

1. At 8.45 am on the 4th February, 1976, the following telegram was telephoned to me from the office of Cable and Wireless Limited:--

"P.D. Macdonald, P.O. Box 1404, Suva, Fiji.

Rotan very concerned at possible misunderstanding with you which he has just discovered. John Macdonald would like to speak with you and will try phoning at 9 pm Suva time Wednesday (4th February).

Davies, Brown & Co.

2. I should first interpolate here the reason for Rotan's alleged concern. A good many months ago, I was approached by Mr Macdonald (in these subsequent notes referred to as "Counsel" to avoid any confusion of nomenclature), who was then visiting Suva, and asked if I would be willing to appear as a witness for the plaintiffs. However, towards the end of May, 1975, the United Kingdom High Commissioner in Fiji showed me part of a transcript of Rotan's evidence in the first case. Rotan had there stated that the Banabans were "frightened" into staying on Rabi after the war, as a result of the advice given, principally by Maude, and to a lesser extent by myself, to the effect that, if the Banabans left Rabi for Ocean Island, even if only temporarily, Rabi would be sold "over their heads" to others who were anxious to purchase the island. I then wrote to the solicitors for the plaintiffs on the 29th May, 1975, and stated that I was so shocked at Rotan's statement that I did not see how I could, with an untroubled conscience, support the Banabans, when such outrageous and untrue statements had been attributed to me (and Maude) by, of all people, the leader of the Banaban community. I have never received any acknowledgement or reply to my letter.

3. Yesterday evening Counsel telephoned to me at 8.10 pm local time, some 50 minutes earlier than had been indicated in the above-quoted telegram.
4. After identifying ourselves, Counsel said that he was telephoning me as Rotan, who had "only just learnt" of certain views which I had expressed, was "very upset" at the possibility of any such "misunderstanding" and was very anxious that the situation should be put right.
5. I replied that I was, to say the least, surprised that Rotan had "only just learnt" of the views which had caused him to be upset, in that no less than 8 months had elapsed since I had written to the plaintiffs' solicitors.
6. Counsel did not, however, take up the point. He said that he did not think that there was anything in Rotan's evidence in the first case to which I "could take exception", but I replied that I had seen the actual transcript and I regretted that I could not accept his view. I added that Naude, I felt sure, shared my views on this point.
7. Counsel then said that he was anxious to "iron out what must be a misunderstanding" and added that it must be remembered that Rotan had spent some 10 days in the witness box, hinting that in such circumstances he might be excused for some shortcomings and inaccuracies of expression. He added that Rotan still regarded himself as a good friend of mine, and reminded me that we used to play cricket together on Ocean Island.
8. I reiterated the position as recorded in paragraph 2 above, and stated that I could not accept that there could be any misunderstanding; the statement made by Rotan spoke for itself, I added that this was not alas the only untruth uttered by Rotan when giving evidence in the first case.

9. I also said that this was by no means the only statement made by Rotan which reflected in the most adverse manner on the reputations of Maude and myself. Thus, at a meeting of the Rabi Island Council on the 4th October, 1948, only five months after the "Statement of Intentions" had been signed by Rotan and other Banaban leaders, Rotan had stated that Maude and I "had carried through the Statement of Intentions hastily (?) as a trap to bind the necks of the Banabans".

I added that the record showed that there was no context to his remark; that the meaning was beyond doubt; and that the words were repeated a few minutes later at the meeting.

10. Counsel disclaimed all knowledge of this - and I believe him. Reverting to the contents of paragraph 2 above, however, he stated that, when approaching me in Suva many months ago, he had noted that I had expressed the view that Rabi would be sold if the Banabans did not stay there.

11. I said that this was totally incorrect and that there must have been a misunderstanding on his part. To have said this would have been completely at variance with the general directions which Maude and I had received before proceeding to Rabi in May, 1947; that that was so was further shown by certain sections of the "statement of Intentions" which had been discussed ad nauseam with the Banabans; that that was so was also shown by the recommendation made by Maude in his report of September, 1946, wherein it was recommended that Rabi be not sold if the Banabans did not wish to stay there.

12. He once again reiterated that Rotan still regarded me as a good friend, and would be happy for me to give evidence in the case as I should support all that he had said.

13. Finally, after about 16 minutes, Counsel said that he did not think that any use would be served by continuing the discussion, at considerable cost, and the call terminated.

14. No mention was made of Maude in any context in the telephone conversation. Nor was any mention made by Counsel of my appearance as a Crown witness.

15. I regret that I find it impossible to believe that Rotan has only "just discovered" my views, as conveyed to the plaintiffs' solicitors in my letter of the 29th May - eight months ago; or as Counsel put it to me "only just learnt". This is not only because of the time factor, but, if Counsel is correct - as must be assumed - in citing Rotan's protestations of friendship, surely the solicitors or Counsel would have notified him months ago, and he could have sought an interview with me during the five months I spent in London in 1975. The conclusion is, I suggest, inescapable; namely that word has got around that I am to appear as a witness for the Crown in the second case and that last night's telephone conversation was very politely designed to ensure that "broken fences were mended" and I did not criticise Rotan too hardly in any evidence I might give in the case.

(Note 1 - With regard to the last sentence of paragraph 8 above, what I had in mind - though I did not mention it - was Rotan's statement on page 16 of the transcript sent to Maude by Mr Ing under cover of his letter of the 5th June, 1975, that -

"the agreement.....is almost being forced upon us - the active persuasion on the part of the company and the Governor for us to part with the land. This happened over the 150 acres and also over this further acquisition of land or request for further land. They came forward with a price and actively persuaded us to accept".

(The words "actively persuaded" were later changed to "coerce").

Insofar as the Government is concerned, this is totally untrue; Government "leant over backwards" to disassociate itself from the land negotiations, in 1947.

(Note 2 - With regard to the subject matter of paragraph 9 above, the attached telegram from Major Holland, Administrative Officer, Rabi, tells the story).