

FALKLAND ISLANDS.

Governor's Office.

SGAWHA/1 # 18

No.

207/16

Date of Receipt.



From		SUBJECT.
Secretary of State for the Colonies.		WHALING Irvine application for lease at Jason Harbour, Sth. Georgia to build Land Station.
No.	Date.	
Telegram.	1. 7. 16.	

Colonial Secretary's Record No.	MINUTES.
694/16 ^{678/16}	Desp. to S/S n ^o 122 - 12 July 1916.
Registered Number of last Despatch	Desp. to Sec of State n ^o 126. 14 July 1916.
	Desp. to Sec. of State n ^o 132. 25 July 1916.
	Desp. to Sec. of State n ^o 188 7. xi. 16. (C.S.O m ^o . 688/16)
No. next Despatch	
455/16	

CABLE.

Secretary of State to Governor.

Dated 1st July Received 1st July, 1916.

UNBELIEF COMPORTA IRVINS DEPARTAGE ERECT LAND STATION JASON HARBOUR
IRVINS ULTIMATE AIM IS MAHOGANIES THIS THEIR ONLY LAND STATION
ALWAYS UTILISE THEIR FLOATING FACTORY ELSEWHERE SILVERGRAY
UNDERSTAND THIRTY ACRES AT JASON LEASED TO ARGENTINE COMPANY BULLCALF
COPY LEASE SEND COPY MACRIDI REQUEST MAGISTRATE CONFOUNDED WHETHER
A SITE AT JASON HARBOUR FELTMAKER FOR IRVINS INTERAGENT ARGENTINE
COMPANYS LEASE ALCYONARIA TO ECROTAGE NEGOTIATE SURRENDER OF LEASE
~~XXXXXXXX~~ RIDERROLL SEPTIFRAGE ELSEWHERE IRVINS OFFER PRINCE OLAF
HARBOUR ABBINDOLO ARGENTINE COMPANY SILVERGRAY PLEASE INFORM
ARGENTINE COMPANY BRETTSTUHL STAGEHOUSE OF PROPOSALS AND REPROVARE
SUCKMASS INKSPOT AND AUTHORITY NEOPHYTES SURGELESS LOCAL MANAGER BY
FIRST ORMOCARPE SILVERGRAY REMUGIREM RETROSELYNEPHODE PLEASE
INSTRUCT MAGISTRATE MAHOGANIES BEST POSSIBLE ANCIENTRY ENGLISHRY
IRVINS VESSEL ANGONES FACTORY PLANT REFORM MATTER SETTLED BONARLAW

With reference to my despatch of 4th March Confidential Irvins desire to erect land station Jason Harbour Irvins ultimate aim is to make this their only land station and to utilise their floating factory elsewhere. Understand thirty acres at Jason leased to Argentine Company but have not copy lease send copy by next mail request Magistrate to consider whether a site at Jason Harbour could be found for Irvins without interfering with Argentine Company lease and if not to endeavour to negotiate surrender of lease in return for another site elsewhere. Irvins offer Prince Olaf Harbour if acceptable to Argentine Company. Please inform Argentine Company Buenos Aires by telegram of proposals and request them to send instructions and authority to negotiate to their local manager by first opportunity. Report by telegram result of negotiations please instruct Magistrate to make best possible arrangements in the event of Irvins vessel arriving with factory plant before matter settled.

Bonarlaw.

284/16

Honourable Colonial Secretary,

I annex copy of a telegram I have received from the Secretary of State, with respect to the desire of Messrs Irvin to erect a whaling station at Jason Harbour, South Georgia.

The telegram to me does not seem to be very clear. If there be a site available at Jason Harbour for Messrs Irvin without interfering with the Argentine Company's lease, there does not appear to me to be any necessity to negotiate with the Argentine Company for surrender of their lease in return for another site elsewhere.

Can you obtain locally information on this point first.

In any case we must write to the Magistrate South Georgia and instruct him by mail on 12th Instant to Monte Video, and we can at the same time write to the Argentine Company and put the matter before them, and request them as directed by the Secretary of State.

I am sending down original leases to have copy of plans made by the Colonial Engineer for the Secretary of State. Please push this matter on early.

Douglas Young
Governor.

8th July, 1916.

EXTRACT FROM TELEGRAM RECEIVED ON 1st JULY BY THE GOVERNOR
FROM THE SECRETARY OF STATE FOR THE COLONIES.

X

X

X

Irvin's desire to erect land station Jason Harbour
Irvin's ultimate aim is to make this their only land
station and to utilise their floating factory elsewhere.
Understand thirty acres at Jason leased to Argentine
Company but have not copy lease send copy by next mail
request Magistrate to consider whether a site at Jason
Harbour could be found for Irvin's without interfering with
Argentine Company lease and if not to endeavour to
negotiate surrender of lease in return for another site
elsewhere Irvin's offer Olaf Harbour if acceptable
to Argentine Company. Please inform Argentine Company
Buenos Aires by telegram of proposals and request them
to send instructions and authority to negotiate to their
local manager by first opportunity. Report by telegram
result of negotiations please instruct Magistrate to make
best possible arrangements in the event of Irvin's vessel
arriving with factory plant before matter settled.

Bonarlaw.

678/16.

MEMORANDUM.

10th July, 1916.

Hon. Colonial Secretary.

Herewith plans etc. withdrawn on the
8th inst. from M.P. 678/16.

Tracings of Cumberland Bay, and
Prince Olav Harbour enclosed in Indentures.

R. B. Basely

C. E.

10/7/16.

H.2. / Submitted

CA. 678/16 is with H.2.

C. S. Condell
C.S.
10.7.16

FALKLAND ISLANDS.

No. 122.

284/16
Government House, Stanley.

12th July, 1916.

Sir,

I have the honour to acknowledge the receipt of your telegram of the 1st Instant, of which a decoded copy is annexed, on the subject of the desire of Messrs Irvin to obtain a site at Jason Harbour, South Georgia, for whaling purposes.

1. Enclosure No. I
The Argentine Company, Buenos Aires, have been informed by telegraph of Messrs Irvin's wishes and offer in the matter, and the Magistrate, South Georgia, is being instructed as directed by you. I annex for your information copy of correspondence.

2. Enclosure No. II
It will, I am afraid, be some weeks, possibly 2 to 3 months, before I can hear from the Magistrate, but as soon as I am in a position to do so I will report by telegraph to you as directed.

3. Enclosure No. III
I forward herewith copies of the following leases of whaling stations at South Georgia.

Jason Harbour, Cumberland Bay, to Sociedad Anonima Compania Argentina de Pesca.

Grytviken Harbour, Cumberland Bay, to Sociedad Anonima Compania Argentina de Pesca.

Prince Olaf Harbour, Possession Bay, to the Southern Whaling and Sealing Company, Ltd. (Messrs Irvin).

4. Enclosure No. IV
5. Enclosure No. V
It

THE RIGHT HONOURABLE

THE SECRETARY OF STATE FOR THE COLONIES.

&c.,

&c.,

&c.

5. It will be noticed that under the Jason Harbour Lease, the Argentine Company have the right to operate indiscriminately either from Grytviken Harbour or Jason Harbour as the Lessees may think fit.

I have the honour to be,

Sir,

Your most obedient,

humble servant,

Douglas James

Governor.

Secretary of State to Governor.

Dated 1st July Received 1st July, 1916.

With reference to my despatch of 4th March Confidential Irvins desire to erect land station Jason Harbour Irvins ultimate aim is to make this their only land station and to utilise their floating factory elsewhere. Understand thirty acres at Jason leased to Argentine Company but have not copy lease send copy by next mail request Magistrate to consider whether a site at Jason Harbour could be found for Irvins without interfering with Argentine Company lease and if not to endeavour to negotiate surrender of lease in return for another site elsewhere. Irvins offer Prince Olaf Harbour if acceptable to Argentine Company. Please inform Argentine Company Buenos Aires by telegram of proposals and request them to send instructions and authority to negotiate to their local manager by first opportunity. Report by telegram result of negotiations please instruct Magistrate to make best possible arrangements in the event of Irvins vessel arriving with factory plant before matter settled.

Bonarlaw.

Colonial Secretary's Office.

10th July, 1916.

Sir,

I am directed by the Governor to inform you that Messrs R. Irvin and Company have expressed a desire to erect a land station at Jason Harbour, making this their only land station and employing their floating factory elsewhere.

2. I am to request you to report at your earliest convenience for the information of the Governor whether a site could be found at Jason Harbour for Messrs Irvin without interfering with the Compania Argentina de Pesca. Should this prove to be impossible I am to request you to endeavour to negotiate with the local Manager of the latter company for a surrender of the lease of Jason Harbour in return for another site elsewhere. Messrs Irvin are willing to exchange Olaf Harbour for Jason Harbour if such an arrangement would be acceptable to the Compania Argentina de Pesca.

3. The proposal is being placed before the Compania Argentina de Pesca, who have been asked, in the event of their being willing to negotiate, to send instructions and authority to treat, to their Manager in South Georgia.

4. In the event of Messrs Irvin's vessel, carrying factory plant, arriving in South Georgia, before you have received definite instructions as to the course to be pursued, I am to direct you to make the best possible arrangements in the circumstances.

I am, etc.

Sd. C.F. Condell

Colonial Secretary.

F. E. Binnie, Esq.

Stipendiary Magistrate,

South Georgia.

Colonial Secretary's Office.

10th July, 1916.

Sir,

In confirmation of my telegram of to-day's date, a copy of which I attach, I am directed by the Governor to inform you that Messrs Irvin and Company, the proprietors of the Southern Whaling and Sealing Company, operating in South Georgia, with their base at Prince Olaf Harbour, Possession Bay, have expressed a desire to erect a land station at Jason Harbour, making this their only land station and employing their floating factory elsewhere.

2. I am requesting the Magistrate at South Georgia to report at his earliest convenience whether it is possible to find a site in Jason Harbour for Messrs Irvin's Company without interfering with your Company.

3. In the event of this being impossible I am to request you to be good enough to state whether you would be willing to negotiate with a view to surrendering your lease of Jason Harbour in exchange for some other site; in such a case Messrs Irvin and Company are willing to offer you Prince Olaf Harbour should such a site be acceptable to you.

4. I am informing the Magistrate at South Georgia that the proposal is being placed before you and that in the event of your being willing to negotiate towards a surrender of your lease he should put himself in communication with your Manager in South Georgia to whom you will doubtless send your instructions and authority to tract.

I am, etc.

Sd. C. F. Condell.
Colonial Secretary.

The President,

Compania Argentina de Pesca,

Buenos Aires.

PESCA

BUNOS AIRES.

Irving Company desirous erecting land station
Jason Harbour, South Georgia if no suitable
site available would you be willing to
negotiate surrender Irving offer Olaf Harbour
step if willing negotiate please send instructions
and authority to your Manager Georgia telegraph
reply Colonial Secretary Falkland Islands.

FALKLAND ISLANDS.

This INDENTURE made this 25th day of August one thousand nine hundred and nine BETWEEN His Most Gracious Majesty Edward VII, by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India of the one part, and the Sociedad Anonima Compania Argentina de Pesca, of the city of Buenos Aires, in the Argentine Republic (hereafter called the Lessees) of the other part, WITNESSETH that His Majesty doth hereby lease unto the said Lessees and their assigns, all that lot or parcel of land situate in Jason Harbour, Cumberland Bay, in the Island of South Georgia, one of the Dependencies of the Colony of the Falkland Islands, all which lot or parcel of land, containing thirty acres, more or less, is more particularly delineated and described in the first schedule hereto, to have ~~it~~ ^{and} to hold the said lot or parcel of land hereinbefore expressed to be hereby leased unto the said Lessees and their assigns from the 1st day of January, one thousand nine hundred and nine, for the term of eighteen years: Yielding and paying therefor yearly, and every year during the said term hereby granted, the clear yearly rent or sum of one hundred pounds sterling payable on the first day of January in every year to the Treasurer of the said Colony of the Falkland Islands. And the said Lessees do hereby for themselves and their assigns covenant with His Majesty in the manner following (that is to say): That they the said Lessees or assigns shall and will truly pay or cause to be paid unto His Majesty, his heirs or successors, the said clear yearly rent or sum of one hundred pounds, at the times and in the manner hereinbefore appointed for payment thereof. And also shall not nor will at any time during the said term hereby granted,

without

without the previous consent of the Government of the Colony of the Falkland Islands, assign, underlet, or part with the possession of the said lot or parcel of land hereby leased, or any part thereof.

Provided that this lease is granted subject to the reservations, conditions, and restrictions set forth in Section twenty one of "The Land Ordinance, 1903", being Ordinance No. 9 of 1903, passed by the Legislative Council of the Colony of the Falkland Islands on the 16th day of December, 1903, and assented to by the Governor and given under the Public Seal of the said Colony on the 18th day of December, 1903, save and except as in so far as any reservations, conditions, and restrictions, in whole or in part are herein expressly excluded, and subject also to the covenants, reservations and conditions and restrictions set forth in the second schedule hereto; and Provided always, that it shall happen that the said yearly rent of one hundred pounds shall be behind or unpaid by the space of sixty days next over or after any of the said days whereon the same is hereinbefore made payable (whether lawfully demanded or not), or if the said Lessees or their assigns shall not well and truly observe, perform, fulfil, and keep all and every the covenants, clauses, conditions, and agreements hereinbefore, and in the second schedule hereto, contained, which on their part ought to be paid and performed according to the true intent and meaning of these presents, then and in either of the said cases it shall be lawful for His Majesty, his heirs or successors, into and upon the said leased lot or parcel of land, or any part thereof, in the name of the whole, to re-enter, and the same to have again, retain, repossess and enjoy as in his and their first and former estate. And His Majesty, for himself, his heirs and successors doth hereby covenant

with

with the said Lessees and their assigns, that they the
and their
said Lessees or assigns, paying the said yearly rent of
one hundred pounds on the days and times and in manner
aforesaid, and observing, performing, fulfilling and
keeping all and every the covenants, clauses, conditions,
and agreements in this indenture and the second schedule
hereto contained, on their part to be observed, performed,
fulfilled, and kept, shall and lawfully may peaceably and
quietly have, hold, use, occupy, possess and enjoy the said
lot or parcel of land hereby leased for and during the
said term hereby granted.

IN WITNESS whereof His Excellency William Lamont
Allardyce, Companion of the Most Distinguished
Order of Saint Michael and Saint George, Governor
and Commander in Chief in and over the Colony
of the Falkland Islands and its Dependencies
hath, with the special sanction of the Secretary
of State for the Colonies, hereunto set his hand
for and on behalf of His Majesty and caused the
Public Seal of the said Colony to be hereunto
affixed at Stanley, in the said Colony, and the
said Lessees have caused their common seal to
be affixed hereto the day and year first above
written.

(Seal)

Sd. W. L. Allardyce.
Governor and Commander in Chief.

By His Excellency's Command.

Sd. W. A. Thompson.
Colonial Secretary.

Sealed and executed by Herman
H. Schlieper in the presence
of

(Sd.) A. Boigato and

C. F. Rasmussen.

(Seal)

(Sd.) Herm. H. Schlieper
President.

To all whom these presents shall come Greeting. I Enrique Guierrez Notary Public duly authorized, admitted and sworn, residing and practising in the City of Buenos Aires in the Argentine Republic, Do hereby certify that I was present on the day first above written in the above hand written Indenture and did see Herm. H. Schlieper, President of the Board of Directors of the Sociedad Anonima Compania Argentina de Pesca thereto affix the Common Seal of the said Company, and duly sign and in due form of law execute the said Indenture. And that the name Herm. H. Schlieper set and subscribed there is the proper handwriting of the said Herm. H. Schlieper and that the names A. Boigato and C. F. Rasmussen set and subscribed thereto as the persons attesting the due sealing and execution thereof, are the respective proper handwriting of the said A. Boigato and C. F. Rasmussen both of whom reside at Buenos Aires aforesaid. In testimony whereof I have hereunto subscribed my name and affixed my seal of office this twenty first day of July one thousand nine hundred and nine.

(Seal)

(Sd.)

Enrique Gutierrez.

I. G. O. Leers residing at the City of Buenos Aires in the Argentine Republic do hereby certify and attest to all whom it may concern That Enrique Gutierrez who hath signed and passed the foregoing certificate is a notary public, duly admitted and sworn, dwelling and practising in the City of Buenos Aires aforesaid, faithful and lawful of trust, and to all acts, writings and other documents by him signed and passed, full faith and credit ought to be given in judicature and there.

(Stamp of British
Legation Argentine
Republic)

In witness whereof I have hereunto
subscribed my name, this twenty
second day of July one thousand nine
hundred and nine.

His Britannic Majesty's charge d'affairs at Buenos Aires.

I hereby certify the foregoing signature
to be that of Enrique Gutierrez a Notary
Public practising in Buenos Aires.

Dated at the British Consulate Buenos
Aires this 22nd day of July, 1909.

(Sd.) G. O. Leers.

(Stamp of Br. Legation)

Vice Consul.

The First Schedule referred to in the above written Indenture.

The lot or parcel of land in the Island of South Georgia hereby leased is thirty acres, more or less, in the Harbour marked Jason Harbour on the plan affixed hereto with metes and bounds as follows (that is to say) bounded on the south by a road reserved to His Majesty, measuring thirty feet wide from high water mark, and on the East, West, and North by Crown Lands on the slope of the hills rising from the land at sea level.

The Second Schedule referred to in the above written Indenture.

The lot or parcel of land in the Island of South Georgia hereby leased is leased to be used by the Lessees in connection with their whale fishery industry, and for dep^sparturing cattle and sheep for the use of the persons carrying on the said Industry.

2. The Lessees are prohibited from taking, removing, appropriating, killing, or in any way using either for their own benefit or for the benefit of any other person or persons, any product or animal whatsoever on the Island of South Georgia or any Island adjacent thereto..

3. The right to win and take mineral oil on the lot or parcel of land hereby leased is reserved to the Crown.

4. The lessees, by virtue of this lease, and in consideration of the inclusion in the lands leased to them Grytviken Harbour by His Majesty, under an Indenture dated the eighth day of March one thousand nine hundred and six, one of the lands adjacent thereto on the Northern and Southern shores of the said Harbour, containing eight and one half acres, more or less, bounded on the coast line by a road reserved to His Majesty, measuring thirty feet wide from high water mark, and inland by Crown Lands on the slope of the hills rising from the land at sea level, are restricted for the use of and hereby for themselves and their assigns covenant with His Majesty his heirs and successors, that they the Lessees and their assigns during the said term and during the remainder of the term of the Indenture hereinbefore recited, will not use more than four vessels in taking whales off South Georgia, in addition to any store ship or floating factory, such four vessels

vessels to be allowed to operate indiscriminately either from Grytviķen Harbour or Jason Harbour as the Lessees may think fit.

5. The Lessees further hereby for themselves and their assigns covenant with His Majesty, his heirs and successors, that they the Lessees and their assigns, during the said term will give full facilities of access to the shore on which the lot or parcel of land hereby leased is situate to all persons holding leases granted by the Government of the Colony of the Falkland Islands, or who shall proceed to the Island of South Georgia with the sanction of the Government of the said Colony.

FALKLAND ISLANDS.

This INDENTURE made this eighth day of October one thousand nine hundred and six BETWEEN His Most Gracious Majesty Edward VII., by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith Emperor of India, of the one part, and the Sociedad Anonima Compania Argentina de Pesca, of the City of Buenos Aires, in the Argentine Republic (hereinafter called the Lessees) of the other part, WITNESSETH that His Majesty doth hereby lease unto the said Lessees and their assigns all that lot or parcel of land situate in the Harbour of Grytviken, Cumberland Bay, in the Island of South Georgia, one of the Dependencies of the Colony of the Falkland Islands, all which lot or parcel of ~~xxxx~~ land, containing five hundred acres more or less, is more particularly delineated and described in the first schedule hereto, together with all that lot or parcel of land, being an Island, all which lot or parcel of land is also more particularly delineated and described in the said first schedule hereto, to have and to hold the said lots or parcels of land hereinbefore expressed to be hereby leased unto the said Lessees and their assigns from the first day of January, one thousand nine hundred and six, for the term of twenty one years: Yielding and paying therefor yearly, and every year during the said term hereby granted, the clear yearly rent or sum of two hundred and fifty pounds sterling, payable on the first day of January in every year to the Treasurer of the said Colony of the Falkland Islands, the first yearly payment of the said rent is to be made so soon as this Indenture shall be executed

executed. And the said Lessees do hereby for themselves and their assigns covenant with His Majesty in the manner following (that is to say): That they, the said lessees or their assigns shall and will truly pay or cause to be paid unto His Majesty, his heirs or successors, the said clear yearly rent or sum of two hundred and fifty pounds, at the times and in manner hereinbefore appointed for payment thereof. And also shall not nor will at any time during the said term hereby granted, without the previous consent of the Government of the Colony of the Falkland Islands, assign underlet, or part with the possession of the said lots or parcels of land hereby leased, or any part thereof.

Provided that this lease is granted subject to the reservations, conditions and restrictions set forth in Section twenty-one of "The Land Ordinance, 1903", being Ordinance No. 9 of 1903, passed by the Legislative Council of the Colony of the Falkland Islands on the 16th day of December 1903, and assented to by the Governor and given under the Public Seal of the said Colony on the 18th day of December, 1903, save and except as in so far as any reservations, conditions, and restrictions in whole or in part are herein expressly excluded, and subjects also to the covenants, reservations, conditions and restrictions set forth in the second schedule hereto; and Provided always, that if it shall happen that the said yearly rent of two hundred and fifty pounds shall be behind or unpaid by the space of sixty days next over or after any of the said days whereon the same is hereinbefore made payable (whether lawfully demanded or not), or if the said Lessees or their assigns shall not well and truly observe, perform fulfil, and keep all and every the covenants, clauses, conditions, and Agreements hereinbefore, and in the second schedule hereto, contained, which on their part

ought to be paid and performed according to the true intent and meaning of these presents, then and in either of the said cases it shall be lawful for His Majesty, his heirs or successors, into and upon the said leased lots or parcels of land, or any part thereof, in the name of the whole, to re-enter, and the same to have again, retain, re-possess and enjoy as in his and their first and former estate. And His Majesty, for himself, his heirs and successors doth hereby covenant with the said Lessees and their assigns, that they the said Lessees and their assigns, paying the said yearly rent of two hundred and fifty pounds on the days and times and in the manner aforesaid, and observing, performing, fulfilling, and keeping all and every the covenants, clauses, conditions, and agreements in this Indenture and the second schedule hereto contained on their part to be observed, performed, fulfilled, and kept, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said lot or parcel of land hereby leased, for and during the said term hereby granted.

In witness whereof His Excellency, William Lamond Allardyce, Companion of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief in and over the Colony of the Falkland Islands and its Dependencies, hath with the special sanction of the Secretary of State for the Colonies hereunto set his hand for and on behalf of His Majesty and caused the Public Seal of the said Colony to be hereunto affixed at Stanley in the said Colony and the said Sociedad Anonima de Pesca hath hereunto,, by the hand of Herman H. Schlieper, President of the Board of Directors of the said Company, affixed the Common Seal of the said Company and in the name of the said Company, in testimony whereof, the said Herman H. Schlieper hath hereunto set his hand the day and year first above written.

(Sd.) W. L. Allardyce.
Governor and Commander-in-Chief.

By His Excellency's Command.
(sd.) H. H. W. Grant,
Colonial Secretary.

Sealed and executed by the
said Herman H. Schlieper in the
presence of

(seal)

(Signed) Alberto L. Pombo

(Signed) Carlos Boutell.

(Signed) Herm. H. Schlieper.

So

To all whom these Presents shall come Greeting. T.
Tristan Ma. Almandos, Notary Public duly authorized, admitted
and sworn, residing and practising in the City of Buenos
Aires in the Argentine Republic, Do hereby certify that I
was present on the first day above written in the above
hand-written Indenture and did see Herman H. Schlieper, Pres-
dent of the Board of Directors of the Sociedad Anonima
Compania Argentina de Pesca thereto affix the common seal of
the said Company, and duly sign and in due form of law
execute the said Indenture. And that the name of Herm. H.
Schlieper and that the name "Alberto L. Pombo" and "Carlos
Boutell" set and subscribed thereto as the persons attesting
the due sealing and execution thereof, are of the respective
proper handwriting of the said "Alberto L. Pombo" and
"Carlos Boutell" both of whom reside at Buenos Aires afore-
said. In testimony whereof, I have hereunto subscribed my
name and affixed my seal of Office this eight day of March
one thousand nine hundred and six.

(Signed) Tristan Ma Almandos.

I, Frederic Dundas Harford residing at the city of
Buenos Aires in the Argentine Republic do hereby certify
and attest to all whom it may concern that Tristan Ma
Almandos who hath signed and passed the foregoing certificate
is a notary public duly admitted and sworn dwelling and
practising in the city of Buenos Aires aforesaid

faithful and lawful of trust and to all acts writings and other documents by him signed and passed, full faith and credit ought to be given in judicature, and thereout.

In witness whereof I have hereunto subscribed my name this eighth day of March, 1906.

(Signed) Frederic D. Harford,

His Britannic Majesty's Charge d'affaires at
Buenos Aires.

The First Schedule referred to in the above written
indenture.

The lot or parcel of land in the Island of South Georgia hereby leased is five hundred acres, more or less, in the Harbour marked Grytviken on the sketch or plan drawn below, and coloured red thereon with metes and bounds as follows:- (that is to say), bounded on the South by a line drawn five yards to the South of a building now situate on the said lot or parcel of land serving as a smithy at right angles to a line drawn due north, on the West by hills rising from the land at the sea level, on the East by a road reserved to His Majesty measuring thirty feet wide from high water mark, and on the North by Crown Lands, and the lot or parcel of land, being on the Island, hereby leased is coloured red on the said sketch or plan.

The second schedule referred to in the above
written Indenture.

This lot or parcel of land in the Island of South Georgia hereby leased is leased to be used by the Lessees for the establishment of a whale oil factory, and for depasturing cattle and sheep for the use of the persons carrying on the said factory.

2. The Lessees are prohibited from taking, removing, appropriating, killing, or in any way using either for their own benefit or for the benefit of any other person or persons, any product or animal whatsoever on the Island of South Georgia or any Island adjacent thereto.

3. The Lessees hereby for themselves and their assigns covenant with His Majesty, his heirs and successors, that they the lessees and their assigns, during the said term +

(a) Will keep regularly, from day to day, from the first day of June, one thousand nine hundred and six, an accurate record of meteorological observations in respect of temperature, the readings of the barometer, the amount of rainfall, and the direction and pressure of the wind, on and at the lot or parcel of land in the Island of South Georgia hereby leased and will furnish full particulars of all such observations, with as little delay as may be possible, to the Governor of the Colony of the Falkland Islands for the time being.

(b) Will keep in stock on the said lot or parcel of land in the Island of South Georgia hereby leased a reasonable quantity of coal and provisions to be supplied at cost price to any ship requiring coal or provisions;

(c) Will establish and maintain in proper working order two leading beacon lights to be exhibited at all times

times ~~xxx~~ between the hours of sunset and sunrise as guides to shipping, one of the said lights to be established on the lot or parcel of land being an Island at the entrance of Cumberland Bay, hereby leased, and the other of the said Harbour of Grytviken in the said Island of South Georgia; and

(d) Will give full facilities of access to the shore on which the lot or parcel of land in the Island of South Georgia hereby leased is situate to all persons holding leases granted by the Government of the Colony of the Falkland Islands, or who shall proceed to the Island of South Georgia with the sanction of the Governor of the said Colony.

PALKLAND ISLANDS.

THIS INSTRUMENT made this 15th day of September, one thousand nine hundred and thirteen BETWEEN His Most Gracious Majesty George V., by the Grace of God of the United Kingdom of Great Britain and Ireland and of British Dominions beyond the Seas King, Defender of the Faith, Emperor of India, of the one part and the Southern Whaling and Sealing Company, Limited, of the town of North Shields in the Kingdom of England (hereinafter called the Lessees) of the other part WITNESSETH that His Majesty doth hereby lease unto the said Lessees and their assigns, all that lot or parcel of land situate at Prince Olaf Harbour in Possession Bay in the Island of South Georgia, one of the Dependencies of the Colony of the Falkland Islands, all of which lot or parcel of land containing five hundred acres more or less is more particularly delineated and described in the first schedule hereto to have or to hold the said lot or parcel of land hereinbefore expressed to be hereby leased unto the said Lessees and their assigns from the first day of July one thousand nine hundred and eleven for the term of twenty one years yielding and paying therefor yearly and every year during the said term hereby granted the clear yearly rent or sum of two hundred and fifty pounds sterling payable on the first day of July in every year to the Crown Agents for the Colonies in London. And the said Lessees do hereby for themselves and their assigns covenant with His Majesty in the manner following (that is to say) that they the said Lessees or their assigns shall and will truly pay or cause to

to be paid unto His Majesty his heirs and successors the said clear yearly rent or sum of two hundred and fifty pounds at the times and in the manner hereinbefore appointed. For payment thereof. And also shall not nor will at any time during the said term hereby granted without the previous consent of the Government of the Colony of the Falkland Islands assign under let or part with the possession of the said lot or parcel of land hereby leased or any part thereof PROVIDED that this lease is granted subject to the reservations conditions and restrictions set forth in Section twenty one of "The Land Ordinance, 1903", being Ordinance No. 9 of 1903 passed by the Legislative Council of the Colony of the Falkland Islands on the 16th day of December 1903, and assented to by the Governor and given under the Public Seal of the said Colony on the 18th day of December, 1903, and except as in so far as any reservations conditions and restrictions in whole or in part are herein expressly excluded and subject also to the covenants reservations conditions and restrictions set forth in the second schedule hereto and Provided always that it shall happen that the said yearly rent of two hundred and fifty pounds shall be behind or unpaid by the space of sixty days next over or after any of the said days whereon the same is hereinbefore made payable (whether lawfully demanded or not) or if the said Lessees or their assigns shall not well and truly observe perform fulfil and keep all and every the covenants clauses and conditions and agreements hereinbefore and in the second schedule hereto contained which on their part ought to be paid and performed according to the true intent and meaning of these presents then and in either of the said cases it shall be lawful for His Majesty his heirs and successors into and upon the said leased lot or parcel of land or any part

part there of in the name of the whole to re-enter and the same to have again retain repossess and enjoy as in his and their first and former estate. And His Majesty for himself his heirs and successors doth hereby covenant with the said Lessees and their assigns paying the said yearly rent of two hundred and fifty pounds on the days and times and in the manner aforesaid and observing performing fulfilling and keeping all and every the covenants clauses conditions and agreements in this Indenture and the second Schedule hereto contained on their part to be observed performed fulfilled and kept shall and lawfully may peaceably and quietly have hold use occupy possess and enjoy the said lot or parcel of land hereby leased for and during the said term hereby granted.

IN WITNESS whereof His Excellency William Lamont Allardyce Companion of the Most Distinguished Order of Saint Michael and Saint George Governor and Commander in Chief in and over the Colony of the Falkland Islands and its Dependencies hath with the special sanction of the Secretary of State for the Colonies hereunto set his hand for and on behalf of His Majesty and caused the Public Seal of the said Colony to be hereunto affixed at Stanley in the said Colony and the said Lessees have hereunto set their hands and seal the day and year first above written.

(L. S.)

(Sd.) W. L. Allardyce.

Governor and Commander-in-Chief.

By His Excellency's Command,

(Sd.) I. Watt.
for Colonial Secretary.

Signed Sealed and Delivered
by the said Southern Whaling
and Sealing Company, Limited,
in the presence of

(Seal)

(sd.) R. Irvin, Director

R. Irvin Junr. Director and Secretary.

The first Schedule referred to in the above-written Indenture.

The lot or parcel of land in the Island of South Georgia hereby leased is five hundred acres more or less in the Bay marked Prince Olaf Harbour on the sketch or plan affixed hereto with metes and bounds as follows (that is to say) bounded on the coast line by a road reserved to His Majesty measuring thirty feet wide from high water mark and inland by Crown Lands.

The second Schedule referred to in the above-written Indenture.

The lot or parcel of land hereby leased is leased for the purpose of enabling the Lessees to carry on whale fishing in the waters of South Georgia.

2. The Lessees are prohibited from taking removing appropriating killing or in any way using either for their own benefit or for the benefit of any other person or persons any product or animal whatsoever on the Island of South Georgia or any Islands adjacent thereto.

3. The right to win or take mineral oil on the lot or parcel of land hereby leased ~~is~~ is reserved to the Crown.

4. The Lessees hereby for themselves and assigns covenant with His Majesty his heirs and successors that they the Lessees and their assigns during the whole term

(a) Will not employ more than two vessels in taking whales off South Georgia in addition to any licensed floating factory, or factories, erected on land lease under this Agreement.

(b) Will, in carrying on their whale fishery at South Georgia, provide the necessary plant for utilizing the whole carcass of all whales taken, without waste and not only the blubber, and will utilize the whole of the carcass accordingly.

(c) Will keep regularly from day to day from the first day of October one thousand nine hundred and thirteen an accurate record of meteorological observations in respect of temperature, the readings of the barometer, the amount of rainfall and the direction and pressure of the wind and at

the lot or parcel of land hereby leased and will furnish full particulars of all such observations with as little delay as possible to the Governor of the Colony of the Falkland Islands for the time being.

(d) Will keep in stock on the said lot or parcel of land hereby leased a reasonable quantity of coal and provisions to be supplied at cost price to any ship requiring coal or provisions.

(e) Will establish at Prince Olaf Harbour and maintain in proper working order two leading beacons lights to be exhibited at all times between the hours of sunset and sunrise as guides to shipping.

(f) Will give full facilities of access to the shore on which the lot or parcel of land hereby leased is situated to all persons holding leases granted by the Government of the Colony of the Falkland Islands or who shall proceed to the Island of South Georgia with the sanction of the Governor of the said Colony and

(g) Will furnish to the Governor of the Colony of the Falkland Islands for the time being an annual report respecting their operations in South Georgia.

254/16



To Colonial Secretary, Port Stanley.

Dated 13th July, received 13th July, 1916.

From Buenos Aires -

Serious objections opposed to surrender lease to
Irvins we are writing you through British Legation.

Pesca.

Copy of telegram sent by Colonial Secretary to
Sociedad Anonima Compania de Pesca, Puenos Aires
to which the above is a reply.

PESCA

BUENOS AIRES

Irvins Company desituous erecting land station Jason
Harbour South Georgia if no suitable site available
would you be willing negotiate surrender lease to
Irvins in exchange site elsewhere stop Irvins offer
Olaf Harbour stop If willing negotiate please send
instructions and authority to your Manager Georgia
Telegraph reply Colonial Secretary Falkland Islands.

Governor to Secretary of State.

Sent 13th July, 1916.

JEJUNENESS UNEXISTENT ARGENTINE COMPANY TELEGRAPHS
OBCORDATE ORSEIDN SURRENDER LEASE TO IRVINS YOUNG.

13th July with reference to your telegram of 1st July
Argentine Company telegraphs serious objections opposed
to surrender lease to Irvins

Young.

FARINLAND ISLANDS.

No. 126.

Government House, Stanley.

14th July, 1916.

Sir,

In continuation of my despatch No. 122 of the 12th Instant, I have the honour to state that at the time of closing my mail to you last night, I received, and immediately telegraphed to you, a reply from the Sociedad Anonima Compania Argentina de Pesca, in which they state there are serious objections, and that they are opposed to the surrender of their lease at Juncos Harbour, South Georgia, to Messrs Irvin and Company.

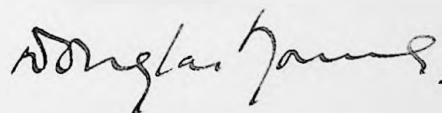
2. I am not surprised at the reply of the Argentine Company, considering the advantages Juncos Harbour affords them, working indiscriminately with the Company's lease of the neighbouring Harbour of Grytviken.

I have the honour to be,

Sir,

Your most obedient,

humble servant,



Governor.

THE RIGHT HONOURABLE

THE SECRETARY OF STATE FOR THE COLONIES.

cc.

cc.

cc.

FALKLAND ISLANDS.

No. 132.

Government House, Stanley.

25th July, 1916.

Sir,

With reference to my despatch No. 126 of the 14th Instant, I have the honour to submit herewith a copy of a letter from the British Minister, at Buenos Aires, transmitting a letter from the Vice-President of the Compania Argentina de Pesca stating the circumstances under which they are unable to surrender their lease of Jason Harbour, South Georgia, to any other Company.

14th July, 1916.

2. I submit the letter of the Argentine Company deserves consideration, and that the Company should not be disturbed in their lease of Jason Harbour.

I have the honour to be,

Sir,

Your most obedient,

humble servant,

Douglas Young

Governor.

THE RIGHT HONOURABLE

THE SECRETARY OF STATE FOR THE COLONIES.

cc., cc., cc.

BUENOS AIRES.

July 14th, 1916.

Sir,

I have the honour to transmit herewith a letter which has been sent to me under flying seal by the Vice President of the Compania Argentina de Pesca, with reference to a telegram received by the Company from the Colonial Secretary at Port Stanley.

Captain Jones has explained to me at length why the company cannot comply with the request put forward by Your Excellency's Government, and Mr Pasman gives the reasons which constrain them to state their inability to accede in the letter enclosed herewith.

For my own part, I can only recall to your Excellency that the Compania Argentina de Pesca has in the last twelvemonth given us every assurance of acting in complete accord with British Regulations in the matter of exporting whale oil. I believe that they are keeping their word implicitly.

I need hardly allude to the splendid offer made by the company in question in the matter of a relief expedition to Elephant Island. In this case they were willing to incur great expense, and I feel that consideration should, if possible be shown to them by us in recognition of their proffered assistance..

If I can obtain further details about the proposal made to the Company by the Falklands Government I shall be happy to take any action in my power.

I have etc.

(Sd) Reginald Tower.

HIS EXCELLENCY

William Douglas Young, C.M.G.

cc., cc., cc.

FALKLAND ISLANDS.

Buenos Aires, 14th July, 1916.
San Martin
132.

To His Excellency

The Governor of the Falkland Islands.

Sir,

We beg to acknowledge the receipt of Your Excellency's telegram of the 10th Inst. as follows:

"IRVINS COMPANY DESIROUS SURRENDERING LEASE STATION JASON
"HARBOUR SOUTH GEORGIA IF NO SUITABLE SITE AVAILABLE
"WOULD YOU BE WILLING NEGOTIATE SURRENDER LEASE TO
"IRVINS IN EXCHANGE SITE ELSEWHERE STOP IRVINS OFFER
"OLAF HARBOUR STOP IF WILLING NEGOTIATE PLEASE SEND
"INSTRUCTIONS AND AUTHORITY TO YOUR MANAGER GEORGIA
"TELEGRAPH REPLY COLONIAL SECRETARY FALKLAND ISLANDS?"

to which we replied yesterday

"SERIOUS OBJECTION OPPOSED TO SURRENDER LEASE TO
"IRVINS WE ARE WRITING YOU THROUGH BRITISH LEGATION"

The following statement of facts will, we trust, show that well founded objections on our part are the cause of our being unable to surrender our lease of Jason Harbour to any other Company.

In March 1906, Your Excellency's Government granted us the lease of Grytviken Harbour in Cumberland Bay for the establishment of a whale oil factory, for the term of 21 years, without any restrictions regarding the capacity of our factory or the number of vessels to be employed in hunting whales.

Before the establishment of our factory, the whaling industry did not exist, no whales had been hunted in the Southern Seas for many years; in fact it was our Captain Larsen who, at considerable expence, discovered that whales in sufficient number for industrial purposes, existed in the waters of South Georgia. Our Whaling Company was the first

to

to exist, and it was probably due to these facts that Your Excellency's Government granted us the above mentioned terms.

But, our experts of whale oil drew attention of other persons interested in the whaling industry who applied to Your Excellency's Government and obtained licences to hunt whales off South Georgian with the right to make use of several harbours in the neighbourhood of Cumberland Bay.

This circumstance made us fear that a licence might be granted to establish a second factory within Cumberland Bay at Jason Harbour which we were then using as a station for our whalers to hold their catch or to lie during heavy weather, and we immediately applied for the inclusion of Jason Harbour in our lease.

The lease of Jason Harbour was granted to us in August 1909 for 12 years, this term being established in order that it should expire at the same time as the lease of Grytviken Harbour, with the express condition that we should have the very valuable right of hunting whales with unlimited means, and restrict ourselves by virtue of this lease of Jason Harbour, to use not more than four vessels in taking whales off South Georgia, such four vessels to be allowed to operate indiscriminately either from Grytviken Harbour or Jason Harbour, as we the lessees may think fit.

The utility to us of Jason Harbour is due principally to its position within Cumberland Bay and its proximity to our base at Grytviken. It cannot in any manner be replaced by Prince Olaf Bay situated at 38 miles steaming distance

distance through an almost continuously tough sea.

We hope Your Excellency will be able to judge from the above statements and concur with us that it is impossible for our Company to give up Jason Harbour which was obtained at the cost of reduction of such important rights as were granted in our first lease.

The present opportunity is propitious to call attention to the fact that the development of the whaling industry in the waters of Your Excellency's Government is due in great part to the initiative of our Company, which has always shown itself ready to second Your Excellency's views, and, based on the above facts, we venture to request Your Excellency's kind offices in our favour in order that we may continue in the enjoyment of our rights up to the end of our lease.

We have the honour to be, Sir,

very respectfully,

Compania Argentina de Pesca
Sociedad Anonima.

Sd. Miles B. Pisman
Vice Presidenta.

24/16.

Keep with 28/16

c. 76/16

Honourable Colonial Secretary,

With regard to the lease for 10 years from the 1st January, 1909, of 30 acres of land at Jason ~~Harbour~~ Harbour to the Argentina de Pesca Company, please ask the Magistrate, South Georgia, to report fully as early as possible, the use to which this land is being put by the Company, and whether the Company has erected a whaling station or any buildings thereon, and what average number of cattle and sheep are depastured on the land.

Douglas Young

Governor.

24th August, 1916.

FALKLAND ISLANDS.

No. 188.

Government House, Stanley.

7th November, 1916.

Sir,

With reference to previous correspondence noted in the margin, respecting the desire of Messrs Irvin & Sons to obtain a site at Jason Harbour, South Georgia, for whaling purposes, I have the honour to forward herewith for your information a copy of a letter from the Magistrate, South Georgia stating that a site could be found at Jason Harbour without in the least interfering with the Argentine Company.

I have the honour to be,

Sir,

Your most obedient,

humble servant,

Wongfa James
Governor.

S/S to Gov.
Telegraph 1.7.16.
Gov. to S/S.
122.68 12.7.16.
26 of 14. 7.16.
152 of 25. 7.16.

10th August, 1916.

THE RIGHT HONOURABLE

THE SECRETARY OF STATE FOR THE COLONIES.

cc.,

cc.,

cc.

S.G. No. 100/16.

The Magistrate's Office,
South Georgia.

10th August, 1916.

(Received 11th October, 1916.)

Sir,

I have the honour to acknowledge the receipt of your letter No. 527/16 of 10th July, on the subject of Messrs Irvin & Sons erecting a Land Station at Jason Harbour, Sth. Georgia.

2. A site could be found at the latter place without in the least interfering with the Compania Argentina de Pesca, the harbour and adjoining land unoccupied and as far as I am aware, the present holders of this site have no intention of building; I believe that this lease was formerly taken on the recommendation of Captain C.A. Larsen in order that this Company could monopolize the whole of Cumberland Bay, as this appears to be the only ostensible grounds for at present holding, there is no reason why the Cia. Arg. de Pesca should not be asked to surrender conditionally.

3. The local manager has not yet received authority to proceed in the matter, should the circumstances arise as mentioned in your letter, the best possible arrangements will be made.

I have the honour to be,

Sir,

Your obedient servant,
(Sd.) Edw. B. Binnie, S.M.

HONOURABLE

THE COLONIAL SECRETARY,

FALKLAND ISLANDS.