

D

(Formerly)

D/3/47/II

D/3/47/II

RENEWAL OF WHALING LEASE -
COMPANIA ^R ARGENTINA DE PESCA.
_A

CONNECTED FILES.

NUMBER

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ing

From the Secretary of State for the Colonies.

To the Officer Administering the Government of FALKLAND ISLANDS
(COLONY)

Date 5th January, 1960.

No. 2 Saving



*In main file destroyed
in Secretariat File
9/3/59. 1949.*

Your savingram No. 83 Colony of 10th June,

Lease for Compania Argentina de Pesca.

I should be grateful if you would forward two copies of the plan referred to in the First Schedule of the Indenture made on 1st June, 1949. These are required in connection with the drawing up of the new lease.

*Reply at 8
SECR.*

4/3

2

*Beef
C*

A/RSE

Can you keep, re.?

A.C.S.

3.

27/1/60.

bc of 5/2/47

There is no copy of the Pesca lease in this office - I withdrew the copy from the folder & forwarded it to the H.C.S. early last year, at his request. There is a sketch plan in D/15/58, but probably the

Private

from the Secretary of State for the Colonies
by the Office Administering the Government of

Date

No.

H.

A.O., South Georgia could help?

There is no other plan in this office.

RB.

A/R.S.C.
1. 2. 60.

s/c /
Diane we copy the lease for sending
to A.O.?

Q.

2. 2. 60.

ACP

We have a typescript copy of the
lease but no copy of the plan referred
to. R.S.C.'s lease is with the plan
attached is at the back cover of D/2/47. Hough.

dm.

11.2.60

Mr. Browning 7

The plan required is at the
Indenture at G.C. wh. is the document you refer
to at folio 3. Pl. discuss

Q.

8.3.60.

SP. 54/57/04.

8

SAVING TELEGRAM.

From: The Officer Administering the Government of the Falkland Islands.

To: The Secretary of State for the Colonies.

Date: 10th March, 1960.

No. 12. SAVING. DEPENDENCIES

Your Savingram No. 2 of 5th January, 1960.

Lease of Compania Argentina de Pesca.

The plan which forms part of the original Indenture made on 1st June, 1949, is attached. In the absence of adequate facilities here for copying, it would be appreciated if photostat copies could be made in the Colonial Office and the original returned here in due course.

2. It would also be appreciated if a copy of my Savingram No. 83 Colony of 10th June, 1949, could be forwarded as the file which contained this was unfortunately lost in the fire which destroyed the Secretariat in March 1959.

GOVERNOR.

13/7/61

Rse.

9.

10. Ad. your copy of the Indenture - the plan will be returned to you when received from the C.O.

10.

17/8/60

Hon. Col. Sec,

Indenture withdrawn & of.

JTB
Recy. Gen.
18.3.60.

Rec. 30/6/60
(to return plan) JB

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 and its Dependencies (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-one of "The Land Ordinance, 1905" or any amendment thereof, save and except 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 if the said yearly rent of Two hundred and Fifty Pounds shall be unpaid sixty days after any of the said days the same is made payable (whether lawfully demanded or not) or if the said Lessees or their assigns shall not observe, perform, fulfill, and keep all and every the covenants, conditions and agreements, hereinafter set forth 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, or more particularly shall not use the said leased lot or parcel of land 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 second schedule hereto, it shall be lawful for His Majesty, His heirs or assigns, 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, hold, retain, repossess, and enjoy as in his and their right and former estate and His Majesty for himself, his heirs and assigns, 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 manner aforesaid and observing, performing, fulfilling, and keeping all and every the covenants,

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 peace-
ably 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.

The first schedule referred to in the above written
Indenture.

All that piece or parcel of land situate in
Loytviiken Harbour in the island of South Georgia
containing five hundred acres or thereabouts more
particularly delineated on the plan annexed hereto
and thereon edged with a pink verge line.

And the lot or parcel of land being an island
at the entrance of Cumberland Bay and named Jason
Island on Admiralty Chart No. 3579 - New Edition,
15th August, 1930.

The Second Schedule referred to in the above
written Indenture.

1. The lot or parcel of land hereby leased is leased to be used by the Lessees 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, in good repair and operated.

2. Except with the consent in writing of the Governor or an officer authorised by him in that behalf 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, seal or other animal whatsoever, on South Georgia, or on any island adjacent thereto.

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

4. 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 continuance of the above written Indenture:-

(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.

(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.....

of vessels or licenses. Such manager shall not himself actually shoot whales and shall be found normally at the base station.

- (b) will equip and maintain a meteorological station and a trained observer who shall take and record such meteorological observations and submit to the Governor such meteorological reports or returns as the latter may from time to time require and shall not, without the Governor's consent first obtained, submit such or any similar meteorological reports or returns to any third party whatsoever. And the Lessee shall at any time on demand surrender the said meteorological station, together with its records and such equipment as may be the property of His Majesty's Government, to the Governor for operation and maintenance by his own agents.
- (c) will be prepared in the event of an emergency arising to assist, within reasonable measure, any ship requiring supplies of fuel or provisions.
- (d) will maintain in proper working order at such places as the Governor may specify two leading beacon lights which shall be exhibited at all times between the hours of sunset and sunrise as guides to shipping.
- (e) 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.
- (f) 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, 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, 1908, 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 and ^{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.

(j) Will not store or permit to be stored pelagic oil on the land hereby leased.

5. The Governor shall have the right to require that up to five per cent of the workers employed at the land station during the whaling season shall be recruited in the Falkland Islands and supplied by the Government of the Colony of the Falkland Islands if suitable men are available in the said Colony of the Falkland Islands.

15

IN WITNESS whereof His Excellency Geoffrey Miles Clifford,
 Esquire, Companion of the Most Distinguished Order of Saint
 Michael and Saint George, Officer of the Most Excellent Order
 of the British Empire, 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 said Lessees
 have hereunto set their hands and seals the day and year first
 above written.

(usual word now used - known as the
 Governor and Commander-in-Chief.

(Sgd.) NILES CLIFFORD

By His Excellency's Command,

(Sgd.) E. R. RAYNER.

Colonial Secretary.

Signed, sealed and delivered
 by

(Sgd.) E. R. L. RYAN
 President.

In the presence of

7
 Vice President.

ES

10.6.10

Logan

21

It withdraws plan at l.c., which was originally attached to the copy of the lease held in your office.

R

for C.S.
4.5.60

22

Thra. and Dec.,
St. Lawrence Co.

H.B.
Log. Logan
5.5.60

3/11/60

Big 1. 11. 60 (mail - Riv new lease lease)

no mail

3/11/60

Big 6. 10. 60 (mail)

no mail

11

3/11/60

~~Stacy to Logan~~ 23

No mail

11

The lease is, it is better, to be

transferred to Albin Sten.

They have signed the Tomberg documents but there is a hitch about his one.

no action would be taken further

3/20/60

23 12 61

BU 27.2.61

nothing more to be done
File
3/27/61

Dec 16. 6. 61.

no more news

BU 28/6

5.7.61

BU 2/5
2/28/61

Stacy to Sten
which was in do
Logan's name in
St. Lawrence
BU
3/21/61