of Arno, and the representative of the Treasury of the Island District of the Carolines, Marianas, and Marshall Islands.


2. The boundaries of the one ha. real estate: North-west, North-east, and South-west: the Ocean. To the South-east: a palm tree and a post, in a direct line.

3. No guarantee is given for the area measurement.

4. The sub-lessee will have to pay Mk. 200.- in lease fee.

5. Cost of the contract is to be born by the Treasury.

Certified: Jaluit, September 24, 1910.
September 23, 1910, Jaluit: Certified copy: Appeared before the representative of the Imperial District Judge:


2. the supercargo Arthur Hayes, representing Burns, Philp & Co., Sydney, authorized June 18, 1908, concluding the following contract.

   1.
   The Land Treasury leases real estate owned by Chief Lailan on the Island of Dudu in Arno Atoll to Burns, Philp & Co. for the duration of 10 years.

   2.
   The one ha. real estate has boundaries: North-west, North-east, and South-west: the ocean; South-east, a direct line between a palm tree and a post.

   3.
   Burns, Philp & Co. are obliged to construct on the real estate only a trading station. The Treasury will not compensate for expenses incurred at termination of the lease. The lessee may remove installations.

   4.
   The Land Treasury does not guarantee the given area measurement.

   5.
   The sub-lessee will have to pay a yearly lease fee of Mk. 200.-, as well as a tax of Mk. 20.- to the Imperial District Administration, Jaluit.
6. Third-party lease rights are to be regulated by conditions established by Civil Law.

7. Cost of the contract is to be borne by Burns, Philp & Co.

Read in English to Mr. Hayes. Certified: Jaluit, September 24, 1910.

November 22, 1910 from Imperial District Administration, Jaluit to Imperial Governor, Rabaul: Contract of acquisition was concluded November 18, 1910 for the real estate Roerigen (American Town) between the Catholic Mission of the Sacred Heart, and the representative of Burns, Philp & Co. The price of acquisition was L. 650 = Mk. 13.000.–

Duplication: Pages 14 & 16

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Pages 24 - 25
From: Imperial District Administration, Jaluit
To: Imperial Governor, Rabaul
Date: January 6, 1911 (Rabaul, February 20, 1911)
Subject: Contract of acquisition: from Burak Lailan
Islands: Eli - Eniburo


January 6, 1911, Jaluit: Certified copy: Appeared before the representative of the Imperial District Judge:
2. Irodj Leit.

Concluding the following contract of acquisition.

1. Burak Lailan sells the islands Eli and Eniburo on the East side of the Jaluit lagoon to the Land Treasury of the Island District. The area of Eli: 2 ha.; and of Eniburo: 5.2 ha. The Land Treasury buys the two islands in their present condition.

2. The price of acquisition: Mk. 200.- to be paid immediately.

3. All obligations are assumed by the buyer, as of this day.
4.

Irodj Leit declares expressly his consent to the acquisition of the two islands.

5.

Cost of contract is assumed by the Land Treasury.

Read in the Marshallese language by policeman Ruben.

Certified: Jaluit, January 9, 1911.
Attached copy of negotiations of August 6, 1910 in Nauru concerning lease of native land, as well as lease contract between the representative of the Mission and the Land Treasury. Consent is requested.

May 11, 1911 from the Governor, Ponape to the Imperial Station, Jaluit: The 96-year duration of the lease is against regulations. Legality of lease contracts of August 6, 1911, and January 2, 1911, is in doubt. The lessee is to be informed of this observation, that no objection is raised on behalf of the Land Treasury.

February 1, 1911 from Imperial District Administration, Jaluit to the Imperial Governor, Rabaul: Attached land matter "Ebuen epe pp." of the Catholic Mission in Nauru. The lease contract has not yet been approved by the Imperial Government. The contract of September 20, 1907 does not agree with the regulations on land lease. Decision is requested whether the contract is approved, or a new contract has to be negotiated.

Station Nauru has been instructed that entry into the register of the Protectorate Treasury's leased real estate is not legal. Survey fees should be born by the Treasury.
March 6, 1911 from the Governor, Rabaul, to the Imperial District Administration, Jaluit: Answer to message of February 1: Legality of lease contracts of June 11, 1907 and September 20, 1907, is in question.

A 99-year lease does not meet existing regulations. As the lease is several years old, and no objection was raised by the participants, it might as well stand.

No objection is raised to paragraph 3.
From: Imperial Station, Nauru
To: Imperial Government, Rabaul
Date: May 7, 1912 (Rabaul, May 25, 1912)
Subject: Land lease: Pacific Phosphate Co.
Island: Nauru

Summarization: The Pacific Phosphate Co. is building two new drying lofts opposite the landing pier, with connecting railroad tracks. The natives agree to lease land: compensation for loss of fruit trees has been paid.

Lease fee for the total land: Mk. 800.-

The Company has not paid tax to the Treasury for previous contract agreements. Request to establish amount of tax per ha., and that this amount is to be paid in one sum, or per annum payments.

Lease contracts with natives and with the Pacific Phosphate Co. would have to be of 88 years, according to the Phosphate concession of November 21, 1905.

Maps.

June 14, 1912 from the Governor, Rabaul to Nauru Station (?): Concerns message of May 7, 1912: Consent is given for the double contracts for a duration of 88 years, with the proviso that each of the parties of the contract has the right to cancel the agreement after 30 years.
Agreement for yearly payments should be reached. As to the amount: land transfer regulations should be followed. One third of the lease rent is to be paid to the Treasury, two-thirds to the natives. The station is authorized to conclude the contract according to regulations of Land Transfer of April 24, 1912; to be approved by the Governor.

June 6, 1912 from Secretary, Rabaul: Memo: As to the lease contracts between the Pacific Phosphate Co. and the natives, it is suggested that:
1. Land needed by the Pacific Phosphate Co. be bought from the natives by the station.
2. The Pacific Phosphate Co. lease this land for a yearly-lease rent of Mk. 10 for the duration of the contract.
3. The Phosphate Co. pay the natives for loss of fruit trees, price to be determined by the station.

June 17, 1912 from the Governor, Rabaul, to Nauru Station: According to regulations for land transfer of April 24, 1912: The station is to buy the land for the Treasury; the Company is to pay the natives for the acquisition, and a lease contract is to be concluded with the company with the agreement of the Governor.

The real estate may be leased to the Company for the duration of the concession. According to regulations, both parties have the right to cancel the contract after 30 years.

Lease rent is to be paid yearly for the area of 1 ha. 35 ar. 70 sq. m. for the duration of the lease contract.
August 3, 1912 from Imperial Station, Nauru to the Imperial Government, Rabaul: Attached copy of article 36 of the land register for the Marshall Islands and Nauru, and copy of contract of acquisition of July 29, 1912 with natives.

Certified copy: Negotiated July 29, 1912, Nauru, between:

1. Police officer Peters, representing the Land Treasury.
2. Natives of Nauru, owners of the following 12 real estates:

<table>
<thead>
<tr>
<th>Owner</th>
<th>Real Estate</th>
<th>Owner</th>
<th>Real Estate</th>
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</thead>
<tbody>
<tr>
<td>Eidabene</td>
<td>Tbige</td>
<td>Eikouta</td>
<td>Atagaben</td>
</tr>
<tr>
<td>Eamadang</td>
<td>Aiwu</td>
<td>Deigidoa</td>
<td>Anaerive</td>
</tr>
<tr>
<td>Deigidoa</td>
<td>Eatarauro</td>
<td>Einana</td>
<td>Atagaben</td>
</tr>
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<td>Eidamaino</td>
<td>Anaerwe</td>
<td>Eimaesen</td>
<td>Atagaben</td>
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<tr>
<td>Eidadia &amp; Eimote</td>
<td>Anaerive</td>
<td>Deigidoa</td>
<td>Atagaben</td>
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<td>Eiraetet</td>
<td>Anaerive</td>
<td>Eidoua</td>
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The real estates are in the District of Aiwu, and border in the West on leased land of the Pacific Phosphate Co. Situation and area are determined on the attached map.

2.

The natives sell the land to the Land Treasury of the Protectorate of New Guinea.

3.

Price of acquisition is Mk. 100.- for each lot of land.
4.

The natives sign receipt of payment, and declare to have received compensation for loss of fruit trees.

5.

Cost of contract is carried by the buyer.

Interpreted in native language. Certified: Nauru, August 6, 1912.

Maps.

Certified copy: Land Register of the Marshall Islands and Nauru:

Article 36

Owner: Land Treasury of New Guinea

#1 Nauru Real estate in the District of Aiwu composed of several small real estates:

<table>
<thead>
<tr>
<th>Area, sq. m.</th>
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<tr>
<td>Ibige</td>
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<td>Aiwu</td>
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<td>Eataarauro</td>
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<tr>
<td>Anarive</td>
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<tr>
<td>Atagaben</td>
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</tbody>
</table>
Real estate in the District of Aiu (Cont.)

Area, sq. m.

Atagaben 1489.75  
Atagaben 2083.33  
Antaeben 2345.30


Total area: 2 ha. 01 a. 38.76 sq. m.

Contract of acquisition: July 29, 1912

Entered: August 3, 1912

August 6, 1912 from Imperial Station Administrator, Nauru, to Imperial Government, Rabaul: Submits lease contract and the following remarks:

The original land of 1 ha. 35 ar. 70.13 sq. m. proved to be too small for the planned establishment. It has therefore been enlarged to an area of 2 ha. 01 ar. 38.75 sq. m. A yearly lease of Mk. 300.- has been agreed to. Land acquisition from the natives has been paid for by the Pacific Phosphate Co. Mk. 1200.- were paid by the Imperial Station to those entitled.

Conditions stipulate that construction of buildings will have to begin within one year, to be terminated in appr. 2 years. Connection with the railroad has been built.
Negotiated, Nauru, August 6, 1912:

Between the Land Treasury of New Guinea, represented by Police Officer Peters, and the Pacific Phosphate Co. Ltd., London, represented by Captain Peter Theet, Nauru, the following lease contract has been concluded, pending approval of the Governor.

1. The Land Treasury of New Guinea is the owner of real estate of 2 ha. 31 ar. 38.75 sq. m. in the district of Aiwu on Nauru (Detailed description, see pp. 85 and 86, Land Register of the Marshall Islands and Nauru).

2. The real estate is leased to the Pacific Phosphate Co. by the Land Treasury of New Guinea for a period of 88 years, as of April 1, 1912, for the construction of drying lofts, storage sheds, and connecting railroad. The parties may cancel the contract after 30 years. No liability is assumed that the chosen land will fulfill the needs of the lessee.

3. The lease fee is Mk. 300.-, to be paid yearly in advance.

4. Cost of acquisition of the land is carried by the lessee. Cost for survey and entry into the register is assumed by the Land Treasury.

5. Third-party lease rights will follow conditions established by the Civil Law.
6. Public ways within the real estate are to be maintained by the lessee.

7. The lessor does not assume responsibility for the content of the area given in the contract.

8. The lessee has to prepare the real estate for use, as established in #1.

9. At termination of lease, all buildings and construction not removed by the Pacific Phosphate Co. will become the property of the Land Treasury without claim for compensation.

10. The lessor has the right to cancel the lease contract should the lessee not fulfill its obligation.

11. Cost for contract documentation is assumed by the lessee.

September 17, 1912: from the Governor, Rabaul; Lease contract returned with note of agreement by the Governor.

Page: 87 is blank.
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From: Secretary of State, Imperial Colonial Office, Berlin
To: Governor, Rabaul

Date: December 20, 1912 (Rabaul, February 3, 1913)

Subject: Plantation: Otto Bock (see also Doc. 17, pp. 153-166)
Island: Kili

Summarization: Attached copy of letter from Representative Meyer of the German Parliament.

Footnote: February 8, 1913 from Rabaul to Imperial Station, Jaluit:
Application for land by rancher Bock cannot be traced.

Representative of Parliament, Pastor Th. Meyer has been approached by Otto Bock, Kili, to obtain more plantation land. No application for land has been traced.

Request for information whether Bock has submitted application, and if so, the application is to be submitted to the Government; if not, Bock is to be informed that application for land has to be submitted to the Government with information of the situation and area of the real estate.

December 20, 1912 from Secretary of State, Imperial Colonial Office, Berlin, to Member of Parliament, Pastor Th. Meyer, Herford: Letter of December 17, 1912 has been forwarded for consideration to the Governor of German New Guinea with the remark that no objection will be raised to the application.

December 17, 1912 from Representative of Parliament Meyer: Otto Bock's relatives live in the representative's precinct. Bock was employed by
the Jaluit Co. on the Marshall Islands, and in 1908 bought the island of Kili, of 163 ha. 32 ar. The island was registered March 3, 1909. The island has been cultivated, and the well-to-do and capable man wishes now to enlarge his enterprise. His desire is in his and the Empire's interests, and his application is recommended.

April 17, 1913 from Imperial Station, Jaluit to the Governor, Rabaul:
No application of Otto Bock is on file. He has been informed that applications for land have to be submitted with details to the Government via the station.
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From: Imperial District Administration, Ponape
To: Imperial Governor, Rabaul
Date: February 1, 1913 (Rabaul, March 8, 1913)
Subject: Land lease: Jaluit Co.
Island: Island District

Summarization: The Jaluit Co. has submitted application for several lots of land for a duration of 30 years.

The Jaluit Co. owns quite a number of lots of land, which are not in use, and the contracts do not include directives in this respect. It seems as if the company wants to exclude others from the lease of the land.

With regard to the Government's attitude to monopolies in the Island District, I would not suggest a change in the contract.

March 11, 1913 from Rabaul to Imperial District Administration, Ponape:
Concerning information of February 1, 1913: The form of the lease contract with the Jaluit Co. is not mentioned. Regulations are clearly established and obligations of the lessee are expressly directed to the use of the leased real estate.

April 16, 1913 from Imperial District Administration, Ponape to the Imperial Governor, Rabaul: Information has been obtained that the real estate is not newly leased to the Jaluit Co., but has been leased and used for some time without contracts having been formally concluded.
June 9, 1913 from the Governor, Rabaul to District Administration, Ponape:
To report of April 16, 1913: It is assumed that the administration has by now concluded lease contracts. If this is not the case, report is to be submitted on this case.

August 27, 1913 from Imperial District Administration, Ponape to Imperial Governor, Rabaul: Jaluit Station has been informed that all land transfer is regulated according to formula of April 24, 1912.

Contracts of up to five years do not require the lessee to put the land to use. Contracts of longer duration have now been formalized. They have been approved by the District Administration.
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From:         Imperial Station, Nauru
To:           Mr. Peter Gruendle, Nauru
Date:         April 11, 1913 (Rabaul, April 25, 1913)
Subject:      Acquisition of native land
Island:       Nauru

Summarization: Acquisition of real estate owned by natives has to be applied for from the Imperial Government in writing.
Summarization: The Catholic Mission wishes to acquire land to build a residence for one of the missionaries. The land, 50 m. by 50 m., is adjacent to the Station Aruba. The owner wishes to sell the land. Agreement is requested to buy this land for the Mission. Attached map of the Mission station.

April 20, 1913 from the Station Administrator to the Governor, Rabaul: The Station Nauru raises no objection to the transfer of land.

May 2, 1913 from Rabaul: Regulations concerning the right to acquire land from natives are at the discretion of the Land Treasury: For the Old Protectorate—regulation of November 21, 1902; for the Carolines, Palau, and the Marianas—regulation of July 2, 1901: For the Marshall Islands—regulation of June 28, 1888(?). The land which is wanted by the Mission is to be acquired by the Treasury and then, following regulation of November 21, 1902, is to be sold to the Mission.

The District Administration, Ponaue, will decide on transfer of real estate to the Mission, as per regulation of June 3, 1912. As the Mission wishes to begin the building on the land, the Station will have to be advised to acquire the land and permit the Mission temporary use.
June 3, 1913 from the Governor, Rabaul, to Nauru Station: The land is to be acquired for the Land Treasury and given temporarily to the Mission for its use.

116-117 Submitted February 8, 1914 and March 31, 1914.
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Ref.: CRS G2 Item: W33-2 Document: 10 Page: 118-122

From: Imperial Station, Nauru
To: Imperial Government, Rabaul
Date: June 10, 1913 (Rabaul, July 12, 1913)
Subject: Lease contract: Saker Island: Nauru

Summarization: Attached certified copy of lease contract for a hut built of local material. The lessee would like to use it during time off work.

August 8, 1913 from Rabaul: Lease contract is approved.

CONTRACT

Between:
1. Representative of the Land Treasury of New Guinea.
2. Employee of the Phosphate Co., Saker, Nauru.
3. Chief Gadaeuwe, Nauru.

To be approved by the Governor.

1.
The Chief Gadaeuwe leases real estate Aduba, of .25 ha., in the District of Anabrael for two years to the Treasury.

2.
The Treasury leases this land for two years to the employee Saker, to build a house of bush material. The land may only be used for this purpose.

3.
The Treasury may cancel the contract with notice of one year.
4. The sub-lessee has to pay yearly Mk. 15.-- to the Treasury, and Mk. 5.-- to the owner of the land.

5. At termination of the contract, compensation will not be paid for any expenses incurred. The sub-lessee may remove construction from this land.

6. The sub-lessee has to appoint a representative if leaving the Protectorate for more than six months; otherwise all communications will be declared valid after one month's public notice.

7. Boundaries of the land are assumed to be known by the participants; survey has been waived.

8. The sub-lessee is carrying the cost for the contract.

9. Lease and sub-lease are ruled according to Civil Law.

Certified: August 8, 1913, Rabaul.

Approved: August 6, 1913, by the Governor.
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Page: 123-131

From: Imperial Station, Nauru  
To: Imperial Government, Rabaul  
Date: June 18, 1913 (Rabaul, August 17, 1913)  
Subject: Lease contract: Royan  
Island: Nauru

Summarization: Attached lease contract with the request for approval.

CONTRACT

Between:
1. Representative of the Land Treasury of New Guinea.
2. Employee of the Pacific Phosphate Co., Royan.

To be approved by the Governor.

1. 
Guada leases real estate Arijejen in the District Tetage for five years to the Treasury. The land is .25 ha.

2. 
The Treasury leases this land to the employee Royan for five years to build a house of bush material. The land may only be used for this purpose.

(Contract continues: see Vol. XXII, Document 10)

October 17, 1913 from Imperial Station, Nauru to Imperial Government, Rabaul: The lessee Royan died October 13, 1913. Attached lease contract has been cancelled.

(Pages 129-131: Lease contract. See page 125 above.)

From: Imperial Station, Nauru
To: Imperial Government, Rabaul
Date: July 14, 1913 (Rabaul, August 17, 1913)
Subject: Lease contract: Stevens
Island: Nauru

Summarization: Attached lease contract with the request for approval.

CONTRACT

Between:

1. Representative of the Land Treasury of New Guinea.
2. Employee of the Pacific Phosphate Co., G. Stevens, Nauru.

Pending approval by the Governor.

1. Scotty leases the land Arijenge in the District Anibary, of .25 ha., for five years.

2. The Treasury leases this land to the employee G. Stevens to build a house of bush material; the land may be used for this purpose only.

(Contract continues: pp. 135 & 136. See Vol. XXII, Document 10.)
Summarization: Attached lease contract with request for approval.

CONTRACT

Between:

1. Representative of the Land Treasury of New Guinea.
2. Employee of the Pacific Phosphate Co., Broadbelt, Nauru.

Pending approval of the Governor.

1.

Guada leases the real estate Arijejen in the District Tetage of .25 ha. for five years to the Treasury.

2.

The Treasury leases the real estate for five years to the employee Broadbelt to build a house of bush material. The land may be used for this purpose only.

(Pp. 139-140, contract continues. See Vol. XXII, Document 10.)

with the Addendum that a lease fee of Mk. 25.- is to be paid and to be entered into #4.

December 11, 1913 from the Governor, Rabaul, to the Station, Nauru: Contract with Mr. Broadbelt will be approved only with lease fee of Mk. 25.- as stipulated by regulation of April 24, 1912 that minimum lease fee must be
at least of that amount.

File submitted January 5, 1914.
Attached lease contract with request for approval.

CONTRACT

Between:

1. Representative of the Land Treasury of New Guinea.
2. Employee of the Pacific Phosphate Co., Mr. Christian, Nauru
3. Native Raitinen, Nauru.

Pending approval of the Governor.

1.

Raitinen leases real estate Aibor in the District of Anibar, of .25 ha., for five years to the Treasury.

2.

The Treasury leases the real estate for five years to the employee Christian, to build a house from bush material. The land may be used for this purpose only.

(P. 146 - contract continues. See Vol. XXII, Document 10)
Vol.: XXII
From: Imperial Statin, Nauru
To: Imperial Government, Rabaul
Date: November 29, 1913 (Rabaul, February 7, 1914)
Subject: Lease contract: Marshall
Island: Nauru

Summarization: Attached lease contract, with request for approval.

CONTRACT

Between:
1. Representative of the Land Treasury of New Guinea.

Pending approval of the Governor.

1.

Donak leases the land Aron in the District Anibas, of .25 ha., for five years to the Treasury.

2.

The Treasury leases the real estate for five years to the employee Marshall, to build a house of bush material. The land may be used for this purpose only.

(Page 149: contract continues. See Volume XXII, Document 10.)
Summarization: Father Superior Schinke has expressed the desire of the Mission to acquire the land which was so far held in lease. He was informed that a detailed examination will have to take place. In accord with Father Superior, a list of leased real estate is requested together with details about the site, map, and lease contract.
Summarization: Otto Bock, owner of the island Kili since 1908, wishes to acquire more land from natives for plantations. He has heard that the Jaluit Co. has in mind to lease all fallow land to establish plantations. The Jaluit Co. has for years owned a large real estate which is not planted. By now the Company is aware that others would like to settle in and cultivate the islands, which the Company wishes to hinder by acquiring all fallow land. It will therefore be impossible for white settlers to succeed in the future in the Marshall Islands.

The Government has now decided not to sell land, but only to grant 30-year leases. This is however not possible for small plantation-owners as the lease will expire when revenues are at their highest. The Jaluit Co. would then try to obtain the lease.

Attached is my litigation against the Jaluit Co., for your information.

To the County Court, Hamburg: Complaint of plantation owner Otto Bock, Bremen, plaintiff, against the Jaluit Co., Hamburg, defendant. The accused is invited to appear in court with an approved attorney. I apply that the County Court declare the contract of July 7, 1908 null and void and tender judgement for eventual precautionary measure.
The plaintiff was for several years helmsman on ships of the accused which plied between the Marshall and Gilbert Islands. On July 7, 1908 he concluded a contract with the defendant for the island of Elli, entered into the register of the Marshalls and Nauru on March 3, 1909. The contract of July 7, 1908 is void, as the plaintiff has repeatedly declared—especially in the letter of August 29, 1913. This declaration is not recognized by the defendant.

The defendant's contracts with plantation owners and contractors are always to the disadvantage of the contract opponent. Contracts are prepared by employees and then submitted for immediate signature. Thus the plaintiff was not enabled to examine the contract and to realize its consequences. To this is to be added that the defendant holds the monopoly in the east. It offers the only opportunity to ship produce from the islands, as well as to import merchandise. The residents are dependent on the defendant as their only source of income. The defendant owns the mail-boat GERMANIA, and is subsidized to the tune of Mk. 120,000 by the Empire. The defendant's influence yields favoritism by the administration, without which there is no possibility of existence.

The plaintiff wishes to validate by court ruling the nullity of the contract.

The contract with the defendant stipulates that all copra produce is to be delivered to the defendant for pf .8 per lb. of copra. The plaintiff owns now 10,000 plants on the island Kili, his only source of income. The
cost of production has increased, as workers receive higher wages and customs duty has been introduced since the conclusion of the contract. All merchandise has increased by 20 - 25%. The value of copra has risen from £. 17 to £. 35 per ton. Plaintiff suggested to increase the price to pf. .10 per lb., or to buy Kili for Mk. 50.000. The Director from Hamburg was not approachable.

The defendant was, to begin with, only established as a trader. The Company had no plantation, with the exception of Kili and Edjelang. Now that others wish to acquire land and cultivate, the defendant has requested the Government for transfer of all fallow land in the Marshalls and in the East and West Carolines. Thus it will later be impossible for others to acquire land.

Applications have been refused with the justification that small plantation owners would risk to lose their investments as typhoons prevailed.

The defendant has leased leased land to others to cultivate. Lease contracts with the Company were unfavorable. The contracts are contrary to good practice in its entity as well as in detail.

Stipulations put the plaintiff totally into the hand of the defendant, as all merchandise is supplied by it; charges are always to its benefit. The contract establishes that, during the 20 years' duration, the plaintiff may not undertake trading in Jaluit or elsewhere in the world. This is the worst aspect as the plaintiff is disqualified to make a living.
The defendant has not kept paragraph 4 of the contract, and has not provided workers for the plaintiff.

May 7, 1914: According to regulations, non-natives may not conclude contracts with natives. Crownland may only be leased.

The applicant may however lease fallow land in the Marshalls for the duration of 30 years, and it may be possible to make certain allowances in the contract, such as a renewal of contract for a further 30 years.

The Government cannot negotiate with the applicant, as meanwhile arrangements may have been made with the Marshall Syndicate.

June 1914 from the Governor (?) to Otto Bock, Imperial Station, Jaluit: Application to acquire native land on the Marshall Islands has to be regretfully declined. A lease of 30 years can however be granted under regulations of General Conditions of Land Transfer. Detailed application has to be submitted to the Imperial Station, Jaluit. Footnote: Memo that a further 30-year period cannot be included into the lease contract as it is contrary to regulations. He might however apply for a contract for life, which might be to his disadvantage.
Summarization: Attached lease contract, with request for approval.

**CONTRACT**

Between:

1. Representative of the Land Treasury of New Guinea.
2. Engineer and telegraph operator A. Horst, Nauru.
3. Native Endereit, Nauru, with the approval of the Governor.

1. Endereit leases .25 ha. of his land "Eineng" for a duration of five years.

2. The Treasury leases the land for five years to the engineer and telegraph operator A. Horst to build a house of bush material. The land may not be used for other purposes.

(Pages 170-171, contract continues. See Vol. XXII, Document 10.)
Summarization: Attached lease contract of Hebblethwaite with native Nobob with request for approval.

CONTRACT

Between:
1. Representative of the Land Treasury of New Guinea.
2. Employee of the Pacific Phosphate Co., Mr. Hebblethwaite, Nauru.
3. Native Nobob, Nauru, pending approval of the Governor.

1.
Nobob leases .25 ha. of real estate "Ataije" for five years to the Land Treasury.

2.
The Treasury leases the real estate for five years to the employee of the Pacific Phosphate Co., Hebblethwaite, to build a house of bush material. The land may be used for this purpose only.

(Pp. 175-176, contract continues. See Vol. XXII, Document 10.)
FILE MEMO

Concerns lease contract of July 8, 1913: Island Enirikrik.
Summarization: The Pacific Phosphate Co. wishes to lease real estate under the usual terms: see attached map. The land is situated in closed settlement and will be used for residence housing for white employees.

Requests instructions on land acquisition and lease contract, as previous contracts differ from those now in use.
Summarization: Request to inform the Mission that land cannot be sold to non-natives in the Island District. It can only be transferred in lease. Concerning real estate Batarik and Lobool: To the lease-contract will have to be added that the lease fee for Batarik will be of Mk. 10.- yearly, to be paid in advance every April 1. Concerning land acquisition of Mille, Jaluit Stations have been requested to conclude lease contract according to attached sample. Contract will have to be submitted for approval with the lease register number.

August 2, 1914: Real estate Mille can be acquired by the Mission. The East Caroline contract can be concluded, as the land will not be used for plantation purpose (1 ha.).

As to the real estate Batarik and Lobool: regulations stipulate that the Treasury must be indemnified. The change of the contract Batarik could only become effective if the amount for the lease could be legitimised. The Mission would hardly agree to this. However, the 90-year lease for Lobool could become property against payment of acquisition.
April 22, 1914 from Imperial Station, Jaluit to the Imperial Governor,
Rabaul: In response to message of February 6, 1914 concerning land acquisition by the Catholic Mission.

Father Superior Schinke requests to acquire the previously leased lands Batarik on Arno and Lobool on Ine, in the Atoll of Mejening. He has furthermore requested to buy 1 ha. on the island of Mille.

Batarik has been leased to the Mission for 30 years, as of February 15, 1910. Chief Ujelan has received payment of Mk. 500.- for the lease, and the Treasury received Mk. 10.- per annum.

Lobool has been leased for 90 years, without lease fee or tax to the Treasury. Mission stations are on these real estates. All of the requests are recommended by the station. The participating owners will not raise objections.

April 20, 1914 from Apostolic Vicarage, Marshall Islands, to the Imperial Station, Jaluit: The Catholic Mission would like to build a mission station on Mille Atoll. The Chief agrees to transfer land on the main island to the Mission. Approval is requested to buy this land of one ha.

November 8, 1909

LEASE CONTRACT

Between the Land Treasury on the Marshall Islands, represented by Leo Gisbert with the authority of the District Administration, Jaluit, and Chief Ujelan of Arno.
Chief Ujelan leases part of the real estate Batarik on Arno to the Land Treasury of the Marshalls for the duration of 30 years. Presently there is a church and residence on the land. From the church the boundaries extend appr. 10 m. to the east, appr. 93 m. to the west, appr. 42 m. to the north and to the south also 42 m. The rent for the lease of 30 years is Mk. 500.- to be paid in one installment. This real estate is to be sub-leased by the Land Treasury to the Mission of the Sacred Heart Jesus in Jaluit, and is only to be used for Mission work.

Jaluit, February 15, 1910:
Appears before the District Judge:
2. Harbor administrator Kruemling, representing the Land Treasury.

Pater Filbry submits land lease contract with Chief Ujelan of Arno, authorized by the Imperial District Administration, Jaluit on October 25, 1909.

The following contract was concluded: The Land Treasury leases 2 ha. for the duration of 30 years to Pater Filbry. The land may only be used for Mission work.

Sub-lessee will have to pay Mk. 10.- to the Imperial District Administration in addition to the Mk. 500.- which was paid in full to the land's owner.
At termination of the lease, no compensation will be paid for expenses incurred with respect to the real estate. The sub-lessee is permitted to remove installations from the land.

Lease regulations follow the condition of Civil Law.

Expenses for the documentation are carried by the sub-lessee.

This contract is concluded pending approval by the Governor.

Survey maps.

CONTRACT

Between:

1. J. Station Administrator Morz.
2. The Catholic Mission of the Sacred Heart Jesus, Jaluit
3. The native __________ of __________ .

Conclude the following lease contract pending approval by the Governor.

1. __________ leases real estate, owned by him __________ , an area of appr. __________ ha., for a duration of 30 years, to the Treasury, beginning the 1st of this month.

2. The Treasury leases the real estate for the duration to the Catholic Mission for construction of a Mission station. The land may only be used for this purpose. If used against regulations, the Treasury is entitled to suspend the contract.
3.
The Treasury may cancel the contract, keeping to a term of cancellation of one year prior to expiration.

4.
The sub-lessee pays a lease fee of _______ Mk. per annum to the Treasury of the local administration, and the remainder of Mk. _______ to the owner. Lease fee is to be paid in advance for the full year.

5.
No compensation will be paid by the Treasury for expenses relating to the real estate. The sub-lessee may remove installations; if asked by the owner, he will have to do so free of charge.

6.
If the sub-lessee leaves the Protectorate or lives elsewhere for more than 6 months, he will have to appoint a European representative to take care of his interests. Declarations reaching the representative are valid as of that date. If no representative is appointed, all communications are published on the board for one month, and valid thereafter.

7.
Boundaries of the real estate are assumed to be known by the participants and no survey will be made.

8.
Expenses for the documentation of this contract are carried by the sub-lessee.

9.
Lease and sub-lease are following regulations of the Civil Law.
December 4, 1906

CONTRACT

Between the Imperial District Administration, Jaluit and the Chief Ujelan, Arno.

1. Chief Ujelan transfers without charge for the duration of 25 years part of the real estate Lobool on Ine to the Imperial District Administration, Jaluit. The Imperial District Administration transfers this land without charge for the duration of 25 years to the Mission for mission work.

2. Boundaries: to the north: Lotu measuring from the lagoon inland 56.5 m.; to the North-west 38.5 m. along the lagoon, then 33mN3/4W, and 47.6m N5/4W. It borders on the Middle Way and measures 23.1 m., carries on 8.3 m NE to E 3/4 E, and finally 32 m. SE to 1/2 S. marked by coral.

3. The Catholic Mission may remove all construction at termination of contract. The Mission is obliged not to remove plants and trees, with the exception to construct buildings.

January 24, 1907

CONTRACT

Between the Imperial District Administration, and the Mission of the Sacred Heart of Jesus, Jaluit.

1. The Imperial District Administration transfers without charge for the duration of 25 years real estate on Ine to the Mission, which was transferred to the District Administration by Chief Ujelan.
Boundaries are ____________________ (See page 196)

Jaluit, April 24, 1907: Appeared at the Imperial District Court:
2. Father Superior August Erdland, representing the Mission of the Sacred Heart of Jesus.

Representative of the administration declares that the Imperial District Administration in Jaluit transferred as per contracts of December 4, 1906 and January 24, 1907 real estate on Ine free of charge to the Mission of the Sacred Heart of Jesus, with the condition that the land be used for Mission work only. Representative of the Mission declared that, under these conditions, the Mission would accept usufruct of the land.

Arno, December 5, 1907

SUPPLEMENTARY CONTRACT
Between the Imperial District Administration, Jaluit, and Chief Ujelan, Arno.

1.

#1 of the contract of December 4, 1906 is changed to the effect that Chief Ujelan transfers part of real estate Lobool on Ine not for 25 years, but for 99 years to the Imperial District Administration, free of charge. The Imperial District Administration also transfers the real estate for 99 years free of charge to the Catholic Mission.
2.

#2 of the contract is changed, that removal of the construction will have to be made after the 99 years, upon request.

Jaluit, November 16, 1907 SUPPLEMENTAL CONTRACT
Between the Imperial District Administration, and the Mission of the Sacred Heart of Jesus.

1.

#1 of the contract of January 24, 1907 is changed to the effect that the Imperial District Administration, Jaluit, transfers free of charge part of real estate Lool on Ine, not for 25 years, but for 99 years to the Mission.

2.

#4 of the contract of January 24, 1907 is changed to the effect that removal of construction will have to take place at the request of the rightful successor of Chief Ujelan, after 99 years.

3.

The Mission is obliged to have the land surveyed at the request of the owner a) if a surveyor will come to the district, and b) if another person acquires land bordering the land. The Mission will have to recognize the validity of the survey, and has no claim against the Treasury or the neighboring buyer. The Mission has no claim for eventual short measurements against the Treasury, and is liable if a third party will raise claim in that respect.

P. 207: partial duplicate of p. 204.