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**Frances’ Leases at Olo: Introduction**

The leases at Olo perfectly exemplify family understandings about Lena’s 1960 Land Trust. What exactly did we own, and what might we do with it?

Some saw it as a “trust of convenience,” a way to retitle the land to keep it safe from government intervention after the Fono limited land ownership to only those of 51% or more Samoan blood.(Statute ASCA 37.0204) Some believed they were free to deal freely with the land, as if they owned full legal title. Others saw it as a gift of the use of the land for their lives and their children only, understanding that, after two generations, the land would go to blood qualified persons.

The inherent conflicts are obvious. Long term leases were viewed as a convenient way of keeping an income stream alive and available to non-Samoan heirs, past the two generation limit. No trustee with legal authority appeared.

Lena really did not believe she had given up legal title. Lena herself (and not the Trustee) signed and entered into a lease for the Coca Cola Bottling venture (see Lease). Frances entered into the 35 year “Moran” lease, believing it was her mother’s wish. (Affidavit of Bob Opelle). Unaware of the breadth of the stiff initial opposition (Family Conversation), she had left for France and then Southern California, and became insulated from that controversy. Later on, as Mike returned to invoke the 1974 Land Planning Agreement with his purchases of her land in 1998-1999, the lawyers were there to “help out.” Mike sued Frances and her Alai family tenants to break the lease claiming it to be “void” under the 1974 Land Planning Agreement. (complaint). Roy Hall hired Jeff Waller away from the Marshall Ashley Firm to bring this new Kneubuhl land sales business generated by Mike into his office.

When the legality and validity of leasing trust land came into dispute, (the rents were clearly detrimental to Frances), others saw this as an opportunity to generate an income stream for future non-beneficiaries, for example, when Douglas Jr. offered the Perelinis a lease-purchase agreement, despite that his father claimed a few years earlier that this was “illegal”.

The judge declined to agree, (Opinion and Order) ruling merely that too much time had passed (laches- see research); he may have noticed, too, the punitive effect, that Frances would have to buy the improvements, and that if he validated the 1974 Agreement, Mike could have invoked forfeiture, and gotten all of Frances remaining land. A long term lease of trust land could illegally extend the trust into a future time, even when there would be no more permissible beneficiaries. See especially *Craddick*. So the judge wisely left things as they were.