

SGA/WHA/5 # 12

D

(Formerly)

D/6/58/C	D/6/58/C

SALE OF LEITH HBR. TO JAPANESE.

CONNECTED FILES.

NUMBER	
D/6/58/C.	Confidential + Secret volumes - same subject
D/3/60	Albion Star.
D/6/58/B	Leith Harbour.
D/6/58/A	Sealing Licences.

D/E 581 K

COLONIAL OFFICE,
The Church House,
Gt. Smith Street,
London, S.W.1.



19.3.19 62

With the Compliments
of
R. G. Pettitt

Sir Edwin Arrowsmith, K.C.M.G.,
Port Stanley,
Falkland Islands

281
BVF

19 March 1962

POST 54/57/03

Gentlemen,

I am directed by Mr. Secretary Haudling to refer to correspondence about the transfer of the lease of Leith Harbour to a Japanese company, resting with your letter of 4th December 1961.

2. The Governor of the Falkland Islands is willing to grant a lease for Leith Harbour to a Japanese Company to allow it to operate under conditions broadly comparable to those under which your company has operated. Whether the Governor intends to transfer the lease, or on the other hand to issue a new lease and, if so, the length of the lease will be communicated to you separately. In either case the lease would be renewable on expiry.

3. In agreeing to the transfer of the lease to a company with its headquarters on the other side of the world, and in thereby accepting the immigration of a population with a different language, the Falkland Island Dependency Government has laid itself open to the liability of meeting additional costs to Government for the maintenance of good order and provision of services. In particular, it may be necessary for the Government to equip itself with a suitable launch and crew and possibly to establish a Government station at Leith Harbour. For this reason it is intended that the conditions of the lease shall include a qualification that in the case of any costs to Government attributable to the change from a company operating from Europe and employing European crews to a Japanese company, Government will look to the Japanese Company to make payment to Government to offset this additional liability rather than meet it from general taxation.

4. Mr. Haudling would be grateful if you would make clear to the Japanese Company the extent to which the administration of South Georgia has been dependent on the excellent relations between the Administrative Officer and his small staff and the whaling managers and officials of the stations, and that it is expected that these good relations will continue.

5. He would also be grateful if you would make it clear that the Governor's agreement to transfer the lease to the Japanese company in the expectation of the introduction of Japanese crews and labour in no way prejudices his powers to control immigration and powers to deport which remain unimpaired. Moreover the Governor is not in any way precluded from varying the rates and nature of taxation from time to time.

6. I am to express Mr. Haudling's sincere regret, which is shared by the Governor of the Falkland Islands and the Administrative staff of South Georgia, that the long association between Salvoson's and the Dependencies seems likely to come to an end.

I am,
Gentlemen,
Your obedient servant,

MESSRS. CHR. SALVOSON AND CO.

DECODE.

No. 44.

TELEGRAM SENT.

From SECRETARY OF STATE to GOVERNOR

Despatched: 16.6.62 Time: 1103 Received: 16.6.62 Time:

3
No. 58. Marnhams letter of May 18th Leith Harbour Lease. Governor has seen and agreed draft assignment enclosed with letter subject to some amendments.

Secer

P/L : TB

Telex No. 1266

Extension.....

Your Reference.....

My Reference **FST 54/57/03**



COLONIAL OFFICE ⁴ 3
THE CHURCH HOUSE
GREAT SMITH STREET
S.W.1

18th May 1962

My dear Arrow

.....
4+5
~~4+4~~
.....
I am enclosing copies of the draft Assignment and Lease which have been drawn up by Salverson's solicitors. These have been examined by de Winter, one of our Legal Advisers, and I enclose a copy of his minute in which he suggests certain amendments to the drafts to cover the points you have made and also some that have occurred to us here.

Perhaps you would care to take a look at the drafts and suggested amendments on your way here so that any suggestions you may have can be incorporated in a final draft on your arrival.

I am sorry is we seem to be rushing you but Salverson's solicitors are pressing us for a speedy settlement of the business.

*Yours ever
John*

47

12

SIR EDWIN ARROWSMITH K.C.M.G.

KIV - Telegram at 39

#4

Mr. Pettitt:

I understand that it is now intended to have further discussions with the Governor, upon his return here in mid-June, before we decide upon the precise terms of the amendments we should propose to the draft Deed of Assignment from the South Georgia Company to the Japanese Company. In order that the Governor may consider the draft Deed and the possible amendments which might be made to it, I set out below suggestions as to the manner in which the Deed ought to be altered and the reasons for the alterations.

It seems to me that the method proposed for dealing with this matter, i.e. a joint document entered into by the Governor and the two companies, is the most satisfactory way of proceeding. In its present form it involves releasing the South Georgia Company from their obligations under the Lease; this is not a normal consequence of Assignment but I see no harm in it as long as they have carried out all their obligations up to the time when the new document is signed.

On purely legal grounds I think that the existing Lease could be improved but I assume that this is not a consideration which will determine whether a new Lease should be granted to the Japanese Company since the existing document can probably be modified to meet our objectives.

Turning to the details of the document, the suggested amendments, comments etc. are as follows:-

(1) Draft Assignment, Recital (B);

I would like to see copies of these documents which do not seem to be available here.

(2) Assignment clause (3);

It will be necessary to confirm that there are no outstanding liabilities of Selvesens at the time of execution.

(3) Lease; term of Lease on page 1;

Delete the words "and thereafter from year to year subject to determination as hereinafter provided".

(4) Explanation;

Presumably the Lease will continue after 1969 if it is renewed under the express clause for renewal; there is no need to say anything about continuation from year to year if it is not renewed. There also seems no need to say that it is subject to determination. This is clear enough.

(5) Lease; Covenant for renewal on page 3;

Insert after the word "notice", the words "in writing" and insert after the word "lease" the words "and if there will be no subsisting breach of any of the lessee's obligations under this lease".

Add at the end of the Covenant the following "and it is hereby declared that the Covenant for renewal of the lease herein contained shall be in substitution for, and to the exclusion of, any rights of the lessee in consequence of an application for renewal of a lease to which the lessee may be entitled under Section 23 of the Land Ordinance (Chapter 36)".

42 5

(6) Lease; Schedule, paragraph 1: Definition of Land Station;

Substitute "shall mean an establishment on shore equipped with the plant necessary to render, boil down, or treat whale carcasses or to manufacture, cure or preserve any substance extracted from whale carcasses".

(7) Lease, same paragraph; Use of Land;

Substitute for the sentence at the top of page 4 the following "The lessee shall be permitted to use the land hereby leased for all purposes in connection with their whaling activities and, subject to the provisions of the Fisheries Ordinance (Chapter 27) and any regulations made thereunder for the manufacture, cure or preservation of fish but the lessee shall not use the land for any other purpose."

(8) Lease, Schedule, paragraph 2;

Delete the words "any product of birds or fish or seals or animals whatsoever" and substitute the words "any seal, animal, bird or bird eggs".

Fishing is to be permitted on similar terms to the terms granted to Tomberg of which I have no details. I assume this will cover fishing on the island and in territorial waters, and that consequently the clause of the lease need only cover animals etc.

(9) Lease, Schedule, paragraph (1);

Substitute "If the headquarters of the lessee or its assign shall at any time be situate outside Europe or if the lessee shall employ servants or agents other than Europeans for the maintenance of the land station under this Lease or the conduct of whaling operations from the said station, the lessee will pay on demand and from time to time to the Treasurer of the colony such amounts as are certified by the Governor to be the additional expenditure incurred by the Governor of the Falkland Islands and its Dependencies by reason of the occurrence of any of those events."

Comment: It is not clear to me how the expenditure of the colony would be increased by these events. If the intention is to insist on contributions from the Japanese under cover of a change in the race of the persons stationed in South Georgia, it might be better to require a part contribution from them?

(10) Lease, Schedule;

Add the following paragraph; "(1) The lessees and its servants and agents in South Georgia will co-operate to the best of their ability with the Governor and the officers of the Falkland Islands colony and its Dependencies and in particular will render to the Governor and the said officers any assistance which may reasonably be required by any of them for the purposes of the administration of South Georgia."

436

2

In view of 3A no action is called for

from us but we should now telegraph
Mr Salvesen has agreed to ~~insert~~

an amendment of the lease (as in other
file) so that these amendments should be
included in the new lease.

Since we felt to go into with RSC

6 - November 7

82 12/6/62:

44 RSC vide above We shall

for

20/6/62

437

Gy. H.

2 3A implies that the amendments ^{to the lease} suggested
by Mr. de Winter at p. 41. are to be included
in the Assignment. I would suggest one
further and less important amendment for consideration.
Para. (7) of Mr. De Winter's suggestion be amended
by the insertion of the words "and any Ordinance amending
or replacing that Ordinance" immediately after (Chapter
27).

The amendments agreed to by Salvesen are at p 25
in D/3/60/C. I can detect of no further amendments.

J.P.B.

21. vi. 62.

438

Please suggest by telegram (a) the amendment of
the lease of the house (b) the 2nd schedule of
bill drafts for title at the foot of D/3/60/C

A.C.S. Could you please go into this
again with R-S.C. I am sorry I have not
time. We would be obliged

(a) the words of 4(d) regarding in D/3/60/C.

(b) the inclusion of See Case Saunders

But in the lease 43^(b.c.) both have been

to be provided for. Presumably, therefore
43 is both the same as over the existing
lease.

If they have already provided for both
we must we want to provide for both
no action is needed.

to we have to telegraph again
we would include RSC's drafting
instructions

or 23/10/61.

RSC

10

Perhaps you wd. compare the latest
lease (if there is a later one) with the copy at b.c.
and say whether there is provision for the points
mentioned at (a) + (b) above.

11

26.6.62

Sent 29.6.62

Gy. B.

The lease at b.c. is a copy of the existing
lease which expires during 1969, although some amendments
have been incorporated in the copy, such as the agreed
amendments regarding repairs and Case Saunders light,
the addition of a new sub-paragraph (b) on page 3,
a new sub-paragraph (b) on page 6 and the inclusion
in paragraph 1 of the Schedule of the amendment agreed
to by both parties on 20th Dec. 1951.

The amendments suggested by Mr. de Winter have
not been incorporated.

Gy. B.

2.vii.62.

Gen NFA

52

By 10.8.61 (mail)

DECODE.

No. 19.

TELEGRAM.

From Administrative Officer, South Georgia.

To Colonial Secretary, Stanley.

Despatched : 6th July, 19 62 Time : 1300

Received : 6th July, 19 62 Time : 1530

No. 172. Your telegram No. 129. At Governor's request safeguard and condition already drafted for inclusion in lease should Japanese take over whaling companies South Georgia my letter March 17th to Governor Classified Secret refers. If Selvesens sublet their existing lease these conditions would not be included and we would be in dangerous position of perhaps being unable include them if and when Japanese decide to buy. Assume Japan intend using Leith factory and not floating factory ship anchored at Leith for process and production Falklands and International Whaling Regs. refer.

Administrative Officer

G.T.C. : TB

Original in : D/3/60
Copies in : D/6/58/B ✓
D/3/60/C

51
12

3/60
281
Secret
volume

DECODE.

TELEGRAM.

3
13

From Colonial Secretary, Stanley

To Administrative Officer, South Georgia.

Despatched : 14th July, 1962 *Time* : 1010

Received : 19 *Time* :

No. 144. Following received from Secretary of State and forwarded for information. Begins. Japanese have decided not to buy this season or to operate sub lease. Reason partly whale oil price partly other financial commitments. Salvesens hope still to sell for 1963/1964 and will man station maintenance basis (about 20 men) in the current season. No news yet of Clark's success. Ends.

Colonial Secretary

Pa

FAULKLAND ISLANDS

THIS LEASE is made this 29th day of January one thousand nine hundred and seventy-one BETWEEN Her Most Gracious Majesty Elizabeth II: by the Grace of God, of the United Kingdom of Great Britain and Northern Ireland and of Her other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith, of the one part, and Christian Salvesen Limited whose registered office is situate at 31 Bernard Street, Leith, Scotland (hereinafter called the Lessee) of the other part WITNESSETH that Her Majesty doth hereby lease unto the Lessee and its assigns ALL THAT piece or parcel of land situate at Leithe Harbour and Stromness Harbour in the Island of South Georgia, one of the Dependencies of the Colony of the Falkland Islands containing eight hundred acres or thereabouts and more particularly delineated on the plan annexed hereto and thereon edged with a red verge line EXCEPT and reserved to Her Majesty a road measuring thirty feet wide along the coast line of the land hereby leased and the right of access for Her officials servants and agents to such road. TO HOLD the same unto the Lessee and its assigns for the term of five years from the 1st day of October 1969, and thereafter from year to year subject to determination as hereinafter provided YEILDING and paying therefor the clear yearly rent of TWO HUNDRED POUNDS STERLING payable in advance on the first day of October in every year to the CROWN AGENTS for Overseas Governments, or the Treasurer of the said Colony of the Falkland Islands: and the Lessee does hereby for itself and its assigns covenant with Her Majesty to pay, or cause to be paid unto Her Majesty her heirs and successors that said clear yearly rent or sum of two hundred pounds at the times and in the manner hereinbefore appointed for payment thereof: AND that they will not at any time during the said term hereby granted without the previous consent in writing of the Governor of the Colony of the Falkland Islands (hereinafter called "the Governor") 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-eight of/...

of "The Land Ordinance 1949" of the Colony of the Falkland Islands save and except 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 SCHEDULE hereto and PROVIDED always that if the said yearly rent of two hundred pounds shall be unpaid sixty days after any of the said days whereon the same is hereinbefore made payable (whether lawfully demanded or not) or if the Lessee or its assigns shall not observe, perform, fulfil, and keep all and every the covenants, conditions and agreements, hereinbefore and in the Schedule hereto contained which on their part ought to be paid and performed and more particularly shall omit to use the land hereby leased in the manner and to the extent specified in the Schedule hereto then and in either of the said cases it shall be lawful for Her Majesty, her heirs and successors, unto and upon the land hereby leased or any part thereof in the name of the whole, to re-enter and repossess the same as Her and former estate. PROVIDED also that the Governor or the Lessee may on the first day of October in any year on and after the first day of October 1959, determine the tenancy hereby created by giving to the other one year's notice in writing. AND Her Majesty for herself, her heirs and successors doth hereby covenant with the Lessee and its assigns that they the Lessees and assigns, paying the said yearly rent of two hundred pounds on the days and times and in the manner aforesaid and observing, performing and fulfilling and keeping all and every the covenants, conditions and agreements in this Lease and the 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.

Provided also that if at any time during the continuance of this lease the lessee shall notify the Governor in writing that it desires to start or restart whale fishing or any commercial fishing or other activities in connection with the land hereby leased or to assign underlet or part with possession of the whole or any part of such land, the rent hereby reserved shall be subject to increase and the other terms of this lease shall be subject to modification. The Governor and the lessee shall forthwith enter into/...

into negotiations with a view to agreeing such increased rent and such other modifications as shall be appropriate having regard to all the circumstances and in particular the commercial operations to be undertaken and/or the rent or premium to be obtained by the lessee from such assignment, underletting or parting with possession. If the Governor and the lessee shall have been unable to agree the amount of the increased rent and the other modifications to this lease within six months of the notification provided for above, they shall be decided by an arbitrator to be agreed upon by the Governor and the lessee within one month of the end of the six month period, and if not so agreed within such one month to be appointed by the President of the Law Society of England on the application of either the Governor or the lessee. Pending the decision on such increased rent and other modifications by agreement or arbitration, the proposed commercial operations, assignment, underletting or parting with possession shall not take place unless the Governor so consents, and the Governor in granting such consent may impose such conditions as he thinks fit.

The Schedule referred to:-

1. The lot and parcel of land hereby leased is leased to be used by the lessee against the eventuality of its restarting whale fishing or starting fishing or other commercial operations and it is hereby expressly declared that nothing in this lease shall permit the use of the land hereby leased in connection with whale fishing, fishing or other commercial operations or for any other purpose whatsoever except as expressly mentioned in this paragraph or elsewhere in this lease.

2. Except with the consent in writing of the Governor or an Officer authorised by him in that behalf the Lessee -

(a) is prohibited from taking, removing, appropriating, killing or in any way using, either for his own benefit or for the benefit of any person or persons, any product, seal, bird or animal whatsoever in South/...

(Signed signature for reference to...
to "X" after")

South Georgia or any Island adjacent thereto, and any fish, marine algae (including Kelp) or any other marine life within territorial waters; and

(b) will not knowingly import any living bird, animal, fish or plant.

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

4. The Lessee shall be permitted to take fresh water for all purposes in connection with the land station and shall have the right to take such steps as may be necessary to ensure that an adequate fresh water supply is available at both Leith and Stromness Harbours.

5. The Lessee hereby for itself and its assigns covenants with Her Majesty her heirs and successors that during the continuance of the above written Lease all persons holding leases granted by Her Majesty her heirs and successors or who proceed to South Georgia with the sanction of the Governor will have full access to the shore on which the lot or parcel of land hereby leased is situate.

In witness whereof His Excellency Ernest Gordon Lewis Officer of the Most Excellent Order of the British Empire, 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 Foreign and Commonwealth Affairs hereunto set his hand for and on behalf of Her Majesty and caused the Public Seal of the said Colony to be hereunto affixed, at Stanley in the said Colony, and the Lessee has caused its Common Seal to be hereunto affixed the day and year first above written.

Witness my hand and seal this 1st day of October 1954

By His Excellency's Command,
J A Jones
Colonial Secretary

Sgd: G H Elliot

the Lessee does hereby for itself and its assigns covenant with His Majesty to pay or cause to be paid the sum of one thousand pounds at the times and in the manner hereinbefore appointed for payment thereof and that they will not at any

(second signature for Salvesen is indecypherable but could possibly be "M W Gibb")

C.P.A.J. 43
F A L K L A N D I S L A N D S

T H I S L E A S E is made this First day of October One thousand nine hundred and fifty one B E T W E E N HIS MOST GRACIOUS MAJESTY GEORGE VI: BY THE GRACE OF GOD OF GREAT BRITAIN, IRELAND AND OF THE BRITISH DOMINIONS BEYOND THE SEAS KING, DEFENDER OF THE FAITH, of the one part and THE SOUTH GEORGIA COMPANY LIMITED whose Registered Office is situate at 31 Bernard Street Leith Scotland (hereinafter called "the Lessee") of the other part

W I T N E S S E T H that His Majesty DOETH HEREBY LEASE unto the Lessee and its assigns A L L T H A T piece or parcel of land situate at Leith Harbour and Stromness Harbour in the Island of South Georgia, one of the Dependencies of the Colony of the Falkland Islands containing Eight hundred acres or thereabouts and more particularly delineated on the plan annexed hereto and thereon edged with a red verge line Except and Reserved to His Majesty a road measuring Thirty feet wide along the coast line of the land hereby leased and the right of access for His officials servants and agents to such road T O H O L D the same unto the Lessee and its assigns for the TERM of EIGHTEEN YEARS from the 1st day of October 1951 and thereafter from year to year subject to determination as hereinafter provided YIELDING AND PAYING therefor the clear yearly rent of ONE THOUSAND POUNDS STERLING payable in advance on the 1st day of October in every year to the Crown Agents for the Colonies or the Treasurer of the said Colony of the Falkland Islands: And the Lessee does hereby for itself and its assigns covenant with His Majesty to pay or cause to be paid unto His Majesty his heirs and successors the said clear yearly rent or sum of One thousand pounds at the times and in the manner hereinbefore appointed for payment thereof And that they will not at any

time during the said term hereby granted without the previous consent in writing of the Governor of the Colony of the Falkland Islands (hereinafter called "the Governor") assign underlet or part with the possession of the said lot or parcel of land hereby leased or any part thereof

*For 10/5 permitted
has amended
to Governor in Council*

PROVIDED that this lease is granted subject to the reservations conditions and restrictions set forth in Section Twenty eight of "The Land Ordinance 1949" of the Colony of the Falkland Islands save and except ~~so~~ ^{and} 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 Schedule hereto and Provided always that if the said yearly rent of One thousand pounds shall be unpaid Sixty days after any of the said days whereon the same is hereinbefore made payable (whether lawfully demanded or not) or if the Lessee or its assigns shall not observe perform fulfil and keep all and every the covenants conditions and agreements hereinbefore and in the Schedule hereto contained which on their part ought to be paid and performed and more particularly shall omit to use land hereby leased for the purpose of maintaining a land station in connection with the business of whale fishing in the manner and to the extent specified in the Schedule hereto then and in either of the said cases it shall be lawful for His Majesty his heirs or successors unto and upon the land hereby leased or any part thereof in the name of the whole to re-enter and repossess the same as his and former estate Provided also that the Governor or the Lessee may on the 1st day of October in any year on and after the 1st day of October 1952 determine the tenancy hereby created by giving to the other three years' notice in writing In the event of the tenancy being so determined the Lessee may not necessarily be required to maintain a land station during the period of such notice and

the Lessee may during such period remove equipment and plant from the land hereby leased And His Majesty for himself his heirs and successors doth hereby covenant with the Lessee and its assigns (a) that they the Lessee and its assigns paying the said yearly rent of One thousand pounds on the days and times and in the manner aforesaid and observing performing fulfilling and keeping all and every the covenants conditions and agreements in this Lease and the 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 and (b) that if they the Lessee shall give to the Governor not later than Twelve months before the expiration of the said term of Eighteen years notice of their desire to renew this Lease His Majesty will renew the same for a term of fourteen years commencing at the expiration of the said term of eighteen years such renewal to be on the same terms and conditions as are herein contained (mutatis mutandis) except as regards the term of such renewal and that this present covenant for renewal shall be excluded

THE SCHEDULE above referred to:-

1. The lot or parcel of land hereby leased is leased to be used by the Lessee for the purpose of maintaining a land station in connection with the business of whale fishing For the purposes of this Schedule "land station" shall mean an establishment on shore equipped with the plant necessary to render boil down treat or manufacture whale carcasses or any part thereof A land station shall be deemed to be maintained within the meaning of this clause if the Governor is satisfied that the establishment is adequately equipped supervised kept in good repair and so far as Leith Harbour is concerned operated for the purposes for which it is established

portion
between
brackets
omitted

The Lessee shall be permitted to use the land hereby leased for all purposes in connection with their whaling activities

The Lessee shall be permitted to take fresh water for all purposes in connection with their whaling activities and shall have the right to take such steps as may be necessary to ensure that an adequate water supply is available at both Leith Harbour and Stromness Harbour

2. Except with the consent in writing of the Governor or an officer authorised by him in that behalf the Lessee is prohibited from taking removing appropriating killing or in any way using either for his own benefit or for the benefit of any other person or persons any product of birds or fish or seals or animals whatsoever on South Georgia or on any island adjacent thereto

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

4. The Lessee hereby for itself and its assigns covenants with his Majesty his heirs and successors that they the Lessee and its assigns during the continuance of the above written Lease:-

(a) Will not in connection with the land hereby leased employ for the purpose of taking whales any vessels which they are not licensed to use for that purpose within territorial waters Two vessels may be used without payment of licence fees

(b) Will employ a manager who shall be responsible for the management of the land station and of the vessels attached thereto and for the due observance of the whaling laws and regulations and of the conditions of leases or licences Such manager shall not himself normally shoot whales and shall be found

normally at the land station

(c) Will keep regularly from day to day 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 hereby leased and will furnish full particulars of all such observations with as little delay as may be possible to the Governor

(d) Will be prepared in the event of an emergency arising to assist within reasonable measure any ship requiring repairs or supplies of fuel or provisions

(e) Will maintain in proper working order the beacon light at Cape Saunders and in addition at such places as the Governor may specify four leading beacon lights which shall 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 situate to all persons holding leases granted by His Majesty his heirs and successors or who proceed to South Georgia with the sanction of the Governor

(g) Will furnish to the Governor at the end of each season a report containing such particulars as the Governor may require in respect of the operations undertaken during the season and in addition will furnish such other information as may be required by any law to give effect to the International Convention for the Regulation of Whaling concluded at Geneva on the 24th of September 1931 and the International Convention for the Regulation of Whaling concluded at Washington on the 2nd day of December 1946 and all subsequent

amendments or by any other law for the time being in force at the time and in the manner specified by such laws

(h) Will conduct all operations in connection with the aforesaid business of whale-fishing in accordance with

(i) the provisions of the Whale Fishery Ordinance 1936 the Regulations made from time to time thereunder and any other law for the time being in force and

(ii) the provisions of the aforesaid International Convention and if so required by the Governor any other International Convention for the Regulation of Whaling to the same extent as they are required to be observed by or in respect of vessels flying the flag of a High Contracting Party to any such Convention when in force

(i) Will on or before the 1st of January 1952 survey the land hereby leased and erect concrete boundary posts not less than 3 feet in height above the ground and not more than 400 yards between such posts along the land boundary of the land hereby leased

(j) Will on demand and from time to time reimburse to the Governor such expenditure by or on behalf of the Governor or his Administration as shall be attributable in the opinion of the Governor to additional costs and expenses incurred by the Governor or his Administration consequent on the Lessee hereunder ceasing to be a company operating from Europe with European crews and becoming a Japanese Company

I N W I T N E S S whereof His Excellency

Sir Miles Clifford, Knight Commander of the Most Excellent Order of the British Empire Companion of the Most Distinguished Order of Saint Michael and Saint George upon whom has been conferred the Efficiency Decoration 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 Lessee has caused its Common Seal to be hereunto affixed the day and year first above written

(Sgd.) Miles Clifford

Governor and Commander-in-Chief.

By His Excellency's Command

(Sgd.) Michael R. RAYMER.

COLONIAL SECRETARY.

THE COMMON SEAL of the South Georgia Company Limited was hereunto affixed in the presence of:-

.....

.....(SGD.)..... Directors.

.....(SGD.).....

.....(SGD.)..... Secretary

DATED

1962

HIS MAJESTY KING GEORGE VI

- and -

THE SOUTH GEORGIA CO. LTD.

DRAFT/

L E A S E.

Mare from 40

NORTON, ROSE, BOTTERELL & ROCHE,
Kempson House,
Camomile Street,
Bishopsgate,
LONDON, E.C.3.

C.F.T.

© MARUNOUSHI CHIYEDA-KU
Tokyo Japan
42

T H I S A S S I G N M E N T is made the

day of One thousand nine hundred and sixty two
between THE SOUTH GEORGIA COMPANY LIMITED whose Registered
Office is situate at 31 Bernard Street Leith Scotland
(hereinafter called "the Assignor") of the first part and
HER MOST GRACIOUS MAJESTY ELIZABETH II BY THE GRACE OF GOD OF GREAT
BRITAIN, IRELAND AND OF THE BRITISH DOMINIONS BEYOND THE SEAS QUEEN
DEFENDER OF THE FAITH (hereinafter called "Her Majesty") of the
KYOKUYO HOGEI KABUSHIKI KAISHA ~~20-2 CHOME~~
second part and ~~THE SOUTH GEORGIA COMPANY LIMITED~~ whose Registered
Office is situate at 20-2 CHOME
(hereinafter called "the Assignee") of the third part and THE
GOVERNOR OF THE COLONY OF THE FALKLAND ISLANDS (hereinafter called
"the Governor") of the fourth part

W H E R E A S :-

(1) This Deed is supplemental to a Lease (hereinafter called
"the Lease") dated the First day of October One thousand nine
hundred and fifty one and made between His Most Gracious Majesty
George VI by the Grace of God of Great Britain, Ireland and of the
British Dominions beyond the Seas King, Defender of the Faith
(hereinafter called "King George VI") of the one part and the
Assignor of the other part with a view that King George VI leased unto the
Assignor and its Assigns all that piece or parcel of land situate
at Leith Harbour and on the west coast of the Island of South
Georgia, one of the Dependencies of the Colony of the Falkland
Islands containing eight hundred acres or thereabouts and more
particularly delineated on the plan annexed thereto and thereon
edged with a red verge line ALERT AND APPROVED to King George VI
a road measuring thirty feet wide along the coast line of the land
thereby leased and the right of access for his officials servants
and agents to such road TO HOLD the same unto the Assignor and its
assigns for the term of Eighteen years from the 1st day of October
1951, and thereafter from year to year subject to determination
as thereafter provided and to the payment of the clear yearly
rent of One thousand pounds sterling payable as therein mentioned

and subject to the terms and conditions and to the observance and performance of the covenants on the part of the Assignor therein contained

(B) By Deeds made between King George VI of the one part and the Assignor of the other part and respectively dated the Twentieth day of December 1951 and the 20th November 1952 an addendum and certain amendments to the Lease were made

(C) The Lease contains (inter alia) a covenant that the Assignor shall not at any time during the said term assign underlet or part with the possession of the said lot or parcel of land thereby leased or any part thereof without the previous consent in writing of the Governor

(D) The freehold interest in the said piece or parcel of land is now vested in Her Majesty subject/^{to}and with the benefit of the Lease (added to and amended as aforesaid)

(E) The Assignor desires to assign the Lease to the Assignee and has requested Her Majesty to grant such release as is hereinafter contained and the Governor to grant such licence and consent as is hereinafter contained which Her Majesty and the Governor have agreed to do upon the terms and in the manner hereinafter appearing

N O W in pursuance of the said agreement and in consideration of the payment and of the covenants on the part of the Assignee hereinafter contained and the consent and release respectively on the part of the Governor and Her Majesty hereinafter contained

THIS DEED W I T N E S S E T H as follows:-

1. THE GOVERNOR HEREBY GIVES his licence and consent for such assignment as is hereinafter contained

2. (A) THE ASSIGNOR in consideration of the payment to the Assignor by the Assignee of the sum of £ (receipt of the sum of £ being a first payment on account of the said sum of £ being hereby acknowledged by the Assignor) and the covenants on the part of the Assignee hereinafter contained HEREBY ASSIGNS unto the Assignee A L L T H A T the

benefit and interest of the Assignor in the Lease (added to and amended as hereinbefore mentioned) and the covenants on the part of King George VI therein contained and the said piece or parcel of land thereby leased and all the estate and interest of the Assignor therein T O H O L D the same unto the Assignee absolutely

(B) THE ASSIGNEE HEREBY COVENANTS with the Assignor to pay the balance of the said sum of £ by the instalments ~~and with interest on such part thereof as shall for the time being remain unpaid~~ and in manner provided by an Agreement dated 1962 and made between the Assignor and the Assignee

3. HER MAJESTY HEREBY RELEASES the Assignor from all liability under the Lease including payment of the said rent reserved thereby

4. IT IS HEREBY AGREED AND DECLARED by and between Her Majesty and the Assignee that the Lease (as added to and amended as aforesaid) shall henceforth be read and construed as if the same had originally been entered into between Her Majesty of the one part and the Assignee of the other part and had been in the form set out in the Schedule hereto

5. THE ASSIGNEE and HER MAJESTY HEREBY RESPECTIVELY COVENANT with one another to perform and observe all the agreements stipulations and conditions expressed or referred to in the said form of Lease contained in the Schedule hereto and which are therein on their respective parts to be performed and observed as if the Lease had originally been entered into by and between King George VI and the Assignee but amended and modified as appearing in the said Form of Lease contained in the Schedule hereto and the Assignee hereby further covenants with Her Majesty that the Assignee will pay the aforesaid rent at the times and in manner stipulated for the payment of rent in the Lease

I N W I T N E S S etc.

THE SCHEDULE above referred to:-

DATED

1962

THE SOUTH GEORGIA COMPANY LIMITED

- and -

HER MAJESTY QUEEN ELIZABETH II

- and -

KYOKURO WHALING COMPANY LIMITED

- and -

THE GOVERNOR OF THE FALKLAND
ISLANDS

FIRST DRAFT (16.4.62.)

DEED OF ASSIGNMENT AND VARIATION

- of -

the Lease of Leith Harbour and
Stromness Harbour, South Georgia.

KORTON, ROSE, BOTTERELL & ROCHE,
Kempson House,
Camomile Street,
Bishopsgate,
LONDON, E.C.3.