

OTHER

- CONSULATES
- NORWAY
- Knut SOLBAK &
Others 1930

FI & Dependencies
Sealing Co Ltd

(1+ pg)

FIC/OC/NOR/1#9

THE FALKLAND ISLANDS & DEPENDENCIES SEALING COMPANY LD.

Port Stanley, 17th February 1950.

To the Royal Norwegian Consulate
Port Stanley
Falkland Islands.

Sir,

We have been informed by telegram from Albemarle, that a certain number of the labourers, sailors, and others of our employees, have abandoned work at Port Albemarle and are likely to arrive in Port Stanley today.

All these men have been contracted to work for us in Norway, and the contracts have been signed in that country, as per specimens enclosed. We believe that all the contracts are identical to either one or other of these specimens.

As by abandoning their work at Port Albemarle (or anywhere else where the interests of the Falkland Islands & Dependencies Sealing Company Limited demand their presence) they are not only breaking their signed contracts, but are also causing their employers immeasurable damage, we wish each individual man, as per a list of names which we shall submit as soon as possible, notified officially by the Royal Norwegian Consulate, that they are each one, individually and collectively, (de mancomun et insolidum) held responsible to the Falkland Islands and Dependencies Sealing Company Limited, for all loss, damage, expenses, loss of trade, deterioration of material, which the company may suffer immediately or in the future, due to their having abandoned their work and taken it upon themselves to commandeer the s.s. "Afterglow" to transport them into Stanley.

Furthermore that the fact of their having taken it upon themselves to take possession of the s.s. "Afterglow", presumably her coal, oil, victuals, and other provisions, they are committing an act which might very well be qualified as theft, as they are only in possession of the said vessel, her coal, oil and provisions to do the business of the Sealing Company, and not for same to be put, without authority, or any situation of calamity, such as disease etc., to the use which they have apparently put the ship to.

We wish this protest to be notified by the Royal Norwegian Consulate in this manner because the men are all, to the best of our knowledge, Norwegian Nationals, but we reserve the right to at the same time notify the Civil Authorities of this Colony, for such other actions as we may find it expedient or necessary to hold against these men.

Thanking you in anticipation for courtesy and attention to this very serious matter, we remain,

Yours faithfully,

for and on behalf of the Board of
Directors of the Falkland Islands,
& Dependencies Sealing Co. Ltd.

H.R. Watson
John G. Gunnison

	<u>Horn</u>	<u>Job.</u>		
Petter Flisnes	9. 11. 1903	Fangsmann	£7.-	Kr.130
Arthur Hansen	27. 7. 1904	do.	£7.-	Kr.100
Oli Arthur Johnsen	28.1.1907	Steward	£8.-	Kr.100
Karl Ingvoid Hansen	16.1.1905	Mechanic	£8.-	Kr.100
Ingvoid Olaf Ruse	25.11.1907	Motorman	£8.-	Kr. 75
Mathias Koruellis Mork	18.10.1901	Fangsmann	£7.-	Kr.100
Andreas Mathias Fjortoft	9.1.1905	do.	£7.-	Kr.120
Oscar Andreas Fjortoft	14.4.1896	do.	£7.-	Kr.130
Hans M. Hansen Kolvik	3.6.1904	do.	£7.-	Kr.100
Edward Blinheim	11.8.1906	do.	£7.-	Kr.100
Hilmar Johans Nass	1.8.1906	do.	£7.-	Kr.100
Karl Sigvoid Solli	6.8.1900	do.	£7.-	Kr.130
Arne Ragnar Fylling	4.8.1902	do.	£7.-	Kr.120
Knut Sverre Leira	20.9.1896	Motor mach.	£10.-	Kr.160
Norvald Liavogg	26.10.1910	Fangsmann	£7.-	Kr.100
Olaf O. Feste	6.4.1891	do.	£7.-	Kr.130

HYREKONTRAKT

Undertegnede *med m/s Belleville* har fullmakt å underkveie kontrakt hjemmehørende i av

reg. t. br. og med maskine på ind. h.k.*)

og *Petter Flinnes* født den *9/11-03*

i og nu hjemmehørende (boende) i *Ålesund*

har inngått følgende kontrakt:

1. Den forhyrte skal tjenestgjøre som *faugeten* ombord i fartøiet, med de forpliktelser og rettigheter som er bestemt i norsk lovgivning.

2. Forhyringen skal gjelde: **)

a. for skibets reise fra *Ålesund* til *Salfaugt Fulkland*

b. for et tidsrum av *2 år*

c. inntil avmønstring, som kun kan finne sted i

d. inntil videre med en gjensidig opsigelsesfrist av

3. Tjenesten skal tiltres ombord den *13 SEP. 1929* kl. Reise til skibet fra forhyringsstedet tiltres den **)

4. Hyren erlegges med **)

a. *27 -* pr. måned regnet fra og med *13 SEP. 1929*

+ *slott* for hele reisen, som forutsettes å ville medta en tid av

Avtalt trekk *130 pr. md.* som utbetales første gang den

Forskudd

5. Overtidsbetaling (forsåvidt angår fartøi som ikke inngår under lov om arbeidstiden ombord av 11. juli 1919) erlegges med *2.0* pr. time.

6. At tvist om denne kontrakts rette forståelse foreløbig skal avgjøres av norsk konsul og ikke i utlandet kunne innbringes for nogen utenlandsk myndighet. Videre er avtalt følgende spesielle vilkår (er sådanne ikke avtalt, slås der en strek over nedenstående åpne rum):

Forøvrig i henhold til SÅREKONTRAKT med rederiet.

ÅLESUND, den *13 SEP. 1929*

for selskapet
ÅLESUND GFF. ARBEIDSKONTOR

Petter Flinnes

Sjømannsavdelingen *Sjømennene*

Det bekræftes, at ovenstående kontrakt i mitt nærvær er oplet og vedtatt, etterat sjømannen av mig er blitt spurt om de foreløbige hyreavtale er gitt ham noget tilsagn eller løfte som ikke har fått uttrykk i kontrakten.

Mønstringskontoret i Ålesund



A. A. Svessen

*) Maskinens størrelse anføres kun hvor maskinen er hovedtreddriftsmiddel
**) Stryk det som ikke passer.

★
Kontrakt.

Undertegnelse The Falkland Islands & Dependencies Sealing Company,
Limited, Port Stanley, Falkland Islands S.A. og *Petter Flisnes*
født den *9/11 1903* i *Alesund* og nu hjemmehørende i *Alesund*
har indgået følgende kontrakt:

1. Den forkyrede skal tjenestegjøre som *fangsman* ombord i selskaps-
ets fartøi "Belleville" eller andet av selskaps tilhørende eller
eller leiet fartøi, eller eventuelt ved selskaps landstation eller
andet sted hvor selskapet måtte ha bruk for ham, under omfanget ved
Falkland Islands.
2. Tjenesten tiltrædes ved avreisen fra Norge den *13/9* og skal vare i
2, to år fra ankomsten til foldet, hvorfra efter mandskapet har krav
paa fri reise hjem til Norge.
3. Lønnen erlægges med *7* pr. måned for hele reisen, samt i løst
paa samme betingelser som de andre mandskaper dernede.
4. Akordert træk kr. *30.-* pr. måned der forfalder til utbetaling sær-
første gang efter modtaget telegram fra Port Stanley om at mandskapet
er ankommet dertil, og da den lte i den derpaa kommende måned.
5. Mandskapet forpligter sig til suavel søn- og helligdag-son natur-
beide, mot at der for arbeide i overtid fra 6 aften til 6 morgen
goddgjøres efter avtale med F. I. & D. S. Co.

Skulde forlis eller havari indtræffe og fangsten derved ophøre, ophører
ogsaa lønnen. Arbeidstiden er fra kl. 6 morgen til 6 aften eller uten
overtidsbetaling vagt om vagt eller vekselvis dag og nat, saafremt dette
beordres.

Jeg forpligter mig til om det skulde forlanges at assistere
med alt arbeide for selskapet der kan være til fordel for dette, her-
under indbefattet arbeide vedkommende fiskens bedriften ombord i hvil-
ketsohelst av selskaps skibe eller landstation.

Hvis de forkyrede paa turen eller i tjenesten er drukken, op-
setsig, udmelig, skaffer tilveie berusende drikke, forsommer paalagte
arbeids plikter, viser stödig og uordentlig opførsel eller uten tillet-
else forlater tjenesten, kan i hvert enkelt tilfælde straffes med tap av
lønn eller part efter selskaps bestemmelser.

Selskapet utbetaler træk til fastsat tid ved sin representant
i Norge.

I tilfælde forlis, havari eller andre uforudseende tilfælde
der nødvendiggjør avbrydelse eller indskrenkning av fangsten, utbetales
ingen erstatning for eventuelt parttap. - Skulde forlis eller havari
indtræffe og fangsten derved ophøre, ophører ogsaa lønnen. Hjemreisegodt-
sjørelsen bibeholdes.

SKYTEVA BEE HAA IKKE MEDTAS:

Til bekreftelse herav underskrives denne kontrakt egenhendig av os
begge.

Alesund den 12. sept. 1929.

Petter Flisnes.

The Falk. Islands & Dep. Sealing Co. Ltd.
for E. Moen-Andersen.

ÅLESUND OFF. ARBEIDSKONTOR

Sjønmandsavgjøring
12. Sept. 1929

5

The Falkland & Dependencies Sealing Co. Ltd.

Agreement of men from Norway.

Translation.

1. This man agrees to do duty as ----- for the Sealing Company on any of the Company's boats and to work on shore station or any other place where the Company may have use for his services.
2. Engaged from the time of leaving Aalasund for a period of ----- from the time of arriving in Stanley, on serving their time the crew shall have a free passage to Norway.
3. The wages are ---- per month and ---- lot and overtime to be at the same rate as last crew.
4. Allotment to be paid in Norway ----- to be paid first on receiving cable from Stanley to say that crew had arrived safely.
5. This man has to work holidays and Sundays and night work the hours to be from 6 to 6, and after this hour they are entitled to overtime at a rate to be fixed.

If Vessel is wrecked and catch stopped the wages are stopped. The working time is from 6 to 6 or on watches for ordinary wages, if working at night to have the day off. To do any kind of work in the interest of the Company, in any of the Company's boats or Station.

If on the way from Norway, or on the works is drunk, or refuses to work, or is not capable to work, or -
- carries liquor to any person on the works, or ~~neglects~~ neglects his duty, or agitates or leaves work without permission can in every instance be fined or lose wages as the Company may direct.

The Company to pay allotments at the specified time through their Agent in Norway.

If vessel is wrecked or through any other cause the work has to be stopped they will not be paid any bonus on the anticipated catch.

~~If vessel is wrecked or through any other cause the work has to~~

If vessel is wrecked or damaged or unable to carry on the work of Sealing, the wages will stop but passage home to be paid by the Company.

No firearms to be taken on the Station.

Port Stanley,

Falkland Islands.

March 5th, 1930.

To Norwegian Consul,
Port Stanley.

Sir,

I Knut Salbak was engaged with the Falkland Islands & Dependencies Sealing Co., Ltd., from February 20th 1928 to February 27th 1930, and for the last 14 months acted as Captain on the afor said Companys' boats

I have applied to Mr D.R. Watson for my passage home, Months wages in transit, wages from February 17th to 27th, also Bonus on oil deducted from me for the months July, August and September 1929, also my board for the time I am in Stanley,

Passage, 2nd class to Norway	£59- 0- 0
Wages in transit one month.	20- 0- 0
Wages Feb 17th to Feb 27th	6-13- 4
Lodgings 8 days.	1-15- 0
Bonus on oil July, September, 0	21- 0- 0

£109-15- 0

I stayed on an extra 6 months to oblige the Company and the only thanks I get is, that they will not even give me half of the amount due me.

I cannot stop here to see this matter out, for I would

lose the chance of getting employment when I arrive home and prefer to pay my own passage home, until I can get satisfaction through you for the whole amount due me

This claim I have made in duplicate, and will be extremely obliged if you will visaa one copy, for which I am willing to pay the usual Consular fees .

I am, Sir,

Your obedient servant,

Knut Solbak

2. It is stated that Knut Solbak was employed with other crew. Solbak decided to remain with the company as Captain of the "Afterstar" at a salary of \$20 per month and 1/8 per barrel loaded. This was a verbal agreement with the manager. I have no knowledge of K. Solbak having any agreement with the above company.

3. With reference to further claim for wages from July to September Solbak has been paid at a rate of 1/8 per barrel on all oil produced in the months mentioned to 117 - 11 - 6, exclusive of per month wages.

4. It is obvious from the amount of money Solbak has been paid from the Sealing Company, that he is obliged to benefit himself and not as an obligation to the Company as stated in letter.

I am,

Sir,

yours faithfully,

J. H. Watson

Secretary Sealing Co. Ltd.

3 Jubilee Villa

Stanley

March 23rd, 1930.

The Falkland & Dependencies Sealing Co.Ltd.

The Norwegian Consulate

Stanley.

Sir,

I beg to acknowledge receipt of your letter of 13th March date re, subject K.Solbak, and beg to reply as follows;-

1. K.Solbak applied to be paid off from the Sealing Company on the 17th February and as a favour was allowed to leave without giving a months notice. Accounts were made up to this date and accepted. The above Company therefore refuse any further claims as put forward by Mr Solbak.

2. In October 1929 Solbaks agreement with Company expired and he was offered his passage to Norway along with other crew. Solbak decided to remain on with the Company as Captain of the "Afterglow" on a salary of £20 per month and 1/6 per barrel bonus on oil. This was a verbal agreement with the manager Mr Peterzen. I have no knowledge of K.Solbak having a new agreement with the above Company.

3. With reference to further claim for bonus from July to September Solbak has been paid at the rate of 1/6 per barrel on all oil produced in these months amounting to £117 - 11 - 6, exclusive of £20 per month wages.

4. It is obvious from the amount of money which Solbak has been paid from the Sealing Company, that he stayed behind to benefit himself and not as an obligation to the Company as stated in letter.

I am,

Sir,

yours faithfully,

S. A. Watson

Secretary Sealing Co.Ltd.

Ministère des Affaires Etrangères

DIVISION DES AFFAIRES JURIDIQUES.

Oslo, July 16th 1930.

1 enclosure.

N. 2.

*Send
29/10/30*

Sir,

Mr. Knut Solbak of Sæbø pr. Aalesund who was engaged with the Falkland Islands & Dependencies Sealing Co. Ltd., from February 20th 1928 to February 27th 1930, for the last 14 months acting as Captain on the Company's boats, has applied to the Ministry of Commerce with complaint of having been refused the amount of £ 109.15.0. due him from the said company.

From the letter of March 5th last, adressed to you by Mr. Solbak, copy of which follows enclosed, you will already be familiar with the matter. It appears that the amount claimed by Mr. Solbak includes passage from the Falkland Islands to Norway, wages in transit for one month, lodging in Port Stanley, bonus on oil etc.

I beg to ask you kindly take the necessary steps in order to obtain payment of the amount due to Mr. Solbak.

I have the honour to be,

Sir,

Your obedient Servant.

J. Forstad

Chief of the Legal Division.

The Norwegian Consul,
Port Stanley .

Copy.

Port Stanley
Falkland Islands
March 5th, 1930.

To Norwegian Consul,
Port Stanley

Sir,

I Knut Ssalbak was engaged with the Falkland Islands & Dependencies Sealing Co. Ltd., from February 20th 1928 to February 27th 1930, and for the last 14 months acted as Captain on the afor said Companys boats.

I have applied to Mr. D.R. Watson for my passage home, Months wages in transit, wages from February 17th to 27th also Bonus on oil deducted from me for the months July, August and September 1929, also my board for the time I am in Stanley.

Passage 2nd class to Norway	£ 59-0-0
Wages in transita one month	" 20-0-0
Wages Feb 17th to Feb 27th	6-12-4
Lodgings 8 days	1-15-0
Bonus on oil July, September	21-7-3
	<hr/>
	£ 109-15-0
	<hr/>

I stayed on an extra 6 months to oblige the Company and the only thanks I get is, that they will not even give me half of the amount due me,

I cannot stop here to see this matter out, for I would lose the chance of getting employment when I arrive home and prefer to pay my own passage home, until I can get satisfaction through you for the whole amount due me.

This claim I have made in duplicate, and will be extremely obliged if you will visa one copy, for which I am willing to pay the usual Consular fees.

I am, Sir,

Your obedient Servant
Knut Solbak
(u.)

Morsk Konsulat
Stanley.

*for Acting Consul
Stanley F.I. 5/3/30.*

3 Jubilee Villa
Port Stanley
Falkland Islands.
October 8th, 1930.

THE FALKLAND & DEPENDENCIES SEALING CO. LTD.

The Norwegian Consul,
Port Stanley.

Sir,
I beg to acknowledge receipt of your letter of to
days date with reference to Mr Knut Solbak a late employee
of the above Company. I refer you to my letter of
March 23rd 1930 which is the definite reply from the
Directors of this Company.

We have however discovered that Mr Solbak has been
overpaid in bonus the estimated quantities by Mr Petterzen
being in all cases in excess of the quantities as tallied
out at the Ports where the oil has been sold.

Any further information you may require I shall be
pleased to supply,

yours faithfully,

for and on behalf of
the Directors

D. R. Watson
Secretary.

W. J. G. G. G.
20 Feb. 1931

THE NORWEGIAN CONSULATE,

Port Stanley, Falkland Islands,

29th October, 1930.

Sir,

I am in receipt of your letter of the 16th July last on the subject of Mr Knut Solbak's claim against the Falkland Islands & Dependencies Sealing Company.

I enclose copies of letters from the Secretary of the Company, which are self explanatory.

As you assume, the matter has already been before me, but while naturally looking to the man's interests the conclusion was reached at the time that the facts showed that he had little or no grounds for a claim or for a complaint against the Company. He has, in fact, been extremely well treated. Coming out originally as a sailor he was, from August 1928 to February 1930, (18½ months) paid the sum of £ 646. odd (as well as being "all found") and on the 24th February last he signed for the balance of this account in full.

Regarding his passage; as he was anxious to go by the first chance to South Georgia, where he would be able to pick up a free passage in a whaler, the Sealing Company released him without demur, but naturally refuse to give him a month's wages during transit or to provide a passage. I learn, however, that the Company did offer him £ 30. to cover incidental passage expenses if they should be incurred, but he actually refused this, demanding a sum of £ 59, although he was planning at the time for a free passage (or a working passage) by whaler. Of course, on his taking this attitude, the offer was withdrawn.

I have the honour to be,

Sir,

Your obedient servant,

[Handwritten signature]

Acting Consul

of the
Legal Division,
Ministry of Foreign Affairs,
OSLO,
Norway.

[Handwritten initials]

C O P Y.

3 Jubilee Villas,
Port Stanley, F.I.,
8th October, 1930.

THE FALKLAND ISLANDS & DEPENDENCIES SEALING CO. LTD.

The Norwegian Consul,
Port Stanley.

Sir,

I beg to acknowledge receipt of your letter of to-day's date with reference to Mr Knut Solbak, a late employee of the above Company.

In reply I would refer you to my letter of the 23rd March, 1930, which is the definite reply from the Directors of the Company.

We have, however, discovered that Mr Solbak has been overpaid in bonus, the quantities estimated by Mr Peterzens being in all cases in excess of the quantities as tallied out at the Ports where the oil has been sold.

Any further information you may require I shall be pleased to supply.

Yours faithfully,

(signed) for and on behalf of the
Directors,

D.R. Watson,

Secretary.

(signed) D.R. Watson,
Secretary.

C O P Y.

3 Jubilee Villas,
Port Stanley, F.I.,
23rd March, 1930.

THE FALKLAND ISLANDS & DEPENDENCIES SEALING CO.LTD.

The Norwegian Consul,
Port Stanley.

Sir,

I beg to acknowledge the receipt of your letter of the 13th March on the subject of KNUT SOLBAK, and have to reply as follows:-

1. K.Solbak applied to be paid off from the Sealing Company on the 17th February, and as a favour was allowed to leave without giving a month's notice. Accounts were made up to that date, and accepted by Solbak. The above Company therefore refuse any further claims as put forward by Mr Solbak.

2. In October, 1929 Solbak's Agreement with this Company expired, and he was offered his passage back to Norway along with the others of the crew. Solbak decided to remain on with the Company as Master of the "Afterglow" on a salary of £ 20. per month and 1/6 per barrel bonus on oil. This was a verbal agreement with the Manager, Mr M.Peterzens. I have no knowledge of Solbak having a new Agreement with the Company.

3. With reference to a further claim for Bonus from July to September, Solbak has been paid at the rate of 1/6 per barrel on all oil produced in these months (amounting to £ 117. 11. 6, besides £ 20. per month wages.

4. It is obvious from the amount of money which Solbak has been paid that he stayed behind to benefit himself and not in order to "oblige the Company" as stated in his letter.

I am, Sir,
Yours faithfully,
(signed) D.R.Watson,
Secretary.