

The Land Commission of 1917: Analysis and participation of the Rapanui

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A key issue in Rapa Nui history during the late 19th and the 20th century is the problem of land tenure and ownership. Three groups had distinct interests and perceptions during this time. The Rapanui community always claimed they had not sold any land. The Company (La Compañía Explotadora de Isla de Pascua) tried to avoid any discussion about land tenure and ownership since their claims of owning almost all land on Rapa Nui lacked a strong legal basis. The Chilean State, on the other hand, avoided the discussion at first by being allied to the Company, but this position changed drastically. Between 1916 and 1917 a conflict ensued and the State tried to reclaim the lands by forging a short-lived alliance with the indigenous Rapanui. This diminished the power of the Company and significantly increased the State's power while the Rapanui were still denied their legitimate rights over their lands.

Una de las claves en la historia de Rapa Nui entre fines del siglo XIX y en el siglo XX es el problema de la propiedad de la tierra. Con tres actores ocupando el escenario de la isla en ese tiempo, había tres interpretaciones diferentes. La comunidad Rapanui aseguró siempre no haber vendido tierra alguna. La Compañía Explotadora de Isla de Pascua intentó siempre evitar la discusión debido a la carencia de una base legal sólida para justificar su dominio sobre casi toda la tierra. El Estado, por otra parte, evitó la discusión en principio al estar aliado con la Compañía pero esta posición cambió drásticamente. Entre 1916 y 1917 un conflicto se suscitó y el Estado intentó reclamar todas las tierras de la isla formando una efímera alianza con los Rapanui. Esto disminuyó el poder de la Compañía e incrementó significativamente el del Estado mientras los Rapanui permanecieron desprovistos de sus legítimos derechos sobre la tierra.

“ALLIANCE, n. In international politics, the union of two thieves who have their hands so deeply inserted in each other's pockets that they cannot separately plunder a third”

Ambrose Bierce, The Devil's Dictionary

Introduction

As other authors have noted (see Foerster 2011, 2012; Fuentes 2011), the history of Rapa Nui between 1888 and 1953 should be analyzed as the interactions between the vertices of a triangle formed by the Rapanui community, the Compañía Explotadora de Isla de Pascua (from now on referred to as CEDIP), and the State of Chile. The evolution of these actors and their ties are complex. At first, the Rapanui community upheld common interests, but later on, they diversified their actions towards the other two powers. Deprived of sovereign power, the Rapanui community aligned themselves with three different factions, as has been shown elsewhere (Moreno Pakarati 2011a). The foreign private interests in Rapa Nui began as a commercial venture created by Jean-Baptiste Dutrou-Bornier in the 1870s. Passing through various forms, it ended as

an operating company known as the CEDIP in 1903. The power of this company remained at the apex of the triangle following the murder of King Simeón Riro Kāiŋa a Ngure in Valparaíso in 1898 (see Sanchez Manterola 1994; cf. Foerster 2010) until the revolt led by María Aŋata Veritahi in 1914 (see Castro Flores 2006, 2011; McCall 1992; Routledge 1919:140-149; Vives Solar 1917). The State of Chile, meanwhile, remained mostly distant and watched the island from the sidelines on the mainland. This meant that they needed to exercise their authority only through the occasional visits of warships (the sporadic *Angamos* visits followed by the usually annual *Baquedano* visits in later years) which proves how confident they felt about their influence on the island. The State's "passive" form of power was exploited by the Company to subdue (or control) the indigenous Rapanui during the period from 1898 to 1914. This resulted in the supremacy of a strong alliance between the State and the Company during this time. However, following Aŋata's Revolt, the State separated itself from the Company, deciding finally to break their passive approach by placing permanent representatives (the *Subdelegado Marítimo*, or Maritime Subdelegate, independent of the CEDIP) on the island. The first representative was José Ignacio Vives Solar.

Shortly after Enrique Merlet's original contract expired in 1915, conflict arose between the Company and the State from 1916 to 1917, during which time the powers of both parties on the island were challenged. The triangular order of power was tested. In 1914, the islanders, defiant against the Company (but not yet against the Chilean State), organized the famous Añata's Revolt against this private exploitation. Only a year later, Juan Bautista Cousin, a French employee of the CEDIP, was ritualistically executed on August 22, 1915 (Foerster 2012). Both actions would lead to strife among the Chilean authorities about the real situation on Rapa Nui between the exploiters and the indigenous community. After the extension of the Company's lease on the island on June 21, 1916, the military vicar Bishop Rafael Edwards Salas visited the island in July and witnessed the living conditions. After his return to the mainland he started a fierce campaign against the CEDIP.¹ The plot thickened with the one-sided attempt of Enrique Merlet to delineate the borders of the lands he claimed as his property on September 27th of the same year. With this, he intended to register these lands in the Real Estate Registry. However, this triggered the immediate government's counteraction, terminating the lease agreement with the Company. A convoluted legal battle followed, which has been thoroughly analyzed from each interested party's perspective (Rocuant 1916; Vergara 1939) as well as from the neutral and interesting work of Foerster (2011). The outcome of this conflict favored the Company through the establishment of the "Temperamento Provisorio" (A provisional code to end the differences) on May 5, 1917. These regulations safeguarded all land as the Treasury's property but allowed the CEDIP's rule over the island to continue once again. In establishing this agreement, both parties were satisfied, but as usual, the new rules did not consider the third vertex of the triangle: the indigenous Rapanui.

Among the consequences of the conflict was the dispatch of a commission to Rapa Nui in June 1917 aboard the *General Baquedano*. Of particular interest for this article is how indigenous Rapanui took part in field studies carried out on the island, even though it was purely instrumental. With this, I would like to illustrate two points. First, how the Rapanui, who were usually ignored in most of the decisions made about the island (which were made within the walls of an office in Chile, situated 3800km away), were used by the State when the circumstances warranted their inclusion. The State and the Company negotiated with each other exclusively, ignoring the indigenous owners of the land. They only included the Rapanui on rare occasions, so the inclusion of indigenous Rapanui is an interesting exception to the rule in these cases. Second, even if we consider the land purchase contracts by Dutrou-Bornier and John Brander

as valid, ownership of most of the land on the island still fell to the Rapanui, even though this fact was ignored by the other two vertices of the triangle.

The Problem of the Limits of Land

The aim of this paper is not to discuss the illegitimate ownership of land by the CEDIP (which seems obvious) or the problems associated with sovereignty. This subject is discussed in various books and articles written with a legal approach (Rochna-Ramirez 1996; Rocuant 1916; Vergara 1939). Different approaches can be found in the works of the Council of Rapa Nui Elders in 1988 (Consejo de Jefes de Rapanui et al. 1988) and in a recent article by Edmundo Edwards (2011) as well. It is enough to state that "Las tierras de los individuos no tenían deslindes definidos, dado que eran comunitarias, pero sí existían diferentes derechos de uso en un mismo territorio" [the lands of individuals did not have defined boundaries, since they were communal, but there were different rights of use within a given territory] (Consejo de Jefes de Rapanui et al. 1988:283). However, it might be useful to define, through a brief historical sketch, what the situation was when the Commission arrived in 1917 in order to establish our position about this.

The first known land purchase contract on Rapa Nui was that made by the missionary Hippolyte Roussel on the 5th of October in 1868. In this deal, he acquired 335 hectares comprising the territory within Haja O 'Ua, Haja Roa and Puna Poho on the west coast and Vai Raja, Tu'u Tapu and Puna Pau in the interior (Vergara 1939:113, Anexo XIV; also see Conte Oliveras 1994:253). The boundaries encompassed a large part of the modern town of Haja Roa. A second land purchase contract for 300 hectares (in Vaihū) was issued to the Catholic Mission on December 2, 1869, which was represented by Gaspar Zumbohm. The church of Tahiti preserved these contracts and even kept a map documenting the exact location of their 635 hectares on Rapa Nui.

Two other land purchase contracts with known details exist. These were part of the State Council Archive of the town of Sainte-Marie de Rapa Nui (a name given to Haja Roa between 1868 and 1871), but, unlike the first two, these contracts do not point out clear limits and instead give only an approximate location. The first one dates to June 10, 1869, when Dutrou-Bornier bought "the lands of Ko Hipa and the surrounding area" in the depopulated region of Hotu 'Iti. The second one is the contract of May 9, 1873, when Christian Hans Schmidt (Dutrou-Bornier's second in command) acquired 1,031 hectares in the sector of Ma'uña Tea-tea in the same region (Vergara 1939:119-120, Anexos XVI-XVII). These two properties were later acquired by John Brander's son at an auction in June 1884 and were

later questioned by the Commission in 1917 because they failed to show defined boundaries.

Another important document is an inventory written on September 7, 1889 by John Brander, Jr. about the properties he owned on the island. In this document, entitled “Inventario de las Propiedades de John Brander en Rapa Nui” he declares as his estate (emphasis added):

“Una extensión de terreno *como de unas 700 hectáreas más o menos* en Mataveri, y otros pedazos más, diseminados en varias partes de la Isla, que sólo he indicado al señor Toro, no señalándole sus deslindes por no tener en ésta los documentos y por creerlos innecesarios, pues los límites de dichos terrenos los entregué a don Policarpo Toro por una escritura pública en Tahiti.”

[A plot of land of about 700 hectares, give or take, in Mataveri and other pieces scattered over the island. I only showed them to Mr. Toro without indicating their borders since I don't have the documents with me. I think they are unnecessary because I gave them to Policarpo Toro through a public deed in Tahiti.] (Vergara 1939:148, Anexo XXV).

This is almost the same as an earlier statement by Brander in an 1887 letter to Policarpo Toro: “The land of Mataveri comprises a piece of land of seven hundred and six hectares, besides nineteen other pieces, situated round the Island” (Vergara 1939:92, Anexo III).

Where are these original documents? These descriptions differ significantly from the statement in a later contract of sale from Brander to Enrique Merlet in May of 1895. This one surprisingly stated that excluding small properties that may have belonged to the Chilean Government (previously owned by Alexander Salmon and by the Catholic Church),

“La superficie de la Isla es de propiedad de Brander, con excepción de pequeñas hijuelas si las hay, que puedan pertenecer a los indígenas o de terrenos que no representan valor alguno para el cultivo, habitaciones o fines análogos. Estas excepciones, si las hay, no representan sino un valor insignificante con relación a la propiedad materia del presente contrato.”

[The surface of the island is owned by Brander, except for small parts if any, which may belong to the indigenous people or to lands that do not represent any value for cultivation, habitations, or similar purposes. These exceptions, if any, represent only an insignificant value with relation to the subject matter of property in the present contract.] (Vergara 1939:151, Anexo XXVI).

All contracts between the Company and the State were signed based on this fallacy. By replacing “a plot of land of around 700 hectares and 19 pieces scattered around the island” for “the entire surface of the island except for small parts”, Brander ignored the Rapanui people who remained – even legally – the owners of most of the surface of Rapa Nui.

Finally, there are several unknown contracts in the dispute over land claims that took place in the tribunal of Pape‘ete during the liquidation of the assets of the Dutrou-Bornier/Brander Company. These could represent the other 19 scattered pieces of land in various parts of the island. In the book sponsored by the CEDIP and written by the lawyer Enrique Rocuant in 1916, the following place names appear as Brander’s lands in 1884:

“Kohipa, Hangahuiha, Koveraahuka, Koakanga y Kohehu, Hanga Mahiko, Moaitatai, Hangatintinga, Koamangaro, Papahopea, Koaranini, Hopukumeamea, Ana-kena, Hangahono, Hanga-Piko, Vaimoi, Kureti y Moaiava, Hangatuhati, Anoock, Kononu y Nuvanuva, Vinapu, Hangatiko, Mataveri y Piano-Kau, Utu-iti, Nonga-teatea, Haga-Piko-Apina, Vaihopua y Ninepu, Koheki, Poomaga” (sic) (Rocuant 1916:62).

He did not specify areas or boundaries. In the 1988 book by the Council of Elders, they included the sale prices, districts of each of these lands, and partially corrected names of most (Consejo de Jefes de Rapa Nui et al. 1988:288-289). The resident Rapanui in French Polynesia reclaimed their land rights, but the land tribunal did not consider these demands with the puerile argument that these indigenous peoples lacked any verifiable land title or deed (Consejo de Jefes de Rapa Nui et al. 1988:291-292). The claim provided descriptions of the lands supposedly sold to Dutrou-Bornier, but they are somewhat vague (Rocuant 1916:63-66). It is unbelievable that the tribunal considered Dutrou-Bornier’s contracts valid in Tahiti, especially since they did not indicate the extension or the limits of each territory and also exhibited other irregular issues, discussed below. In the words of Steven Roger Fischer, “These lands had never been surveyed, and even in the various filed *certificats de vente* at Pape‘ete their boundaries were but vague tribal and topographical approximations” (Fischer 2005:151).

The studies that were published from a Chilean “legal” point of view (both, pro-Company and pro-State) have not taken the following concrete fact into account: that Rapa Nui had its own government and authorities at the time of the dispute (during the 1880s), as I have discussed elsewhere (Moreno Pakarati 2011b, see also Tuki Hey et al. 2003). There is no doubt that the island was not under French jurisdiction and no other

nation claimed rights over the island. Therefore, the Tahitian tribunals had no right to make determinations about territories beyond their jurisdiction. In the case of the land contracts, these were presented by only one of the interested parties (the “buyer”, Dutrou-Bornier, or the man who got his property, John Brander, Jr.). Neither the counterpart (the “seller”, the Rapanui) nor any witnesses appeared to testify in the Tahitian court. The argument gains momentum if we consider the criticism written by an eyewitness, such as Father Roussel, about the legality of Dutrou-Bornier’s contracts of sale (Roussel 1994:267). The testimony of Tepano Jaussen, Bishop of Axiéri and a dozen Rapanui in the same Tahitian tribunal corroborated this. By 1882, a Rapanui Catholic monarchy and a Council of Chiefs independently exercised political power in the nearly depopulated island of Rapa Nui. Therefore, contracts ratified by a foreign tribunal were not valid on Rapa Nui even if the process was impeccable to the eyes of the Tahitian and Chilean tribunals.

Both John Brander Jr. and later Enrique Merlet (of the Company) negotiated with the Chilean Government (the State) based on these contracts since 1888 without determining the boundaries or areas of these lands until 1917 (as discussed below). Why did it take so long to try to elucidate this situation? Perhaps it was because neither of the parties involved thought it was convenient to clarify these obscure contracts. By ignoring the problem, they made it “disappear”. There were two powerful parties in the triangle for which it was convenient to continue their practices without clearing up the murky legitimacy of the land sale contracts and ownership of land, to the detriment of the third party (the indigenous Rapanui). This scenario changed only because of the impertinence of Enrique Merlet that led the State to change alliances, seeking support from the indigenous Rapanui to strike the Company at its Achilles’ heel: the lack of legitimacy in their land rights.

On the other hand, the Rapanui still trusted the Chilean State. This assertion is corroborated by most of the evidence. A clear example is the willingness of the Rapanui to testify in the trial held aboard the *General Baquedano* warship following Añata’s Revolt in 1914 (Consejo de Jefes de Rapa Nui et al. 1988:304-349). For the Rapanui, the main enemy was the Company, and Chile represented a potential ally despite its absence from the island scenario. Acting at most once a year through the *Baquedano*, Chile was still a powerful entity to which the islanders could appeal to remedy the inequity caused by the Company’s behavior (see Castro Flores 2011:117-118). The Rapanui kept this rebellious stance against the CEDIP and maintained friendly relations with the State – despite the multiple disappointments in 1896, 1902, and 1914 to name the most obvious – until the end of the

1920s at least. Afterwards these complex relationships become more ambiguous. The Rapanui shared the island with the Company every day and since the Chilean presence was sporadic, the CEDIP became – on this scale – their most problematic and more immediate rival. Furthermore, with the Chilean ship came the Church, who was necessary for spiritual comfort in the devoutly Catholic Rapanui society. Priests such as Zósimo Valenzuela and Rafael Edwards arrived on Navy ships to the island many times during this period. However, I believe that by the time of the Commission’s presence in 1917, the Rapanui had already abandoned the idea that they could gain something from the State, and only aspired to reduce the stubborn power of the CEDIP. It is easy to see this short-lived alliance between the Rapanui and the State versus the Company as part of a dynamic in which one player used the other (and was in turn used) at the expense of the third one. Stripped of their lands and mistreated, the Rapanui would not miss the opportunity to be on the winning side for a change.

The “Provisional Code” and the 1917 Voyage of the *Baquedano*

On November 17, 1916, the State terminated the contract with the CEDIP, transferring all their assets and rights to the Chilean Navy. This forced all employees of the Company, including the manager Henry Percival Edmunds, to leave the island (Vergara 1939:50). The actions of Bishop Rafael Edwards and his complaints following his trip to Rapa Nui in mid-1916 were a huge influence in this decision (Foerster 2011). However, as usual in the Chilean administration, this new state of affairs and the big plans in light of the new situation had few lasting effects on the island. An advisory committee with well-known names was gathered by the government to study legal and administrative problems and to “Proponer al Gobierno las medidas conducentes a salvaguardar los intereses fiscales y mejorar las condiciones de vida de los isleños” [propose measures to the State in order to safeguard the interests of the National Treasury and improve the living conditions of the islanders] (Vergara 1939:50). However, this committee did not meet until many years later. The main result of the conflict was arguably the halt to Williamson & Balfour, but in practice, this was not noticeable on the island at all.² Therefore, following an intense propagandistic campaign, the Company proposed a new agreement in May 1917 called the “Temperamento Provisorio” [“Provisional Code”]. This was only slightly modified by the government “Mientras se resuelve en definitiva sobre la delimitación de los derechos que corresponden en la Isla al Fisco y a la Compañía” [until a final decision is made about the real

limits of the rights of both, Company and State, on the Island] (Vergara 1939:183). This allowed the CEDIP to continue to fulfill their tasks in sheep farming while resolving their differences with the State. However, this “Provisional Code” would extend for nearly 20 years...

In this context, on May 27, 1917, the Chilean navy ship *General Baquedano* sailed from Iquique under Lieutenant Commander José Toribio Merino. On board was the bishop Monsignor Rafael Edwards Salas, who had already made his first – and controversial – visit to the island during the previous year. This time, Edwards led a committee that planned to study diverse subjects relating to the island scenario at the time and carried humanitarian aid for the Rapanui. Along came missionaries Bienvenido de Estella – who stayed for eight months and left accounts of his experiences on the island (Estella 1919, 1920, 1922) – and Modesto de Adiós. A motley crew with different purposes also traveled on board. The Swedish scientific expedition led by naturalist Carl Skottsberg published accounts and scientific works about their visit (Skottsberg 1920). The new subdelegate Exequiel Acuña Landeros arrived with his large family to represent the State. Two families of Chilean settlers were a *déjà vu* of the failed Chilean colonizing attempt in 1888 (among them was Antonia Calderón, who would later have a Rapanui family). Finally, the manager of the Company, Mr. Edmunds, also returned on this voyage after recovering his powers with the Provisional Code.

The presence of these passengers, as well as the cargo that was destined for Rapa Nui, displeased the captain. In a letter sent to the General Director of the Navy he showed his irritation and hoped that measures would be taken:

[...] que impidan que esta parte de los viajes de instrucción de la Baquedano pierdan su carácter y se conviertan primero en abastecedores de la Isla, y después se aprovechen para sacar sus productos y traerlos al continente con peligro para la salubridad del resto del país por tratarse de un lugar infestado por la lepra [...] El Supremo Gobierno debe solucionar esta situación porque hasta el concesionario no posee actualmente buque para este servicio”

[... to prevent that this part of the instruction voyages of the *Baquedano* would lose their purpose and become firstly providers of the island. And [prevent] to be taken advantage of [by the islanders] to remove their products and bring them to the Mainland with danger to the health of the rest of the country since the place is infested by leprosy ... the Supreme Government must address this situation because the concessionaire [the Company] does not even have a ship to provide this service] (Toribio Merino 1917).

On June 15, the *Baquedano* arrived to Rapa Nui and anchored in La Perouse Bay due to bad weather. All passengers went ashore there and had to ride on horseback to Mataveri and Hanga Roa (Skottsberg 1920:3). On June 17, the ship sailed back with the previous Maritime Subdelegate José Ignacio Vives Solar, who left two illegitimate daughters on the island: Mahina Make, born to Graciela Make Nive (a daughter of the German Carlos Mack) on October 16, 1915; and María Dolores Pakomio, born on June 30, 1917 to Magdalena “Mamōe” Pakomio Añata. The Subdelegate would be replaced at the request of Bishop Edwards because of his “liberal sexual behavior.” Henceforth, the new Subdelegate, Exequiel Acuña, was a married man who travelled with his entire family to the island. The priests and members of the “Comisión de ubicación de tierras” (Land Commission) stayed on the island for nearly a month.

Field Studies of the Lands in Dispute

Immediately upon the *Baquedano*’s arrival, the first attempts were made to determine the location and extent of land allegedly owned by the CEDIP. This was done by the hands of their representative, Enrique Merlet, who in turn, obtained the lands from John Brander Jr., as documented in the minutes of the proceedings conducted in the Tahitian tribunals. On June 14, the officers of the Commission sent a note to the manager of the CEDIP – resident in Mataveri – Henry Percival Edmunds. In this note they asked, among other things, that he provided the “Ubicación, cabida exacta o aproximada y delimitación de las tierras que a continuación se expresan” [location, exact or approximate dimensions and boundaries of the lands indicated below] (Corbeta General Baquedano 1917: Oficio no. 120; see Table 1). However, Edmunds would answer with the following (emphasis added):

“Ubicación de tierras: Este punto me es del todo imposible contestarlo, pues no conozco casi ninguno de los nombres que me indica en su Oficio. Esto no es de extrañar, porque por motivo de lo subdividida que estaba la Isla en tiempos antiguos, cada pedazo de suelo tiene su nombre, llegando el caso que he contado en la extensión de una cuadra, como veinte nombres, de modo que *no es raro que muchas de las tierras citadas no tengan ni un décimo de cuadra* así como pueden haber otras de gran extensión.”

[Location of lands: This item is impossible for me to answer, because I don’t know most of the names that you indicate in your official letter. This is not surprising because of how divided the island was in ancient times. Every piece of land has its name and

I have been in the case when, in a block's length, I counted about 20 names. Considering this, *it is not strange that many of the mentioned lands do not measure even a tenth of a block* and there could be others of a large area] (Edmunds 1917).

It is no wonder that Edmunds did not recognize most of these poorly transcribed and unreadable names. In the face of the circumstances, the two officers in charge of the Land Commission, 2nd Lieutenant Julio Ilabaca León and Navy Accountant Alberto Barrientos Adriasola, turned to the knowledge of the Rapanui in order to determine the location and areas of said lands. On July 1, 1917, they gathered – in the presence of the new Maritime Subdelegate, Exequiel Acuña (later nicknamed “Vere ‘Oru” [Pig’s beard]) – “los naturales más ancianos de la isla [...] con el fin de atestiguar la ubicación y detalles particulares de los lugares mencionados en varias escrituras de compra-ventas a los naturales” [“the elderly natives of the island ... in order to clarify the locations and particular details of the places mentioned in various land purchase documents to the natives”] (Ilabaca 1917). Among those invited were several elders who worked as Katherine Routledge’s informants in 1914-1915.

The Rapanui chosen as informants were exclusively men:

- Porotu “Hoji a Tu‘a Kava” a Ure ‘Ao Viri (~1845-1924) from the Ure o Hei and Haumoana lineages. He was already an adult when Peruvian slave traders and Catholic missionaries arrived. He worked with Katherine Routledge as an informant in 1914-1915. Some recorded legends from Sebastian Englert’s time (resident priest on Rapa Nui during the period from 1935-1969) were heard by his informants from Porotu. His age was estimated by the Commission in 1917 as 70 years old. He had descendants among the Fati through his daughter.
- Joseph “Ioteva” Avimereka Mahereña (~1844-1918) from the Miru and Haumoana lineages. He was apparently the brother of María Añata Veri Tahī. He is not to be confused with Gabriel “Kapiera” Revahiva Mahareña who was in the leper colony at this time. “Ioteva” left no descendants but raised Graciela Make Nive (“Fandango”). He was estimated as being 78 years old in 1917.
- Esteban María Huki a Te Pou (~1846-1927) from the Tupahotu lineage and patriarch of the Huke (Huke or Huki) family. He married the daughter of Naporeone Kaituo‘e a *tañata hōnui* of the Miru tribe and left many descendants. By this time he worked for wages for the Company. His age was estimated at 70 years old by the Commission in 1917.
- Fabián “Papiano” *Reñama‘eño* ‘Iti (~1847-1926) also from the Tupahotu lineage. Father of the Rapanui foreman of the Company during the beginning of the 20th century, Urbano Manava. According Vives Solar’s account, Reñama‘eño protected Koreto and her daughters from the murderers of Dutrou-Bornier in 1876 (Vives Solar 1920). His age was estimated at 80 years old by the Commission in 1917.
- Eutimio “Haro Mamōe” Rañitopa a Te Ka‘i (~1850-1922) from the Ure o Hei and Ra‘a lineages. He left no descendants but raised María “Tito” Carmela, daughter of his wife Anastasia “Neke” Huki Kaituo‘e, who had many children. Rañitopa was one of Routledge’s informants in 1914-1915. The Commission estimated his age at 80 years old in 1917.
- Juan “Ioane” Nuku Vavara, sometimes nicknamed “Juan Cruz” (Englert 1980:84-85) (~1842-1926), from the Tupahotu and Miru o Kao lineages. He had three children, none of whom had descendants. Nuku was Juan Tepano’s uncle and had relics in a family cave in the cliffs north of Ahu Te Peu. He was also considered a wise old man by the next generation of informants, especially those of Englert.
- Ramón “Paramoni” Te Haha a Ure ‘Iti (~1851-1918) from the Miru Nui-nui lineage. He left no descendants. Te Haha mentioned being, in his infancy, a *tu‘ura* of the ‘*ariki* Nga‘ara, who died in 1860. He was also one of Routledge’s informants in 1914-1915. His age was estimated at 60 years old in 1917.
- Román “Oromana” Hei a Pa‘eña (~1851-1927), sometimes called Ramón or Germán, of Marama and Ngaure lineages. He was the patriarch of the Hei (Hey) family. He was father of three daughters and appears as an informant of Katherine Routledge. His age was estimated at 80 years old by the Commission in 1917.
- Buenaventura Te Hatireña a Roñopu‘a (~1859-1932), called “Fati”. From the Ngaure and Marama lineages, although he was born in Omohi due to a coincidence. He had six children, of whom only one had descendants. He was another of Routledge’s informants, probably the youngest besides Tepano. His age was estimated at 70 years old by the Commission in 1917.

As an interpreter, Juan Tepano Rano “Parare‘e” (~1872-1947) appeared again, just like three years before during the Routledge expedition. He was appointed by the Navy as the chief of the Rapanui since 1902. Tepano was not liked by the more radical Rapanui factions because of his *realpolitik* approach. He became culturally influential because few indigenous Rapanui

tried to keep the island memory alive as much as he did. That is why he was close to the elders and became well versed in oral traditions. Through Tepano and the lepers, knowledge from oral traditions was transmitted to the new generations and to foreign scholars.

The members of the Commission, Ilabaca and Barrientos, created a document with these wise Rapanui based on the lands mentioned in the contracts of sale, as they appeared in the Company's book. This helped to correct the names of each site, to determine their meaning (translated by Tepano) and to locate them on the map. The results are invaluable material for the knowledge of ancient place names on Rapa Nui (see Table 1 for the corrected names). At the end of the document, all *korohu'a* signed with crosses while Tepano, the Subdelegate, and the two men in charge of the Commission signed with their names (Figure 1). Finally, the document was sent to the *Baquedano* on July 1st.

In late June, the Commission started the field studies of visiting the sites to determine their boundaries. Following the advice of former Subdelegate Vives Solar and manager Edmunds, two Rapanui joined the field sessions: the elder Porotu a Ure 'Ao Viri and Juan Tepano. Lieutenant Ilabaca states the following about the Rapanui assistants: "Porotu manifestó siempre

tener muy buenos conocimientos geográficos de la localidad y Juan Tepano es sin duda el natural más ilustrado de la isla y habla regularmente el castellano por haber estado largas temporadas en Chile" [Porotu always showed excellent geographical knowledge of the locality while Juan Tepano is without a doubt the most enlightened native on the island and he regularly speaks Spanish, having lived in Chile for long periods of time]. He also adds that "Porotu es un hombre inteligente, de muy buena memoria y que goza de merecida reputación como conocedor de la Isla." [Porotu is an intelligent man, with a very good memory and he enjoys a deserved reputation as a connoisseur of the island]. The intention of those in charge was to take other elders to the field too, however, most of them were "demasiado ancianos y achacosos" [so old and ailing] that "no podían montar a caballo" [they could no longer get up on a horse] (Ilabaca 1917). That is the reason why they carried on the research with only the two aforementioned men. They consulted other *korohu'a* later just to confirm the observations made in the field.

The fieldwork required several days to go to distant and dispersed sites across the entire island and resulted in a series of hand-drawn maps (e.g., Figures 2 & 3). The team carried information obtained from the document

Regions	Lands	Corrected (1917)	Actual Name
Utuite [Hotu 'Iti]	Kohipa	Ko Hipa	Ko Hipa
	Hanga Huiha	Hangaikiri	Haja 'Ika 'Iri
	Kovervauka	Ko Vero Auka	Ko Vero a 'Uka
	Koakanga y Kohehu	Ko Akahanga/Ko Eu	Akahanga/Ko 'Eu
	Hanga Mahiko	No correction made	Haja MaiHiku
	Moaitutai	Moai Tutahi	Moai Tu'u Tahī
	Hangatintingā	Hanga Teetenga	HajaTēteja
	Koamangaro	Ko Maunga Roa	Mauja Roa
	Vaimoai	Vai Moai	Vai Moai
	Hangatuhate	Hanga Tuhata	Haja Tu'u Hata
	Northeast Coast	Papahoepa	Papa Oteo
Karanini		Aranihinihi	'Ara Nihi-nihi
Hopukuameamea		Puku Kainga Meamea	Puku Kaija Mea-mea
Anakena	Anakena	No correction made	'Ana Kena
Angapiko	Angapiko	Unnecessary to investigate	Haja Piko
Mataveri	Ruroki y Mociava	Kureki/Moihava	Kureki/Moai Hava
Vinahu	Vinahu	Vinapu	Vinapū
	Hangahono	Hanga Ho-onu	Haja Ho'onu
	Nuranura	Koterunaruna	Ko Te Runa-runā
	Anoock-Komenu	Ana O Hoka/Ko Memu	'Ana O Hoka/Ko Memu
	Hanga Piko	Unnecessary to investigate	Repeated
	Mataveri y Piano Kau	Unnecessary to investigate	Mataveri/Rano Kau

Table 1. List of lands as outlined by Merlet with actual names noted.

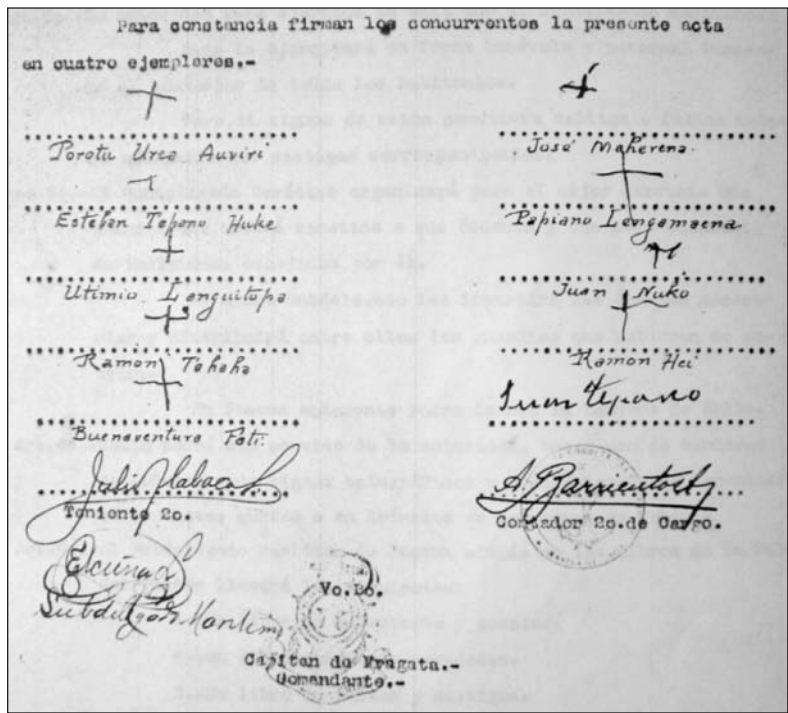


Figure 1. Signatures at the end of the document. The Rapanui elders signed with crosses except for the younger Juan Tepano, the fifth in the right column. The other signatures are from Officers Ilabaca and Barrientos, and the Subdelegate, Exequiel Acuña.

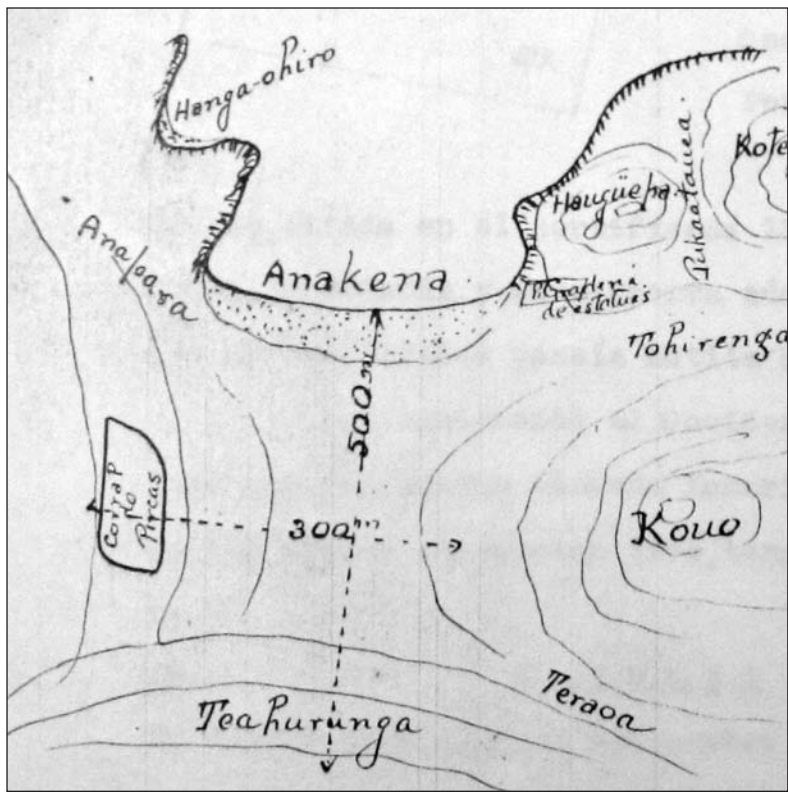


Figure 2. Map of the 'Anakena area drawn by the 1917 Commission.

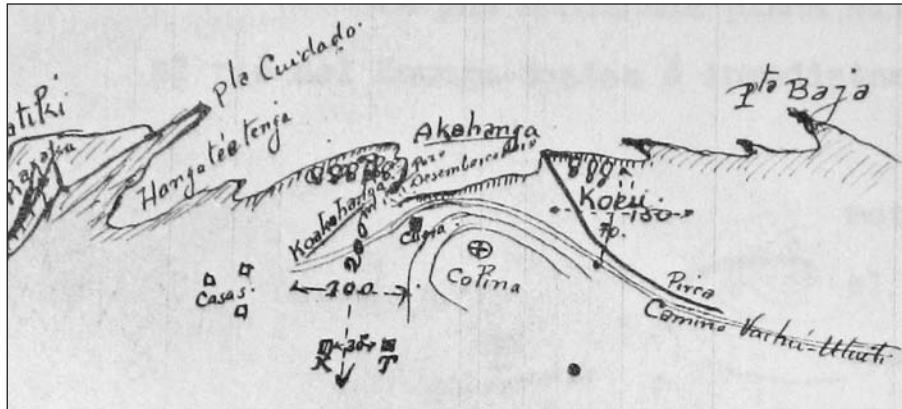


Figure 3. Map of the Akahanga area drawn by the 1917 Commission.

made with the elders and they also used the knowledge of the old man Porotu.³ The results of the fieldwork were issued in a document that included site-specific plans and a detailed description. However, contrary to the expectations of the Chilean authorities, the sites never had clearly defined boundaries and Porotu found it difficult to point out their exact borders. Some of the sites were very small areas or single individual landmarks, so the Commission concluded that the lands in dispute had reduced dimensions. Sometimes, Porotu stated that he knew or heard about some of the Rapanui listed in the original sale contracts as inhabitants of these territories supposedly sold to Dutrou-Bornier. It was considered unnecessary to review the lands of Rano Kau, Mataveri, and Hanga Piko, being the only lands whose total area was detailed in the sale contracts between Dutrou-Bornier and the islanders. Upon returning, the work in the field was again collated with information from other *korohu* 'a, "unanimously" matching all with that which was described by Porotu (Ilabaca 1917).

Conclusions

The Chilean Land Commission's interpretation was that the lands bought by Dutrou-Bornier between 1869 and 1876 comprised only 921 hectares (of which 706 belonged to Rano Kau, Mataveri, and Hanga Piko). This number is even lower than the one stated by Víctor Vergara in his 1939 study (2275 hectares) and surely does not represent "toda la superficie de la Isla con excepción de pequeñas hijuelas" [the entire surface of the island with the exception of small portions] (Vergara 1939:40).⁴ This low figure was reached by the Commission through a *sui generis* interpretation of the land purchases made by Dutrou-Bornier. Considering the information received from the indigenous participants and the large number of place names that exist on the island, those in charge determined that each new place name represented a limit for the previous name. This

approach gave figures of a few hectares for each plot of land and approximate boundaries were obtained for the places acquired by the French captain.

It is difficult to believe, though, that this work had determined the exact limits of each site. Accuracy in delimitation did not exist on Rapa Nui and in many cases, when mentioning a specific site, the Rapanui also referred in vague terms to the surrounding area. Since these sites were neither delimited by the original owners nor by Dutrou-Bornier (the Frenchman never bought parcels, but undefined and undetermined areas), the borders had to be defined by the Chilean Commission and for this they used place names as boundary markers. Carlos Charlín Ojeda tried to list and classify Rapa Nui's place names in the 1940s. Unfortunately, his book contains a large number of errors, especially in the translations (Charlín 1947). Similar results were obtained in the less ambitious work of Carlos Duque Tapia in 1982 (Duque 1982). The problem is that the island's place names are not appropriate as boundary markers. Some, like Poike, Roïho, Öroi, and Hotu 'Iti, for example, represent extensive areas containing many sectors or smaller geographical sections, each with its own place name. This proves how inconsistent the results are in Ilabaca's document. Each new place name does not necessarily represent a limit to the previous place name. On the other hand, decades later, the Council of Elders presented a radical interpretation. In their 1988 book they state: "Al decir por ejemplo [...], Anakena, se refiere a una cueva de más o menos 5x6 metros y no, como se dice, que es un sector, puesto que cada piedra y cueva tienen su propio nombre" [To say for example ... Anakena, it refers to a cave of approximately 5x6 meters. It is not, as they say, a district, since every rock and cave has its own name]. They also state that Puna Pau and Vai Ranga refer to two water basins "of 2x2 and 4x5 meters" (Consejo de Jefes de Rapa Nui 1988:289-290) which is true if interpreted from the "legal" approach used by Company owners

to legitimize their properties. It is clear that Dutrou-Bornier wanted to register large areas of the island as his property. But since he did not include the borders in these contracts, the other two parties in the triangle interpreted them as they saw fit.

Finally, the field studies did not consider the 1031 hectares of land bought by Christian Hans Schmidt on May 9, 1873 on behalf of Dutrou-Bornier. These purchases were made of “the lands of Maunga Teatea” in the Poīke region. So, 1031 hectares must be added to the 921 determined by the commissioners as the Company’s property. This results in a total of 1952 hectares, which is a figure closer to Vergara’s estimate of 2275. This is outlined below with reference to Figure 4, which shows the distribution of the property of the Company that was recorded by the 1917 Commission.

In accordance with the field studies of 1917, Figure 4 does not include the lands of Ma’uŋaTea-Tea in the Poīke. The map shows how evenly distributed the lands acquired by Dutrou-Bornier are throughout the island. It becomes clear that the Frenchman did not intend to buy countless small sites, but rather, extensive areas to cover the entire island except for the Catholic Mission’s lands. In the list of contracts, the 706 hectares in Mataveri and Rano Kau were bought

for the ridiculous sum of 100 Francs (in kind). Dutrou-Bornier paid similar prices for other properties and larger sums up to 580 Francs for ‘Anakena and 200 for Akahanga and Ko ‘Eu (Consejo de Jefes de Rapa Nui et al. 1988:288). Obviously, they were meant to be at least of an equivalent size in these fraudulent contracts. Missionaries such as Hippolyte Roussel stated that the land purchases were questionable. He refused to sign the contracts of Dutrou-Bornier because “tales compras se habían realizado bajo la presión del fusil en detrimento... sobre todo de los huérfanos” [such purchases were made under gun pressure to the detriment of the orphans especially] (Roussel 1994:267). Orphans became heirs to vast areas because of the enormous mortality produced by the smallpox epidemic of 1863-1864 and the tuberculosis and flu epidemics of 1866-1871.

In the sector of the north and northwest coast, the Frenchman obtained just two small sectors. ‘Ara Nihinihi, is the name of a trail near Ahu Ma’itaki te Moa, and Puku Kaiŋa Mea-Mea is a hill in the surroundings of Ahu Vai Matā near the Vai ‘Uru water basin. Therefore, this is the zone with the lowest density of “properties” of the Frenchman. These were the lands of various Miru clans, such as O Kao, Toko Te Rangi, Hamea, and Ra’a.

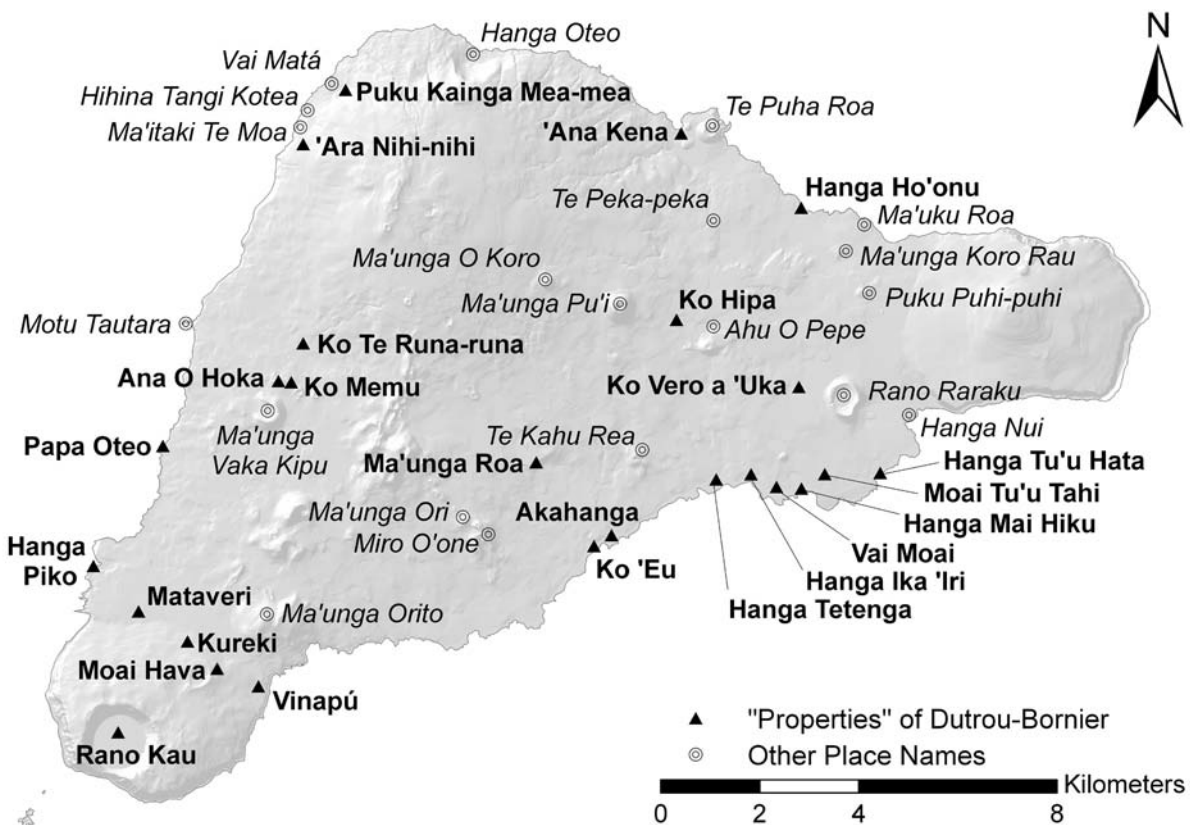


Figure 4. The island of Dutrou-Bornier? The “properties” of Dutrou-Bornier and later of the CEDIP, indicated by black triangles and names in bold. Some additional place names included for reference.

The Miru were allies of Dutrou-Bornier during his conflict with the Catholic missionaries because some of their leaders (such as Ngure and Kaituo'e) wanted to restore the pre-Catholic religion and customs.

In the northern sector, the contracts pointed out *Papa Oteo*, a flat rock just north of Ahu a Kapu, between the bay of Haŋa Kio'e and Hiku o te 'Ika. *Ana o Hoka*, is a cave in the Roŋho sector between the hills Hiva-Hiva and Ma'ea Mahoru. *Ko Memu* is the name of plain near the Hiva-Hiva crater. Finally, *Ko te Runa-Runa* is a big plain where the well-known Ahu Akivi (Ahu a Tive) is located (in reference to the *ahu's* name, see Barthel 1962:101). This was the ancestral territory of the Marama tribe, who slowly fell under the sphere of influence of the Miru during the late pre-European times.

The southwestern sector contains the area where Dutrou-Bornier lived, as well as the future managers of the CEDIP (with the exception of Alexander Salmon): *Mataveri*. Also, *Kureki* and *Moai Hava* (written as *Moe Hava* by others) are two specific landmarks between the crater called Te Manavai and the Orito hill. *Rano Kau*, of course, is the largest crater on the island. *Haŋa Piko* is a small bay which is now the main port of Rapa Nui. Finally, *Vinapū* is a sector in front of three *ahu*, one of these called Tahiri (also referred to by some as "Tahira" presently) (Mulloy 1961). This district used to be the territory of the Haumoana tribe.

The southern sector contains three specific places. The village of *Akahaŋa* was one of the most important and populated areas on the island before European contact. This one could have hardly been sold completely to Dutrou-Bornier by a single person or a reduced group of people. *Ko 'Eu* is the plain that stretches in front of Ahu Ura 'Uraŋa Te Mahina. *Ma'uŋa Roa* is a small hill that is covered today by eucalyptus. It overlooks the plains leading down to Akahaŋa. These lands were abandoned when the population was uprooted in 1868 to be confined to Haŋa Roa. One of the greatest rivals of Dutrou-Bornier and his allies of the Miru tribe was a Rapanui convert and *taŋata hōnui* of the Ure o Hei tribe, Tepano Roma a 'Ure Mo'eŋa. He was originally from the village of Akahaŋa as noted by Father Roussel (1973). It is difficult to imagine that the lands of Roma would have been cleanly sold to the Frenchman. This could have been possible only after 1871 when Tepano Roma departed for French Polynesia. Perhaps these lands were sold illegitimately by another Rapanui. A similar thing can be said in all sales where the legitimate owners were not involved. One example of these irregular sales is the one of Ma'uŋa Tea-Tea by Ngure, chief of the Miru of Anakena, to Christian Schmidt in 1873 (Vergara 1939:120). This is the sector of the Marama, Nga 'Ure and Ure o Hei tribes.

The eastern sector contains the densest area of properties specified in the land sale contracts. These

consisted of four bays: *Haŋa Tēteŋa*, *Haŋa 'Ika 'Tri*, *Haŋa Maihiku*, and *Haŋa Tu'u Hata*. Surely these names were also assigned to the villages that existed in front of the coastline. It is known, thanks to the information provided by Roussel that *Haŋa Tēteŋa and Haŋa Maihiku* had two fairly populated villages (Roussel 1973). So, again it is impossible that these whole lands had been sold legitimately by a single person or a small group. *Moai Tu'u Tahī* is an *ahu moai* located inland from Haŋa Maihiku, surrounded by a large plain. *Vai Moai* is a sector to the south of Ma'uŋa Toa-Toa along the coast. *Ko Vero a 'Uka* and *Ko Hipa* are two undefined areas in interior plains near the hill called Te O'i Reŋa (Today commonly known as Ma'uŋa Ana Marama). These used to be territories of the Tupahotu, Koro 'O Roŋo, and Ure o Hei (Hiti 'Uira) tribes.

The northeastern sector also had a low density of properties owned by the Company. As previously stated, *'Ana Kena* is a cave, but today that name designates the extensive area from Haŋa Ohiro to Hiramoko. This includes the bay Haŋa Rau o Te 'Ariki, the beach Morī a 'One and the plain of 'Oromaŋa. This sector belonged to the royal lineage of the Miru, descendants of Hotu Matu'a. Considering the fact that Ngure was still the chief of 'Anakena in 1873, Dutrou-Bornier could not have "legally" owned this land before this date. 'Anakena was also one of the most densely populated districts, meaning that any contract that sold all this land signed by one or a few individuals was not valid. *Haŋa Ho'onu* is a bay in the Tupahotu territory and was one of the most populated districts on the island. This invalidates any contract for the purchase of these lands as well. The lands of *Ma'uŋa Tea-Tea*, a sector corresponding to the Mokomae branch of the Tupahotu, were not included.

Dutrou-Bornier's intention was certainly to obtain most of the island from the indigenous Rapanui. He used immoral methods to do this, but his *modus operandi* was somewhat crude since the spurious character of the contracts is quite evident. In most cases, such lands were not owned by one person or a small group. The sellers were simply not the legitimate owners of what the Frenchman (and later the CEDIP) claimed it had been sold. The Commission of 1917 considered that Dutrou-Bornier's domains were less than 921 hectares. With this conclusion, they were also looking after the interests of the State. The Commission assumed the rest of the island's more than 16000 hectares as property of the Chilean Treasury (which was later ratified with the controversial inscription of 1933) forgetting the original owners. The maps of Brander at least considered certain areas as belonging to the indigenous Rapanui, but this was consciously ignored by the Chilean government. For Vergara (1939), 2275 hectares

belonged to the Company and 635 to the missionaries; he also considered the rest as State property. Where did the organized Rapanui live before that then? If the Rapanui sale contracts were recognized by the Tahitian court proceedings – by which all land studies are based – they *owned* lands that they sold. Moreover, we can seriously doubt the legitimacy of the vast majority of these contracts. Especially dubious are the contracts contested by the French missionaries and those signed after their departure in 1871.

The Tahitian court determined that these contracts were valid even though they had no jurisdiction over an island with its own sovereign leader (Atamu Tekena). But despite their flawed methodologies, the 1917 Commission showed that the lands acquired were probably much less than the Company imagined. The only problem is that they failed to show that all the rest belonged not to the Chilean Treasury, but to the Rapanui people.

Notes

1. Edwards' offensive can be traced through the press at the time: *El Mercurio*, *El Chileno* and *El Heraldo* of Valparaíso; *El Mercurio* and *Las Últimas Noticias* of Santiago (August – November); see Edwards 1918.
2. Much more influential for the Rapanui were the actions undertaken in 1914 as can be seen in the analysis of Foerster (2011) about the Company vs. State battle that appeared in the Chilean press in late 1916.
3. At this time, the younger generations of Rapanui were not familiar with areas outside Hanga Roa since they had been confined in the little area of town (like in a ghetto) since 1896 by the Company.
4. The total land area of Rapa Nui is more than 16000 hectares. Apparently Vergara was not aware of the 1917 Commission results for his own study.

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