

MEMORANDUM OF AGREEMENT

Between the Governor of Fiji, on behalf of the Government of the Colony of Fiji, and the High Commissioner for the Western Pacific, on behalf of the Government of the Gilbert and Ellice Islands Colony, on the one part, and the Banaban population of Ocean Island, in the Gilbert and Ellice Islands Colony, at present resident on Rabi Island, in the Colony of Fiji, on the other part

It is hereby agreed by the Governor of Fiji, on behalf of the Government of the Colony of Fiji, and the High Commissioner for the Western Pacific, on behalf of the Government of the Gilbert and Ellice Islands Colony, that in consideration of the Banaban Community of Ocean Island removing their domicile from the said island and residing permanently on Rabi Island:-

(A) As regards lands on Ocean Island -

- (1) such decision to reside on Rabi Island shall in no way affect any rights hitherto possessed by the Banabans on Ocean Island;
- (2) the title to all worked out phosphate lands which have, or may in future, come into the possession of the Crown shall revert to the Banabans;

(B) As regards lands on Rabi Island -

- (3) the ownership of Rabi Island, with all assets of the former estate, including stock, tools, houses, etc., shall be vested in the Rabi Island Council on behalf of the Banaban Community resident there, subject to the creation of a Government Station at Nuku, such portion as the community decides upon being divided up into fee-tail holdings in accordance with Banaban customary law and the remainder, with the exception of a Fiji Government reserve of 50 acres, held by the community in common, for division as the population increases;

revised 200
(3), (4) & (5)

(C) As regards Banaban funds -

Redrafted as (6)
(4) the Banaban Royalty Trust and Provident Funds shall be amalgamated into a common Banaban Fund which shall be used exclusively for the benefit of the Banaban community on Rabi Island;

Redrafted as (7)
(5) the management of the Fund shall be vested in a Banaban Funds Committee consisting of the three nominated and the Chairman and two out of the seven elected members of the Island Council, under the Chairmanship of the Banaban Welfare Officer and subject to the ultimate control of the Governor of Fiji, such Committee being empowered to deal also with problems connected with the Landholders' Fund, Annuities and like matters;

Redrafted as (9)
(6) The Banaban Funds Committee shall draw up annual Estimates showing the revenue accruing from Royalties and the interest from the Banaban Funds and the expenditure by heads and sub-heads: such Estimates to be forwarded by the Banaban Welfare Officer, with his recommendations, to the Governor of Fiji and to be subject to the latter's approval;

Redrafted as (10)
(7) the capital sum invested in the Banaban Landholders' Fund shall be handed to the said Banaban Funds Committee, for investment as trustees on behalf of each land holder who shall have the same rights, in accordance with Banaban customary law, over his invested funds as he would have had over the lands which such funds represent;

(D) As regards Annuities -

(8) the payment of Annuities, in accordance with the terms of the 1937 Annuities Settlement, shall continue until varied by the Banaban Funds Committee with the approval of the Governor of Fiji;

(9) such Annuities shall be payable in terms of Fiji currency without exchange deduction;

(E) As regards residence on Ocean Island -

(10) the Banabans shall, subject to shipping being available, be permitted to travel freely between Rabi Island and Ocean Island and, subject to the rights of the British Phosphate Commissioners over any land purchased or leased by them, to reside on Ocean Island; and

(F) As regards Taxation on Rabi Island -

(11) the Banabans shall be subject on Rabi Island to all normal taxation to which residents in the Colony of Fiji are liable and in return will receive, free of further charge, all normal services provided by the Government of Fiji.

And it is hereby agreed by the Banaban Community that, in consideration of the above:-

(1) The Banaban Community will remove their domicile from Ocean Island and reside permanently on Rabi Island, which shall be regarded as their homeland;

(2) residence on Rabi Island for more than six months in each year shall be an essential qualification for all members of the Banaban Funds Committee; and

(3) no expenditure shall be approved from the Banaban Fund for the development of any other island except Rabi or the welfare of Banabans living (except temporarily) outside Rabi Island.

Signed by the parties of the one hand

.....
Assistant Colonial Secretary
for the Governor of Fiji.

Witness:-

.....
Administrative Officer,
Rabi Island.

.....
Resident Commissioner, Gilbe
and Ellice Islands Colony,
for the High Commissioner
the Western Pacific.

Signed by the party of the other hand

Witness:-

.....
Administrative Officer,
Rabi Island.
.....

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It is hereby agreed by the Governor of Fiji, on behalf of the Government of the Colony of Fiji, and the High Commissioner for the Western Pacific, on behalf of the Government of the Gilbert and Ellice Islands Colony, that in consideration of the Banaban Community of Ocean Island removing their domicile from the said island and residing permanently on Rabi Island:-

(A) As regards lands on Ocean Island -

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- (2) the title to all worked out phosphate lands which have, or may in future, come into the possession of the Crown shall revert to the Banabans;

(B) As regards lands on Rabi Island -

- (3) the ownership of Rabi Island, with all assets of the former estate, including stock, tools, houses, etc., shall be vested in the Rabi Island Council on behalf of the Banaban Community resident there, subject to the creation of a Government Station at Rabi, such portion as the community decides upon being divided up into free-hold holdings in accordance with Banaban customary law and the remainder, with the exception of a Fiji Government reserve of 50 acres, held by the community in common, for division as the population increases;

(C) As regards Banaban funds -

(4) the Banaban Royalty Trust and Provident Funds shall be amalgamated into a common Banaban Fund which shall be used exclusively for the benefit of the Banaban community on Rabi Island;

(5) the management of the Fund shall be vested in a Banaban Funds Committee consisting of the three nominated and the chairman and two out of the seven elected members of the Island Council, under the Chairmanship of the Banaban Welfare Officer and subject to the ultimate control of the Governor of Fiji, such Committee being empowered to deal also with problems connected with the Landholders' Fund, Annuities and like matters;

(6) The Banaban Funds Committee shall draw up annual estimates showing the revenue accruing from Royalties and the interest from the Banaban Funds and the expenditure by heads and sub-heads: such estimates to be forwarded by the Banaban Welfare Officer, with his recommendations, to the Governor of Fiji and to be subject to the latter's approval;

(7) the capital sum invested in the Banaban Landholders' Fund shall be handed to the said Banaban Funds Committee, for investment as trustees on behalf of each land-holder who shall have the same rights, in accordance with Banaban customary law, over his invested funds as he would have had over the lands which such funds represent;

(D) As regards Annuities -

(8) the payment of Annuities, in accordance with the terms of the 1957 Annuities Settlement, shall continue until varied by the Banaban Funds Committee with the approval of the Governor of Fiji;

(9) such Annuities shall be payable in terms of Fiji currency without exchange deduction;

(E) As regards residence on Ocean Island -

(10) the Banabans shall, subject to shipping being available, be permitted to travel freely between Rabi Island and Ocean Island and, subject to the rights of the British Phosphate Commissioners over any land purchased or leased by them, to reside on Ocean Island; and

(F) As regards Taxation on Rabi Island -

(11) the Banabans shall be subject on Rabi Island to all normal taxation to which residents in the Colony of Fiji are liable and in return will receive, free of further charge, all normal services provided by the Government of Fiji.

And it is hereby agreed by the Banaban Community that, in consideration of the above:-

(1) The Banaban Community will remove their domicile from Ocean Island and reside permanently on Rabi Island, which shall be regarded as their homeland;

(2) residence on Rabi Island for more than six months in each year shall be an essential qualification for all members of the Banaban Funds Committee; and

(3) no expenditure shall be approved from the Banaban Fund for the development of any other island except Rabi or the welfare of Banabans living (except temporarily) outside Rabi Island.

Signed by the parties of the one hand

.....
Assistant Colonial Secretary,
for the Governor of Fiji.

Witness:-

.....
Administrative Officer,
Rabi Island.

.....
Resident Commissioner, Gilbert
and Ellice Islands Colony,
for the High Commissioner of
the Western Pacific.

Signed by the party of the other hand

Witness:-

.....
Administrative Officer,
Rabi Island.

BANABAN AGREEMENT.

Amended Sections.

(5) The management of the fund shall be vested in a Banaban Fund Trust Board consisting of not more than five members of the Island Council nominated by Council and appointed by the Governor of Fiji, under the Chairmanship of the Banaban Advisor and subject to the ultimate control of the Government of Fiji, such committee being empowered to deal also with problems connected with the Land Owners' Fund, annuities and like matters.

(6) The Banaban Fund Trust Board shall draw up annual Accounts and Estimates showing the Revenue accruing from Royalties and the Interest from the Banaban Fund and the Expenditure by Heads and subheads; such Estimates to be submitted to the Council for their consideration and forwarded by the Council to the Governor of Fiji for his approval. All Accounts and Estimates shall be published and shall be made available to the Banaban population.

(4) The Banaban Advisor referred to in the above agreement shall be an officer of the Government of Fiji appointed by the Governor to advise the Banaban community resident on Rabi Island on all matters connected with their social and economic advancement. He shall be paid from Banaban funds at such salary as may be fixed from time to time by the Governor, who shall have sole power to vary the terms of or terminate his appointment.