

C O P Y.

DATED 1st. OCTOBER

A D 1897

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THE AUSTRALASIAN NEW HEBRIDES COY. LTD.

TO

BURNS, PHILP & COY. LTD.

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C O N V E Y A N C E

of LAND at Pentecost (New hebrides)

Being A. England's Trading

Station, known as "Lona".

Rolin and Gilder

Solicitors

92 Pitt Street, Sydney.

THIS INDENTURE (annexed or intended to be read as if annexed to  
an Indenture of Conveyance bearing date the                      day of  
                                in the year one thousand eight hundred and  
ninety                      Registered Book No.                      Folio                      in  
the Office of H.B.M's High Commissioner for the Western Pacific  
on the                      day of                      one thousand eight  
hundred and ninety                      made the first day of October in the  
year of our Lord one thousand eight hundred and ninety seven

B e t w e e n the within-named THE AUSTRALASIAN NEW HEBRIDES  
COMPANY LIMITED (hereinafter called the Vendor) of the one part  
and BURNS PHILP & COMPANY LIMITED of Sydney (hereinafter called  
the Purchaser) of the other part WHEREAS the said Vendor has  
contracted and agreed with the said Purchaser to enter into and  
execute these presents for the purpose of releasing and assuring  
the land and premises hereinafter described in consideration of  
the said Purchaser having undertaken and agreed to pay and  
indemnify the said Vendor in respect of certain debts and liabilities  
owing by the said Vendor NOW THIS INDENTURE WITNESSETH  
that in pursuance of the said agreement and in consideration of  
the premises and of ten shillings paid by the said Purchaser to  
the said Vendor the receipt whereof is hereby acknowledged The  
said Vendor doth hereby grant bargain sell alien release convey and  
confirm unto the said Purchaser and its assigns ALL THAT and those  
the lands hereditaments and premises described in the within  
written Indenture TOGETHER with all houses buildings trees  
plantations minerals riparian rights easements and appurtenances  
thereto belonging or appertaining AND all the estate right title and  
interest of the said Vendor therein and thereto both at law and  
in equity TO HAVE AND TO HOLD the said lands hereditaments and  
premises with the appurtenances unto and to the use of the said  
Purchaser and its assigns for ever AND the said Vendor doth hereby  
for itself and its assigns covenant with the said Purchaser and  
its assigns that it the said Vendor now has good right and absolute  
authority by these presents to grant release and assure the said  
lands hereditaments and premises and every of them and every part of  
the same respectively to the use and in manner aforesaid and free

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from incumbrances AND also that the said Purchaser shall at all times hereafter peacefully and quietly enter into and upon and hold and enjoy the same and every part thereof and take the rents and profits thereof without any interruption or denial by the said Vendor or any person or persons claiming under or in trust for the said Vendor AND also that the said Vendor and its assigns and all persons claiming as aforesaid will at all times hereafter execute and do every such further act and assurance as the said Purchaser may at any time hereafter require but at the cost and expense of the said Purchaser.

IN WITNESS WHEREOF the Common Seal of the said AUSTRALASIAN NEW HEBRIDES COMPANY LIMITED was hereunto affixed the day and year first before written.

THE COMMON SEAL of the AUSTRALASIAN NEW HEBRIDES COMPANY LIMITED was hereunto affixed this first day of October in the year of our Lord one thousand eight hundred and ninety seven by us and we certify that we are the proper persons to affix the Company's seal.

(Sgd.) Dugald Thomsen

"John Macpherson

"Jas. Inglis

Directors

" Joseph Mitchell

Secretary.

2657.

the the proper persons to affix the Company, a  
ninetly seven p/11 and we certify that we  
on the first day of October in the year of  
BIDES COMPANY LIMITED was hereto affixed  
THE COMMON SEAL of the AUSTRALASIAN NEW HERB-

SECRETLY.

JOSEPH MITCHELL

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John Macpherson

(289) DNGSTG Thompson

ITSELF BEFORE MYSELF.

HEBRIDES COMPANY LIMITED was heretofore affixed the seal and kept  
in witness whereof the common seal of the said AUSTRALASIAN NEW

cost and expense of the said purchase.

the said Purchaser may at any time hereafter require and at the hereafter execute and do every such further act and assistance as assigns and all persons claiming as aforesaid will at all times that for the said Vendor AND also that the said Vendor and its the said Vendor or any person or persons claiming under or in tents and profits thereof without any interruption or denial by

to use and enjoy the same and every part thereof and take the  
benefit hereof peaceably and quietly enter into and upon and  
from incumbrances AND also that the said Purchaser shall at all

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C O P Y.

DATED 1st. OCTOBER A.D. 1897.

THE AUSTRALASIAN NEW HEBRIDES COY. LTD.

TO

BURNS PHILP & COY. LTD.

C O N V E Y A N C E

OF LAND at Api near Nelson's Bay

on West Side

Rolin and Gilder

Solicitors

92 Pitt Street,

Sydney.

THIS INDENTURE (annexed or intended to be read as if annexed to an Indenture of Conveyance bearing date the Twenty eighth day of September in the year one thousand eight hundred and ninety one Registered Book A No. 103 Folio 215 in the Office of H.B.M's High Commissioner for the Western Pacific on the thirtieth day of January one thousand eight hundred and ninety two) made the first day of October in the year of our Lord one thousand eight hundred and ninety seven B e t w e e n the within-named THE AUSTRALASIAN NEW HEBRIDES COMPANY LIMITED (hereinafter called the Vendor) of the one part and BURNS PHILP & COMPANY LIMITED of Sydney (hereinafter called the Purchaser) of the other part WHEREAS the said Vendor has contracted and agreed with the said Purchaser to enter into and execute these presents for the purpose of releasing and assuring the land and premises hereinafter described in consideration of the said Purchaser having undertaken and agreed to pay and indemnify the said Vendor in respect of certain debts and liabilities owing by the said Vendor NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises and of ten shillings paid by the said Purchaser to the said Vendor the receipt whereof is hereby acknowledged The said Vendor doth hereby grant bargain sell alien release convey and confirm unto the said Purchaser and its assigns All that and those the lands hereditaments and premises described in the within written Indenture TOGETHER with all houses buildings trees plantations minerals riparian rights easements and appurtenances thereto belonging or appertaining And all the estate right title and interest of the said Vendor therein and thereto both at law and in equity TO HAVE AND TO HOLD the said lands hereditaments and premises with the appurtenances unto and to the use of the said Purchaser and its assigns for ever And the said Vendor doth hereby for itself and its assigns covenant with the said Purchaser and its assigns that it the said Vendor now has good right and absolute authority by these presents to grant release and assure the said lands hereditaments and premises and every of them and every part of the same respectively to the use

and in manner aforesaid and free from incumbrances And also that the said Purchaser shall at all times hereafter peacefully and quietly enter into and upon and hold and enjoy the same and every part thereof and take the rents and profits thereof without any interruption or denial by the said Vendor or any person or persons claiming under or in trust for the said Vendor AND also that the said Vendor and its assigns and all persons claiming as aforesaid will at all times hereafter execute and do every such further act and assurance as the said Purchaser may at any time hereafter require but at the cost and expense of the said Purchaser.

IN WITNESS WHEREOF the Common Seal of the said AUSTRALASIAN NEW HEBRIDES COMPANY LIMITED was hereunto affixed the day and year first before written.

|                                             |   |                       |
|---------------------------------------------|---|-----------------------|
| THE COMMON SEAL OF THE AUSTRALASIAN NEW     | } |                       |
| HEBRIDES COMPANY LIMITED was hereunto       |   | (Sgd.) Dugald Thomson |
| affixed this first day of October in the    |   | " John Macpherson     |
| year of our Lord one thousand eight hundred |   | " Jas. Inglis         |
| and ninety seven by us and we certify that  |   | Directors             |
| we are the proper persons to affix the      | } | " Joseph Mitchell     |
| Company's seal.                             |   | Secretary             |

Registered in the office of H.B.M's High Commissioner for the Western Pacific No. 284, Folio 344, Book B

(Sgd.) H. Smallwood

Actg Secretary

29 Dec. 1897.

C O P Y.

DATED Septr. 28th. 1891.

BRANDON & ORS

TO

THE AUSTRALASIAN NEW HEBRIDES COY.

LIMITED

C O N V E Y A N C E

OF LAND AT     Api   Near

Nelson Bay on West Side.

H. Peden Steel

Solicitor

Phillip Street,

Sydney.

THIS INDENTURE made the twentyeighth day of September in the year of our Lord one thousand eight hundred and ninety one  
B e t w e e n BRANDOM PAKAU ROLL and ARICON of the Island  
Api in the New Hebrides hereinafter called Vendors of the one  
part and THE AUSTRALASIAN NEW HEBRIDES COMPANY LIMITED of Sydney  
in the Colony of New South Wales hereinafter called the said  
Company of the other part WHEREAS the said Vendors do hereby sell  
unto the said Company all those pieces or parcels of land called  
Utoveta Ondua Lungongo and Torongo AND WHEREAS the Vendors are  
the persons well and sufficiently entitled to and in lawful  
seisen occupation and possession of the lands and hereditaments  
hereinafter described and intended to be hereby conveyed and  
assured and are the proper persons having the lawful right to  
sell alien and convey the same AND WHEREAS the said Vendors have  
contracted and agreed with the said Company for the absolute  
sale to them of the lands and hereditaments hereinafter described  
and intended to be hereby assured at or for the price or sum of  
Fifteen Pounds ten shillings in cash and goods NOW THIS INDENTURE  
WITNESSETH that in pursuance of the said agreement and in consider-  
ation of the said sum of Fifteen pounds ten shillings the receipt  
whereof is hereby acknowledged the said Vendors DO HEREBY GRANT  
BARGAIN sell alien release enfeoff and convey unto the said  
Company their successors and assigns All that the land and  
hereditaments more particularly described and set out in the  
schedule to these presents With liberty and license for the said  
Company their successors and assigns and their servants and  
workmen and for all other persons authorized by them with or  
without labourers carts and carriages horses or other animals  
by night and by day to drive ride operate or labour up down to fro  
and upon all or any roads or ways adjoining or near to the said  
land TOGETHER with all houses ways rights of way paths passages  
buildings lights fences waters watercourses privileges easements  
and appurtenances to the said lands and hereditaments or any part  
thereof belonging or appertaining or therewith usually held used  
or enjoyed. AND the reversions remainders rents and profits  
thereof And all the estate right title interest property possession

claim and demand whatsoever both at law and in equity of them the said Vendors or any or either of them in to and out of the same premises and every part thereof TO HAVE AND TO HOLD the said land and hereditaments and all and singular other the premises hereby assured or intended so to be with the appurtenances UNTO AND TO THE USE of the said Company their successors and assigns for ever AND each of them the said Vendors doth hereby for himself and his respective heirs executors and administrators covenant and agree with the said Company their successors and assigns in manner following that is to say THAT notwithstanding any act matter or thing by any of them the said Vendors or any person claiming under them or any of them made or done to the contrary they the said Vendors now have in themselves good right and absolute authority by these presents to grant relase enfeof and convey the said hereditaments and premises and every part thereof with the appurtenances unto the said Company their successors and assigns to the uses and in manner aforesaid And that it shall be lawful for the said Company their successors and assigns at all times hereafter peaceably and quietly to enter upon hold occupy possess and enjoy the said hereditaments and premises and to receive and take the rents and profits thereof for their own use without any eviction interruption or denial by the said Vendors or any of them or any person or persons claiming or to claim from under or in trust for them And that the said hereditaments and premises are free and clear from all charges and incumbrances whatsoever made or occasioned by the said Vendors or any of them or any person claiming as aforesaid And also that each of them the said Vendors and their respective heirs and every person whomsoever legally claiming any estate or interest in the said hereditaments and premises through under or in trust for them or any of them will from time to time and at all times hereafter at the request and cost of the said Company their successors or assigns execute and perfect every such lawful act deed or assurance in the law for more satisfactorily assuring the said hereditaments and premises and every part thereof to the uses and in manner

aforsaid as by the said Company their successors or assigns shall be devised or required IN WITNESS whereof the parties to these presents have hereunto set their hands and seals the day and year first hereinbefore written.

IN SCHEDULE.

Describing these pieces or parcels of land whose various names appear on the former page commencing at a marked tree on the beach the southern boundary of a block of land formerly purchased by the Company from thence along the beach about S.S.E. fourteen hundred and fifty yards to a path and marked trees A N H thence along said path fifteen hundred and fifty yards about E by N to a large clump of bread fruit trees marked and makobora tree A N H thence about N N W sixteen hundred yards to the boundary of former block thence along said boundary about W S W to the marked tree on the beach the point of commencement estimated to contain

SIGNED SEALED AND DELIVERED by the said

in the presence of the undersigned

and we hereby certify that the contents of the within deed were read over and translated to them and fully explained to them and they appeared fully to understand the nature and effect thereof

Brandon  
his X mark

Pakou  
his X mark

Roll  
his X mark

Aricon  
his X mark

(Sgd.) A. England

" W Klein

This Document is registered in the office of H.B.M's High Commissioner for the Western Pacific Book A No. 103 Folio 215.

(Sgd.) Wilfred Collet  
Secretary  
30 Jan'y 1892