PORT & MARINE. SHI/VES/2 # 15 (Afterglow) C.S. WHALING & SEALING. 1928. 334/28 No. Sec. F.Ls.& Dep. Seal. to. SUBJECT. 1928APPLICATION BY FALKLAND ISLANDS AND 28th Aug. DEPENDENCIES SEALING COMPANY TO HIRE Previous Paper. H.M.C.S. AFTERGLOW. MINUTES. Letter from Secretary. F.L.&D. Sealing Co dated 28th Aug. 1928 2-3. h. to Sec. F. S. Depend: Scaling lombary. F 29 Hug. 1928 (a) Letter from See. F. J. Add. Sealing Co. of 29: augt: 1928 he 30. 5. 20. 5-7 Deepatch to S. of S. ho. 297 of 3 0/8/28. S. Telegram from S. of S. 17 hor 1928 9. " to 14 " 19" Nov. 1928 10. Jelegram from 5. J. S. of 4 Rec. 1928, E. Internetted C. Jor 1/2/28 Alle Sot. Haber Make, The Trees, at Land the liter Subsequent Paper. I wany chor, place. for Loke /ml 12 12, 24

Harbour haster 18. 12.28. Sulit wild Whelen. An. Treasurer Treamer le Andilor dos noté and necessary A Local anditor action prease. (1. ). S. 14/12/2 Hon the Secretary, I should be glad if you would mprom me phedale from which The payment of £3 per drem. shaned he collected. There seems to be no record in this with gohe date the vessel was handed over to the I.J. Dealing Co. Acher Altreas. hocal Andrew Vasced to zon 19/12/28 Un Col Ler noted Antiman Local Anditor 31 der 1828 A Cher n meas 19/17/2 Y/E.

Submitted . with regard to Now. Freasans' query I would suggest that the date from which the programment of \$3 per dien should take effect should be the 29. alph

C.S.O. No. 334/28 2 Sheet No. 2

Inside Minute Paper.

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C.S.O. No. 334/28

Sheet No. 3

Inside Minute Paper.

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The Falkland Islands & Dependencies Sealing Co. Ltd.



Stanley, F.I., 28th August, 1928.

Sir,

I beg to enquire whether His Excellency The Acting Governor would approve of this Company hiring H.M.C.S. "Afterglow" to engage in sealing operations in conjunction with the Company's present vessel "Bellville".

2. If favourably considered the scheme would operate on the lines of the "Afterglow" being used as the hunting ship and the "Bellville" as the factory, for a period of approximately 4 months - i.e. until the end of the present extended season in the Falkland Islands.

3. Should His Excellency be kind enough to give this matter his approval I shall be obliged if you will inform methe terms under which the "Afterglow" would be hired to this Company.

I am,

Sir,

Your obedient servant,

for Secretary.

The Honourable

The Colonial Secretary,

Stanley.

334/28.

29th August, 28.

Sir,

With reference to your letter of the 28th of August, 1928, I am directed to inform you that the Acting Governor is prepared to approve of the hire of H.M.C.S. "Afterglow" to your Company for the purpose of employment in connection with sealing operations around the coasts of the Colony for a period of four months, approximately, until the 31st of December, 1928, or thereabouts, and on the following terms :-

- (i) The Company shall pay to the Government the sum of 23 (Three pounds sterling) for each day of hire ;
- (ii) The Company shall pay all expenses whatsoever necessary for the running and maintenance of the vessel while under hire;
- (iii) The Company shall not be liable for the value of the vessel if lost while under hire by act of God or by mishap not due to the negligence or incompetence of the Company's servants;
  - (iv) The Company shall be liable for the value of the vessel if lost while under hire by cause other than aforesaid ;
    - (v) The value of the vessel shall be set for the purpose of the present hire at £4,000 (Four thousand pounds sterling) :

(vi) The Company shall be liable for all damage sustained/

The Secretary, The Falkland Islands & Dependencies Sealing Company, Ltd., STANLEY. sustained by the vessel while under hire except that when such damage is attributable to some essential defect in the vessel not known at this date to exist the liability of the Company shall be subject to arbitration;

(vii) The Company shall man the vessel with a sufficient crew including a competent Master and a competent Engineer ;

and

(viii) The Company shall on the conclusion of hire restore the vessel to the Government in a condition not less satisfactory in every respect than that in which it was taken over.

2. I am to add that the period of hire above mentioned will be subject to curtailment in the event of the sale or projected sale in the meantime of H.M.C.S. "Afterglow".

3. I am to ask you to confirm in writing the acceptance of the terms detailed if they are agreeable to you.

I am,

Sir,

Your obedient servant,

for Colonial Secretary.



The Falkland Islands & Dependencies Sealing Co. Ltd, Stanley, F.I. 29th August, 1928.

334/28.

Sir,

I beg to acknowledge the receipt of your letter of to-day's date on the subject of the hire of H.M.C.S. "Afterglow" to this Company for a period of approximately four months, which period it is understood is subject to curtailment in the event of a projected sale of the vessel by the Colonial Government to another party.

2. In reply I have to inform you that the terms of hire enumerated in your letter are acceptable to this Company, and it is the Company's desire to commence getting the ship ready for sea at the earliest possible moment.

3. With reference to condition No. vii in your letter under acknowledgment I beg to advise you that it is the Company's intention to appoint Mr John Davis Master and Mr George Meierhofer Engineer of the vessel; Mr Davis has had long experience in coastal work in the Colony and has recently acted as mate on the M/V "Bellville", while I understand that Mr Meierhofer acted for some four or five years as assistant engineer tn H.M.C.S."Afterglow".

I am,

Sir,

Your obedient servant,

eane

for Secretary.

The Honourable

The Colonial Secretary,

Stanley.

## M.P. 334/28.

GOVERIMENT HOUSE, STABLEY. 30th August, 1928.

ALALA D ISLANDS.

10. 297.

Sir,

With reference to Mr. Hodson's despatch Mo. 36 of the 25th of January, 1928. I have the honour to inform you that in accordance with Mr. Hodson's instructions given shorthy before his departure from the Dolony on leave on the 9th of June, 1928, M.M.C.C. Afterglow has been taken completely out of commission and laid up under a caretaker as it was found in practice that the proposed arrangement of keeping her half in and half out of commission and running her from time to time with a scratch crew was not fully satisfactory.

2. I have further to inform you that on application received from the Secretary of the Falkland Islands and Dependencies Sealing Company, Limited, I have now agreed to hire H.L.C.S. "Afterglow" for the remainder of the current year to the Company for use in connection with their sealing vessel "Bellville" on operations around the coasts of the Colony.

3. I should explain that the terms briefly on which I have agreed to this hire are as follows : the Company will pay to the Government the sum of 25 for each day of hire and will themselves meet all expenses necessary for the running and maintenance of/

THE RICHT HONOURABLE

L. C. L. S. AMERY, P.C., M.L., SECRETARY OF STATE FOR THE NULONIES. of the ship during hire; the Company will be liable to the Covernment for the value of the ship in the amount of 24,000 if lost through cause other than the act of God or unavoidable mishap and for the cost of making good any damage sustained by the ship unless such damage is attributable to an essential defect in the ship at present unknown to exist when the matter will be subject to arbitration; and the Company will maintain a competent Master and a competent Engineer in the ship and will return the ship at the conclusion of hire in a condition not less satisfactory than that in which it was taken over from the Covernment. Furthermore the period of hire may be curtailed in the event in the meantime of the sale or projected sale of the ship.

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4. In agreeing to the hire of H.M.C.S. "Afterglow" for the purpose stated I have taken into consideration the fact that it is the settled policy of the Government to encourage in every way proper the newly formed Falkland Islands and Dependencies Sealing Company, Limited, and this fact has also weighed with me in fixing the terms of hire as favourably for the Company as seemed to me possible. I would point out in addition that the Government is saved all expense of maintaining the ship while under hire and that the ship herself should gain rather than lose in general condition by use. I am, moreover, not without hope that the Company may desire to purchase the ship if the trial thus to be made of her fulfils their expectations. I feel in any case that the ship is more likely/

likely to attract a purchaser if in actual employment instead of lying idle amongst the hulks and other derelict craft in Stanley Harbour.

5. I would add that I am confident that the arrangement made will be in accordance with your desire as well as with that of Mr. Hodson so much so that I have not thought it incumbent upon me to seek your prior sanction thereto by telegram.

I have the honour to be, 312. Your most obedient, humble servant.

J. M. ELLIS.

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## TELEGRAM.

From The Secretary of State.

To His Excellency the Acting Governor.

Despatched:	17th November,	<i>192</i> 8.	Time :	11.35.
Received :	18th November,	192 <sub>8</sub> .	Time :	12.25.

GOVERNOR STANLEY.

Confidential Your despatch of 30th August No. 297 in your despatch of 17th June 1927 Confidential you reported Afterglow totally unfitted for any purpose whatever I shall be glad to be informed whether she has subsequently been passed as seaworthy by competent authority Crown Agents state on present information they regard insurance as impracticable. I am not aware that any definite meaning has been attached in law to expression "unavoidable mishap".

SECRETARY OF STATE.

334/23.



## TELEGRAM.

From His Excellency the Acting Governor.

To The Secretary of State for the Colonies.

Despatched:	19th November,	192 3.	Time: 13.20.
Received :		192	Time :

CHAPHERIES LOFDON.

Confidential. November 19th Your telegram of 17th November Confidential Afterglow Certificate of seaworthiness was given 24th November 1927 on completion of refit at Punta Arenas by John Dickson Consulting Engineer and Surveyor to Lloyds Register of Shipping. Vessel was not previously insured and as she is now employed on work not more hazardous than before do not consider insurance imperative for short period up to end of year to be covered. Grateful for instructions whether any amendment should be made in terms of hire to Company.

GOVERNOR.

TELEGRAM. From The secretary of State for the Colonies. To H. E. the Governor.

2.8

DECODE.

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Despatched :	4thnDecmeber,	1928.	192	Time :	1250
Received:	6th December,	1928.	192	Time :	1042.

<u>4th Dec.</u> Your despatch of 3<sup>0</sup>th August 297 Afterglow I approve action taken and terms of hire.

S. of S.

Telephone 39.

## KELVIN STORE,

PORT STANLEY.

January 18th, 1929

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KLAND ISU

The Falkland & Dependencies Scaling Co, Ltd.

Hire of Afterglow M.P.334/28

Sir,

I beg to inform you that we finished with hire of Afterglow on the 5th, January, and this vessel has been repaired, cleaned and given over to the satisfaction of Commander Amedroz (Harbourmaster).

I am asked to convey the thanks of the directors for the assistance goven by the Government to the above Company in the hire of the Afterglow.

I enclose cheque for the sum of three hundred and Eighty one pounds 2381. This being payment for One hundred and twenty seven days at 23 per day,

I am,

your obedient servant,

Sir.

br. lootson. Secretary,

The Honiurable, The Colonial Secretary, 111

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334/28.

11th February, 29.

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Sir,

I am directed to acknowledge with thanks the receipt of your letter of the 18th of January, 1929, with enclosed cheque for £381 in payment for the recent hire from this Government of H.M.C.S. "Afterglow" at the rate of £3 per day for 127 days.

I am,

Sir,

Your obedient servant,

14

Colonial Secretary.

The Secretary, Falkland Islands and Dependencies Sealing Company, Limited, STANLEY.