

(882)

REPORT AT FIRST MEETING DEALING WITH  
THE LAND QUESTION

Held at the Native Court House, Tapiang, Ocean Island

18th Novr., 1913.

PRESENT : The Resident Commissioner, Mr. E. C. Eliot, Mr. Murdoch, Interpreter, and Mr. G. A. Darbishire, Clerk, Mr. A. F. Ellis, Mr. W. Cleeve-Edwards, and B. D. Corrie, Interpreter.

SPECTATORS: Mesdames Eliot and Darbishire. A large number of Banabans, and some Gilbert Islanders and others married to Banaban women, the Protectorate Police Force.

The Resident Commissioner addressing the natives, first touched on the object of the meeting, and then went on to relate the story of "The Goose that laid the Golden Egg", with a few alterations to meet local conditions. He then applied it to the working of the phosphate deposits, and the Banabans getting golden eggs in future, though they hadn't them in the past. He touched on the Company discovering the phosphate deposit, and obtaining permission from the Government to make terms with the natives - the signing of the original agreement, and subsequent years' work. About four years ago Mr. Mahaffy, who was then the Resident Commissioner had been convinced that the Banabans were not paid enough for their land, and that the method of working the Island was not being conducted to the best advantage. The Government acting on his representations had cried halt to further land transactions. Since then the Government and the Company had been going into matters in England, and very slowly, step by step, the latter had agreed to the demands of the Government, until a definite settlement had been arrived at. The result achieved will make the Banabans the richest natives in the Pacific. The Government had authorised him to state the terms to the Banabans, and to settle the land question. They had not sent Mr. Mahaffy because in the first place he had other duties, and therefore could not have remained on the island to see the negotiations and transactions carried through, and also that they thought it advisable for a Commissioner who is entirely a stranger to both the Company and the natives to deal with the matter. Mr. Mahaffy, however, knew all about the terms, and had written the Banabans a letter introducing Mr. Eliot to them, and giving them some good advice. This was read at the meeting in both languages and then handed to the natives, together with the written translations. He then touched on Captain Dickson's administrations, saying that the settlement not having been arrived at in England, Captain Dickson was unable to explain matters to the Banabans, and therefore there were various incidents they did not understand. These had upset them and they had been rude to Captain Dickson and Mr. Murdoch, but if they had known all the former had done for them they would not have acted as they did.

The Resident Commissioner then said that before proceeding further with his address that day, the Banabans were at liberty to say all they had in mind. After the terms of settlement were once stated to them, he did not wish to hear any objections. A condensed statement of the ensuing discussion, particularly as regards the natives' remarks, is attached. After notifying the natives that the meeting would be resumed the following morning, the proceedings terminated.

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STATEMENTS (CONDENSED) MADE BY BANABANS AND OTHERS

At the first meeting, held by the Resident Commissioner, on the Land Question. - 18th Nov., 1913 - At the Native Court House, Tabian, Ocean Island.

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JOHN TEKANA said that when Mr. A. F. Ellis first came to the island he (John) pointed out Temati to Mr. Ellis as being the King, though he was actually only the High Chief for Tapiwa, and the recognised chief for dealing with any arrivals from over the sea. Replying to the Resident Commissioner, he said that Temati was always spoken of as being the King when strangers arrived and made inquiry as to who was the King. John remembered Temati and Kariatapewa signing the agreement. Replying to Mr. Ellis, he also remembered that some two weeks after operations were started on the island, two important meetings were held by the Banabans at Ooma Village, when the agreement was explained to them, and each of the other High Chiefs -

Eri for Ooma  
Kumeraia for Puakenakai  
Pulalang for Tapiang

signed the agreement.

ERI started to recapitulate the original negotiations but Mr. Murdoch told him that John Tekana had already given them those particulars.

UREBANO said that at a later date Mr. Ellis told the Banabans through Temati and John Tekana that the phosphate would only be worked down 3 feet.

JOHN TEKANA replying to Mr. Ellis said that he didn't remember interpreting any such statement made by Mr. Ellis to the Banabans.

TEBEANINARE said that Mr. Campbell stated at a meeting with the Banabans that he had arranged the matter of working 3 feet only with Mr. Ellis. After consulting with one of the other Banabans, Tebeaninare stated that Mr. Campbell was not at the meeting, but he told Kaubure, who announced it at the meeting.

THE RESIDENT COMMISSIONER asked Mr. Darbshire if there was any record in the correspondence of any such arrangement, and after being answered in the negative, he said he would write to Mr. Campbell and inquire..

NEMIA said that worked out phosphate lands had not been returned to them, to which the Commissioner replied that this would be done, and they would hear about it tomorrow; also that the Company was going to plant the worked out fields with cocoanuts and other food trees.

KUMERAIA asked how would they get at the cocoanuts without roads, owing to the pinnacles, to which the Resident Commissioner replied that though he wouldn't like to get the cocoanuts some of the young men would be able to do it.

UREBANO said that cocoanuts had been cut down and a house built on a piece of his land without his permission. Replying to Mr. Ellis, he said that it happened while he (Urebano) was at Kusaie. Replying to Mr. Murdoch he said that it was his land because it was his mother's (Nei Teruonako).

NEI TERUONAKO replying to Mr. Ellis said that she didn't remember leasing the land to the Company. She remembered leasing another piece of land.

THE COMMISSIONER said that he would look into the matter.

ERI said that he had not received yearly payments for a piece of his land. Replying to Mr. Ellis he remembered receiving an original payment of £24.

MR. A. F. ELLIS said that it was a freehold purchase before the hoisting of the flag, to which the Commissioner replied that he didn't consider freehold transactions were legal.

NEI TEIMOIA said that one of her cocoanut trees had been cut down without her consent, but with the approval of Capt. Dickson.

MR. A. F. ELLIS said that he was prepared to go into the matter, but the Commissioner replied that would be done at a later date.

TE KAOTI said that they had been promised by Mr. Ellis that, if the Company was allowed to construct tram lines, the Banabana would be permitted to travel on cars between Ooma and Tapiwa. This had been done while Mr. Ellis was on the island, but Mr. Edward had stopped it.

MR. A. F. ELLIS stated that owing to the risks of accidents, the using of cars by natives had been stopped, but instead they were allowed ride free on the trailer behind the motor car.

THE COMMISSIONER said that the risk of accidents rendered it necessary to stop the natives using the cars.

(Sgd) Albert F. Ellis.  
" W. G. Edwards.  
" B. D. Corrie.

REPORT ON SECOND MEETING DEALING WITH  
THE LAND QUESTION

Held at the Native Court House, Tapiang, Ocean Island,

19th November, 1913

PRESENT: The Resident Commissioner, Mr. E. C. Eliot;  
Mr. Murdoch, Interpreter, and Mr. G. A. Darbishire,  
Clerk.

PRESENT:  
(Cont'd.)

Mr. A. F. Ellis; Mr. W. Cleeve-Edwards, and  
B. D. Corrie, Interpreter.

A large number of Banabans, and some Gilbert  
Islanders and others married to Banaban women.

The Protectorate Police (dismissed after the opening  
ceremony).

SPECTATORS: Mesdames Eliot and Darbishire.

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The Resident Commissioner first referred to the  
complaints that had been made by the Banabans at yesterday's  
meeting. He said that Urebano's and Eri's cases would be investigated  
later at the Government Office. With regard to the Banabans' right  
to use the tram line, he would look into the matter. The original  
agreement gave the Company the right to lay tram lines, but there  
was no mention as to the Company making payment for the privilege,  
beyond the annual payment of £50, which had proved to be inadequate.  
Unless it was possible to arrange the matter here, he would bring it  
before the Home Government. But the Banabans must not let a past  
matter like that weigh against the new arrangements, which would  
make up for what was lost in the past.

He then proceeded to deal with the terms of  
settlement. The Company is to work lands only in the three mining  
areas, and is to acquire not more than 145 acres. The quantity laid  
down for the northern area is already secured by the Company, but  
it will be necessary to exchange some of the outlying lands there for  
central ones, and thus make one block. There are 84 acres to be  
secured in the central area, and 61 in the eastern area. The price  
laid down by the Government is to be not less than £40, and not more  
than £60 per acre. Mr. Ellis had agreed that £60 should be paid for  
lands in the central area, and £40 for those in the eastern area.

It was also arranged that the Company should  
pay for food bearing trees - coconuts. In interpreting this Mr. Murdoch  
mentioned pandanus also. Mr. Ellis protested, as being against what  
was arranged. The Commissioner stated that if coconut trees only were paid  
for previously on phosphate lands, pandanus would not be paid for.

The Company held 26 acres intact land and 5 acres  
partly worked; these could be exchanged for lands inside the mining  
areas by mutual consent.

The price to be paid for lands was, however, a small  
matter compared to the other advantages the Banabans would gain.  
The Company was to pay a royalty to them of 6d. per ton. At the  
present rate of shipping it would amount to £5000 per annum, but of  
necessity the sum would fluctuate according to the weather experienced,  
accidents to moorings, etc. He had arranged for the first year's  
payment of royalty to be spent locally, for their general benefit, not to  
be wasted.

The Company would plant all worked out lands with cocoanuts, pandanus, and wild almond, the work to be done by Banabans in its employ. While not saying definitely that cocoanuts will grow in the old workings, he had seen healthy trees at Ooma and Tapiwa, which had been planted 8 years ago, and had survived a severe drought. In future the Company would leave some more phosphate round the base of the pinnacles for the cocoanuts. After the lands were planted, they would be handed back to the natives. They may use the produce of the lands they were selling to the Company until such a time as they were wanted for working, for covered-in areas, or for tram lines, when the trees would be cut down, after being paid for.

Another condition agreed by the Government with the Company was a system of uniform prices at the store, which would come into force at an early date. The Company had not had time to work out the details. Meanwhile considerable reductions had been made on certain items. It was probable that further reductions would be made when the uniform prices were started, but at any rate prices would not be increased.

The Commissioner went on to say that the Government had arranged for water to be purchased at  $3/4d.$  per gallon, when dry weather makes it necessary for the Banabans to purchase water. This was a very great boon to them in the light of the great scarcity of water during drought times in the past.

A further point arranged by the Government was that the Company undertook not to acquire any lands except the 145 acres in the mining areas, so that, even if there were any Banabans who wished to sell lands outside, the Company could not buy them.

The Commissioner then pointed out what great terms the Government had secured for them. He was not criticising what had been done in the past, but he was bringing them good news for the future. They were the best terms that could possibly be expected. He had dealt with land troubles and mining questions elsewhere, and so knew better than they do what is fair. He was personally satisfied with the arrangements.

He then went on to point out that the Company does nothing as regards all these benefits until they have done their part by selling the 145 acres. They could be assured that individual interests will be considered. He himself will advise and adjust all transactions, and no land will be acquired without his knowledge and consent, as his name is included in all the agreements at the wish of the Government. If he is absent in the Group, Mr. Darbshire may sign deeds, but on the Commissioner's return here the natives must appear before him, and formally agree to the transactions.

If the Banabans had to wait until the whole 145 acres are bought before the benefits start, they might have to wait a long time, as it was necessary to survey all the lands. The Company had therefore agreed that after 8 acres in the central and eastern areas had been definitely acquired, all the benefits would accrue then. But after

the 16 acres were sold, they must come forward and sign deeds for the sale of the balance of the 145 acres.

He then went on to describe the proposed annuity fund. The royalty of say £5000 invested would bring in £150 per annum interest at 3%. Out of this first payment of royalty £300 will be set aside towards the annuities for the first two years. After that the capital will provide interest for the fund, and he went on to detail the various amounts which would be available from interest alone during the next seven years. They could see from this that future generations of Barabans would be the richest natives in the Pacific before the 145 acres were worked out. He didn't know what would be done with all the money, but the British Government will find a way to expend it in their interests, and will listen to suggestions from them in the matter.

His only fear was that they couldn't grasp all the details, and he would therefore give them the opportunity of talking it over among themselves for several days, and also to ask him any questions during the next 3 days. He didn't want them to sign any paper in ignorance.

The list of reduced store prices in detail was then read out to them by Mr. Murdoch.

At Mr. Ellis' request he then again emphasised the fact that none of the benefits would start until they had definitely agreed to sell the 145 acres, and had actually sold 8 acres in both the central and eastern areas.

The Commissioner then recapitulated all the advantages they were to gain, as follows:-

(1) The largely increased purchase price of not less than £40 and not more than £60 per acre, the food bearing trees to be paid for as before under the phosphate and trees purchase system.

(2) The annual payment of royalty and division of the interest on the accumulating capital.

(3) The royalty for the first year being used locally; the money was available when they fulfilled their part of the agreement.

(4) The worked out lands revert to them after being planted.

(5) They are permitted to gather the produce from their sold lands until they were actually required for working. But they mustn't start planting them with cocoanuts after once sold with the idea of getting more payment for trees.

(6) They would be supplied with water at low prices.

(7) The Government would see that the Company doesn't buy the lands outside the mining areas.

He was convinced that such terms must be acceptable to them, once they are fully understood. They could consider them, ask him any questions during the next 3 days, and then they would meet on Monday next for the final settlement; but if they weren't ready then with their decision, he would give them even longer to make up their minds. He would hear anything from them except alternative suggestions. The present terms had been laid down definitely by the Home Government, He hasn't had anything to do with them.

There was one point he might explain:

They may not grasp what 145 acres means; the whole island is 1500 acres in extent, so they will be selling under the new arrangement one-tenth of the island.

At his suggestion, Mr. Ellis then stated to them that the terms they had heard from the Commissioner were exactly what the Company had agreed to.

The meeting then closed.

(Sgd) Albert F. Ellis.

REPORT ON THIRD MEETING DEALING WITH  
THE LAND QUESTION

Held at the Native Court House, Tapiang, Ocean Island.

28th November, 1913.

**PRESENT:** The Resident Commissioner, Mr. E. C. Eliot;  
Mr. Murdoch, Interpreter; and Mr. G. A. Darbishire,  
Clerk.  
Mr. A. F. Ellis, and B. D. Currie, Interpreter.  
A large number of Banabans, and some Gilbert Islanders  
and others married to Banaban women.

The Protectorate police (dismissed after the  
opening ceremony.)

**SPECTATORS:** Mesdames Eliot and Darbishire.

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The Resident Commissioner started by saying that since the last meeting he had found out that the Banabans change about in their views like trees swayed by varying winds. He wanted to know what their views were when not affected by all the talk they had been hearing of late from those who talked loudest. He wanted the opinion of Banaba, not of Ooma Village, and he had to consider not only them but future generations of Banabans. If they were unanimous in their views, he would know what to do. If they refused the terms, he would have to give a reason to the Home Government, particularly as the Government and Mr. Mahaffy were satisfied with the terms.

There were two things he wanted to tell them.

The first was that he had heard they had been much upset at the idea of shifting Ooma native village. He had just made a local law providing that no village can be shifted without the consent of the natives. The second was that, while the Government had definitely agreed as to how much land was to be acquired by the Company, they didn't lay down any time for so doing. Mr. Ellis had said he would not hurry the purchasing operations once the 8 acres in each area were secured. Subsequent lots could be taken over afterwards at leisure. Of course those who didn't agree would have to stand aside from the benefits which the Company was to introduce.

In interpreting this Mr. Murdoch made an error, and the natives took it that all who were against the terms should stand up. The Ooma village division stood up practically intact; also a good proportion of Tapiang, and a small number of Puakonikai and Tapiwa.

The Commissioner told them of the misunderstanding, and that they were to sit down. At the same time he said that it was evident that Ooma was solid against the terms. Puakonikai and Tapiwa wisely were in favour of them, and Tapiang was half and half.

He then said that from what he had heard, Ooma village had been going in largely for bad talk against the other villages with a view of making them ashamed. That was wrong, and must be stopped. He then called on a man named Tebeaninare who he said was manifestly the Ooma leader, to give a reason for their attitude.

Tebeaninare said it was purely on account of their lands, they were looking at the old workings, and thought they would have no place to live, they had no ill feeling towards the Company as regarding the past. The Commissioner told him that 145 acres only were to be acquired by the Company. Tebeaninare said they would not part with their lands at Puakonikai. The Commissioner asked if it was on account of the price not being high enough, or the terms good enough. Was there anything in the world that would induce them to part with the land? Tebeaninare replied in the negative.

The Commissioner then said that if they wouldn't part with their lands, it would become a question for the Government to consider if they should pass a law to take it. The case would probably be dealt with in a Court of Equity, in which the Banabans would be represented by a Counsellor, and they would have to abide by the decision of the Court. It would be a question to consider what is the value of the soil here, and what is its value elsewhere. Here there were only a few natives to consider. The phosphate was very beneficial to millions. The judges would consider whether the Banabans could not look it up for purely sentimental reasons, to the loss of a great number of outsiders.

It was quite likely that if it became a court case, the value put on the land would be much less than the terms now offered, and the Commissioner instanced a case where a man refused to part with a piece of land for a railway. A court case ensued; the



land was valued, and the owner obliged to sell for less than what he was offered before.

The Commissioner then proceeded to put the Agreement to them, saying that it was entirely optional as to whether they signed or not. It was read over first by him in English, and afterwards by Mr. Murdoch in the native language.

Mr. A. F. Ellis signed it on behalf of the Company, and then handed over to the Commissioner a cheque for £4743, together with a covering letter specifying the conditions under which the cheque was to be expended or withheld.

The Resident Commissioner accepted the cheque on behalf of the Banabans, together with the conditions called for in the covering letter. The Banabans then started signing the Agreement, and when the meeting closed 72 had signed, of whom several were children. The Commissioner stated that it would be open for signature for three days longer for certain.

He also said that, if those who were against the terms so desired, they could write a letter on the subject, stating their reasons for their refusal of the terms. The letter would be sent to England for the consideration of the Government.

(Sgd) Albert F. Ellis.

Ocean Island,

28th November, 1913.