

Jurisdiction clauses in trusts

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Abstract

In November 2014, the Privy Council handed down its landmark judgment in *Crociani v Crociani* on forum, proper law, and jurisdiction clauses. The Privy Council addressed the significance of a clause subjecting a trust to the ‘exclusive jurisdiction’ of the law of a country, whether a clause stipulating the ‘forum for the administration’ of a trust is a jurisdiction clause, and the circumstances in which the court might decline to enforce a jurisdiction clause. The decision is of great significance to trust draftsmen and trust litigators alike.

Introduction

In commercial contracts, it is commonplace to provide that the courts of a particular state shall have jurisdiction to resolve disputes arising in relation to the contract. Such jurisdiction may be expressed to be exclusive or non-exclusive. English courts have enforced such clauses under the common law since the beginning of the 20th century, on the principle that parties should be held to their contractual bargain unless there are strong reasons to the contrary.

Historically, such clauses were not seen in trust instruments, but in principle it was perfectly possible for a settlor to create a trust that contained such a clause, although less clear what the effect of such a clause might be. At some point in the last century, trusts draftsmen began to incorporate express provision stipulating the governing law and the ‘forum for

administration’ of the trust. In the last decade, it has been argued that such clauses are jurisdiction clauses and there have been several decisions around the world that are not easy to reconcile.

In November 2014, the Privy Council handed down judgment in *Crociani and others v Crociani and others*¹ (*‘Crociani’*). The judgment confirms that it is possible to have an exclusive jurisdiction clause in a trust, and that the starting point, at least, is that there is a presumption that such a clause should be enforced by the courts. It also confirms that a stipulation of the ‘forum for administration’ of a trust is capable of being a jurisdiction clause, although on the particular construction of the trust instrument before it the Board concluded that it was not dealing with such a clause. Moreover, a mere stipulation of the forum is unlikely to be sufficient on its own, in any event, to confer exclusive as opposed to non-exclusive jurisdiction on the courts of the forum. While the judgment is welcome as an authoritative decision after full argument, there remain areas of uncertainty, as this article seeks to explain.

The problem

Trust practitioners will be familiar with a clause in a modern offshore trust deed that provides something along these lines (‘a forum clause’):

The validity and construction of this deed and each and every trust hereby created shall be subject to the exclusive jurisdiction of the law of Ruritania which shall be the forum for administration thereof.

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1. [2014] UKPC 40.

The principal questions that arise are these:

- i. Is this a jurisdiction clause conferring jurisdiction on the courts of Ruritania?
- ii. If so, is it an exclusive jurisdiction clause?
- iii. If the answer is again yes, over what claims does it confer exclusive jurisdiction on Ruritania?
- iv. And finally, if it is an exclusive jurisdiction clause over the claims in question, in what circumstances can it be displaced?

The previous case law

In 2002 the Jersey Court of Appeal in *Koonmen v Bender*² held that a clause stipulating Anguilla as the ‘forum for administration’ conferred exclusive jurisdiction over hostile trust proceedings on the courts of Anguilla. This came as a surprise to many practitioners and it was subjected to scathing criticism by Professor Paul Matthews³ in his article ‘What is a Trust Jurisdiction Clause?’, *Jersey Law Review*, October 2003.

Koonmen drew attention to an earlier decision of the Royal Court in *EMM Capricorn Trustees Limited v Compass Trustees Limited*.⁴ Further decisions followed around the world: *Green v Jernigan*⁵ in the Supreme Court of British Columbia; *Helmsman Limited v Bank of New York Trust Co (Cayman) Ltd*⁶ in the Grand Court of the Cayman Islands; *Re the Representation of AA*⁷ in the Royal Court of Jersey; and *In the matter of A Trust*⁸ in the Supreme Court of Bermuda.

These earlier decisions can be summarized as follows:

- i. All the cases involving a forum clause⁹ (apart from *Helmsman*, which did not need to decide

the question) concluded or assumed that a clause stipulating the ‘forum for administration’ of a trust was a jurisdiction clause.

- ii. Apart from *Helmsman* and *Re AA*, they also found that the clause conferred exclusive jurisdiction on the courts of the forum.
- iii. The recent cases began to examine what types of claim were caught by the exclusive jurisdiction of a forum clause – the conclusion in *In the matter of A Trust* being that only claims relating to the administration of a trust are caught.
- iv. It had been suggested that ‘exceptional circumstances’ (*Koonmen v Bender*) or (the arguably lower threshold of) ‘good reason’ (*Re AA*) was required to displace an exclusive jurisdiction clause.

On 7 April 2014, the Jersey Court of Appeal handed down judgment in *Crociani*.¹⁰ The decision criticized *Koonmen v Bender* as wrong and called into question whether such clauses were jurisdiction clauses at all. However, the Court of Appeal went on to conclude that if there was an exclusive jurisdiction clause in a trust, then it should be approached in the same way as a contractual jurisdiction clause and enforced unless there were strong reasons not to. The Court of Appeal gave permission to appeal to the Privy Council.

Crociani—the facts

In 1987, Mme Crociani created the Grand Trust, governed by the laws of The Bahamas and with The Bahamas as the forum for administration. Cristiana Crociani claims that she is the principal beneficiary of Cristiana’s Fund (which comprised 50 per cent of the Grand Trust) and her daughters are entitled to the

2. [2002] JCA 218.

3. Professor Matthews’ firm, in case it is thought relevant, acted for the losing party.

4. [2001] JLR 205.

5. 2003 BCSC 1097.

6. 2009 CILR 490.

7. [2010] JRC 164.

8. [2012] SC (Bda) 72.

9. In *EMM Capricorn*, the jurisdiction clause appears not to have been a forum clause.

10. [2014] JCA 089.

Fund on her death. Under the terms of the Grand Trust, the trustees are not authorized to distribute funds to Mme Crociani.

Clause 15 of the Grand Trust provided:

Except as herein provided the validity and construction of this Agreement and each trust hereby created shall be governed by the law of the Commonwealth of The Bahamas which shall be the forum for the administration thereof.

Clause 12 of the Grand Trust conferred power on the trustees to appoint a new trustee or new trustees outside the jurisdiction at that time applicable to the Grand Trust and to change the governing law to the country of residence of the new trustee or trustees. Upon such an appointment, Clause 12 provided:

thereafter the rights of all persons and the construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and construed only according to the law of the said country which shall become the forum for the administration of the trusts hereunder.

Non-Bahamian trustees were appointed in 1992 and the governing law was changed twice before 2007. In 2007, a Jersey trustee was appointed ('BNP') to act as trustee with Mme Crociani and another and the governing law changed to Jersey.

In 2011, the relationship between Mme Crociani and Cristiana deteriorated. In 2013, Cristiana commenced proceedings in Jersey seeking to set aside various appointments and distributions from which Mme Crociani had benefitted. This included the appointment of assets of over US\$100 million to a revocable Jersey trust created by Mme Crociani, which she had since revoked, withdrawing the funds. It was common ground that when the trustees of the Grand Trust made all but one of the disputed distributions and appointments from the Grand Trust, its proper

law was Jersey law. The bulk, and possibly all, of Cristiana's claims will, therefore, be determined applying Jersey law.

Shortly after Cristiana began to enunciate her claims, by a deed in 2012 ('the 2012 Deed of Retirement'), the Grand Trustees purported to retire in favour of a Mauritian trust company. In her Order of Justice, Cristiana challenged the validity of the 2012 Deed of Retirement (inter alia) on the basis that the Grand Trustees made it with the improper motive of forestalling the claims of a beneficiary to hold them to account, and it was, therefore, a fraud on a power.

The Defendants accepted service of the proceedings in Jersey but issued rival proceedings in Mauritius and applied to the Royal Court for a stay in Jersey on the grounds of *forum non conveniens*. The Defendants contended that the effect of Clause 12 is to confer exclusive jurisdiction on the courts of the country of residence of any trustee who replaces the original trustees, and since the 2012 Deed of Retirement, that country is Mauritius.

The first issue: whether a jurisdiction clause at all

The Board's decision makes clear that the relevant words in Clause 12 of the Grand Trust (and, therefore, also in Clause 15 and the hypothetical Ruritania forum clause referred to above) have two functions. The first function is to identify the proper law of the trust. The second is to stipulate the 'forum for administration'.

Proper law

The reference to 'the exclusive jurisdiction of the law' may mislead (and did so in *Koonmen v Bender*). As a matter of trust law, it is possible that distinct systems of law of different states may apply to separate aspects of a trust and its administration—this is known as *dépécage*.¹¹

11. See the von Overbeck Explanatory Report on the Hague Trusts Convention.

The common law recognized that questions of the construction and validity of trusts might be governed by one system of law, and questions relating to the rights and duties of the trustee in the administration or management of the trusts might be governed by a different law. In *Re Pollak*,¹² South African law applied to the construction of the testator's will, which created the trust, but it was held that English law applied to the administration of the trusts, because the bank trustee appointed by the testator was resident in England.

When the Hague Convention on Trusts of 1985 was agreed, it was of particular interest to the USA¹³ that the principle of *dépêçage* was preserved. Under Article 9 of the Convention, it was expressly provided that a settlor of a trust may choose a different law to apply to severable parts of a trust.

So it is possible that distinct systems of law can apply to separate issues affecting the trust and its administration. The purpose of the words 'exclusive jurisdiction . . . of the law' is, therefore, merely to clarify that all aspects of the trust are to be governed by the specified law. One can find precedents going back to the 1980s, showing that it was common to include provisions stating that trusts should be construed, take effect, and governed 'exclusively' according to the proper law.¹⁴

Forum for administration

The second objective of Clauses 12 and 15 is to stipulate the 'forum for administration' of the trust. This is where the trouble begins.

The reason why trusts draftsmen began to include clauses stipulating the 'forum for administration' of a trust is not clear. The word 'forum' may mean either a public place, or a place of assembly or meeting, or a court.¹⁵ The 'place' of administration can determine the governing law,¹⁶ and may have tax consequences,¹⁷ and it may have been these considerations that the draftsmen originally had in mind. Certainly, there are a number of trust precedent books that used the phrase 'forum' of administration in the sense of 'place' of administration, both at the time the Grand Trust was created¹⁸ and now.¹⁹ On the other hand, the phrase 'forum for administration' first appeared in a number of succession duty cases where it appeared to refer to the courts of the forum. But there was no identifiable reason why a draftsman in the 1980s would wish to routinely create a jurisdiction clause in a private family trust. In trust practitioners' textbooks and trust precedents published in the period down to the date of the Grand Trust on 24 December 1987 (or in the decade thereafter), there was no trace of any description of, or recommendation for, or precedent for, a jurisdiction clause in a trust instrument.²⁰

12. [1937] TPD 91 and see the explanation of the decision in *Chellaram v Chellaram* [1985] Ch 409, 430–32.

13. No doubt because of its federal and state system, whereby a trust might be created in one state but have beneficiaries, assets, and administration in another.

14. See Additional Form 13 clause 17 in *Encyclopaedia of Forms and Precedents* (EF&P), vol 20 'Settlements' (Butterworths 4th edn 1971).

15. See *Concise Oxford English Dictionary* (OUP Oxford, 7th edn, 1982) 387.

16. For example, in the USA the local law governing the administration of a trust is either the local law of the state designated by the settlor or, if there is no such designation, the local law of the state in which the settlor has indicated the trust should be administered; See ss271–272 of the American Restatement of the Law, Second, Conflict of Laws 2d. See also s 4(3) of The Bahamas Trusts (Choice of Governing Law) Act 1989, which provides that a stipulation that The Bahamas shall be the forum for the administration of a trust is conclusive evidence, subject to any contrary term of the trust, that the settlor intended the laws of The Bahamas to be the governing law of the trust.

17. The 4th edn of the EF&P (n 14) on Settlements (1971) at para 392 said: 'In order to relieve the tax and estate duty burden falling on the income and capital of settled property it may be desired to change an English settlement into a foreign settlement. It has therefore become common practice to include provisions in settlements to enable the place of administration of the trusts to be changed to a place outside the United Kingdom.'

Furthermore, in the UK legislation relating to capital gains tax (CGT) non-resident trustees are *prima facie* not liable for CGT on the gains arising from their disposals. From 1965 to 2007, in order to identify whether or not trustees were to be treated as non-resident, it was important to ensure not only that the place of residence of the trustees was outside the UK but also that the place where 'the general administration of the trusts' was carried on was outside the UK.

18. See EF&P(n 14), Form 1:H:40, 626. (Other precedents for discretionary settlements incorporated this Form, eg Clause 12 of Form 3:C:20, 827–31) .

19. See EF&P 5th edn vol 40(1) Trusts and Settlements (2014) Forms 227 and 279, 611–12 and 639–40, especially the reference to 'forum' in footnote 1 on 640.

20. As regards works published before or shortly after 24 December 1987, searches were made in *Underhill Law relating to Trusts and Trustees* (Butterworths 14th edn, 1987); *Lewin on Trusts* (16th edn, 1964); the EF&P (n 14); *Key & Elphinstone* (1953); *Risdon's Modern Conveyancing Precedents* (1971); *Parker's Modern Conveyancing Precedents* (1964) and (1989); *Hallet's Conveyancing Precedents* (1965); *White on Practical Trusts: Law, Tax and Precedents* (1994); *Davies on Will Precedents and IHT* (1988); *Underwood's Practical Trust Precedents* (1986); *Withers International Trust Precedents* (1989). *Dacey & Morris on the Conflict of Laws* (11th edn) and *The American Restatement of the Law Second, Conflict of Laws 2d* (published in 1959 and not replaced until after 1987) contain no such recommendation for an exclusive jurisdiction clause in a private family trust, nor do post-1987 trust precedent books.

After reviewing the use of the phrase in case law and trust precedent, the Board concluded that the expression 'forum for administration' did not have any well-established technical meaning. The Board held that in the context of a trust the phrase *can* refer to the court that is to enforce the trust. However, it might also refer to the place where the trust is administered in the sense of its affairs being organized. As a matter of construction, the Board was satisfied that in the Grand Trust, the phrase was used by the draftsman to mean the *place* of administration.

It is implicit in the Board's decision that if, as a matter of construction, a forum stipulation in a trust refers to the courts of the forum, then it would be a jurisdiction clause. This is significant because many trust instruments and precedents have forum clauses that expressly refer to the courts of the forum. For example, in *Helmsman* the relevant part of the clause provided:

The forum for the administration of this settlement shall . . . be the courts of England and Wales.

One may surmise that many draftsmen who introduced the reference to the courts of the forum believed they were improving the drafting without realizing or intending to thereby create a jurisdiction clause. But as a matter of objective construction, it is impossible to ignore the words deliberately used.

In addition, it is worth noting that the Board referred only briefly in its judgment to the *Koonmen v Bender* line of cases. The Grand Trust was created long before *Koonmen v Bender* and the subsequent cases. The Board observed that if when the Grand Trust had been created there had been a well-established judicial consensus, then it may well have reached a different conclusion. Until the Court of Appeal decision in *Crociani*, there does appear to have been a measure of judicial consensus in the *Koonmen v Bender* line of cases that a forum clause was a jurisdiction clause. In relation to a trust created

after those cases but before the Court of Appeal decision in *Crociani*, there may, therefore, be an argument that the draftsman should be taken to have intended the clause to be a jurisdiction clause.

The second issue: whether an exclusive jurisdiction clause

It may, therefore, be very important that the Board went on to make an observation *obiter dicta*. Even if the forum stipulation in the Grand Trust was a jurisdiction clause conferring jurisdiction on the courts of Mauritius, the Board doubted that merely stipulating that the courts of Mauritius 'shall' be 'the' forum for administration was sufficient on its own to make the clause an *exclusive* jurisdiction clause. This is significant because this had been part of the reasoning in *Koonman v Bender* and *In the matter of A Trust*, and the Board's comments suggest that such reasoning is unreliable. While it is of course a matter of construction of each trust instrument, these obiter comments suggest that while a forum stipulation is capable of being a jurisdiction clause, most such clauses will not be an *exclusive* jurisdiction clause.

The third issue: over what claims does it confer exclusive jurisdiction

In the light of its conclusion that a mere stipulation of forum does not create an exclusive jurisdiction clause, it was not necessary for the Board to consider whether hostile breach of trust claims would be caught by it.

In the rare case in which there is forum stipulation that, on its true construction, is an exclusive jurisdiction clause, the decision of the Court of Appeal in *Crociani* will be relevant.²¹ The Court of Appeal endorsed the view that there is a 'substantive dividing line' between administration proceedings, on the one hand, and hostile trust litigation, on the other, albeit it is sometimes difficult to draw bright lines to distinguish the two types of case. At the time of the

21. See also the view expressed by Kawaley CJ in *In the matter of A Trust* that such a clause only conferred exclusive jurisdiction on applications 'involving the administration of the trust'.

execution of the Grand Trust in the 1980s, not only in England but also in Commonwealth jurisdictions like Hong Kong, The Bahamas, Bermuda, and Cayman, non-contentious matters concerning trust administration tended to be initiated by originating summons, whereas hostile claims for breach of trust were initiated by writ. The boundary between matters of administration and hostile claims may not always be easy to draw, but the Court of Appeal observed that this broad distinction has long existed. So even if Clause 12 had been a jurisdiction clause, the Court of Appeal did not regard the hostile claims for breach of trust in the Jersey proceedings as capable of being caught by it.

The fourth issue: the test for displacing an exclusive jurisdiction clause in a trust

It was common ground that if Clause 12 conferred exclusive jurisdiction on the courts of Mauritius over Cristiana's claims in the Jersey proceedings, then the Royal Court, nevertheless, retained a discretion to permit the Jersey proceedings to continue. What was disputed was the correct test to apply.

The Court of Appeal held that the test to be applied by analogy was that which applied in cases where there was a contractual jurisdiction clause—a contractual jurisdiction clause is enforced unless there are strong reasons not to do so and considerations that were foreseeable at the time the contract was agreed cannot amount to strong reasons. The Privy Council disagreed. In the Board's view, it should be less difficult for a beneficiary to resist the enforcement of an exclusive jurisdiction clause in a trust deed than for a contracting party to resist the enforcement of an exclusive jurisdiction clause in a contract.

The reason lies in the underlying principle that the court is applying when it enforces an exclusive jurisdiction clause. In a contractual case, the court is holding the parties to the contract to their bargain. It is possible to trace a distinct line of cases dating back to the early 20th century, whereby the English courts

have exercised their discretion under the inherent jurisdiction to stay proceedings in England where the proceedings were in breach of an agreement—that is, effectively to give specific performance of a contract. The Board observed that the principle being applied was explained by Lord Bingham in *Donohue v Armco Inc*²² as follows:

If contracting parties agree to give a particular court exclusive jurisdiction to rule on claims between those parties, and a claim falling within the scope of the agreement is made in proceedings in a forum other than that which the parties have agreed, the English court will ordinarily exercise its discretion (whether by granting a stay of proceedings in England, or by restraining the prosecution of proceedings in the non-contractual forum abroad, or by such other procedural order as is appropriate in the circumstances) to secure compliance with the contractual bargain, unless the party suing in the non-contractual forum (the burden being on him) can show strong reasons for suing in that forum. I use the word 'ordinarily' to recognise that where an exercise of discretion is called for there can be no absolute or inflexible rule governing that exercise, and also that a party may lose his claim to equitable relief by dilatoriness or other unconscionable conduct. But the general rule is clear: where parties have bound themselves by an exclusive jurisdiction clause effect should ordinarily be given to that obligation in the absence of strong reasons for departing from it. Whether a party can show strong reasons, sufficient to displace the other party's prima facie entitlement to enforce the contractual bargain, will depend on all the facts and circumstances of the particular case.

In a trust case, however, while a beneficiary who wishes to take advantage of a trust can be expected to accept that he is bound by the terms of the trust, this is not a commitment of the same order as a contracting party. Furthermore, unlike contractual cases, the court has an inherent jurisdiction to supervise and

22. [2001] UKHL 64, [2002] 1 All ER 749.

intervene in the administration of trusts, primarily to protect the interests of beneficiaries. So while the Board regarded it as right that a trustee is prima facie entitled to enforce an exclusive jurisdiction clause, the weight to be given to the existence of the clause is less than in contractual cases or, to put it another way, the strength of the arguments needed to outweigh the clause is less. Beyond saying this, the Board did not attempt to specify further guidance as to the principles to be applied by the court.

In principle, a trust exists for the benefit of its beneficiaries, not its trustees, *absent* special provision. The administrative powers of trustees are conferred on the trustees for the purpose of enabling them to administer the trusts for the benefit of their beneficiaries and in the beneficiaries' best interests. So a trustee proposing to exercise those administrative powers to enforce an exclusive jurisdiction clause in litigation must do so for the benefit of the beneficiaries and in the beneficiaries' best interests. Approaching the matter from principle, it would seem that the key consideration for the court in deciding whether to enforce or ignore an exclusive jurisdiction clause in a trust should be the interests of the beneficiaries. The Board's express reference to the supervisory jurisdiction of the court being primarily to protect the beneficiaries and its statement that 'one would normally expect the trustees to come up with a good reason for adhering to the clause' provide some support for this view.

One more unresolved issue

The Grand Trustees could argue that Clause 12 conferred exclusive jurisdiction on the courts of Mauritius only because of the 2012 Deed of Retirement, which Cristiana was suing to set aside. Following through on its application of contractual principles, the Court of Appeal had decided that once the Defendants had crossed the threshold by showing at this preliminary stage that they had the 'better of the argument' on the material presently available to the court as to the validity of the 2012 Deed of Retirement, it was irrelevant that Cristiana was

seeking to set it aside. Referring to the contractual test, the court said this:

I accept that the "*better of the argument*" test is relevant where it is necessary to identify whether the Court can ignore as void or, indeed, voidable the exercise of an exclusive jurisdiction clause whose propriety is challenged. While *Bols* and indeed the passage in *Dacey Morris and Collins* are concerned with contract, not trust, for reasons set out below I do not consider that to be material. [Non sequitur that the existence of a non-demurrable challenge to the propriety of such a clause is not a factor to be taken into account in an assessment of circumstances to meet whatever is the displacement test.] Furthermore I do not consider Rs can satisfy that test on the present state of the evidence, whatever may be position if the deponents of affidavits were to be cross examined. I trust that I have avoided in articulating my conclusion in this way any pre-judgment of the kind warned against by Rix LJ in *Konkola Copper Mines v Coromin* [2006] 1 All ER (Comm) 432 (para 96).

The Respondents sought to argue that this contractual approach should not be applied in trust cases. If the court decides that a contractual exclusive jurisdiction clause applies—or that the person relying on it has the better of the argument—the decision may well not be revisited at trial; and each of the parties to the contract will have equal knowledge about the circumstances in which the contract arose. By contrast, here the validity of the 2012 Deed of Retirement will itself be a matter for the trial. Additionally, as in most trust cases, at this early stage of the proceedings, the trustees had not provided disclosure of all the relevant documents to Cristiana, about the events leading up to the Grand Trustees' execution of the 2012 Deed of Retirement. Neither the court nor the beneficiaries had seen the Grand Trustees' documents or heard their answers to cross-examination about their actual purposes in entering into the 2012 Deed of Retirement. It is for this reason that, the Respondents maintained, when deciding where the

case should be heard, the court should not prejudge the issue about validity. Nevertheless, the court was entitled to take into account the fact that there would be a serious dispute at trial about the validity of the 2012 Deed of Retirement.

The Board observed that the argument raised difficult issues that could have wide implications and declined to express a view on this issue as it was not necessary to do so.

Concluding remarks

As stated earlier, the purpose of including a forum clause in a trust is obscure. The phrase ‘forum for administration’ is not fit for purpose, whatever that purpose is. Furthermore, the use of words like ‘exclusive jurisdiction’ to identify the extent of the governing law is dangerous. We conclude with the warning issued by Martin JA in the Court of Appeal:

It seems to me that to use the expressions “*exclusive jurisdiction*” and “*forum for administration*” in trust instruments is to invite misconstruction. If the

intention is to identify that the proper law is to apply to all aspects of the trust, from its inception to its execution, there are better and clearer ways of saying so than by referring to the exclusive jurisdiction of the proper law. If the intention is to tell the world – or its tax authorities - that a trust is domiciled and administered in a particular place, there are better and clearer ways of saying so than by referring to the forum for administration. Moreover, a reference to exclusive jurisdiction may have the consequence that, whatever the intention of the draftsman, exclusive jurisdiction is conferred over all trust disputes for the purposes of Article 23(4) of the Judgments Regulation (Council Regulation 44/2001). Similarly, a reference to the forum for administration may have the effect of conferring jurisdiction for all disputes under Article 5(6) of the Regulation. In my view, it would be better if the expression “*exclusive jurisdiction*” were reserved for cases where it is genuinely intended to confer exclusive jurisdiction over all trust disputes on the courts of a particular country; and better if the expression “*forum for administration*” were abandoned altogether.

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