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Tonga

CHAPTER 91

POLYNESIAN HERITAGE TRUST

ARRANGEMENT OF SECTIONS

SECTION

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SCHEDULE—The Deed

*Acts Nos. 24 of 1984 and 19 of 1986*

AN ACT TO PROVIDE FOR THE INCORPORATION OF THE POLYNESIAN HERITAGE TRUST AND INCIDENTAL MATTERS

1. This Act may be cited as the Polynesian Heritage Trust Act. [31st October, 1984] Commencement  
Short title.

2. In this Act unless the context otherwise requires:—  
 “Property” means real and personal property of every kind and includes money;

“The Deed” means the Deed dated the 8th day of September 1984 which created the Trust and which is set out in the Schedule to this Act and as amended from time to time by the Trust Board (*Amended by Act 19 of 1986.*);

“Trust” means The Polynesian Heritage Trust created by the Deed;

“Trustee” means any person who is for the time being a trustee of the Trust;

“Trust Board” means The Trust Board incorporated under section 4 of this Act.

Interpretation.

Charitable object.

3. The objects and purposes of the Trust are hereby declared to be charitable from the date of the Deed.

Incorporation.

4. (1) The trustees of the Trust are hereby incorporated as a Trust Board.

(2) From the date of incorporation the Trust Board shall be a body corporate and shall consist of the persons who are for the time being the trustees of the Trust.

Effect of incorporation.

5. The Trust Board has perpetual succession and a common seal, and (subject to this Act and to the Deed) is capable of holding real and personal property of whatsoever nature and wherever situated worldwide, and of suing and being sued, and of doing and suffering all such acts and things as bodies corporate may lawfully do and suffer.

Vesting of property.

6. All property held for the purposes of the Trust by the trustees named in the Deed shall immediately upon incorporation of the Trust Board vest without transfer, conveyance, or assignment in the Trust Board for the same purposes, with the same powers, and upon and subject to the same trusts, contracts and equities as then affect the same.

Registered office.

7. The registered office of the Trust Board shall be at such address as the Trust Board shall from time to time notify to the Registrar of Companies at Nuku'alofa.

Service on the Trust Board.

8. Any notice or legal process shall be deemed to be served upon the Trust Board if left at its registered office or if sent through the post in a registered letter addressed to the Trust Board at that office and a notice so posted shall be deemed to have been served at the time when the registered letter would in the ordinary course of post be delivered.

Form of contracts.

9. (1) Contracts on behalf of the Trust Board may be made as follows:

- (a) a contract which if made by private persons would be by law required to be by deed may be made on behalf of the Trust Board in writing under the common seal of the Trust Board, attested in such manner as may be provided in the Deed;
- (b) a contract which if made between private persons would be by law required to be in writing, signed by the parties to be charged therewith, may be made on behalf of the Trust Board in writing signed by any person acting under its authority, express or implied;

(c) a contract which if made between private persons would by law be valid although made by parol only, and not reduced into writing, may be made by parol on behalf of the Trust Board by any person acting under its authority, express or implied.

(2) Notwithstanding the provisions of subsection (1)(a), any deed that may be lawfully made by the Trust Board, which is executed in the name of the Trust Board by any person who has been appointed its attorney, and on which is endorsed or to which is attached a certificate by that person to the effect that he is the attorney of the Trust Board acting under a power of attorney specified by him, and that he has executed the deed under the powers thereby conferred, and that he has not at the time of giving the certificate received any notice of the revocation of the power of attorney by the dissolution of the Trust Board or otherwise, shall be deemed to have been duly executed by the Trust Board; and all persons dealing in good faith without notice of any irregularity are entitled to presume the regular and proper execution of the deed and to act accordingly.

(3) A contract made according to this section shall be effectual in law, and shall bind the Trust Board and its successors and all other parties thereto.

10. All acts or deeds done or made by any person acting in good faith as one of the trustees who for the time being constitute the Trust Board are valid notwithstanding any defect that may afterwards be found in his appointment; and the signature of any person purporting to act as one of those trustees is, in the absence of proof to the contrary, sufficient evidence of his being one of those trustees.

Presumption of validity of acts of trustees.

11. (1) Subject to this section, the liability of each trustee in relation to the Trust is limited to the extent of the assets of the Trust Board.

Limitation of liability.

(2) Notwithstanding anything in subsection (1), any trustee who acts dishonestly or wilfully commits an act known to him to be a breach of trust is personally liable for any loss thereby occasioned, but no trustee is bound to take any proceedings against any other trustee for any breach or alleged breach of trust committed by the other trustee.

12. The Trust Board may, from time to time, make by Deed such alterations or additions to the provisions of The Deed as it think fit.

Power to amend the Deed.

13. If the objects and purposes of the Trust are fully carried out or it is impossible or impracticable or inexpedient to carry them out any further and there then remains in the hands of the Trust Board any excess assets, property or income still comprising the Trust Fund, the

Winding up.

Trust Board shall apply to the Supreme Court of the Kingdom of Tonga for an order for the distribution of such remaining assets, property and income in the Trust Fund to or for such other charitable institutions or purposes as that Court or a Judge thereof shall in its or his sole and absolute discretion decide.

## SCHEDULE

### The Deed

#### (Section 2)

THIS DEED is made the 8th day of September, 1984.

BY HIS MAJESTY TAUFĀ'AHAU TUPOU IV, King of Tonga  
AND HIS HIGHNESS MALIETOA TANUMAFILI II, Head of State of Western Samoa.  
AND RATU SIR KAMISESE KAPAIWAI TUIMACULAI MARA, Tui Lau of Fiji.  
AND SIR JAMES CLENDON HENARE of New Zealand, Knight of the Realm.

(hereinafter together called "the Trust Board" which means and includes the persons who from time to time shall be the trustees of this Deed whether the same shall be incorporated or not)

#### WHEREAS:

1. It is recognised that there is a need to foster promote and assert the values and the heritage of the culture of Polynesia not only for the benefit of the peoples of Polynesia but also for the benefit of all people worldwide.
2. The formation of a trust as created by this Deed may assist in meeting such a need.
3. The abovenamed persons comprising the Trust Board have agreed to act as trustees of the Trust created by this Deed.

#### NOW THIS DEED WITNESSES as follows:—

##### 1. Definitions

In this Deed unless there be something in the context or subject inconsistent therewith the following words shall have the meaning mentioned in this clause:

- "Person" includes a company or other body corporate or an unincorporated body of persons;
- "Polynesia" means the geographical areas of the world outlined in red on the maps annexed to this Deed and marked "A" and "B";
- "Property" means real and personal property of every kind and includes money;
- "Trustee" means any person who is for the time being a trustee of the Trust hereby created.

##### 2. Establishment of Trust

There is hereby established and declared a trust which shall be called THE POLYNESIAN HERITAGE TRUST.

##### 3. The Trust Fund

The Trust Fund shall comprise all property or money transferred or paid to the Trust Board by any person or governmental or municipal authority and shall include the income earned thereon while such property is in the hands of the Trust Board.

##### 4. Objects and Purposes

The objects and purposes of this Trust are:

- 4.1 To foster promote and assert the values and the heritage of the culture of Polynesia not only for the benefit of the people of Polynesia but also for the benefit of all people worldwide.

And without limiting the generality of the foregoing and merely by way of illustration of the general intention:

- 4.2 To provide and stimulate education and training programmes.
- 4.3 To publish and promote the culture of Polynesia through all means of communication.
- 4.4 To provide scholarships financial and other assistance to people born in Polynesia and to such other person or persons whom the Trust Board shall approve.
- 4.5 To encourage benefit and assist entertainments, exhibitions, seminars and other activities featuring the culture of Polynesia.
- 4.6 To create endowments.
- 4.7 To do all such other things as may be incidental or conducive to the attainment of the foregoing objects and purposes.

It is the intention that the objects and purposes of the Trust are and shall be charitable.

##### 5. Worldwide

The objects and purposes of the Trust may be carried out in any part of the world as the Trust Board in its absolute discretion shall think fit.

##### 6. Composition of the Trust Board

- 6.1 The minimum number of members of the Trust Board shall be 4. There shall be no maximum number of members.
- 6.2 The first members of the Trust Board shall be the signatories to this Deed.
- 6.3 The Trust Board shall include:
  - 6.3.1 The Sovereign of Tonga for the time being with perpetual succession;
  - 6.3.2 The Head of State of Western Samoa for the time being with perpetual succession;
  - 6.3.3 The Tui Lau of Fiji for the time being with perpetual succession;
  - 6.3.4 A representative of the Maori people to be appointed by the Trust Board after consultation with the Maori people.
- 6.4 Vacancies on the Trust Board shall occur if a trustee resigns, retires in accordance with the deed, becomes of unsound mind, or dies.
- 6.5 A vacancy in the Trust Board membership shall not affect the efficacy of resolutions or the powers of the Trust Board provided a quorum is present at the meetings of the Trust Board.
- 6.6 The Trust Board may by resolution appoint such other persons to be trustees as it in its absolute discretion shall think fit.
- 6.7 The trustees appointed under subclauses 6.3.4 and 6.6 shall serve for a period of not less than 3 years and not more than 5 years before retiring

such period in each case to be determined by the Trust Board and stated in the appointment resolution of the Trust Board. Retiring member is eligible for re-appointment. The signature hereto on behalf of the Maori people shall be deemed to have been appointed for 5 years from the date of this deed.

6.8 The Trust Board may by resolution appoint such other persons to be Advisory Trustees of the Trust as it in its absolute discretion shall think fit and may terminate any such appointment in like manner. The Trustees shall not be obliged to consult an Advisory Trustee or act in accordance with any advice given by an Advisory Trustee. An Advisory Trustee shall not be a trustee of the Trust. No person dealing with the Trust Board shall be concerned to inquire as to the concurrence or otherwise of any Advisory Trustee or be affected by notice of the fact that any Advisory Trustee has not been consulted or has not concurred.

7. Functions powers and duties of the Trust Board.

7.1 To carry out and perform the objects and purposes of the Trust.

7.2 To control, administer and manage the affairs of the Trust and the Trust Fund.

7.3 To appoint a person or persons to direct or supervise the management and secretarial functions of the Trust Board. The Trust Board shall from time to time decide upon the title powers and remuneration of every person so appointed. The Trust Board may delegate to any appointee such of its powers and duties as it may in its absolute discretion think fit.

7.4 To appoint such other officers and committees (advisory or executive) as the Trust Board may consider necessary upon such terms (including remuneration) as it may from time to time decide, the appointees to perform such functions and duties as the Trust Board may from time to time in its absolute discretion think fit.

7.5 To dismiss any officer and to reconstitute or disband any committee.

8. Proceedings of the Trust Board.

8.1 The Trust Board shall meet together for the despatch of business at least once in every period of twelve months.

8.2 The chairmanship of the Trust Board shall rotate annually among all the trustees in such order as the Trust Board decides after the Trust Board has been in existence for four years. During the first 4 years the chairmanship shall alternate between the trustees for the time being holding office under clauses 6.3.1 and 6.3.2 unless they shall otherwise determine; they two shall decide the order in which and the periods for which they shall hold such office.

8.3 If there are 6 or less trustees, the quorum shall be 3; if there are more than 6 trustees, the quorum shall be half the number of the trustees to the nearest number above any fraction.

8.4 If any trustee is unable to attend a meeting, the absent trustee may send a person to represent him at the meeting. Such representative shall be counted in the quorum and may speak at the meeting but shall have no right to vote.

8.5 The Trust Board shall cause minutes to be made in books provided for the purpose to record all its proceedings.

8.6 Anything that may be done by the Trust Board by resolution at a meeting may be done by the Trust Board in the same way without a meeting by means of an entry in its minute book signed by all the trustees for the time being holding office. Any such entry may be signed

on behalf of a trustee by his agent duly authorised in writing. A memorandum permanently affixed in the minute book and purporting to have been signed for the purpose of becoming an entry therein shall be deemed to be an entry accordingly and any such entry may consist of several documents in like form each signed by or on behalf of one or more trustees. This procedure shall be available whether or not there is a vacancy in the Trust Board.

8.7 Subject to the foregoing the Trust Board shall regulate its own procedure.

8.8 The Trust Board shall prepare an annual report, accounts and balance sheet.

9. The Seal

The Trust Board shall provide for the safe custody of the Seal (upon the Trust Board becoming incorporated as hereinafter allowed) which shall only be used by the authority of the Trust Board. Every instrument to which the Seal is affixed shall be signed by two trustees.

10. Accounts

10.1 The Trust Board shall cause proper accounting records to be kept. The books of account shall be kept at the office where the management functions of the Trust are carried out or at such other place as the Trust Board shall decide and shall always be open for inspection by the Trust Board or any of its members.

10.2 The Trust Board shall appoint an auditor. The auditor shall hold a recognised qualification in accounting and be a person recognised by the Trust Board as being competent in auditing.

11. Powers

The Trust Board shall have all the powers of trustees implied by law and may at its absolute and uncontrolled discretion exercise (either alone or jointly with any other person) also the following powers authorities and discretions, namely:

11.1 To purchase, hold, acquire, take on lease, licence or otherwise, sell, mortgage or otherwise deal with any property of any description whether or not the same is of a speculative or wasting nature and also any business or undertakings which in the discretion of the Trust Board may prove beneficial for the purposes and objects of this Trust and to manage, maintain and continue any such business or undertakings and to transfer any such business or undertakings to any company including any company in which the Trust Board holds shares and whether or not such shares shall form part of the Trust Fund.

11.2 To sell or join in selling all or any part of the property forming part of the Trust Fund either by public auction or private contract or in such other manner and subject to such terms and conditions as the Trust Board shall think fit with power to give time for payment of the purchase money with or without security AND without being liable for loss to allow such portion of the purchase money as the Trust Board thinks fit to remain owing on mortgage and with power also to buy in any property offered for sale and to rescind any contract of sale and to sell again without being responsible for any diminution in price and generally to deal with the same in all respects as if the Trust Board were the absolute owner of the property so sold.

11.3 To postpone the sale of any property forming part of the Trust Fund for so long as the Trust Board may think fit notwithstanding that it may be of a wasting speculative or reversionary nature.

11.4 To let lease or bail or join in so doing any hold or leasehold property and/or any plant and chattels which or an interest in which for the time being forms part of the Trust Fund either from year to year or for any term of years or otherwise at such rent and subject to such terms and conditions as the Trust Board thinks fit including at the discretion of the Trust Board an optional or compulsory purchasing clause and also to accept surrenders of leases tenancies and bailments and generally to manage the same as the Trust Board shall think fit AND to take or lease any freehold or leasehold property and/or any chattels or an undivided interest therein from any person or persons either from year to year or for any term of years or otherwise at such rent and subject to such terms and conditions as the Trust Board thinks fit including at the discretion of the Trust Board an optional or compulsory purchasing clause AND ALSO to surrender leases tenancies and bailments and generally to deal with the same as the Trust Board shall think fit.

11.5 From time to time to obtain the renewal of any lease grant tenancy or occupation of any lands which or an interest in which for the time being forms part of the Trust Fund and of any easement right or privilege annexed in enjoyment thereto for such term at such rent and upon and subject to such terms and conditions as the Trust Board thinks fit.

11.6 To consent to and join the partition of any assets an interest in which forms part of the Trust Fund and/or to take a transfer in any such assets and for the purposes aforesaid to settle and agree upon the valuation of any such assets and to receive or pay or agree to pay such moneys as the Trust Board shall think proper by way of equality of partition of such assets.

11.7 To enter into exchanges of land stock and/or plant with or without payment of receipt of moneys for equality of exchange upon such terms and at such values as the Trust Board thinks fit.

11.8 Generally to maintain repair manage improve and develop any property which or an interest in which for the time being forms part of the Trust Fund in all respects as if the Trust Board was the absolute owner thereof.

11.9 To allow any property or investment coming into the hands of the Trust Board to remain in its existing form for such period or periods as the Trust Board thinks fit and during such postponement of conversion to make out of the Trust Fund any outlay the Trust Board may think proper for payment of calls on shares or otherwise in respect thereto for the benefit of the Trust Fund and in respect of any shares in companies to exercise the same powers as the Trust Board might do if absolute owner thereof.

11.10. To form or concur with any other person or persons in the formation of a company and to take, subscribe for, hold, purchase, buy, sell, exchange, mortgage and otherwise deal in shares in companies whether private or public and whether the members of the Trust Board have any control or interest in any such companies and to exercise all such rights and privileges of shareholders as may attach to such shares and to take up bonus shares or any shares which may be available on any merger, share exchange, takeover, reconstruction, amalgamation, or re-arrangement of such companies including power in the Trust Board's absolute discretion to take up shares liable for calls thereon and to pay any calls thereon and to execute any documents, deeds and consents and to do all other such acts matters and things as the Trust

Board in its absolute discretion think fit in relation to any company shares for the purposes and objects of this Trust.

11.11 To set aside out of the income of the Trust Fund a reserve to provide for repayment of liabilities and such further or new capital expenditure which the Trust Board in its absolute discretion deems necessary and payment of life insurance premiums AND the income if any derived from the reserve shall be part of the income of the Trust Fund and be subject to the powers and discretions of the Trust Board as to income from the Trust Fund.

11.12 To raise or borrow any moneys (including by way of bank overdraft) on the security of the Trust Fund or part thereof or otherwise for the purposes of this Trust and to guarantee and authorise any company of which the shares form all or part of the Trust Fund to guarantee any liabilities or obligations which may seem to the Trust Board to be beneficial for the purposes and objects of this Trust and to give such security for the repayment of moneys so borrowed as the Trust Board may think fit.

11.13 To effect insurances against fire earthquake war damage to goods buildings or other property accident and other risks AND to effect life insurance or endowment insurance upon such life or lives and for such trust purpose or purposes as the Trust Board shall think fit and therein to use Trust Funds as it shall decide.

11.14 For the purpose of repaying or re-arranging mortgages or subdividing and/or improving any real or leasehold property or for commencing or carrying on or assisting any partnership or other business or assisting any company in which the Trust Fund has an interest or for the purpose of making an investment authorised by these presents and for any other purpose whatsoever deemed by the Trust Board to be in the interest of the Trust Fund to borrow or raise either alone or jointly or in common with others or otherwise any moneys on mortgage or overdraft or otherwise with or without security by way of mortgages charges instruments by way of security liens or securities over land plant and chattels from any person firm company bank or other corporation at such rate of interest and for such terms and generally on such conditions as the Trust Board shall think fit and to sign and execute any mortgage deed agreement or other document in connection therewith AND any person firm company bank or corporation lending money to the Trust Board shall in no way be concerned to enquire as to the application of such moneys as may be borrowed.

11.15 To carry on any business whether alone or in a joint venture or in partnership and to employ in any such business joint venture or partnership or withdraw therefrom the whole or any part of the capital or income of the Trust Fund and from time to time advance to or employ in the said business or joint venture or partnership with or without taking security therefor any additional capital from and any income of the Trust Fund which the Trust Board may deem advisable for the more effectually carrying on of such business joint venture or partnership.

11.16 To arrange for and agree to the introduction either immediately or at a future time or times of any other person or persons or company as a partner or partners in any such business or partnership and as to the division of the profits of any partnership or the payment of any sum in lieu of profits to any partner and as to the hiring or employment of any person or persons in such business or partnership at such salary or

remuneration as the Trust Board may think proper and as to the extension or curtailment of the business or the continuation of any new line of business and to consent to any balance sheets and agree to the distribution of assets profits and reserves or to the retention thereof as the Trust Board may think fit.

11.17 On the expiration or other determination of any partnership or agreement for joint working to renew the same to enter into any new partnership or agreement for joint working with any person or persons or company for any period determinable or otherwise and upon such terms as the Trust Board thinks fit.

11.18 To sell or concur with the other partner or partners in selling any such partnership or other business or the assets thereof to any person or persons or company in such manner on such terms as the Trust Board thinks fit AND without prejudice to the generality of the foregoing and on any sale to agree that any purchase money shall remain on loan with or without security for such period and at such rate of interest as the Trust Board thinks fit or be payable by instalments and on any such sale to a company to accept in payment for the whole or any part of the purchase money ordinary deferred or preference shares (whether fully paid or partly contributory) or debentures or debenture stock of such company and to retain the same as authorised investments for so long as the Trust Board shall think fit.

11.19 To concur in or cause the winding up of the affairs of any such partnership or other business or withdrawal of the Trust Board therefrom.

11.20 To ascertain and agree to the value of the interest of the Trust Fund in any such partnership business and either to procure the immediate payment of the value thereof or to allow the whole or any part thereof to remain in such business for so long and on such terms as the Trust Board thinks fit as a loan with or without security repayable by instalments or otherwise and bearing interest at such rate as the Trust Board thinks fit.

11.21 To agree to any partition and appropriation of partnership assets at such valuation and upon such terms as the Trust Board thinks fit.

11.22 In winding up any such partnership or other business to pay compound or submit to arbitration any accounts debts or other sums due to or from such business upon such evidence whether strictly legal or not as the Trust Board deems satisfactory AND to sell upon credit and give time for payment of any sums due to the said business and to the Trust Fund as the Trust Board may consider fit and generally to do all such acts as the Trust Board may consider necessary or expedient to wind up such business in the manner deemed by the Trust Board to be most beneficial to the Trust Fund.

11.23 To exercise or join in exercising in respect of any such partnership or other business all or any of the powers by these presents conferred upon the Trust Board with regard to the Trust Fund and the assets or liabilities thereof generally.

11.24 To agree and settle accounts with all persons firms or companies liable to account to the Trust Board and to compromise all questions relating to the Trust Fund and to grant effectual receipts discharges and releases.

11.25 To employ and discharge such managers servants agents overseers employers valuers stock and station agents and other agents surveyors

engineers solicitors accountants and other persons (including any member of the Trust Board) as the Trust Board may think fit and to pay such fees salary wages or other remuneration in every case as the Trust Board may deem expedient AND generally at their uncontrolled discretion instead of acting personally to employ or pay any person firm company or corporation to do any act of whatever nature relating to the trust hereof including the receipt and payment of money without being liable for loss incurred thereby.

11.26 At any time or times in the Trust Board's sole discretion as it may think necessary to mortgage upon such terms as it may think fit all or any part of the Trust Fund AND from time to time to renew vary or re-arrange upon such terms as the Trust Board may think fit any mortgage charges debts or overdrafts payable out of the Trust Fund and guarantees given by the Trust Board and also to renew vary or re-arrange upon such terms as the Trust Board thinks fit any mortgage charges or debts forming part of the Trust Fund.

11.27 To start and subscribe to depreciation funds or other reserve funds for the purposes the Trust Board may deem advisable.

11.28 To invest all moneys due to or coming into the hands of the Trust Board whether the same represents portions of the Trust Fund in such mode or modes of investment whether unsecured or secured and if secured on such security or securities as in the opinion of the Trust Board may be beneficial to the Trust Fund by reason of the Trust Board investing as aforesaid any such moneys and whether the advantage to the Trust Fund is direct or indirect or certain or probable (including without limiting the foregoing investment in any manner approved by the Trust Board in any visual and/or audio medium of education and/or entertainment).

11.29 To appoint at any time or times and for any period any person to act as Attorney for the Trust Board in any country or countries of the world.

11.30 To pay or allow to the members of the Trust Board such travel and out of pocket expenses from time to time as shall be reasonable for and in respect of their duties hereunder.

11.31 To lend any money to any person on any terms and subject to whatever conditions (if any) as to security or interest or time for repayment as the Trust Board in its absolute discretion thinks fit.

11.32 To accumulate the whole or any portion or portions of the income of the Trust Fund and to deal with the same and any resulting income in any manner by these presents allowed.

11.33 To make such gifts and donations of any property comprising the Trust Fund or its income as the Trust Board may in its absolute discretion think fit.

11.34 To pay in the discretion of the Trust Board all preliminary expenses (including travel and out of pocket expenses and professional fees) incurred in or about or incidental to the formation establishment and incorporation of the Trust.

11.35 To raise money from the public anywhere in the world for the purposes of the Trust in whatever manner as the Trust Board shall think fit.

## 12. Membership

12.1 The Trust Board may in its absolute discretion provide for or establish membership of the Trust. The terms rights and benefits of such membership and each category thereof shall be determined by the Trust Board from time to time and may be amended and cancelled by the Trust Board.

- 12.2 The Trust Board may in its absolute discretion establish different categories of membership such as:
  - 12.2.1 Life membership;
  - 12.2.2 Honorary membership;
  - 12.2.3 Governmental membership;
  - 12.2.4 Corporate membership;
  - 12.2.5 Individual membership.
- 12.3 A Trustee or Advisory Trustee may be a member of any category of membership.

13. Incorporation

The Trust Board is empowered to apply to a State in Polynesia for passage of an Act of its legislature providing for incorporation of the Trust Board and such other incidental matters as the Trust Board shall determine.

14. Governing Law

- 14.1 This Trust shall be governed by and construed in accordance with the laws of the country where the Trust Board is incorporated.
- 14.2 Notwithstanding anything herein contained the Trust Board may at any time or times and from time to time by Deed declare that all or any of the trusts hereby created shall from the date of such declaration or where any date therefor is specified therein from such date take effect in accordance with the law of some other place in any part of the world and that the forum for the administration thereof shall thenceforth be the courts of that place AND as and from the date aforesaid the laws of the country named in such declaration shall be the laws applicable to such trusts and the courts of that country shall be the forum for the administration thereof but subject to the powers conferred by this Clause and until a further declaration is made hereunder.
- 14.3 So often as any such declaration as aforesaid shall be made the Trust Board may at any time or times thereafter (but without limiting the powers otherwise conferred upon the Trust Board) make by Deed such consequential alterations or additions in the trusts powers and provisions of this Deed as the Trust Board may consider necessary or desirable to ensure that as far as possible the trusts powers and provisions of this Deed shall (mutatis mutandis) be as valid and effective as they are under the laws of the country where the Trust Board was first incorporated.

IN WITNESS WHEREOF these presents have been executed the day and year first herein before written.

SIGNED by HIS MAJESTY  
 TAUFU'AHAU TUPOU IV  
 in the presence of:



Taufa'ahu Tupou

W.C. EDWARDS  
 Solicitor  
 Auckland

SIGNED by HIS HIGHNESS  
 MALIETOA TANUMAFILI II  
 in the presence of:



Malietoa Tanumafili II

TOFLAU E. ALESANA. P.M.  
 Apia

SIGNED by RA. SIR KAMISESE  
 KAPAIWAI TUIMACULAI MARA  
 in the presence of:



K.K.T. Mara

I. DAMU  
 Fiji Consul  
 Auckland

SIGNED by SIR JAMES  
 CLENDON HENARE  
 in the presence of:

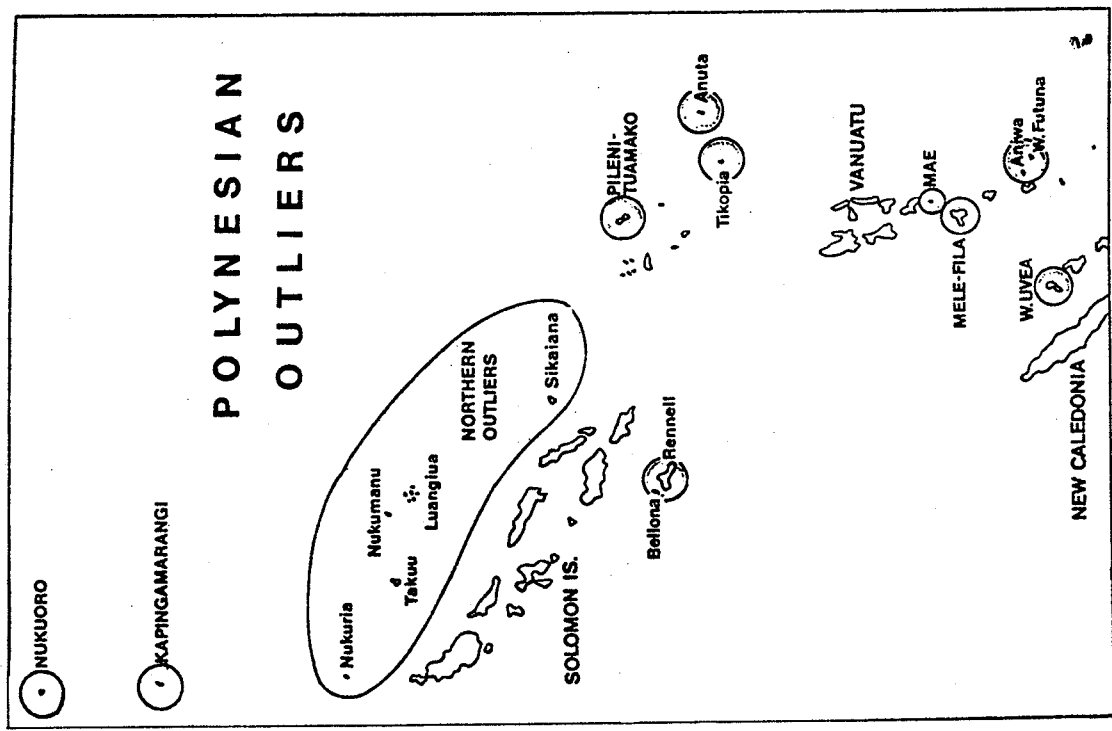


James Henare

GORDON H. FORBES  
 Farmer-Retired  
 Hamilton



"B"



"A"

