

## THE STATEMENT OF INTENTIONS.

(After the SS had agreed to negotiations with the Banabans taking place on the basis of your 1946 Memorandum, it was decided that you should prepare a draft "Memorandum of Agreement", have it translated by Bauro, and brought or sent to Suva. That memorandum, which became the Statement of Intentions, was discussed by the Attorney General with Macdonald, and various changes incorporated in accordance with the former's advice).

### Questions.

1. Was the "Memorandum of Agreement" sent to Suva in advance of the arrival of Bauro and Maude, to be examined by the Attorney General and Macdonald, or was it brought with you when you came to Suva (on, I think, 5th May) ?
2. Did you participate in the discussions with Attorney General and Macdonald ?
3. Did Bauro participate in such discussions ?
4. Do you recall the various changes made ? if so, what were they ?
5. Did Bauro translate the Memorandum of Agreement prior to its being brought or sent to Suva ?
6. Did Bauro translate the whole of the Memorandum of Agreement - and the various changes - in Suva, and prior to going to Rabi on 7th May ?
7. Was statement of Intentions finally faired in Suva ?
8. Were a number of copies of Statement of Intentions made in (a) English and/or Gilbertese ?

(We flew to Buca Bay on the 7th May, and arrived in Rabi that evening by launch. Meetings were held with the Banabans on the 8th, 9th and 10th May, specifically regarding the Statement of Intentions, though on 12th and 13th May, there were informal discussions with Banabans in explanation of the consequences of their final decision).

### Questions.

9. Presumably at the opening of the meeting on May 8th Maude made a speech saying how glad we were to be there, etc., and the reason why we had come ?
10. Presumably there was a welcoming speech in reply ? if so, by whom was it made - Rotan or another ?

11. Were one or more of the (a) English and/or (b) Gilbertese versions of the Statement of Intentions handed out to the Banabans -  
(i) on the evening of 7th May; or  
(ii) at the commencement of the meeting on 8th May;  
or,  
(iii) at both times ?  
(This is a question of vital importance in my view).
12. Presumably, after the speeches (if such there were) each clause of the Statement of Intentions was then considered ?
13. Assuming the answer to 12 to be affirmative, this was done by Bauro reading out the clause in Gilbertese, translating questions asked, followed by discussions presumably ? (I exclude from this the numerous repetitive questions asked later in the period of three days).

(Consideration of individual clauses of Statement of Intentions). (I only mention below aspects of certain clauses which I specifically recall being the subject of discussion, although I am sure that all clauses were exhaustively discussed).

14. Clause (A)(1) and (2) - These were exhaustively discussed, as I recall. But did the allegations of Rotan that Rabi would be sold "over their heads" if they did not agree to stay on Rabi come up under this clause, or under Clause E (14), or in the repetitious discussion after each clause had been discussed ?

In paragraph 68 of your printed Memorandum of September, 1946, you recommended that, if the majority of Banabans did not wish to stay on Rabi, it should not be sold but be run by the HC as a copra estate under European management until the day when the Banabans decided to colonize the island voluntarily or the phosphate deposits on Banaba were exhausted and the Banabans compelled to migrate elsewhere (the profits from the estate being added to the Provident Fund). Did you bring this point out either in discussion on Clause (A)(1) & (2), or on Clause E (14), or in the later general discussions ? (This is very important as showing that there was never any intention to sell Rabi "over their heads").

15. (To interpolate, as I should have itemized this point earlier, have you a copy of your original "Memorandum of Agreement" which would answer some of the earlier questions ?) (If so, could I borrow it ?)

16. Clause (B) (3), (4) & (5) - I can remember a good deal of general discussion on this clause, though the only point I specifically remember (I suppose since I was the Fiji Government representative) was a request that the Fiji Government Reserve of 50 acres at Katherine Bay should be made over to the Banabans (as I think it subsequently was). Can you recall any other specific points on this clause ?
17. Clause (C) (6) - I recall a good deal of discussion about the point that Banaban funds should be used exclusively for the benefit of the Banaban community on Rabi. This was mainly raised by the older members of the community who hankered to return to Ocean Island. Can you recall any other specific points on this clause ?  
(See also Note 30 at end of these Notes)
18. Clause (C) (7) - I can recall only general discussion on this clause. It was only later, as far as I recall, that there was a specific demand that the Banaban Adviser should not be Chairman of the Board. Can you recall any other specific points on this clause ?  
(See also Note 30 at the end of these Notes).
19. Clause (C) (8) - Here again, apart from general discussion on the whole of Clause (C), I do recall that there was specific discussion on the qualification of 6 months' residence on Rabi for membership of the Banaban Trust Fund Board. Can you recall any other specific points on this clause ?  
(Incidentally, we (or I, at any rate) have always used the word "Trust" quite freely in connexion with Banaban funds, etc. But I wonder whether either of us really applied our minds at any stage to just whether we intended to assign a specific legal meaning to the word ?)
20. Clause (C) (9) - No comment; I can only recall general discussion.
21. Clause (C) (10) - I can recall very, very lengthy discussions on this and (11) over the Landholders' Fund, as a result of which I seem to recall that we had to agree to insert (11) as a result of our meeting in Rabi. (If we had a copy of your original Memorandum of Agreement, that would show this clearly). I recall the very lengthy discussions on (11) and the circumstances in which approval might be expected to be given. Can you recall any other specific points on this clause ?
22. Clause (C) (11) - see 21 above.
23. Clause (D) (12) - I can recall that there was almost continuous pressure throughout the meeting for an increase in the rates of annuities, which we resisted. Can you recall any other specific points on this clause ?

24. Clause (D) (13) - I can recall that this change was welcomed, but that there was much discussion as to whether Banabans who might find themselves elsewhere could claim annuities in the payment of such other countries, e.g. New Zealand, United Kingdom. Can you recall any other specific points on this clause ?
25. Clause (E) (14) - I recall that this clause was discussed at very great length and, particularly, with regard to Fiji immigration laws, passports, GEIC immigration laws, BPC rights over lands, etc. In this connexion, see also my (14) above. Can you recall any other specific points on this clause ?
26. Clause (F) (15) - I can recall being questioned at length about Fiji's laws, especially taxation, and immigration, but even more about what the phrase "all normal services" included. Can you recall any other specific points on this clause ?
27. Clause (G) (16) - I can recall that this was also discussed at some length, particularly the aspect that this officer would be an officer of the Fiji Government, and the circumstances in which his services could be terminated if the Banabans did not get on with him (c.f. Kennedy). Can you recall any other specific points on this clause ?

(Finally, two very crucial points which I feel positive will arise when our evidence is being given).

28. I feel positive that we shall be asked whether any aspect of the April negotiations between the Banabans and Maynard, for the acquisition of lands, etc., was raised at our meeting by Rotan or any other Banaban. I feel that our reply should be very firm that no aspect of such negotiations was raised with us and that, even if it had been, our mission was solely to discuss the future policy of the two Governments vis a vis the Banabans as set out in the Statement of Intentions and that we were not authorized in any way to discuss any other issues. Is this acceptable ?
29. In connexion with 28 above, however, I suggest that we should be careful. To suggest that Rotan and his fellows did not, at any stage during our discussions, mention matters of earlier history, e.g. Banaban funds, the arbitration of 1931, etc., would, I think, be foolish. I suggest it would be better to admit that, during the discussions, the Banabans, and especially Rotan, did raise issues of past history, which we listened to but declined to discuss unless they had direct relevance to the Statement of Intentions and our mission. Is this acceptable to you ?

30. With regard to the comments on Clause (C) - see paragraphs 17 et seq. - it should also be mentioned that the Banabans demanded that all future royalties should be divided among the owners of the surface rights, if possible in proportion to the volume of phosphate taken off each block of land, for investment or disposal at his or her discretion; and further that any balance lying in the Royalty Trust Fund after the erection of the necessary communal and other buildings on Rabi and the completion of the related public works programme should be divided among the existing members of the community. The Provident Fund would be, of course, used primarily for the above purposes, but it was recognized that it would probably prove insufficient without assistance from the Royalty Trust Fund.

(Note - These demands were admitted by the Banabans themselves to be based on self-interest and framed regardless of the welfare of succeeding generations. The proposal as to the division of the capital in the Landholders' Fund is, furthermore, contrary to Banaban customary law while those relating to the Royalty Trust and Provident Funds are in opposition to the policy hitherto adopted by the Government of regarding royalties from under-surface rights as being the property of the community as a whole rather than the individual owners of surface rights)