

THE RETURNED SERVICES LEAGUE OF AUSTRALIA
(NEW SOUTH WALES BRANCH)
INCORPORATED

2 1
TRUST DEED

T R U S T D E E D

THIS DEED made the 23rd day of June One thousand nine hundred and seventy-two WHEREAS it was resolved at a Public Meeting convened by the Lord Mayor of the City of Sydney at the request of The Returned Services League of Australia (New South Wales Branch) (hereinafter called "the League") and then known as The Returned Sailors, Soldiers and Airmen's Imperial League of Australia (New South Wales Branch), held in Sydney on the Twelfth day of January 1944, that a fund raised by public subscription be inaugurated to establish Anzac House as a memorial to those who suffered and died in the service of their country AND WHEREAS the Treasurers of the Fund received and held the proceeds of the said public appeal AND WHEREAS in Suit number 402 of 1945 instituted in the Supreme Court of New South Wales, in Equity, by the League as Plaintiff against certain Defendants who included (inter alia) the Treasurers of the said Fund, an order was made that, upon the League declaring by deed that it would hold the said Fund upon the trusts specified in the order, the Treasurers of the Fund pay and transfer the assets of the Fund to the League as such Trustee AND WHEREAS in pursuance of such order the League thereupon executed such deed on the Nineteenth day of January 1949 and from that time held and administered such fund AND WHEREAS in Suit No. 1984 of 1971 in the same Court it was ordered that the terms of the Trust Deed be amended and the League be empowered to hold the trust funds for the objects and purposes and with the powers as herein set forth.

NOW THIS DEED WITNESSETH that in consideration of the premises the League DECLARES :-

(A) _____ That it will hold the said Fund and all property, investments and assets representing the same upon the trusts following, and that is to say upon trust to be applied to and for the following objects and purposes, namely :-

(1) _____ To construct and maintain a Memorial to perpetuate the noble spirit of sacrifice of those who suffered and died in the service of their country.

(2) All relevant matters within the "Objects" of the New South Wales Branch as contained in Rule 6 (a) of the Constitution Rules and By-Laws of the League namely :-

(a) To inculcate loyalty to Australia and the British Commonwealth of Nations and secure patriotic services in the interests of both.

(b) To preserve the memory and records of those who died for the British Commonwealth of Nations, to erect monuments to their valour and to provide them with suitable burial places.

(c) To provide for the sick, wounded and needy among those who have served, and their dependants, including Pensions, Welfare and Benevolent Funds, Medical attention, Homes and suitable employment.

(d) To perpetuate the ties of friendship created by mutual service in wars waged by countries of the British Commonwealth and the recollections associated with that experience.

(e) To guard the good name and interests of Sailors, Soldiers and Airmen and Women of the Fighting Services.

(f) To establish Employment and Information Bureaux, Libraries, Literary, Social, Educational and Benevolent Institutions and other facilities for the benefit of members and to print, circulate and publish such papers, books, magazines as may promote the objects of the League.

- (g) To induce members as citizens to serve Australia with that spirit of self-sacrifice and loyalty with which, as sailors, soldiers and airmen, they served Australia and the British Commonwealth and to maintain an association non-sectarian and non-partisan in relation to party politics.
- (h) To affiliate with any other body having like aims and/or objects upon such terms and conditions as may be mutually agreed upon.
- (i) To purchase, sell, lease, mortgage, charge, exchange or otherwise dispose of any real or personal property as may be determined by the State Council of the League and to apply both capital and income thereof, and the proceeds of the sale or mortgage thereof, for or towards all or any of the objects herein specified.
- (j) To establish and to accept Trusts having for their object the welfare and benefit of any member or ex-member of the Armed Forces or their dependants, or to enable the League to more effectively attain the objects herein mentioned.
- (k) To engage in or carry on a trade or business of any kind whatsoever and, subject to this Deed, to apply the profits, income or capital of any such trade or business for any of the purposes or objects of the League.
- (l) To make contributions from any fund or funds of the League whether by way of gratuities, testimonials or otherwise to any person, body, institution or organisation in all cases where in the opinion of the League it is desirable in the interest of the League that such contributions should be made.

(m) To do all such other lawful acts and things as are incidental to or conducive to the attaining of these objects.

3. Anzac House will contain :-

- (a) Library.
- (b) War History Gallery.
- (c) Office accommodation for commercial letting, or otherwise as determined by the League.
- (d) Auditorium and Reunion Meeting Rooms.
- (e) Such refreshment and other facilities as the League may determine.

(B) THAT the said Trust shall be administered in accordance with the scheme hereinafter set out subject to such amendments or additions thereto as may be hereinafter made by the said League, namely :-

DATE OF COMING INTO OPERATION OF SCHEME

1. (a) The scheme for the administration of the said trusts shall be deemed to have come into operation on the First day of January One thousand nine hundred and forty-six.

(b) This Deed shall operate and be of full force and effect from and including the date hereof and from and including the date hereof the said Deeds of the Tenth day of April One thousand nine hundred and forty-six, the Nineteenth day of January One thousand nine hundred and forty-nine, and the First day of March One thousand nine hundred and fifty-eight, shall be deemed to be and are hereby cancelled, and save for the purposes set forth in the next succeeding paragraph hereof shall be of no further effect.

(c) Notwithstanding the preceding paragraph hereof no act matter or thing which shall have been done or executed under or by virtue of the said Deeds of the Tenth day of April One thousand nine hundred and forty-six, the Nineteenth day of January One thousand nine hundred and forty-nine and the First day of March One thousand nine hundred and fifty-eight, shall be invalidated and all acts matters and things which have been done or executed under or by virtue of the said Deeds shall remain of full force and effect as if they had been done or executed under and by virtue of these presents.

2. The Trust hereby created shall be known as the Anzac House Trust.

INTERPRETATION

3. In this scheme if not inconsistent with the context, the following words and expressions shall have the meanings hereinafter respectively assigned to them, that is to say :-

"The League" - means the Returned Services League of Australia (New South Wales Branch), which was known as The Returned Sailors Soldiers and Air-men's Imperial League of Australia (New South Wales Branch) until the 29th October 1965.

"The Council" - means the State Council of the League as elected from time to time in accordance with the Constitution Rules and By-Laws of the League.

"Serviceman or Woman" respectively mean the male and female members or ex-members of the fighting services of the Commonwealth of Australia or of any of its Allies.

"War" - means any war in which the Commonwealth of Australia has been or shall be engaged.

"Trust Fund" - means the proceeds of the Anzac House Appeal as more fully described in the recitals hereto and any income which has accrued or may accrue thereto.

"The Board" - means the Board of Management appointed to control and manage the Trust Fund on behalf of the League on the terms herein set out.

"The Public Members" - means three persons qualified to vote at elections of members of the Legislative Assembly of New South Wales who are appointed by these presents or by the Council to the Board as hereinafter mentioned.

BOARD OF MANAGEMENT

4. _____ There shall be and there is hereby constituted a Board of Management of the Trust Fund for the purpose of managing the same with such powers as are herein-after set forth or as shall be conferred further upon the Board by the League in pursuance of the powers in that behalf hereinafter contained. The appointment and constitution of the various Boards of Management appointed under the terms of any of the previous Trust Deeds is hereby confirmed and the Board of Management existing at the date of this Deed shall continue as if its members were duly appointed under this Deed.

5. _____ The Board shall consist of the following :

(a) _____ The Premier for the time being of the State of New South Wales.

(b) The President for the time being of the League.

(c) The Treasurer for the time being of the League.

(d) The Metropolitan Vice-President for the time being of the League.

(e) The State Secretary for the time being of the League.

(f) A member of the Council appointed by the said Council (hereinafter called "the Council member").

(g) The Public Members.

If any of the named persons in the last succeeding paragraph shall also be entitled to be a member of the Board by virtue of an office held by him then such person shall be deemed to be a member of the Board by virtue of such office and the Council if so requested by the Board shall appoint a person to act as a member of the Board in place of such named person PROVIDED HOWEVER that if such named person shall cease to hold the office which entitles him to be a member of the Board by virtue of his holding such office then he shall be entitled to remain a member of the Board in his capacity as such a named person and the person so appointed in his stead as aforesaid shall thereupon retire.

6. (a) On or before the First day of January in each year the Public Members shall retire in order of their appointments and the Council shall prior to their respective retirements appoint successors who shall be members of the Board until the third anniversary of the retirement of their respective predecessors.

6. (b) The Council member shall be appointed for a period of one year or so long as he remains a member of the Council whichever is the shorter period and shall then retire and the Council shall prior to or immediately after his retirement appoint a Council Member to succeed him who shall hold office for a similar period and on similar conditions.
- (c) Any Public Member or Council Member so retiring as aforesaid shall be eligible for re-appointment.
- (d) Should the office of any Board Member, other than that of a person holding office ex officio as aforesaid become vacant then such office shall be filled by the Council for the balance of any uncompleted term of office by a person qualified to fill the vacant office.
- (e) The aforesaid members of the Board elected or appointed by the Council shall subject to the conditions as to retirement beforementioned hold office until their respective successors are appointed or until their death resignation or removal from office as hereinafter provided.
- (f) Subject to the provisions hereof any member of Board shall ipso facto vacate his office;
- (a) if he takes any position of profit under the Trust except in accordance with the provisions hereof;
- (b) if he resigns his office;
- (c) if he is absent from three consecutive meetings of the Board without leave in

writing or recorded in the minutes of the Board meetings;

- (d) if he dies or becomes bankrupt, insane or otherwise incapable to act;
- (e) if he be declared by a majority vote at a meeting of the Council to have lost the confidence of the said Council of which he shall be given not less than seven days notice and at which he shall be entitled to be heard.

7. PROVIDED HOWEVER

(a) The Premier for the time being of the State of New South Wales if he so desires may nominate one person who is approved by the Board to take the place of the said Premier at meetings of the Board at which it may not be convenient for the Premier to attend and in such event the attendance of such person at meetings of the Board shall be deemed to be the attendance of the Premier for all purposes hereunder and such person shall have the vote at such meeting which the Premier would have had had he been personally present thereat PROVIDED HOWEVER that not more than one such person shall be so nominated unless the Board shall approve the nomination of any other person in his place or stead.

(b) If any member of the Board for reasons deemed by the Council and the Board to be sufficient shall find it impossible or inconvenient to attend two or more consecutive meetings of the Board the President for the time being of the

League shall if so requested by the Board appoint a person to take the place of such member during his absence from the Board as aforesaid.

(c) The Board shall have the right to seek the assistance of any person or persons whom by reason of their professional technical or other qualifications it considers to be of assistance to the Board in the Management and conduct of the Trust. Such persons shall be entitled to be present at the meetings of the Board by invitation of the Board and to join in the discussions of the Board but shall not have any vote on the deliberations and resolutions of the Board.

8. The President of the said Board of Management shall be the Premier of the State of New South Wales and the Chairman shall be the President for the time being of the said League or in the event of his not desiring to act then such other person as shall be nominated from time to time by the Board.

MEETINGS OF THE BOARD OF MANAGEMENT

9. (a) The Board shall hold meetings not less than four times in each year during the months of March, June, September and December at such times and in such places as the Board shall from time to time decide.

(b) Five members of the Board shall be a quorum.

(c) Any three members of the Board may at any time by notice in writing addressed to the Secretary request the Secretary to summon a

special meeting for any cause that seems to them to be sufficient but in such notice they shall specify the subject matter to be placed before the meeting.

(d) The Chairman or Secretary of the Board may summon a special meeting at any time.

(e) A notice in writing of all meetings whether Ordinary, Special or adjourned shall be delivered or sent through the post to each member of the Board by the Secretary or some other person acting under the direction of the Board or in the case of a special meeting by or under the direction of the person summoning the meeting seven days before the date of the meeting. The accidental omission to give notice to any member of the Board shall not invalidate any meeting held in the absence of such member.

(f) In the case of an adjourned meeting the same notice shall be given as to the original meeting unless the time between the day of such meeting and the date to which it is adjourned is too short to permit of this. In such case such reasonable notice shall be given as time will permit. Every notice of meeting shall state the place and hour of the meeting and if notice of a special meeting, shall further state the business or matters to be discussed thereat.

(g) If a quorum shall not be present within half an hour after the time appointed for any meeting, the members of the Board of Management present, or the Secretary if no such members are present

may adjourn the meeting.

- (h) Every question arising at every meeting of the Board shall be determined by the majority of the members present, including the Chairman, and voting on the question. If the voting shall be equally divided the Chairman shall have a casting vote. Any resolution of the Board may be rescinded or varied from time to time by the Board at the same or any subsequent meeting.

REMUNERATION

10. The Council of the said League may from time to time by Resolution approve of payment of fees to the members of the said Board out of the income of the Trust Fund.

OFFICERS AND GENERAL MANAGEMENT

11. (a) The Secretary for the time being of the League shall be the Secretary of the said Board.
- (b) The Board at its discretion may appoint an assistant secretary and such other persons as it considers necessary for the assistance of the secretary at such remuneration and upon such terms and conditions as the Board may think fit.
12. The Board may from time to time appoint at such remuneration and on such terms and conditions as the Board shall think fit, all such other officers and servants as in the opinion of the Board are reasonably required for the administration and management of the said Trusts.

13. The Board may appoint Committees not necessarily from its own members to carry out any particular objects of the said trusts with such powers and subject to such control, supervision and conditions as the Board may from time to time determine and may make regulations for such Committees or any of them.
14. The said Board may pay to any officers, servants, agents and counsel and solicitors, architects or other persons employed by them not being members of the said Board, such salaries, fees, costs and expenses and other remuneration as they think fit out of the Trust Fund.
15. The Board may from time to time prescribe and appoint the duties to be performed by the Secretary and other officers or servants of the Board.
16. The Board may obtain office accommodation and purchase or otherwise acquire office equipment on such terms as the Board considers reasonable.
17. In appointment of all paid officers, servants, agents counsel or solicitors, the Board shall give preference to Returned Servicemen and Women who are capable of effectively performing the duties required.
18. Subject to the directions of the Board the Secretary and Assistant Secretary (if any) shall conduct the correspondence and other business relating to the Trust and shall summon and attend all meetings of the Board, keep minutes of all meetings, keep the accounts of the Trust, prepare and furnish statements of account and shall perform such other duties as the Board may require.
19. (a) A Minute Book shall be provided and kept under the direction of the Board.

(b) Minutes of all proceedings of the Board and of the recommendations of all sub-committees thereof shall be entered in the Minute Book and shall be signed either by the Chairman of the Meeting at the conclusion thereof or by the Chairman of a subsequent meeting at which they shall have been duly confirmed.

20. (a) Signed declarations of acceptance of the position of a Board Member on the said Board and the entry of an address for service of notices on the said Board Member shall be entered in the Minute Book on the appointment of a Board Member.

(b) A Board Member shall notify the Secretary of any change of address and the Secretary shall cause such change of address to be noted in the Minute Book.

21. Full and proper accounts of all moneys received and paid respectively on account of the Trust shall be entered in proper books of account to be provided for the purpose. Such books of account shall be made up for each Trust year and shall be examined from time to time by the Auditor or such other person or persons as the Board shall appoint for that purpose and a report thereon certified as correct by the Auditor shall be submitted to the Board at its first ordinary meeting in the ensuing Trust year and shall be thereupon signed by the Chairman of the Meeting. All proper accounts in relation to the Trust shall be in each Trust year made out and certified to and audited as the Board shall direct.

22. A Banking Account for the purpose of the Trust shall be opened and kept at some bank or banks to be from time to time selected by the Board. Every sum of money received on account of the Trust shall be forthwith paid to the credit of such account.

23. (a) Until the retirement of the original Board all cheques and orders for the payment of moneys shall be signed by any two members of the Board.

(b) Thereafter such cheques and orders for the payment of money shall be signed by any two of the following :-

The President for the time being of the League.

The Treasurer for the time being of the League.

The Metropolitan Vice-President for the time being of the League.

The State Secretary for the time being of the League.

The Council Member.

(c) The Board may direct such person or persons as it deems fit to endorse any cheques payable to the Trust Fund for collection.

24. The Board shall provide some secure place wherein shall be kept in a fireproof receptacle the Deeds, muniments, vouchers, minute books, accounts and other documents of or relating to the Trust together with a list in writing of the same signed by the Secretary.

25. Within the limits prescribed by this scheme and subject to the Trust hereinbefore recited the Board shall have full power from time to time to make regulations for the conduct of the business of the Trust and for the management thereof and such regulations shall be binding on all persons affected thereby.

26. The members of the Board may receive any additional donations endowments or gifts for any special objects connected with or similar to those of the Trust which

shall not be in consistent with or calculated to impede the due performance of this scheme.

27. The Board of Management shall have full power to organise and conduct from time to time any appeal or appeals for funds for the purposes of the Trust.

ADMINISTRATION OF TRUST PROPERTY

28. The League having already procured the property the subject of this Trust to be paid and transferred to the League such property shall be applied by the Board for the purposes of this Trust and in carrying out the objects thereof with power for the Board in its absolute discretion to sell and convert into money such parts thereof as shall not consist of money or of investments or securities of the kind hereinafter authorised and to reduce into possession all things in action, and the Board shall hold such portions of the said property as shall be received by it and the proceeds of the sale and conversion thereof and all investments and securities in its possession in which any of the Trust property shall for the time being be invested upon the Trusts aforesaid and with and subject to the powers and provisions hereinafter declared and contained of an concerning the same.

POWERS OF MANAGEMENT

29. Subject to the limitations imposed by the objects of the Trust hereinbefore declared the Board shall have full power of management of the property of the Trust and may make out of the trust funds or the income thereof any outlay they may think proper for the purposes of this Trust and generally manage the same as if they were the absolute owners thereof.

30. Without prejudice to the general powers of management contained in the preceding clause and subject only to the limitations imposed by the declared objects of the Trust hereinbefore declared the Board shall have and in its absolute discretion may exercise the following powers with regard to the property of the Trust :-

- (a) To repair and insure houses and buildings.
- (b) To expend either capital or income or both on repairs to or improvements or additions to buildings or in the development of the property of the Trust.
- (c) To lay out any part or parts of the lands, the subject of the Trust, for streets, roads, paths squares, gardens or other spaces, sewers, drains or watercourses either to be dedicated to the public or not and to dedicate such of them as are to be so dedicated.
- (d) To grant any lease, including any head lease, tenancy, occupancy or licence, for such term not exceeding twenty-five years at such rent, occupation or licence fee and subject to such conditions as in the opinion of the League may be advisable, and to accept surrenders of such leases, head leases, tenancies, occupancies or licences.
- (e) To make compromises with or grant indulgences to any tenant or tenants or any person or persons.
- (f) To pay any debts of and claims on the Trust upon evidence which the Board shall think sufficient.

- (g) To accept any composition or security real or personal for any debt due to the Trust.
- (h) To allow any time for the payment of any such debt.
- (i) To accept payment of any debt in other than cash.
- (j) To release without payment of any debt or security.
- (k) To compromise compound or submit to arbitration all debts accounts claims and things whatsoever belonging or relating to the Trust.
- (l) To demolish and/or reconstruct such buildings as have been erected with or out of the said Trust funds including the memorial on the same or on another site.
- (m) To build and redevelop with such funds as may from time to time be available to the Board a building or buildings.
- (n) To mortgage, charge, or encumber from time to time and for any length of time the real and personal property of the Trust, upon such terms and at such rates of interest as the Board shall decide for the purpose of developing the said realty or for any other purpose or purposes consistent with the Trust.
- (o) To employ and dismiss such Managers or other persons as the Board shall think fit.
- (p) To borrow monies and secure the repayment thereof in any way the Board shall think fit.

- (g) To purchase lease or acquire lands for and on behalf of the Trust and to erect buildings thereon and to make contracts for the erection of same and to do all such things and acquire all such property necessary the more effectively to carry out the objects of the said Trusts.
- (r) To carry on broadcasting or television stations and to acquire any licence from the Government or otherwise to carry out broadcasts and television, and to purchase any such property as may be necessary for the proper conduct of any such broadcasting or television stations.
- (s) To reimburse the League for expenditure incurred from time to time, whether before or after the date hereof, on activities carried on by the League within the declared objects of the Trust.

POWERS OF SALE

31. The Board shall also be deemed to have full power of sale of the assets of the Trust and in exercising or performing the power of sale hereby or by this Deed given the Board may sell by public auction or private contract and for cash and on terms or for any valuable consideration and with or subject to any special conditions it may think desirable with full power to buy in rescind or vary any contract for sale and resell as aforesaid without being answerable for any loss, and generally to sell or otherwise deal with any property of the Trust in such manner as the Board in its uncontrolled discretion thinks fit with all the powers in that behalf of absolute owners.

POWERS OF INVESTMENT AND ACQUISITION

32. The Board may -

- (1) Acquire by bequest, gift or purchase, or otherwise, real and personal property of any kind, and may retain such property or subject to any specific trust relating to any bequest or gift deal therewith in whole or part by sale, and invest the proceeds thereof from time to time.
- (2) Invest any monies subject to the Trust available for investment in any one or more of the investments or securities upon which Trustees are from time to time authorised by law to invest Trust funds, and in addition to invest such monies or any part thereof on the official short term money market.
- (3) Invest such monies, or any part thereof, on the security of a first mortgage over real estate for any period not exceeding ten (10) years.
- (4) Vary any such investments or securities from time to time, for any other of the kinds prescribed.

APPLICATION OF INCOME AND CAPITAL

33. All the proper costs charges and expenses of and incidental to the administration and management of the Trust, including the expenses incurred in carrying out the directions and in exercising and performing the powers and duties, and the expenses of audit provided for herein shall be first defrayed by the Board out of the income and in so far as the income shall be insufficient out of the capital of the property the subject of the Trust.

34. For the purposes of performing the objects of the Trust or any of them the Board may from time to time realise such portions of the said investments or securities or retain on current account at the said Bank such portion of the Trust funds as they shall think necessary for such purpose. The Board may also apply and appropriate any property belonging to the Trust in its then present condition for any Trust purposes.

GENERAL PROVISION

35. (a) The terms and conditions of management of the Trust may be varied or amended from time to time by the League provided that such variations or amendments are not inconsistent with the declared objects of the Trust.
- (b) If such a variation or amendment shall be of a minor or temporary nature which in the opinion of the Board and the League shall not justify a formal Deed of Variation of these presents consent and approval to such a variation may be given by letter on behalf of the League and such variation shall have the same full force and effect as if a formal Deed of Variation embodying the same had been duly executed.
- (c) The Board shall cause this scheme to be printed, roneoed or multigraphed and a copy to be given to every member of the Board, member of the Council and Executive Officer of the Board and the League upon his appointment and copies shall be made available at a reasonable cost to all persons applying for same.

- (d) Subject to the provisions hereof any notice which may be required to be given for any purpose under this scheme will be in writing and may be given by delivering the same to the person to whom it is to be given or by sending it through the post in a prepaid letter or postcard addressed to such person at his last known address, or by sending it by prepaid telegram to such person at such address. Any notice sent through the post shall be deemed to be received on the day following that on which the letter or postcard was placed in a proper receptacle provided by the Postmaster-General for the posting of letters and any notice sent by telegram shall be deemed to have been received on the day on which such telegram has been left for despatch at a Telegraph Office.
- (e) The Chairman of the Board shall submit to each meeting of the Council a report on the Board's activities and shall supply to the League a certified copy of the Minutes of each Meeting of the Board.
- (f) No person dealing bona fide with the Board shall be concerned to inquire whether the provisions of this scheme relating to the conduct of the business by the Board of Management have been complied with.
- (g) An Annual Report of the Board shall be prepared at the end of each year corresponding with the financial year of the League and shall be submitted to the Council. A copy of such Report and of the audited balance sheet and accounts of the Trust shall be included in the Annual Report of the League.

SIGNATURE OF DOCUMENTS

36. Should it be necessary that the League should sign any document of any sort which shall be required to be signed following any decision of the Board which shall not be inconsistent with the Declared Objects of the Trust or with these presents the League will within a reasonable time after receipt of a request to that effect from the Board sign such document.

INDEMNITY

37. Every Board member and every person co-opted as aforesaid and every other officer of the Board shall be indemnified out of the funds of the said Trust against all loss and expense incurred in the discharge of his duties except such as may happen by his own wilful act or default and each one shall be chargeable only for his own acts neglects and defaults and not for those of any other person, nor for the insufficiency of any security for money invested or on title to any estate or property acquired, nor for any loss or damage which may happen in the discharge of his duties unless the same so happened through his own wilful neglect or default.

TERMINATION OF TRUST

38. If upon the winding up or dissolution of the League or the ceasing of the functions of the Trust there shall remain any surplus after the satisfaction of all debts and liabilities the same shall not be paid to or distributed by the said League or the Board but shall be given or transferred in accordance with the directions of a Judge of the Supreme Court of New South Wales exercising Equity Jurisdiction.

INCONSISTENCY

39. Should there be any inconsistency between the Declared Objects of the Trust and any or all of the terms and conditions of these presents the latter shall not thereby be invalidated but shall be read and construed in such modified form as shall be necessary to bring them or any of them within the declared Objects of the Trust.

IN WITNESS WHEREOF the Common Seal of the Returned Services League of Australia (New South Wales Branch) has been hereunto affixed the day and year first hereinbefore written.

THE COMMON SEAL OF THE RETURNED SERVICES)
SERVICES LEAGUE OF AUSTRALIA (NEW SOUTH)
WALES BRANCH) was hereunto affixed by the)
authority of Minute No. 54/72 of the State)
Council thereof dated the Tenth day of)
May, 1972 in the presence of)

E.C. Chapman
Councillor

J.D. Westwood
Councillor

WARREN G. OSMOND
State Secretary