

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 South Coast
Espirit Santo New Hebrides

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 Seventeenth day of August in the year one thousand eight hundred and ninety one Registered Book A No. 97 Folio 207 in the Office of H.B.M.'s High Commissioner for the Western Pacific on the second day of December one thousand eight hundred and ninety one) 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 PHILIP & 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	} (Sgd) DUGALD THOMSON	
HEBRIDES COMPANY LIMITED was hereunto		" John Macpherson
affixed this first day of October in the		" Jas. Inglis
year of our Lord one thousand eight hundred		Directors
and ninety seven by us and we certify that		" Joseph Mitchell
we are the proper persons to affix the Company's		Secretary

seal.

Registered in the office of H.B.M.'s High Commissioner for the Western Pacific No. 281 Folio 341 Book B

H. Smallwood

Acting Secretary

29 Dec. 1897.

C O P Y.

DATED 17th. August 1891.

VARUKU & OTHERS

TO

THE AUSTRALASIAN NEW HEBRIDES COY.
LIMITED.

C O N V E Y A N C E
OF LAND AT South East
Espirit Santo
New Hebrides.

H. Peden Steel

Solicitor

Phillip Street,
Sydney.

THIS INDENTURE made the Seventeenth day of August in the year of our Lord one thousand eight hundred and Ninety one B e t w e e n VARUKU KOIÍ WUTI of NAONE on the South of Santo 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 Nanibu, Belmoli, Nanogu, Nalekureni, Nabus, Unazibi, Nabulaku, Aul^k, Patuni, Nataluthothu, Namoru viriu, Unabogi, Unamarai, Patuni Cusi, Unabaka and Tovuriki 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 Twelve pounds ten shillings sterling in goods and cash Also goods additional to the value of four pounds eight and ten pence (£4-8-10) were given NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said Twelve pounds ten shillings sterling - plus Four pounds eight shillings and ten pence (total £16:18:10) 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~~ ^{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 appertain-
ing 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
release enfeoff 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 heredita-
ments 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 aforesaid 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.

THE SCHEDULE.

Describing those pieces or parcels of land on the East side of the Azone river commencing at a marked tree on the beach about a thousand yards East of the river, bearing from the West end of Tangoa North, three and a half West, and from West end of Araki (Hat Island) North two and a quarter East magnetic, thence running inland North, one point East to a marked tree on the Bank of the ~~creek~~^{brook} called "Bokoro" by the path "Unamarai", thence proceeding on in the same direction to the boundaries of the Bushmen's land some two and three quarter miles from the sea, thence running Westward along said Bushmen's boundaries to the river Azone opposite to the mark on the North East corner of the Naone piece of land thence down the river Azone to the sea thence along the shore Eastward to point of departure.

The following stipulations must be observed namely:- The Vendors and their heirs to own the Cocconut and Breadfruit Trees and the fruit thereon, but the fruits of the same if sold must be sold to the Company's agents excepting what may be required by the resident Missionary .

SIGNED SEALED AND DELIVERED by the said

VARUKU	X	his mark
KOII	X	his mark
WUTI	X	his mark

in the presence of the undersigned witnesses 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.

(Sgd.) Joseph Annand

" Robert Malcolm

" Peter Sawers

The following stipulations are also agreed to by all parties namely - that the resident natives shall not be prohibited from making their own plantations on said lands

