



Mr. Bennett,

We spoke. I would like to get the Surrender by Albion Star off in the post as quickly as possible, and have signed it - subject to your being satisfied with its terms. It

presumably will need to be dated (which?) and we might take a photo-copy until we have it back.

So far as I can see, the draft of the new Salvo's book is in order, but I'd be grateful if you will check.

John 10/11

Y.E.,

Will see from the attached that the C.S. has witnessed your signature to the Deed of Surrender, dated it 10th May 1979 and forwarded it to the Solicitors concerned by registered post on the 11th May.

2. There are three points I would like to raise regarding the Lease.

3. The first is not of great importance. In paragraph 2 an Island is mentioned although it is not mentioned in the Second Schedule which describes the area at Husvik Harbour. An Island was mentioned in the previous lease for Husvik but never before that and was never included in the description of the area.

4. The Second Schedule refers to a disused whaling station at Husvik and although there is also a disused whaling station at Grytviken no mention is made of it in the First Schedule.

5. As no date is specifically mentioned in the Deed of Surrender the Deed takes effect from the date it was signed (10th May) and that date and the date of commencement of the Lease should coincide.

J.F.B.  
14. v. 79

C.S. 2

S.M.

Wm. H'd now present the lease documents; but receipt of a copy of the surrender deed should be followed up.

J.F.B. 17/1-

3

S.17. I am sorry to have delayed these papers which were sent to my desk during my recent visit to camp. Also the file is not in the Secretariat but may possibly be with R.S.C.

J.F.B. CS 23/5

it sh'd  
be deleted  
from  
p. 2.  
This might  
be an  
advantage

S.M.,

With regard to Folio 9 and attachments and the bound copy of the "tripartite agreement" and draft lease at centre, you said last time we spoke that you would rather not proceed further with advice on this until you were able to consult SG/1/3 on which there was previous minuting.

2. After a complete office search the file has now come to light, having been misplaced in the Registry filing cabinets apparently, and I now attach it to Vol. II which I had had opened in the meantime.

3. I believe you had a number of points to raise on the draft lease. Three of them are mentioned in your Min. 1 to H.E. above. In addition you had some doubts about the matter of arbitration being introduced in the event of a disagreement about rent (sub-paras. 2 and 4 of Clause 2). On looking at these again this seems more reasonable than at first sight since the circumstances envisaged involve a changed situation, i.e. in the first case a renewal of the lease and in the second a change in the conditions because of the introduction of commercial fishing of some kind. I suppose that in such circumstances (and especially the latter) it might very well be difficult to agree as to exactly what the new rent should be and an arbitrator could well play a useful role. I agree though, that it does rather bind us to the one lessee, but perhaps that is what we want?

4. You also raised a point concerning the supply of water to the B.A.S. vessels and "Endurance" (or other Government ships). You were worried that this facility should be safeguarded. I suppose this could be done by the insertion of a further provision for example after 6(c) but in order to avoid further delay I wonder if this could not be dealt with by an exchange of letters? We could if necessary obtain the Company's prior agreement by telex before signing the lease.

5. I would be grateful for your views on these and any other points as H.E. is most anxious to conclude this matter as soon as possible.

*P.S. I confirm that we do have a photo-copy of the Deed of Surrender, see F2 although it was made before the date was inserted*

*JB*  
C.S.  
4-7-79

*Reg PC B/C in 2 weeks*  
*JB*  
*10/VII*

Reg Pl B/u in one week for

X1 of F (21) JBS 20/VII

7

Reg Pl B/u in 2 weeks for

answer to F (27) JBS 26/VII

8.

S.M.,

Please see Folio 30 and enclosures which came in last week's mail.

I have informed H.E. of this and he has asked if you are satisfied that the two fair copies of the lease at centre are in fact identical with the draft which he signed (photocopy at 13A). If so he will sign both and return one as requested at Folio 30.

2. Salvesen's have now also sent us a certified copy of the Tripartite Agreement which I have filed at Folio 30A.

3. Now that this phase has been finalised I can go back to Salvesen's to enquire about the rent on Stromness and Prince Olaf Harbours which Crown Agents tell us they have not paid since October 1977 (Folio 29).

JBS  
U.S.  
3-9-79

JBS

2.

The leases at centre compared with 13A and found to be identical.

JBS  
4.IX.79

10

Reg Pl B/u in one week for F (51)

JBS  
3/I

REFERENCE \_\_\_\_\_

11

A.G. Please see particularly f 58 and also f's 59, 61, 62, 63. Could you advise whether in fact the problem <sup>of the disposal of the oil</sup> is FIDG's as I assume to be the case. please? ^

Caroline Armstrong 8.5.85.

File Note

Folio's 58, 59, 61, 62 & 63 removed and placed on SG/12/2 "Oil Pollution South Georgia"

NR 14.8.85

12

AS(c),

I was checking this file and found what I wanted concerning oil leaks in some of the Bryticken storage tanks (which have been transferred to SG/12/2 as above), but in so doing I note that folio 58 does not appear to have been answered even though f 60 seems to allow us to. Would you be dealing with this one?

NR 14.8.85

13

~~AS~~

Draft letter at face (to Crown Agents) in reply to their of 6.8.84.



14.8.85

Senior Magistrate.

With the Compliments

of the

Chief Secretary

Harold, Herewith find

books - note etc. returned

Dick.

Stanley,

Falkland Islands.

5

Your Ref: 52/43/V0917

11th May

79

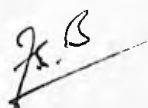
Norton Rose, Botterell & Roche Solicitors,  
Kempson House,  
Camomile Street,  
LONDON EC3A 7AN

Dear Sirs,

Deed of Surrender by ALBION STAR

At the request of our Legal Advisor, Mr. Frederick Cocks, I forward herewith the above-mentioned deed of surrender duly signed by His Excellency the Governor.

Yours faithfully,



F. E. Baker  
CHIEF SECRETARY

sh

Note Sent by registered airmail *FEB 11/V*



2 WILBERFORCE ROAD  
CAMBRIDGE CB3 0EQ  
TELEPHONE : (0223) 59686

(4)

12<sup>th</sup> May 1979.

Dear Jim,

I enclose herewith copy of lease with amendments which I have settled with Gow of Salvesens. He will forward same to the Chief Secretary for signing by you. I have 20 April 1979 as commencing date and annual payments thereafter.

I enclose herewith the Deed of Surrender by Albion Ster for execution by you and you could get your Chief Secretary to return same to the solicitors Norton Rose Botterell and Roche Solicitors Kempson House, Camomile Street, London EC 3A, 7AN quoting their reference 52/43/ V0917.

Deed returned  
"12/11"  
JCS

I had a very busy time in the New Hebrides but unfortunately got Amoebic Dysentery and had to spend a week in Hospital in Hong Kong and another week convalescing but am in fighting form again. I hope to have the Legislative Council meeting of June of July as cut off date for Revision of the Laws and be able to have same printed by Christmas. I am seeing the printers in the next couple of days to arrange same. I have to correspond with them from Honiara Solomon Islands where O.D.M want me to act as Chief Justice for six months but I can manage same alright and will have all the Falkland Ordinances with me to answer queries necessary. I have arranged to meet your fiscal adviser on the 8 May to discuss Currency Ordinance and double taxation agreement.

I hope Deidre and you are keeping well and that the events in Falklands are not making life to arduous.

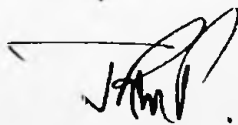
Sincere good wishes to you both.  
Fredrick

Fredrick Cooke

• Ephemeral

Handled.

Will you please  
arrange to post<sup>-x</sup>  
the Invoices,  
after C.S. has  
counter-signed.



(-x- Registered)

DATED \_\_\_\_\_ 1978

ALBION STAR (SOUTH GEORGIA)  
LIMITED (1)

HER MOST GRACIOUS MAJESTY  
ELIZABETH II (2)

---

S U R R E N D E R

---

Horton Rose Botterell & Roche  
Kempson House  
Cannon Street  
London EC3A 7AN

Ref: 43/V.0917

Ref: 01-283-2434

THIS SURRENDER is made the

10th May

197~~8~~<sup>79</sup> BETWEEN

(1) ALBION STAR (SOUTH GEORGIA) LIMITED of Grytviken in the Island of South Georgia in the Falkland Islands Dependencies ("the Tenant")

(2) 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 ("the Landlord")

W H E R E A S

(1) This Deed is supplemental to two Leases ("the Leases") dated the 1st July 1960 and the 1st October 1960 respectively and made between the Landlord and the Tenant

(2) The Tenant has agreed to surrender the Leases to the Landlord in consideration of the release by the Landlord hereinafter contained

NOW WITH DEED WITNESSETH as follows:

1. IN consideration of the release hereinafter contained the Tenant as Beneficial Owner HEREBY ASSIGNS AND SURRENDERS to the Landlord ALL THE premises demised by the Leases to the intent that the terms of years granted by the Leases may merge and be extinguished in the reversion immediately expectant thereon

2. THE Landlord hereby releases the Tenant from all liability claims and demands in respect of all breaches of any of the covenants contained in or otherwise arising under the Leases

3. IT is hereby agreed that the Tenant's fixtures in or upon the said premises shall not vest in the Landlord upon the execution hereof and that the New Tenant to whom the

Landlord had agreed to grant a new Lease of the said premises shall upon and after the execution of such new Lease have such rights in and over the said Tenant's fixtures as if they had been annexed to the said premises after the execution of such new Lease

I N W I T N E S S whereof His Excellency James Roland Walter Parker, C.M.G., O.B.E., 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 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 Tenant has caused its Common Seal to be hereunto affixed the day and year first above written




Governor and Commander-in-Chief  
SEALED with the said PUBLIC SEAL  
and SIGNED by the said James Roland  
WALTER PARKER C.M.G., O.B.E.,  
Governor and Commander-in-Chief  
Falkland Islands and its  
Dependencies in the presence of:

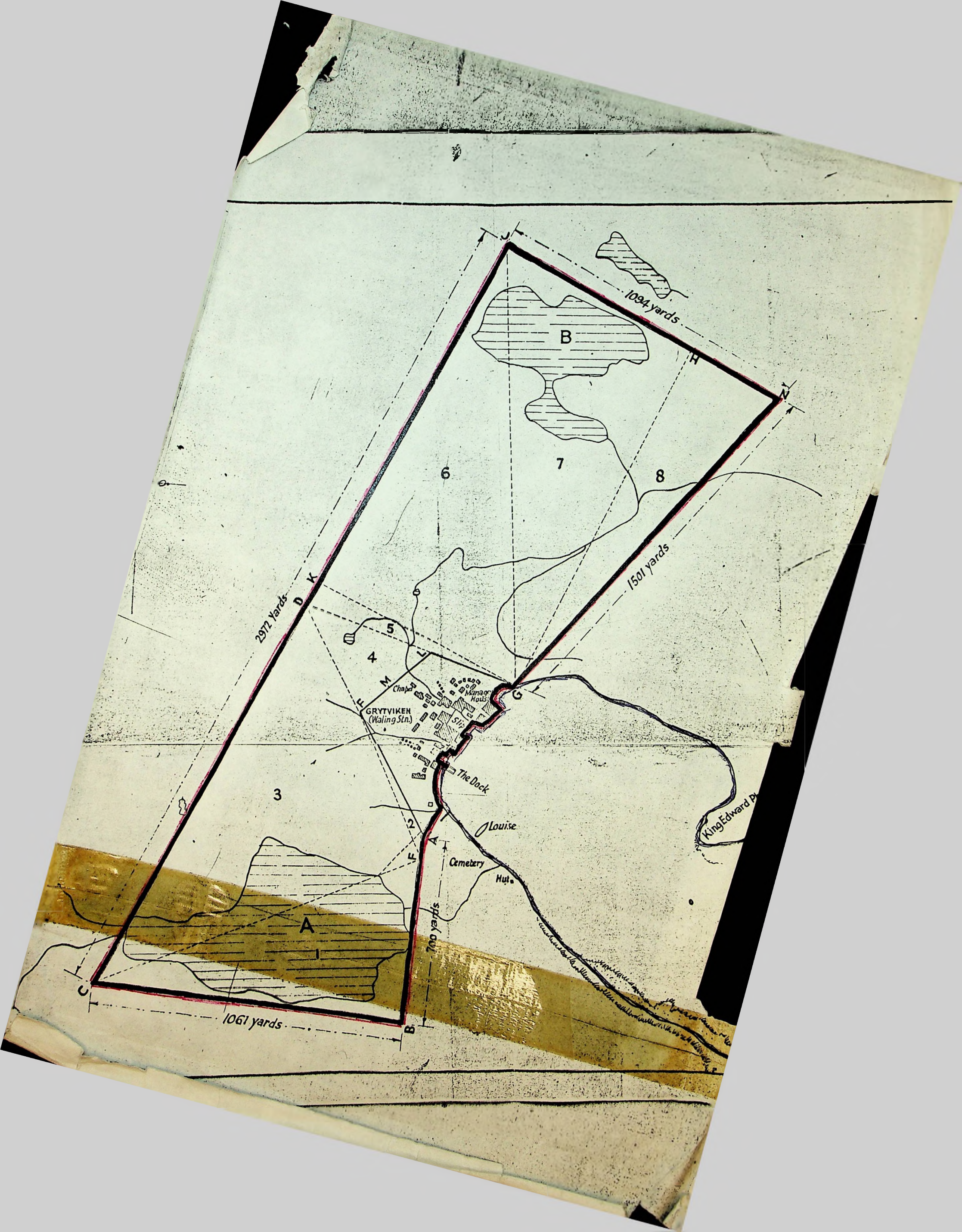


Chief Secretary, Falkland Islands

THE COMMON SEAL of ALBION STAR )  
(SOUTH GEORGIA) LIMITED was hereunto )  
affixed in the presence of:- )

 Director

 Secretary



# Christian Salvesen (Managers) Limited

Registered Office:  
50 East Fettes Avenue  
Edinburgh  
EH4 1EQ

Telegrams, Inland & Foreign  
'Salvesen, Leith, Telex'  
Telex 72222

F.G. Cooke, Esq.,  
2 Wilberforce Road,  
Cambridge,  
CB3 0EQ

Telephone  
031-552 7101

COPY



Your Ref.

Our Ref. MHG/gib Date 26 March 1979

Dear Mr. Cooke,

FALKLAND ISLANDS  
PROPOSED LEASE OF DISUSED WHALING STATIONS AT  
GRYTVIKEN AND HUSVIK HARBOURS, SOUTH GEORGIA

After an inordinate delay I am happy to be able to tell you that Mr. Elliot has resolved matters with the Governor relative to the disposal of scrap and we are now ready to proceed with the lease as agreed between us. I have received from Messrs. Norton, Rose, Botterell & Roche their engrossment of the proposed agreement between Albion Star (South Georgia) Ltd. (1), Her Majesty Elizabeth II (2) and ourselves (3) and upon hearing from you, I will have this agreement signed on behalf of Christian Salvesen Ltd. and send it on immediately to the financial secretary of the Falkland Islands (or to whoever you indicate it should be delivered).

There are, however, one or two minor items with regard to the draft lease attached to the agreement which need to be corrected or completed.

1. To give time for engrossment and execution of the lease and the arrangement of finance, I propose a completion date of 20 April 1979 and suggest that this should also be the commencement of the term of the lease and payment of the first year's rent. Unless you want subsequent rent payment to be on a regular quarter day, I also suggest 20 April to be rent day in subsequent years.

/2.

/....2

2. There are typing errors on the second page of the draft lease which I have corrected in the attached copy.
3. You will remember that when we met in August 1978 I pointed out that there was a typographical error (probably a line omitted) at the end of the second paragraph on the second page since the last two lines of this paragraph did not make sense. This error does not seem to have been corrected and I would appreciate your indicating what the correction should be.
4. In the First Schedule the description of Jason Island refers to Admiralty Chart 3589 dated 23/5/78. In fact the chart bearing this date is the smaller scale Admiralty Chart 3597 and the Schedule should, in my view, be amended to "...Admiralty Chart No. 3589 (new edition dated 27 November 1959)....".
5. The blank in the Third Schedule should be completed with "thirty three thousand pounds (£33,000)" and the word "and" in the fifth line altered to "the".

I will insert these alterations by hand and initial before sending the agreement on to the financial secretary, if you will confirm that they are in order.


Would you please let me have a copy of Section 28 Land Ordinance (chap. 36 Laws of the Falkland Islands and Its Dependencies 1950 revision).

I would also appreciate official confirmation on behalf of the Governor that the plan referred to in the First Schedule of the lease (which is described as being of record in the office of the Registrar General of the Falkland Islands and their Dependencies) is the same plan as that attached to the tripartite agreement (of which I also enclose a copy).

I must say I look forward to finalising this matter and trust that it will be possible for the Governor to meet the completion date proposed.

With best wishes.

Yours sincerely,

  
M.H. GOW  
Secretary



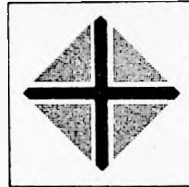
# Christian Salvesen Limited

Registered Office:  
50 East Fettes Avenue  
Edinburgh  
EH4 1EQ

9  
Telegrams, Inland & Foreign  
'Salvesen, Leith, Telex'  
Telex 72222

Telephone  
031-552 7101

The Chief Secretary,  
The Secretariat,  
Port Stanley,  
FALKLAND ISLANDS,  
S. Atlantic



Your Ref.

Our Ref. MHG/gib Date 18 May 1979

Sir,

PROPOSED LEASE OF DISUSED WHALING STATIONS AT GRYPVIKEN  
AND HUSVIK HARBOURS, SOUTH GEORGIA

/ With reference to previous correspondence I now enclose  
copy correspondence between Mr. F.G. Cooke who has been  
/ acting for the Governor in this matter and myself,  
together with the Draft Lease, duly amended in accordance  
with our discussions. I would appreciate your having the  
lease engrossed and sealed on behalf of the Governor and  
I propose a completion date of 1 June 1979 provided it  
is possible to get the engrossed lease back to me in time.  
The commencement date of the term of the lease and the  
annual rent day should be the date fixed for completion.  
Please advise who will be your agent for completion in  
the U.K. and how the first year's rent should be paid.

/ I also enclose the Agreement between Albion Star (South  
Georgia) Ltd., Her Majesty and ourselves in escrow, signed  
on behalf of Albion Star and ourselves. Please have this  
signed on behalf of the Governor and returned, together  
with the lease.

Please confirm the completion date so that I can make  
arrangements for the consideration money payable to Albion Star  
and the first year's rent to be paid on that date.

Yours faithfully,

M.H. GOW  
Secretary

Directors: L.M. Harper Gow, M.B.E.  
G.H. Elliot P.W. Turcan Barry E. Sealey  
R.S. Salvesen T. Baron M.W. Jacomb  
Dr. T.M.N. Salvesen J.M. Barber P.H. Gray

2 WILBERFORCE ROAD  
CAMBRIDGE CB3 0EQ  
TELEPHONE : (0223) 59686

17 May 1979

9A

Dear Mr Gow,  
South Georgia Leases.

Thank you for your letter of 8 May 1979.

I agree with your firm suggestion that the question  
of costs be left to the Arbitrator.

I agree 1<sup>st</sup> June 1979 being the  
completion date.

I will be leaving on 25 May to take  
up post. of Chief Justice Solomon Islands until end  
of November 1979. My address there, should you  
require same will be, High Court, HONIARA,  
Solomon Islands, Western Pacific.

Yours Sincerely

Frederick Cooke.

27-4-79.

(8)

Your ref. M4G/gib of 26 March 1979.

Dear Madam,

Thank you for your letter.

Regarding the amendments necessary I agree your date for commencing and annual payment 20 April each year.

2. I agree.

3. The words "on completion of my lease" be deleted. The words "shall pay" to be inserted after word "Arbitrator".

This clarifies the position.

4. I agree.

5. I agree.

Herewith copy of Section 28 Land Ordinance.

I hereby confirm that the plan referred to in the first Schedule is to my knowledge the same plan as that attached to the tripartite agreement. You did not enclose a copy of this. From memory I give this undertaking. I should however like a copy of the tripartite agreement.

Sincere good wishes

Fredrick Cooker.

You should send them to the Governor and request endorsement by  
Stonely, Falkland Islands and request endorsement by  
Governor stating that I have seen and vetted the lease.  
I will to-day forward the ~~signed~~ deed for Governor  
signature.

JHC  
/

98

F.G. Cooke, Esq.,  
2 Wilberforce Road,  
Cambridge,  
CB3 0EQ

MHG/gib

8 May 1979

Dear Mr. Cooke,

FOUR GEORGIA LEASES

Thank you for your letter of 27 April and 1 May. Now that you have redrafted the last two lines of the third proviso to clause 3 to clarify the meaning I am bound to say that I do not like the meaning you have given to it. If it is necessary to go to arbitration on the question of general rent (which is hopefully an unlikely eventuality) I do not see why an order for costs should not follow the result in accordance with the normal practice, but you have provided for the lessee to pay in any event. I suggest either that we delete the rest of the paragraph after "...as are in any way by these presents reserved and contained" and leave the question of costs to the arbitrator, or alternatively that we amend it to read

"and in the event of the question of rent being submitted to an independent Arbitrator the charges of such Arbitrator shall be paid by the party whose final proposal in relation to such rent communicated in writing to the other party prior to such submission is nearer to the Arbitrator's award."

// As I am sure you appreciated, I proposed 20 April as the date for commencing and annual payment of rent on the basis that our transaction would be completed on that date. We

.../p.2

are certainly not prepared to pay rent in respect of any period prior to completion, and I suggest we now work towards a completion date of 1 June 1979, which leaves us three weeks to agree this minor point and get the Chief Secretary to engross the lease.

Thank you for sending me a copy of S.23 Land Ordinance. I apologise for omitting to send you the tripartite agreement, which I now enclose.

Yours sincerely,



H.K. COW  
Secretary

Dictated by Mr. Cow and signed in his absence.

c.c. Norton, Rose, Botterell & Roche

cs. (10)  
7/25/16.

SA/1/3.

214 GOVERNOR FK TKS  
214 GOVERNOR FK  
72165 CON CAB G

L TO:- 'HELY EI' 0027 4593

**ACTION  
COPY**

ATTN  
SORRY DELETETHAT

UWWW SALEDI G  
1642/25TH JUNE

PLS

FALKLAND ISLANDS. TLX NUMBER 214 GOVERNOR F.K.  
FOR CHIEF SECRETARY

RE SOUTH GEORGIA LEASES FOR DISUSED WHALING STATIONS AT  
GRYTVIKEN AND HUSVIK HARBOURS WE WOULD MUCH APPRECIATE  
RESPONSE TO OUR LETTER OF 18 MAY. WE NEED TO FIX DATE  
FOR COMPLETION BUT THIS DEPENDS ON YOUR RETURNING LEASE  
AND TRIPARTITE AGREEMENT EXECUTED BY GOVERNOR AND ADVISING  
ON HOW COMPLETION AND PAYMENT SHOULD BE EFFECTED.

CHRISTIAN SALVESEN LIMITED  
PER M.H. GOW, SECRETARY

++  
72222 SALEDI G

214 GOVERNOR FK

CABLE & WIRELESS  
KEEPS YOU IN TOUCH  
CABLE & WIRELESS  
KEEPS YOU IN TOUCH  
CABLE & WIRELESS  
KEEPS YOU IN TOUCH

72222 SALEDI G  
212 CWBOOTH FK

CHRISTIAN SALVESEN LTD., LEITH, SCOTLAND

TELEX NO. 72222

NO. 243. FOR M. H. GOW. APOLOGIES FOR DELAY IN ANSWERING YOUR LETTER OF 18TH MAY RE SOUTH GEORGIA LEASES. THIS, HAVING APPARENTLY BEEN SOME TIME IN THE MAIL, ARRIVED JUST BEFORE THE BUDGET SESSION OF LEGISLATIVE COUNCIL WHICH FULLY PREOCCUPIED US ALL BUT WHICH IS NOW CONCLUDED. THE DOCUMENTS ARE NOW BEING CHECKED THROUGH IN OUR LEGAL DEPARTMENT AND WE WILL INFORM YOU OF THE ACTION TAKEN BY TELEX AS SOON AS POSSIBLE.  
Y CHIEF SECRETARY

CCN SIG TO READ CHIEF SECRETARY

SENT 29 1518GMT BS

72222 SALEDI G  
212 CWBOOTH FK



CABLE & WIRELESS  
KEEPS YOU IN TOUCH  
CABLE & WIRELESS  
KEEPS YOU IN TOUCH  
CABLE & WIRELESS  
KEEPS YOU IN TOUCH



The Chief Secretary,  
The Secretariat,  
Port Stanley,  
FALKLAND ISLANDS,  
S. Atlantic

MHG/gib

18 May 1979

Sir,

PROPOSED LEASE OF DISUSED WHALING STATIONS AT GRYTVIKEN  
AND HUSVIK HARBOURS, SOUTH GEORGIA

/ With reference to previous correspondence I now enclose  
copy correspondence between Mr. F.G. Cooke who has been  
/ acting for the Governor in this matter and myself,  
together with the Draft Lease, duly amended in accordance  
with our discussions. I would appreciate your having the  
lease engrossed and sealed on behalf of the Governor and  
I propose a completion date of 1 June 1979 provided it  
is possible to get the engrossed lease back to me in time.  
The commencement date of the term of the lease and the  
annual rent day should be the date fixed for completion.  
Please advise who will be your agent for completion in  
the U.K. and how the first year's rent should be paid.

/ I also enclose the Agreement between Albion Star (South  
Georgia) Ltd., Her Majesty and ourselves in escrow, signed  
on behalf of Albion Star and ourselves. Please have this  
signed on behalf of the Governor and returned, together  
with the lease.

Please confirm the completion date so that I can make  
arrangements for the consideration money payable to Albion Star  
and the first year's rent to be paid on that date.

Yours faithfully,

M.H. GOW  
Secretary

cc. NRB + Riche

MHG/gib

10th July

79

The Secretary,  
Christian Salvesen Ltd.,  
50, East Fettes Avenue,  
Edinburgh, EH4 1EQ,  
SCOTLAND.

Dear Sir,

Proposed Lease of Disused Whaling Stations  
at Grytviken and Husvik Harbours, South Georgia

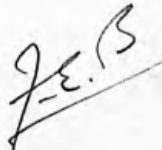
I refer to your letters of 18th May and 22nd June on the above subject and apologise for the delay in dealing with this matter. As I said in my telex of 29th June the documents took some time to reach us and when they did finally arrive it was unfortunately just prior to our annual budget session of the Legislative Council which effectively took up the time of those concerned.

However I am glad to be able to confirm my telex of 9th July reporting that both the Tripartite Agreement and the draft lease had been signed by His Excellency on 6th July and I now return these herewith.

The matter of the commencement date of the term of the lease, the annual rental day and the date of completion which I also raised in my telex of 9th July will no doubt have been dealt with by telex by the time you receive this.

I trust that all is now in order and will be grateful to receive copies of the completed documents in due course.

Yours faithfully,



F. E. Baker  
CHIEF SECRETARY

encs.

Sent by Reg. Airmail 10/7/79  
f

uw

SG/1/3 ✓

15

52/43/V0919

9th July

79

Messrs. Norton, Rose,  
Botterell and Roche, Solicitors,  
Kempson House,  
Camomile Street,  
LONDON, EC3A 7AN.

Dear Sir,

Deed of Surrender Albion Star

I refer to my letter of 11th May under cover of which I forwarded to you the above-mentioned deed of surrender signed by His Excellency the Governor and would be grateful if in due course we could be provided with a copy of the completed document for our records.

Yours faithfully,



F. E. Baker  
CHIEF SECRETARY

uw

WIRELESS  
KEEPS YOU IN TOUCH



WIRELESS  
KEEPS YOU IN TOUCH

PD  
212 CWBOOTH FK  
212 CWBOOTH FK  
72222 SALED I G

: £83% '3: 435-46

RE SOUTH GEORGIE LEASES AND YOUR TELEX 29TH JUNE HAVE YOU ANY  
FURTHER NEWS PLEASE?

M H GOW  
CHRISTIAN SALVESEN LTD

72222 SALED I G  
212 CWBOOTH FK



WIRELESS  
KEEPS YOU IN TOUCH



WIRELESS  
KEEPS YOU IN TOUCH

CABLE & WIRELESS  
KEEPS YOU IN TOUCH  
CABLE & WIRELESS  
KEEPS YOU IN TOUCH

72222 SALED 1 G  
212 CWBOOTH FK

NR. 254

FOR M. H. GOW. MYTEL 29TH JUNE RE SOUTH GEORGIA LEASES. TRIPARTITE AGREEMENT AND DRAFT LEASE WERE SIGNED BY HIS EXCELLENCY ON FRIDAY 6TH JULY AND WILL LEAVE HERE BY REGISTERED AIR MAIL ELEVENTH JULY. IN VIEW OF POSSIBILITY FURTHER MAIL DELAYS WE WOULD APPRECIATE YOUR TELEXED VIEW ON THE DATE FOR COMMENCEMENT OF LEASE, ANNUAL RENT AND COMPLETION. OUR AGENTS IN U.K. FOR PAYMENT OF RENT ETC. WILL BE THE CROWN AGENTS. GRATEFUL FOR COMPLETED COPIES OF THE AGREEMENT AND LEASE IN DUE COURSE.

CHIEF SECRETARY

SENT 10 1615 BS

72222 SALED 1 G  
212 CWBOOTH FK



CABLE & WIRELESS  
KEEPS YOU IN TOUCH  
CABLE & WIRELESS  
KEEPS YOU IN TOUCH

18



D  
212 CWBOOTH FK  
TKU  
212 CWBOOTH FK  
72222 SALEDI G

14.35 / 11 JULY 1979

FOR CHIEF SECRETARY



THANKS YR TX 10 JULY. PROPOSE 1 AUGUST 1979 AS DATE FOR COMMENCEMENT OF LEASE, PAYMENT OF ANNUAL RENT AND COMPLETION OF TRIPARTITE AGREEMENT. ASSUME CROWN AGENTS HAVE YOUR INSTRUCTIONS AND WOULD APPRECIATE NAME OF PERSON TO BE CONTACTED THERE.

M H GOW

+++

212 CWBOOTH FK  
72222 SALEDI G

TELEX

59/113

(19)

TO:- CHRISTIAN SALVESEN, LEITH, SCOTLAND

TELEX NO. 72222

No. 257

FOR H. H. GOW. YOUR TX 11 JULY. WE AGREE 1 AUGUST AS  
DATE FOR COMMENCEMENT OF LEASE, PAYMENT OF ANNUAL RENTAL  
AND COMPLETION TRIPARTITE AGREEMENT. WILL TX NAME OF  
GROWN AGENTS CONTACT LATER

CHIEF SECRETARY

56/11

644  
20



Crown Agents for Oversea Governments and Administrations  
1 MILLBANK WESTMINSTER LONDON SW1P 3JD  
TELEPHONE 01-222 7730 TELEX 916205 TELEGRAMS CROWN LONDON SW1

Our ref TS 3950

The Colonial Secretary  
Port Stanley  
Falkland Islands  
South Atlantic

Your ref



25 April 1979

Dear Sir

SOUTH GEORGIA WHALING STATIONS

It would seem from our records that we have received no instructions from you recently in connection with the recovery of rents for Leith, Stromness and Prince Olaf harbours (from Christian Salvesen) and Grytviken and Husvik harbour (from Messrs Brandts Ltd). I shall be grateful therefore if you will let me know at your convenience whether there is any further action which you require Crown Agents to take in this respect.

Yours faithfully

T M Ketley

T M Ketley  
Secretariat



to the known Agents letter at (64) pl.

(21)

J. " 5. 79.

Transferred from SA 111  
6. *J3*

Y.E.,

W. F.(64) and preceding minutes please.

I think I have the picture with regard to Grytviken but am somewhat vague as to the other properties and would therefore be grateful for Y.E.'s direction as to what instructions we should give C.A.s in answer to F.(64).

*J3.*  
C.S.  
14-5-79

F. (2) → I think we shall have to  
change names then David  
Steinrents at Grytviken &  
Husvika (but we still have to  
contact - from Sabrasens -  
the \$2000 for disposal of  
explosives, when they  
have settled with Alkion (Continental  
Stars). Since our configuration of

F. (13) →  
Clause 5  
XI agents for health etc should  
be followed up with Sabrasens,  
& subsequently the new

Fs (18) &  
(19) → manager of Grytviken & Husvika.  
What the case we really  
working on in connection with  
this? *Next 11/2-*

Transferred  
to this file  
from SA 111

TELEX

22

TO:- CROWN AGENTS

TELEX NO:- 916205

No. 250. REF KETLEY'S LETTER TS 3950 OF 25 APRIL SOUTH  
GEORGIA WHALING STATIONS. WE HAVE NOW AGREED WITH PREVIOUS  
LESSEES OF GRYTVIKEN AND HUSVIK THAT THEY WILL SURRENDER  
LEASE IN FAVOUR OF A NEW <sup>LESSEE</sup> ~~LEASE~~ AND HAVE SIGNED A TRIPARTITE  
AGREEMENT TO THIS EFFECT. THE NEW LESSEE IS NOW DUE TO  
PAY FOR OUR ACCOUNT ON 1ST AUGUST TWO THOUSAND FIVE HUNDRED  
AND FORTY SIX POUNDS AND NINETY FIVE PENCE UNDER TERMS OF  
TRIPARTITE AGREEMENT PLUS ONE THOUSAND FIVE HUNDRED POUNDS  
BEING FIRST YEAR'S RENT ON THE NEW LEASE. GRATEFUL IF YOU  
WOULD RECEIVE THESE AMOUNTS FOR OUR ACCOUNT WHEN TENDERED  
BY NEW LESSEE AND INFORM US BY TX OF NAME OF MEMBER OF YOUR  
STAFF LESSEE SHOULD CONTACT FOR THESE ARRANGEMENTS. LETTER  
FOLLOWS BY NEXT AIRMAIL WITH FURTHER DETAILS



CHIEF SECRETARY

CABLE & WIRELESS

KEEPS YOU IN TOUCH

CABLE & WIRELESS

KEEPS YOU IN TOUCH

212 CWBOOTH FK  
916205 CALOND G  
212 CWBOOTH FK  
17.7.79 14.08/LCP

ATTN OF CHIEF SECRETARY  
OUR REF:- TS 3950

REF YRTELX 13 JULY 1979 SOUTH GEORGIA WHALING STATIONS HAVE  
NOTED NEW ARRANGEMENTS AND CONFIRM CROWN AGENTS WILL ASSIST IN  
RECEIVING MONIES FOR YOUR ACCOUNT  
GRATEFUL YOU ENSURE ALL FUTURE CORRESPONDENCE THIS SUBJECT ADDRESSED  
MR E A GILL FINANCIAL ACCOUNTANT CROWN AGENTS OFFICE ACCOUNTS  
DIVISION 35-41 LOWER MARSH LONDON ~~SE1~~ SE1 7 RY

REGARDS  
CROWN

916205 CALOND G  
212 CWBOOTH FK



CABLE & WIRELESS  
KEEPS YOU IN TOUCH  
CABLE & WIRELESS  
KEEPS YOU IN TOUCH

CABLE & WIRELESS

KEEPS YOU IN TOUCH

CABLE & WIRELESS

KEEPS YOU IN TOUCH

55113



24

CABLE & WIRELESS  
KEEPS YOU IN TOUCH

72222 SALEDI G  
212 CWBOOTH FK

NO. 271 FOR M. H. GOW LEASE OF SOUTH GEORGIA WHALING STATIONS.

CROWN AGENTS CONTACT IS MR. E. A. GILL, FINANCIAL ACCOUNTANT,  
CROWN AGENTS OFFICE ACCOUNTS DIVISION, 35-41 LOWER MARSH,  
LONDON SE1 7RY.

CHIEF SECRETARY

SENT 20 1713GMT BS

72222 SALEDI G  
212 CWBOOTH FK

19th July

79

Mr. E. A. Gill,  
Financial Accountant,  
Crown Agents Office Accounts Division,  
35-41 Lower Marsh,  
LONDON, SE1 7RY.

Dear Sir,

SOUTH GEORGIA WHALING STATIONS

I refer to your letter reference TS 3950 of 25th April on the above subject signed by T. M. Ketley and to my telex No. 250 of 13th July. The purpose of this letter is as promised in the telex to provide you with further details relating to recent developments concerning the lease of Grytviken and Husvik Harbour, South Georgia.

As a result of negotiations between Albion Star (South Georgia) Ltd., Christian Salvesen Ltd. and ourselves (in which we were assisted by our Legal Adviser, Mr. F. G. Cooke) it was agreed earlier this year that Albion Star (South Georgia) Ltd. would give up the leases of Grytviken and Husvik Harbour in consideration of a payment to them of £33,000 by Christian Salvesen Ltd. to whom we would then grant new leases of these properties. From this sum of £33,000 the sum of £2,546.95 would be paid over by the new lessees (Christian Salvesen Ltd.) to our account in settlement of an obligation of the original lessees Albion Star (South Georgia) Ltd., details of which I do not need to go into here.

A tripartite agreement has been entered into between Albion Star (South Georgia) Ltd., Christian Salvesen Ltd. and the Crown, represented by H.E. the Governor, whereby Albion Star (South Georgia) Ltd. surrender the leases, Christian Salvesen Ltd pay the consideration and are granted a new lease for the two properties. In pursuance of this Albion Star (South Georgia) Ltd. entered into a "surrender of lease" agreement with the Crown on 10th May this year, thus leaving the way clear for the new lease of the properties to be made.

The draft lease between the new lessees, Christian Salvesen Ltd., and the Crown has recently been signed and it has been agreed that the 1st August this year shall be the date for completion of the tripartite agreement and also the date for commencement of the new lease and the annual rent day for payment of rent on this.

/We should.....

We should therefore be grateful if you would receive on our behalf and for payment to our account the sums which are due on 1st August 1979, namely the £2,546.95 mentioned above in settlement of an obligation by the earlier lessees of the two South Georgia properties mentioned and the sum of £1,500 being the first year's rental on these two properties due on that day from the new lessees, Christian Salvesen Ltd.

I have asked Christian Salvesen Ltd. by telex to contact you direct in order to make arrangements for these transactions. I would be grateful for your co-operation in this matter.

With regard to the rentals on the other properties mentioned in Mr. Ketley's letter under reference, Leith, Stromness and Prince Olaf Harbours, we shall be contacting Christian Salvesen Ltd. about these and will let you know the outcome.

Yours faithfully,



F. E. V. Baker  
CHIEF SECRETARY

uw

26

SG/1/3

FB 23/VII



212 CWBOOTH FK  
212 CWBOOTH FK  
72165 COMCAB G

72222 SALED1 G  
1602/23RD JULY

CHIEF SECRETARY, FALKLAND ISLANDS TLX 212 CSEEE CWBOOTH FK

ATTN CHIEF SECRETARY

THANKS YOUR TELEX, <sup>(24)</sup> WILL BE PASSED TO MR GOW ON RETURN FROM  
HOLIDAY, FRIDAY 27-5E. EEE 27TH.

G.I. BLAIR  
SEC. TO M.H. GOW

+  
7  
72222 SALED1 G  
212 CWBOOTH FK

CABLE & WIRELESS  
KEEPS YOU IN TOUCH

CABLE & WIRELESS  
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CABLE & WIRELESS  
KEEPS YOU IN TOUCH

TELEX

To:- Crown Agents

Telex No.:- 916205

5a/1/3

(27)

26/VII/79.

No. 272 For Mr. S. A. Gill, Financial Accountant, Crown Agents Office Accounts Division. Ref. Tetley's letter TS 3950 of 25 April on South Georgia Whaling Station Leases grateful you inform us of dates of last rental payments received from Salvesens for Leith, Stromness and Prince Olaf Harbours.



CHIEF SECRETARY



SG/1/3

29



212 CWBOOTH FK  
212 CWBOOTH FK  
OQYWPT CALOND G

1.8.79 1202

ATTN. CHIEF SECRETARY

OUR REF TS 3950

RE. YTEL 272

LAST PAYMENT OF POUNDS 225 FROM SALVESENS FROM LEITH, STROMNESS AND  
PRINCE OLAF HARBOURS RECEIVED ON 12 DECEMBER 1977 FOR YEAR ENDED  
30 SEPTEMBER 1977.

REGARDS  
CROWN

1.8.79 KAB 1203

916205 CALOND G  
212 CWBOOTH FK

CABLE & WIRELESS  
KEEPS YOU IN TOUCH

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KEEPS YOU IN TOUCH

CABLE & WIRELESS  
KEEPS YOU IN TOUCH

30/1/3  
**Christian Salvesen**  
(Managers) Limited

*Registered Office:*  
50 East Fettes Avenue  
Edinburgh  
EH4 1EQ

Telegrams, Inland & Foreign  
'Salvesen, Leith, Telex'  
Telex 72222

Telephone  
031-552 7101

The Chief Secretary,  
The Secretariat,  
Port Stanley,  
FALKLAND ISLANDS,  
S. Atlantic



Your Ref.

Our Ref. MHG/ja

Date 2 August 1979

Sir,

LEASE OF DISUSED WHALING STATIONS AT GRYTVIKEN  
AND HUSVIK HARBOURS, SOUTH GEORGIA

I acknowledge with thanks your letter of 10th July 1979 enclosing the Tripartite Agreement between Albion Star (South Georgia) Limited (1) Her Gracious Majesty Elizabeth II (2) and Christian Salvesen Limited (3) duly executed on behalf of Her Majesty by His Excellency the Governor. Completion took place yesterday, 1st August 1979, and both the first year's rent and the amount owing by Albion Star to Her Majesty's Secretary of State for Foreign and Commonwealth Affairs in respect of repairing obligations have been paid to the Crown Agents. *I enclose certified copy of the Agreement for your retention* ✓ F (30A)

We were able to complete on the basis of the Tripartite Agreement notwithstanding the non-receipt of the new Crown Lease, because the Governor had affixed his seal to the draft lease scheduled to the Agreement. However, it is necessary for us in due course to have the lease itself (as distinct from a draft attached to another Agreement), and I have accordingly had it engrossed for your convenience and would appreciate His Excellency sealing it with the Public Seal of the Colony and having it returned to me as soon as possible. I also enclose a counterpart executed by us as tenants for your retention.

Yours faithfully,

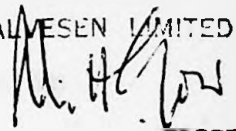
M.H. GOW  
Secretary.

Directors: L.M. Harper Gow, M.B.E. G.H. Elliot  
R.B. Weatherstone Barry E. Sealey R.S. Salvesen  
T. Baron J.M. Barber P.H. Gray A.C. Salvesen

30A

CERTIFIED TRUE COPY

CHRISTIAN SALVESEN LIMITED



SECRETARY

DATED 1<sup>st</sup> August 1978

- ALBION STAR (SOUTH GEORGIA)  
LIMITED (1)
- HER MOST GRACIOUS MAJESTY  
ELIZABETH II (2)
- CHRISTIAN SALVESEN LIMITED (3)

---

A G R E E M E N T

---

Norton Rose Botterell & Roche  
Kempson House  
Camomile Street  
London EC3A 7AN

Ref: 43/V.0917

Tel: 01-283-2434

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

1<sup>st</sup> August

1979

B E T W E E N :-

(1) ALBION STAR (SOUTH GEORGIA) LIMITED of Grytviken in the Island of South Georgia in the Falkland Islands Dependencies ("the Tenant")

(2) 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 ("the Landlord")

(3) CHRISTIAN SALVESEN LIMITED whose registered office is at 50 East Fettes Avenue Edinburgh EH4 1EQ ("the New Tenant")

W H E R E A S :-

(1) The lots and parcels of land more particularly described in the First and Second Schedules hereto were let by the Landlord to the Tenant by two Leases ("the Leases") dated the 1st July 1960 and the 1st October 1960 respectively and made between the first two parties hereto both leases being for a term of Twenty-one years from the date of each lease subject to the payment of the rent thereby reserved and the observance and performance of the covenants and conditions therein contained

(2) The Tenant is desirous of surrendering the said terms to the Landlord on the condition that the Landlord grants a new Lease to the New Tenant upon the terms and conditions set out in the form of the draft Lease annexed hereto and that the new Tenant pays to or to the order of the Tenant the sum of £33,000

N O W IT IS HEREBY A G R E E D as follows:-

1. THE Tenant will execute a surrender unto the Landlord as from \_\_\_\_\_ next of all the premises comprised in the Leases for the residue then unexpired of the said terms thereby granted to the intent that the same shall merge and be extinguished in the freehold reversion of the Landlord therein

2. THE said Surrender shall include a release by the Landlord of the Tenant from all liability claims and demands in respect of the rent reserved by or any breach of the covenants contained in the Leases under which the Tenant hold the said property or otherwise

3. THE said Surrender shall also include a clause in the following terms:-

"It is hereby agreed that the Tenant's fixtures in or upon the said premises shall not vest in the Landlord upon the execution hereof and that the New Tenant to whom the Landlord has agreed to grant a new Lease of the said premises shall upon and after the execution of such new Lease have such rights in and over the said Tenant's fixtures as if they had been annexed to the said premises after the execution of such new Lease"

4. THE Landlord will upon the execution of the said surrender grant a new Lease to the New Tenant in the form of the draft Lease annexed hereto

5. UPON the Surrender of the Leases by the Tenant to the Landlord the new Tenant shall pay to the Tenant the sum of THIRTY THREE THOUSAND POUNDS (£33,000) of which the Tenant irrevocably authorises the New Tenant to pay the

sum of Two thousand five hundred and forty-six pounds ninety-five pence (£2,546.95p) to Her Majesty's Secretary of State for Foreign and Commonwealth Affairs in discharge of an obligation of the Tenant

6. THE parties hereto respectively admit without proof their respective titles of the Tenant and the Landlord to make and accept the said Surrender

7. THE Tenant shall be liable for all outgoings in respect of the property up to the date of the execution of the said surrender and in so far as may be necessary the same shall be apportioned

8. THE New Tenant will provide at completion a Banker's draft in payment of the sum referred to in Clause 5 above (less the sum payable to Her Majesty's Secretary of State for Foreign and Commonwealth Affairs) marked as eligible for credit to an external account

A S W I T N E S S the hands of the parties hereto the day and year first before written

#### THE FIRST SCHEDULE

ALL THAT lot or parcel of land situate in Grytviken 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 (also at one time called Jason Islet) on Admiralty Chart No. 3597 dated 23rd May 1958 and the Map of South Georgia D.O.S. 610 First Edition 1958

THE SECOND SCHEDULE

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

ALBION STAR LIMITED  
SOUTH GEORGIA

*A. R. L. Ryan*  
A. R. L. RYAN  
DIRECTOR

CHRISTIAN SALVESEN LIMITED

*M. J. G.*

SECRETARY

*N. K. V. Parker*  
Governor



10th September

79

Messrs. Christian Salvesen (Managers) Ltd.,  
50 East Feters Avenue,  
Edinburgh, EH14 1EQ,  
SCOTLAND.

For the attention of Mr. M. H. Gow, Secretary

Dear Sir,

Lease of dis-used Whaling Stations at  
Grytviken and Husvik Harbours, South Georgia

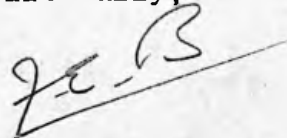
I acknowledge with thanks receipt of your letter, ref. MHG/ga, of 2nd August under cover of which you forwarded two copies of the lease agreement relating to Grytviken and Husvik Harbours, South Georgia, for signature by His Excellency together with one copy (for our retention) of the tripartite agreement between Albion Star (South Georgia) Ltd., Her Gracious Majesty Elizabeth II and Christian Salvesen Ltd.

His Excellency has now signed and sealed the two copies of the lease and I have of course witnessed both. I return herewith as requested the lease duly signed and sealed by His Excellency and have retained for our records the counterpart executed by your Company.

We were pleased to hear that completion of these arrangements had taken place on 1st August as planned and that the first years rent plus the amount owing by Albion Star to Her Majesty's Secretary of State for Foreign and Commonwealth Affairs in respect of repairing obligations had been paid to the Crown Agents.

Now that we appear to have successfully brought into operation the new arrangements with regard to Grytviken and Husvik Harbours I have been looking into the situation with regard to Leith, Strommess and Prince Olaf Harbours and since I note from our records that the last payments of rental on these was received in December 1977 (for the year ended 30th September 1977) I should be most grateful if you could let me know your Company's intentions with regard to these properties.

Yours faithfully,



F. E. Baker  
CHIEF SECRETARY



T H I S I N D E N T U R E made this first day of August One thousand nine hundred and seventy-nine B E T W E E N 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 50 East Fettes Avenue, Edinburgh EH4 1EQ, Scotland (hereinafter called the Lessee) of the other part W I T N E S S E T H that Her Majesty doth hereby lease unto the Lessee and its assigns:

1. ALL THAT lot or parcel of land situate at 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 land, containing FIVE HUNDRED ACRES more or less, together with all that lot or parcel of land, being an island, all of which lots or parcel of land are more particularly delineated and described in the First Schedule hereto, and

2. ALL THAT lot or parcel of land situate at the Harbour of Husvik, Stromness 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, together with all that lot or parcel of land, being an island, all which lots or parcels of land are now more particularly delineated and described in the Second Schedule hereto; to HAVE and to HOLD the said lot or parcels of land hereinbefore expressed to be hereby leased unto the said Lessee and their assigns from the first day of August One thousand nine hundred and seventy-nine for a term of FIVE YEARS YIELDING AND PAYING therefore yearly, and every year during the said term hereby granted the clear yearly rent or sum of ONE THOUSAND AND FIVE HUNDRED POUNDS sterling payable in advance on the first day of August in every year to the Crown Agents for Overseas Governments or the Financial Secretary 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 to Her Majesty Her heirs and Successors that said clear yearly rent or sum of One thousand five hundred pounds sterling at the times and in the manner heretobefore

appointed for payment thereof: AND the Lessee shall 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 and its Dependencies (hereinafter called "the Governor") 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-eight of "The Land Ordinance" (Chapter 36, Laws of the Falkland Islands and its Dependencies 1950 Revision) or any amendment thereof 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, conditions and restrictions set forth in the THIRD SCHEDULE hereto and PROVIDED always and it is hereby agreed that if the said yearly rent or any part thereof of One thousand five hundred pounds sterling shall be in arrear and unpaid for the space of sixty days next after any of the said days whereon the same ought to be paid as aforesaid (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 herein and in the THIRD SCHEDULE hereto then and in either of the said cases it shall be lawful for Her Majesty, Her Heirs or Successors, by the Governor or other person duly authorised in that behalf into and upon the said leased lots or parcels 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 Her former estate as if these presents had not been made;

PROVIDED also that if the Lessee shall be desirous of renewing this present lease for a further term of five years and shall before the expiration of the term hereby granted give six months previous notice in writing to the Governor of such desire then Provided that at the time of such request there shall be no existing breach or non-observance of any of the covenants or provisions on the part of the Lessee hereinbefore or in the THIRD SCHEDULE hereto containe the Governor will on behalf of Her Majesty at the cost of the Lessee grant to it a new lease of the said piece or

parcels of land hereby leased for a further term of five years at a rent to be agreed between the parties hereto or failing such an agreement to be determined by arbitration as hereinafter provided and containing the like covenants provisions and agreements, as are in any way by these presents reserved and contained.

PROVIDED also that this lease shall continue from year to year after the period of five years or such further optional periods of five years unless previously determined subject to an agreed rent and the relevant terms and conditions herein contained except that the said yearly lease may be determined at any time by the Governor giving to the Lessee one year's notice in writing.

.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 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 other modifications to this lease within six months of the notification provided for above they shall be decided by an Arbitrator as herein provided and 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:

PROVIDED also that in any period of the lease other than the first five years the Governor if some commercial use for the harbours has been presented to him which the Lessee is unable to match with comparable commercial use to

the satisfaction of the Governor or which is not acceptable to the Governor within a period of six months from the date of notification to the Lessee then the Governor whose decision shall be final, may determine the tenancy by giving to the Lessee one year's notice in writing:

PROVIDED also that any dispute under the provision of this lease failing agreement by the parties within six months where the lease expressly provides for reference to arbitration shall be referred to a single Arbitrator to be appointed by the President of the Law Society of England such Arbitrator's decision shall be final and binding on both parties:

AND Her Majesty for Herself, Her Heirs and Successors doth hereby covenant with the Lessee and its assigns that they the Lessee and assigns paying the said yearly rent of One thousand five hundred pounds in the manner aforesaid and observing, performing fulfilling and keeping all and every the covenants, conditions and agreements in this Lease and the THIRD 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 lots or parcels of land hereby leased for and during the said term hereby granted.

#### FIRST SCHEDULE

All that lot or parcel of land situate at Grytviken Harbour in the Island of South Georgia containing five hundred acres more or less and more particularly delineated on a Plan and thereon edged in pink, which Plan is now of Record in the Office of the Registrar General of the Falkland Islands and their Dependencies.

And the lot or parcel of land being an island at the entrance of Cumberland Bay and named Jason Island (also at one time called Jason Islet) on Admiralty Chart No. 3589 (New Edition dated the 27th November 1959) and Map of South Georgia D O S 610, First Edition 1958.

#### SECOND SCHEDULE

All that lot or parcel of land in the Island of South Georgia, at Husvik Harbour, Stromness Bay, including disused whaling station and appurtenances thereto, containing five hundred acres more or less and bounded as follows (that is to say) on the coastline by a road reserved to Her Majesty,

measuring thirty feet wide from high water mark and inland by Crown Land and shown on Admiralty Chart No. 3589.

THIRD SCHEDULE

1. The Lessee having paid to Albion Star (South Georgia) Limited the sum of thirty three thousand pounds (£33,000) in consideration of the said Albion Star (South Georgia) Limited surrendering to Her said Majesty its interest in the property now leased to the Lessee the Lessee shall have such rights in and over the Tenants' fixtures in or upon the said property immediately prior to such surrender as if they had been annexed to the said property after the execution of this lease.

2. The lots or parcels of land hereby leased are 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 such purpose whatsoever except as expressly mentioned in this paragraph or elsewhere in this lease.

3. 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 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.

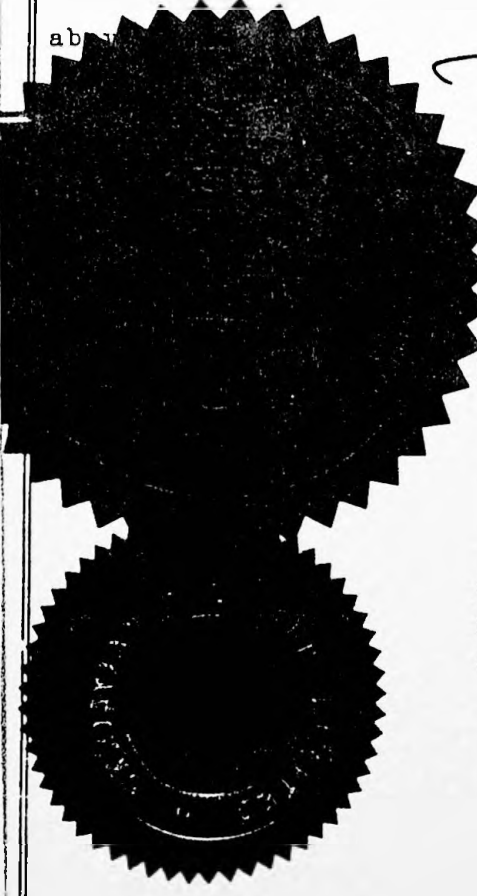
4. The right to take and win minerals, including mineral oil, on the lots or parcels of land hereby leased is reserved to the Crown.

5. 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 the property leased herein.

6. 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 -

- (a) 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 lots or parcels of land hereby leased is situate;
- (b) that Government servants or agents with the sanction of the Governor shall have the right to enter and tow away and sink two old whale catchers lying at Grytviken jetty;
- (c) that Government officials servants or agents with the sanction of the Governor shall have the right of access and passage to and fro by whatever means over the lots or parcels of land hereby leased to deal with pollution or as a means of access to other Government property.

I N W I T N E S S whereof His Excellency James Roland Walter Parker, C.M.G., O.B.E. 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 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 ab



*J.R.W. Parker*  
 \_\_\_\_\_  
 Governor and Commander-in-Chief

SEALED with the said PUBLIC SEAL and SIGNED by the said James Roland Walter Parker, C.M.G., O.B.E. Governor and Commander-in-Chief, Falkland Islands and its Dependencies in the presence of:

*J.E. Bahr*  
 \_\_\_\_\_  
 Chief Secretary  
 Falkland Islands

THE COMMON SEAL OF CHRISTIAN SALVESEN LIMITED was hereunto affixed in the presence of:

*C.H. Elliot*  
 \_\_\_\_\_  
 Director

*M. de G...*  
 \_\_\_\_\_  
 Secretary

HER MOST GRACIOUS MAJESTY ELIZABETH II

- and -

CHRISTIAN SALVESEN LIMITED

---

I N D E N T U R E

---

C.S.

33

**ACTION  
COPY**

214 GOVERNOR FK  
214 GOVERNOR FK  
214 GOVERNOR FK  
72222 SALEDI G  
16.05 12.9.79

ATTN THE CHEIF SECRETARY

RE MY LETTER OF 2ND AUGUST *Expect?*

PLEASE ADVISE WHEN WE CAN ACCEPT RETURN OF EXECUTED CROWN  
LEASE IN RESPECT OF SOUTH GEORGIA WHALING STATIONS.

M H GOW  
CHRISTIAN SALVESEN LTD

214 GOVERNOR FK  
72222 SALEDI G



11 September 1979

J Ayres Esq  
Polar Regions Section  
SAMD  
FCO

## SOUTH GEORGIA WHALING STATION LEASES

1. You, and Roy Cowling, will be interested to know that the successors to Albion Star have now resigned their leases of the whaling stations at Grytviken and Husvik, and that Salvesens have taken them over together with the fixed plant and installations. This long drawn out saga, which began several years ago, is at last, thankfully, at an end.
2. It means that Salvesens now hold the leases of the Prince Olav, Leith, Stromness, Grytviken and Husvik stations, constituting a British monopoly of the leasehold properties, the indirect Argentine connection, through Albion Star, having been extinguished.
3. To complete your files, I will forward copies of the lease and surrender documents as soon as possible.

J R W Parker

cc:

R Gorney Esq, BUENOS AIRES

PIA. 59/11 3 ✓  
TELEX

To:- Christian Salvesen, Leith, Scotland.

Telex No.:- 72222

No. 359 For M. R. Gow.

Reference yourtel 12 September. Executed lease  
despatched to you under cover my letter dated  
10th September.

 CHIEF SECRETARY

35

59/1/3

12 September 1979

J Bawden Esq  
British Antarctic Survey  
Madingley Road  
CAMBRIDGE CB3 0ET

You may like to know that Salvesens have now taken over the leases of Grytviken and Husvik, at an annual rental of £1,500 for 5 years, renewable, the successors to Albion Star having resigned their interest and the fixed plant and installations to Salvesens for a consideration of £33,000 (less Albion Star's outstanding debt of £2,546.95 for the removal of the Grytviken explosives which Salvesen's will discharge to us). Any resumption of commercial activity will require the Governor's consent.

I understand that Davidoff, the Buenos Aires scrap merchant who was trying to get a passage on a BAS ship last season to look over the possibility of buying up the plant and material lying around at the whaling stations, is in action again, and is expected by Salvesens to visit them in Edinburgh shortly. I was pretty lukewarm about the whole project when Elliot tried to pressurise me to give my formal consent to the transaction, and merely said he would have to exercise his own commercial judgement if he wanted to proceed with negotiations with Davidoff; there must be no interference with Base activities, or pollution threats. That, so far as I am concerned, is how the matter still stands. How Davidoff would manage to freight any of the material he wants to buy, away from South Georgia, I have no idea. If you, or the others to whom I am copying this letter, learn more about this I would be glad to know it.

J R W Parker

cc:

J Ayres Esq, Polar Regions Section, SAMD, FCO  
R Gozney Esq, BUENOS AIRES



# CABLE AND WIRELESS

## CABLE AND WIRELESS LIMITED

INCORPORATED IN ENGLAND

CHARGE	NUMBER	DESTINATION	PT	ORIGIN	WORDS	FORWARDED PARTICULARS  <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center;">37</div>	5/47
OFFICE STAMP AND DATE		NO. OF WORDS		DATE	TIME		
				21-9-79			
INSTRUCTIONS							
<b>VIA CW</b>							

NOTICE: In the absence of any indication to the contrary it will be assumed that this telegram is to be charged at full rate and treated accordingly

PLEASE WRITE THE NAME AND ADDRESS IN CAPITAL LETTERS

CLASS AND ADDRESS NORTON ROSE, BOTTERELL & ROCHE, KEMPSON HOUSE, CAMMILE STREET,  
LONDON EC3A 7AN.

No. 371

REF DEED OF SURRENDER BY ALBION STAR YOUR REF 52/43/V0917 FORWARDED TO  
YOU MY LETTER 11 MAY GRATEFUL CONFIRM DATE OF SURRENDER IS 10 MAY 1979.  
ALSO GRATEFUL FORWARD COPY COMPLETED DEED FOR OUR RECORDS

CHIEF SECRETARY

I REQUEST THAT THE ABOVE TELEGRAM BE FORWARDED SUBJECT TO THE CONDITIONS PRINTED ON THE BACK OF THIS FORM  
BY WHICH I AGREE TO BE BOUND.

SIGNATURE AND ADDRESS OF SENDER \_\_\_\_\_

TELEPHONE \_\_\_\_\_

NOT TO BE TELEGRAPHED



MEMBER OF THE CABLE AND WIRELESS WORLDWIDE COMMUNICATIONS GROUP

P.T.O.

C.S.

For your information the undermentioned credits were received in the Crown Agents August 1979 account in respect of South Georgia:-

From Christian Salvesen Limited

Balance due from Albion Star £2,546.95

Land Rent- Whaling Stations,  
year beginning 1/8/79 1,500.00

From Albion Star

Land Rent of Whaling Stations  
year ended 30/9/77 500.00

*[Handwritten Signature]*  
Ag. F.S.  
2.10.79

**Christian Salvesen**  
**(Managers) Limited**

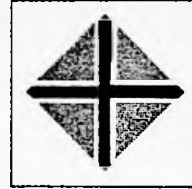
Registered Office:  
50 East Fettes Avenue  
Edinburgh  
EH4 1EQ

Telegrams, Inland & Foreign  
'Salvesen, Leith, Telex'  
Telex 72222

Telephone  
031-552 7101

The Chief Secretary,  
The Secretariat,  
Stanley,  
Falkland Islands,  
S. Atlantic

R & R M  
39



Your Ref. SG/1/3

Our Ref. MHG/gib

Date 2 October 1979



Dear Sir,

LEASE OF DIS-USED WHALING STATIONS AT  
GRYTVIKEN AND HUSVIK HARBOURS, SOUTH GEORGIA

Thank you for your letter of 10 September 1979 enclosing  
the lease referred to above duly executed by His Excellency.

Your last paragraph in relation to the rent for Leith,  
Stromness and Prince Olaf Harbours came as a surprise to  
me, but I have checked the position and we are indeed  
overdue on the rent payable under these leases. The  
reason for this is that for some reason no invoice has  
been sent to us by the Crown Agents since 1977, but the  
matter will be rectified at once and all arrears of rent  
will be paid as soon as the Crown Agents confirm the  
position to me. It certainly is my Company's intention to  
retain its leases to these properties.

Yours faithfully,

M.H. GOW  
Secretary

SG/1/3

40

~~44/A/III~~

5th November, 1979

The Crown Agents for  
Overseas Government and Administrations  
St Nicholas House  
Sutton  
Surrey SM1 1EL  
Attention Mrs February



Dear Sirs

It is noted that the annual rent of £225 has ~~not~~ been received from Christian Salvesen & Co Ltd for the three years ending 30/9/78, 30/9/79 and 30/9/80.

I should be grateful if you would take this matter up with Christian Salvesen & Co Ltd and arrange for the £675 to be credited to South Georgia Account.

Yours faithfully

FINANCIAL SECRETARY

cc. Chief Secretary

(41)

Reg SG 1/3  
I have file  
FS

# MEMORANDUM

Reference 44/A/III

Date 5th November, 1979

It is requested that this number and date should be quoted.



From Financial Secretary

Chief Secretary

Subject:- Albian Star (South Georgia) Ltd SG 1/3

Annual rent (£500) for Grytviken and Husvik has not been received for the two years ended 30/9/78 and 30/9/79.

2. It would appear that during this period the lease arrangements were under consideration and that no rent is due to South Georgia for two years in question.

3. On confirmation from you that the position is as stated I will note our South Georgia Revenue Register accordingly.

4. Christian Salvesen Ltd has paid rent for Grytviken and Husvik for the year ending 31/7/80.

FINANCIAL SECRETARY



36/1/3

# Norton, Rose, Botterell & Roche

Kempson House · Camomile Street · London · EC3A 7AN

Telephone: 01-283 2434      Telex: 883652

Telegrams & Cables: Norose London EC2 Telex      3M Remote Copier: 01-283 5767

- |                            |                            |                     |
|----------------------------|----------------------------|---------------------|
| NICHOLAS ROWNTREE          | GILES D. BOTTERELL, M.B.E. | T. A. KAY           |
| C. F. P. JEWELL            | R. J. B. HEASMAN           | A. C. GRAVES        |
| M. BELMONT                 | G. C. SUTTON               | N. J. C. RICHARDSON |
| D. O. H. LTON              | D. J. G. HURST             | R. BIRKBY           |
| C. J. A. JON               | D. D. ALEXANDER            | J. G. R. HARDING    |
| M. A. BROWN                | J. M. MASKELL              | D. A. ASHWORTH      |
| P. J. PURTON, L.M.R.T.P.I. | A. C. AYRES                | P. G. THORNE        |
| ANTHONY C. SURTEES         | J. R. LINGARD              | P. L. GRAHAM        |
| M. B. SAYERS               | C. P. ROBINSON             | H. R. JACKSON       |
| J. M. WOODROW              | I. M. S. SWABEY            | D. L. JONES         |
| W. A. J. LEAVER            | D. J. SHAW                 | D. T. R. LEWIS      |
| D. J. FREELAND             | M. J. A. LEE               | D. J. COLLIVER      |
| G. F. CHRONNELL            | F. I. SUMNER               | C. J. L. RYAN       |
| J. N. L. CHALTON           | J. W. ODY                  | J. CLARK            |
| H. M. CRUSH                | P. FERGUSSON               | T. C. M. HOWARD     |
| J. P. LANSDELL             | G. C. WILLIAMS             | J. V. C. L. BARRATT |
| D. MULLOCK                 | R. A. POWELL               | E. C. D. NORFOLK    |
| L. E. T. JONES             | A. H. FARLEY               | M. P. G. TAYLOR     |
| D. S. BURNAND              | M. V. FOWKE                |                     |
| M. R. MACFADYEN            | N. D. F. BOHM              |                     |
|                            | M. A. WATSON               |                     |

EXAMINER IN ADMIRALTY

- |                         |                |
|-------------------------|----------------|
| CONSULTANTS             |                |
| CONYERS SURTEES         | NOEL H. DAVIES |
| P. M. ARMITAGE          | B. W. GOULD    |
| MICHAEL B. DAVIES, T.D. |                |

*R+R pl  
I have file 23*

YOUR REFERENCE

OUR REFERENCE      43/V.0917

The Chief Secretary  
The Secretariat  
Stanley,  
Falkland Islands  
South Atlantic

3rd October 1979



Dear Sir,

Deed of Surrender by Albion Star

Thank you for your cable received here recently. We enclose a copy of the Deed of Surrender which we certify to be a true copy and which you will see was dated 1st August. We trust that that does not cause any difficulty.

Yours faithfully,

Certified a true copy  
of the original

.....  
Norton Rose Botterell &  
Roche

3.10.79

DATED 1st August 1979

ALBION STAR (SOUTH GEORGIA)  
LIMITED (1)

HER MOST GRACIOUS MAJESTY  
ELIZABETH II (2)

---

S U R R E N D E R

---

Norton Rose Botterell & Roche  
Kempson House  
Camomile Street  
London EC3A 7AN

Ref: 43/V.0917

Ref: 01-283-2434

THIS SURRENDER is made the 1st August 1978 BETWEEN

(1) ALBION STAR (SOUTH GEORGIA) LIMITED of Grytviken in the Island of South Georgia in the Falkland Islands Dependencies ("the Tenant")

(2) 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 ("the Landlord")

W H E R E A S

(1) This Deed is supplemental to two Leases ("the Leases") dated the 1st July 1960 and the 1st October 1960 respectively and made between the Landlord and the Tenant

(2) The Tenant has agreed to surrender the Leases to the Landlord in consideration of the release by the Landlord hereinafter contained

NOW THIS D E E D WITNESSETH as follows:-

1. IN consideration of the release hereinafter contained the Tenant as Beneficial Owner HEREBY ASSIGNS AND SURRENDERS to the Landlord ALL THE premises demised by the Leases to the intent that the terms of years granted by the Leases may merge and be extinguished in the reversion immediately expectant thereon

2. THE Landlord hereby releases the Tenant from all liability claims and demands in respect of all breaches of any of the covenants contained in or otherwise arising under the Leases

3. IT is hereby agreed that the Tenant's fixtures in or upon the said premises shall not vest in the Landlord upon the execution hereof and that the New Tenant to whom the

Landlord has agreed to grant a new Lease of the said premises shall upon and after the execution of such new Lease have such rights in and over the said Tenant's fixtures as if they had been annexed to the said premises after the execution of such new Lease

I N W I T N E S S whereof His Excellency James Roland Walter Parker, C.M.G., O.B.E., 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 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 Tenant has caused its Common Seal to be hereunto affixed the day and year first above written

J. S. W. FRANKLIN

Governor and Commander-in-Chief  
SEALED with the said PUBLIC SEAL  
and SIGNED by the said James Roland  
Walter Parker C.M.G., O.B.E.,  
Governor and Commander-in-Chief  
Falkland Islands and its  
Dependencies in the presence of:

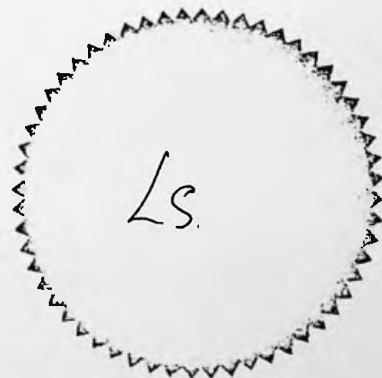
LS

\_\_\_\_\_  
Chief Secretary, Falkland Islands

THE COMMON SEAL of ALBION STAR )  
(SOUTH GEORGIA) LIMITED was hereunto )  
affixed in the presence of:- )

A. R. L. Ryan Director

Richard A. Ryan Secretary



49  
**ACTION  
COPY**

214 GOVERNOR FK  
PRINTERGRAMS

ZCZC GH015 C/2019/79    ROUTINE    1020    12/10/79  
FM CAMBRIDGE HQ  
TO STANLEY

FOR GOVERNOR FM BAWDEN.

X/183/79. THKS FOR INFO. HAD ALREADY WRITTEN TO YOU ON SUBJECT  
- LETTER OF 8TH OCTOBER. YOU MAY WISH TO COMMENT ON FIRST PART  
OF PARA 3 ON RECEIPT . MEANWHILE GRATEFUL IF YOU WOULD SEEK  
SALVESENS AND/OR DAVIDOFFS ASSURANCE THAT THE FORMAR MANAGERS  
VILLAS AT HUSVIK AND LEITH WILL NOT BE DISTURBED. THEY ARE USED  
AS FIELD ACCOMMODATION AND MORE IMPORTANT AS REFUGES WITH  
FOOD AND EQUIPMENT. PAWLEY CONFIRMS THERE IS NOTHING OF COMMERCIAL  
VALUE IN THE VILLAS.

JB/AM

NNNN

214 GOVERNOR FK  
PRINTERGRAMS

214 GOVERNOR FK  
PRINTERGRAMS

ZCZC GH017 C/2038/79  
FM CAMBRIDGE HQ  
TO GRYTVIKEN

ROUTINE

0925

16/10/79

INFO STANLEY - GOVERNOR

THERE ARE CERTAIN NEGOTIATIONS TAKING PLACE REGARDING THE SG  
WHALING STATIONS, HERE FOLLOWS A SIGNAL FOR YOUR INFO.  
TO BASE COMMANDER, BAS SOUTH GEORGIA.  
FROM CHRISTIAN SALVESEN LIMITED.

ACTION  
COPY

AN EXPEDITION IS BEING MOUNTED THIS SUMMER TO OUR WHALING STATIONS  
AT GRYTVIKEN, LEITH HARBOUR, STROMNESS AND HUSVIK BY AN  
ARGENTINIAN BUSINESSMAN SR. DAVIDOFF TO WHOM WE HAVE GIVEN AN  
OPTION TO PURCHASE OUT EQUIPMENT, INSTALLATIONS, VESSELS ETC.  
WILL ADVISE NAME OF SHIP AND ETA S GEORGIA LATER. COPY LETTER  
TO GOVERNOR OUTLINING TERMS OF OPTION FOLLOWS PER BAS SHIP  
DEPARTING UK THIS WEEK. NOTHING IN GRYTVIKEN STATION  
INCLUDED IN OPTION EXCEPT WHALE CATCHERS AND SEALING BOATS BUT  
ONCE OPTION EXERCISED DAVIDOFF HAS OUR AUTHORITY TO TAKE ALL  
MOVEABLES AT OTHER STATIONS. TRUST YOU WILL NOT BE INCONVENIENCED.

CCN LAST LINE: MOVEABLES AT OTHER STATIONS. ETC...

MRP/AM

NNNN

# BRITISH ANTARCTIC SURVEY

DIRECTOR: DR. R. M. LAWS

MADINGLEY ROAD, CAMBRIDGE CB3 0ET

TELEPHONE: CAMBRIDGE (0223) 61188

TELEGRAMS: POLASURVEY CAMBRIDGE

TELEX: 817725

J.R.W. Parker Esq., CMG, OBE,  
Governor & Commander in Chief,  
Government House,  
Stanley,  
Falkland Islands, South Atlantic.

Your reference

Our reference 290/169/01

Date 8th October, 1979

*Dear Jim,*

Please refer to your letter of 12th September about Salvesens having taken over the leases of Grytviken and Husvik and the possibility of Davidoff negotiating again with them about buying up the plant and material.

Mr. Pawley has been informed informally by a Mr. Lynch of Salvesens that he has had talks with Davidoff and his agent in this country - a Mr. Sharp - about the likelihood of purchasing equipment lying around the whaling stations. We understand that Salvesens have agreed in principle to Davidoff making a reconnaissance this coming season in a 400 ton vessel. We have asked for a firm itinerary and the name of the ship. The vessel is almost certain to be Argentine and it must enter Grytviken as the port of entry for South Georgia.

Leaving the political implications aside, and we have no idea who might be on the vessel apart from Davidoff, we would like to have some control over Davidoff's actions if only because we use some of the buildings at the whaling stations as refuges with food stocks, etc. for emergency use.

In James Ayres' absence I have informed John Heap of the situation. I feel that perhaps either yourself or the F. and C.O. should write direct to Salvesens on the matter.

Yours sincerely,

*John*  
J. Bawden  
Institute Secretary

C.C. J. Ayres, Polar Regions Section, SAMD, FCO  
R. Gozney, British Embassy, Buenos Aires.

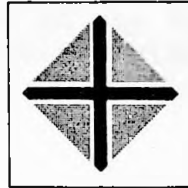
# Christian Salvesen Limited

*Registered Office:*  
50 East Fettes Avenue  
Edinburgh  
EH4 1EQ

Telegrams, Inland & Foreign  
'Salvesen, Leith, Telex'  
Telex 72222

Telephone  
031-552 7101

His Excellency J.R.W. Parker, OBE,  
Governor of the Falkland Islands,  
c/o Mr. J.R. Cowling,  
South America Department,  
Foreign and Commonwealth Office,  
LONDON  
SW1A 2AH.



Your Ref.

Our Ref.

Date 11 October 1979

Dear Mr. Parker,

## SOUTH GEORGIA WHALING STATIONS

Further to my telex of 5 October in which I advised you that we had granted an option to Sr. Davidoff to buy our equipment and tenant's fixtures at Leith Harbour, Stromness and Husvik I now enclose a copy of our agreement with Davidoff for your information, from which you will note that

1. the option is exercisable by the end of March 1980, so that Davidoff will be making an expedition of inspection this summer. If he exercises the option while he is on his expedition we have told him he can start to remove his purchase there and then, although he should not of course remove anything before doing so. To avoid any misunderstanding I will telex you as soon as the option is exercised.
2. the option covers everything belonging to us in Leith Harbour, Stromness and Husvik, but nothing in Grytviken except whale catchers and sealing boats, whether floating, sunk or stranded
3. it is a term of the deal that Davidoff does not interfere with navigation and complies with the covenants in our leases.

Page 2/



I understand that Davidoff will be mounting his expedition very shortly, and I will let you know as soon as I hear from him when he expects to be in South Georgia. It may be that he will call in at Stanley on his way, and if you meet him I think you will be favourably impressed.

Yours sincerely,

*Gerald Elliot*

G.H. ELLIOT

cc. The Commander, British Antarctic Survey Base, South Georgia.

57 20.9.78

AGREEMENT made the nineteenth day of September 1979

BETWEEN

1) CHRISTIAN SALVESEN LIMITED of 50 East Fettes Avenue, Edinburgh, Scotland ("Seller")

and

2) CONSTANTINO DAVIDOFF of Intendente Beguiristain <sup>467</sup>, Avellaneda, Provinzia de Buenos Aires, Republica de Argentina ("Buyer")

Whereas Seller is lessee under Crown leases of disused whaling stations at Leith Harbour, Stromness and Husvik on the island of South Georgia, South Atlantic, in the British Colony of the Falkland Islands and their Dependencies ("the whaling stations"), and is entitled to all chattels and tenant's fixtures in the whaling stations.

Now it is hereby agreed that

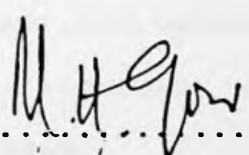
1. In consideration of Buyer paying £10,000 sterling to Seller on the signing of this Agreement Seller grants to Buyer an option to purchase the goods described in the first schedule to this Agreement ("the Goods") for a price of £105,000 on the following terms and conditions.
2. The option is exercisable by Buyer at any time prior to 31st March 1980 by
  - (a) notifying Seller by telex that he wishes to exercise the option and that he has arranged for payment in accordance with subparagraphs (b) and (c) below, and
  - (b) remitting to the account of Seller at Royal Bank of Scotland Limited, P.O. Box 412, 62 Lombard Street, London EC3P 3DE (account No. 257859) the sum of £25,000 in part payment of the purchase price, and
  - (c) delivering to Seller a confirmed irrevocable letter of/

of credit issued by Royal Bank of Canada providing for payment to Seller's order in London on 31st December 1980 the balance of the purchase price in sterling together with interest thereon at 14 per cent per annum from 1st October 1979 until payment.

- 3. In the event of Buyer exercising the option he will collect and take away the Goods before 31st March 1982 at his own expense and without cost to Seller, dismantling where necessary, without interfering with navigation to and from wharves used by the government of the Falkland Islands and/or by the British Antarctic Survey team stationed in South Georgia and without causing any nuisance or annoyance to third parties or any breach by Seller of any of the covenants in his leases of the whaling stations which are set out in the second schedule to this Agreement. Buyer will indemnify Seller and hold him harmless against any claims arising out of his actions in pursuance of this paragraph.
- 4. Any of the Goods left at the whaling stations after 31st March 1982 shall remain the property of the Seller and shall be deemed to be excluded from this Agreement for sale.

In WITNESS whereof the parties have signed this Agreement the day and year first before written

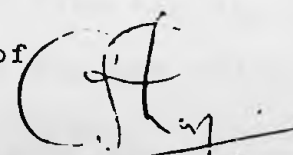
For and on behalf of  
Christian Salvesen Limited



In the presence of  
*A. J. ...*  
12 Inverleith Terrace Edinburgh.  
Constantino Davidoff

Secretary

In the presence of



*Constantino Davidoff*

First Schedule above referred to  
Goods the subject of the Agreement

The property the subject of the option to purchase provided for in this Agreement is the following:-

1. all buildings and installations which are tenant's fixtures on the whaling stations and all equipment and loose goods ashore and afloat in the whaling stations, including whale catchers, sealing boats, floating docks and other vessels, whether afloat, sunk or stranded, with the exception of the whale catcher Karakata presently on shore at Husvik
2. any whale catchers and sealing boats afloat, sunk or stranded at the disused whaling station in Grytviken Harbour, but excluding any other equipment, ~~floating docks~~, property or possessions at Grytviken.

*Handwritten signature/initials*

Second Schedule above referred to  
Covenants contained in Seller's lease of the Whaling stations

1. The lots or parcels of land hereby leased are 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 such 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/

or for the benefit of any person or persons, any product, seal, bird or animal whatsoever in 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 lots or parcels 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 the property leased herein.

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 -

(a) 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 lots or parcels of land hereby leased is situate;

(b) that Government servants or agents with the sanction of the Governor shall have the right to enter and tow away and sink two old whale catchers lying at Grytviken jetty;

(c) that Government officials servants or agents with the sanction of the Governor shall have the right of access and passage/

passage to and fro by whatever means over the lots  
or parcels of land hereby leased to deal with pollution  
or as a means of access to other Government property.

18  
Gy. E.,

I have no comments except that I share Your Excellency's concern about the disposal of buildings and in particular the Managers' Halls.

2. It is the general rule of law that when a chattel (building) is connected with the freehold, by being let into the earth, or by being connected or otherwise united to some erection attached to the ground, the tenant can never again sever it without the landlord's consent.

3. Therefore it would appear that Salvareno have no right to dispose of most if not all the buildings without the prior approval of the Governor.

4. It may be that Gy. E. has no wish to retain such buildings as the Stations which I understand are in a state of disrepair and would in fact welcome their removal.

J.P.B.  
26. XI. 79.

X (1)

27 November 1979

C H Elliot Esq  
Christian Salvesen Ltd  
50 East Pettes Avenue  
EDINBURGH  
EH4 1EQ

Thank you for letting me know, in your letter of 11 October (the arrival of which was delayed by being included in an air freight bag) and your earlier telex, that you have now reached agreement with Mr Davidoff regarding an option to purchase and remove the equipment and tenants' fixtures which are your Company's property at the South Georgia whaling stations. As you know, I have not been inclined to take a favourable view of this particular transaction, and would have wished you might have found some other agent to dispose of this material. In the circumstances, however, I have had to leave it to your Company's commercial judgement as to how you proceed in the matter. I have certain provisos which I shall make later in this letter.

I note that, except for the whale catchers and sealing boats, the installations at Grytviiken are not included in the agreement, and that it is a condition of the agreement that Mr Davidoff will not interfere with navigation or in any other way cause a nuisance, and will comply with the covenants in your leases. He will also, of course, be required to comply with the requirements of the legislation in force in the Dependency, particularly as regards the risk of pollution and other possible hazards.

An important matter has recently come to light which would affect Mr Davidoff's activities. It is believed that a quantity of gelignite and other explosives, in an unstable and dangerous condition, are stored at Leith, presumably the property of your Company, together with a quantity of naval ammunition which is separately housed. Arrangements have now been concluded with the Ministry of Defence for the inspection and, if possible, removal or destruction of these explosives and ammunition. A survey will be carried out by the explosives experts on HMS Endurance during December of this year and either then, or later, the material will be made harmless. Until this is done, and until it can be

/confirmed



confirmed that no similar stores exist at Husvik or Stromness, the stations will have to be regarded as danger areas. Mr Davidoff should be warned most strongly about the situation, and he should be asked not to interfere or impede the work of inspection or removal until it has been completed.

As was the case when a similar store of explosives was discovered and dealt with at Grytviken, the Ministry of Defence have required an indemnity in respect of the naval personnel involved in dealing with the pelignite etc, and we have taken out an insurance at a premium of \$1,485. It would be expected that your Company would accept responsibility for the cost of this insurance; we have been advised by the Ministry of Defence that it is unlikely there will be any additional costs involved in the operation.

The first schedule attached to the Agreement includes in the property which is the subject of the option to purchase, "all buildings". I am advised that it is the general rule of law that when a chattel (building) is connected with the freehold by being let into the earth, or by being connected or otherwise united to some erection attached to the ground, that it remains a landlord's fixture and it cannot be removed by the tenant without the landlord's consent. Should Mr Davidoff intend to do so, I would be glad to be advised. In particular, the British Antarctic Survey have asked that the former managers' villas at Husvik and Leith will not be disturbed or their contents removed. They are used as field accommodation for parties engaged in their scientific work and, more important, as refuges which are stored with food and equipment; I am told that, apart from this, there is nothing of commercial value in the villas.

The Base authorities would also naturally wish to have some control over Mr Davidoff's actions and plans, so that he may be advised on any matter where the work of the Survey is likely to be affected. They would therefore be grateful for early notice of his intentions with a firm itinerary. His vessel will, of course, have first to enter Grytviken as the port of entry to South Georgia, and comply with all maritime practices and harbour requirements.

While I would hope that the transaction can proceed without any untoward incident, I note that the option, while exercisable by the buyer at any time prior to 31 March 1980, will remain in force until 31 March 1982. So that we may determine the position after the experience gained during the initial season I would wish to be consulted before agreement is given to the exercise by the buyer of his option.

Copies sent to:

BAS, Cambridge  
SAMO, FCO  
BUENOS AIRES

M. Pawley Esq, <sup>BAS</sup>  
SOUTH  
GEORGIA

} With copies of  
Mr Elliot's letter  
& enclosure

J R W Parker

1. Mr. Crowfoot. 2. C.S. for Sme't App.  
CG 29/11  
Pls. note last para  
of this letter 29  
29 November 1979  
11

J Bawden Esq  
British Antarctic Survey  
Maddingley Road  
CAMBRIDGE CB3 0ET

I delayed replying to your letter of 8 October until I heard further from Salvesens about their transactions with Davidoff regarding his purchase of their plant and material at the South Georgia whaling stations. I enclose a copy of a letter and annexure I have had from Elliot of Salvesens regarding the option they have given Davidoff for the purchase, together with a copy of my reply, which I hope is self-explanatory and will meet the points you asked me to make.

As you know I have been decidedly cool about this whole business right from the start, but there is no way I could legally impede what, in all other circumstances, would be a normal commercial transaction. The matter has been complicated by the long drawn out process of transferring the Grtyviken and Husvik leases from Albion Star to Salvesens, which has now been satisfactorily completed, leaving all the whaling stations in the hands of a British company. While we would have liked to have been able to acquire some of this plant and material ourselves, the price being talked about was way beyond our resources.

It is possible that once he has been down there and seen for himself the state of affairs and the physical difficulties he will have in dismantling and removing the stuff, Davidoff may settle for what he can get for the option price of £10,000 and leave the rest; he would probably be in breach of the agreement but that would be Salvesens' affair.

To avoid any misunderstanding about the circumstances and purposes of the deal we shall have to take care to make clear to the public what it really involves.

J R W Parker

cc:

J Ayres Esq, Polar Regions Section, SAMD, FCO

A R Murray Esq, BUENOS AIRES

M 29 WILEY Esq. SOUTH GEORGIA

Dick,

♥ Please excuse paper. Do you think H.E.'s  
minute is an instruction to publish? If so I  
should have thought the moment to act was  
when we know that Davidoff is on his way.

Perhaps you could find a moment to discuss.

Michael.

ZCZC  
NR. 031

R

14.12.79

1040Z

See t

FJ STANLEY OFFICE  
TO GRYTVIKNE  
INFO CAMBRIDGE HQ

SG/1/3

X/225/79. FOR PAWLEY FROM GOVERNOR BEGINS  
YOUR M/1033/79. I HAVE HAD NO FIRM DATES FOR DAVIDOFFS  
MOVEMENTS BUT HAVE SENT YOU BY ENDURANCE COPIES ~~WITH~~ OF  
RECENT CORRESPONDENCE WITH SALVESENS FROM WHICH YOU WILL  
SEE I HAVE DRAWN ATTENTION TO THE LEGAL POSITION REGARDING  
LANDLORDS FIXTURES SUCH AS BUILDINGS ETC AND PARTICULARLY  
REFERRED TO THE MANAGERS VILLAS AND THEIR CONTENTS.  
WOULD BE GRATEFUL TO KNOW IF DAVIDOFF TURNS UP AND WHAT  
TRANSPIRES.  
ENDS

-/MB

ZCZC STA237

NR 003

RR

012042Z

JAN80

FM GRYTVIKEN

TO STANLEY

M/001/79 FOR GOVERNOR

BT

REF YR X/225/79 ENDURANCE DID NOT HAVE ANY CORRESPONDENCE  
FOR ME REGARDING DAVIDOFF. WOULD BE GRATEFUL FOR COPYS WITH  
NEXT MAIL PER WORLD DISCOVERER ARRIVING STANLEY 12TH JAN.  
HAPPY NEW YEAR.

PAWLEY=+

53

54

Ref: SG/1/3

7 January

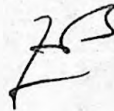
80

Mr M Pawley  
South Georgia

D/O

I learned from your telegram ref M/001/79 to the Governor that you had not received the Davidoff correspondence from "Endurance".

I am not quite sure how this happened, but in any case I am enclosing a further set of copies for despatch by "World Discoverer" as you requested. I hope this will give you the information required.



F E Baker  
CHIEF SECRETARY

JB

214 GOVERNOR FK  
72165 TELEX G

PA SG 1/3

CS

TELEX FROM SALVESEN LEITH EDINBURGH SCOTLAND 72222  
72222 SALEDI G

**ACTION  
COPY**

TO  
THE GOVERNOR, FALKLAND ISLANDS TLX 214

THANKS YOUR TELEX REF 141235Z ADVISING US OF DESTRUCTION OF  
EXPLOSIVES AT LEITH

CIG  
15/1

M.H.GOW  
++  
72165 TELEX G

0

I  
214 GOVERNOR FK  
ABOVE FROM SALVESEN EDINBURGH VIA 72165 BUT FROM 72222

PA

SG/1/3

5

ACTION  
COPY

M  
SWBD POS 1 FK  
214 GOVERNOR FK  
CAN I HAVE EDINBURGH 72222 PSE  
MOMTCFWW SALEDI G  
DF GA

pa

016

14/1

214 GOVERNOR FK

~~ORIGINATOR~~

FM H E THE GOVERNOR FALKLAND ISLANDS

TLX 141235Z JAN 80

TO CHRISTIAN SALVESENS- EDINBURGH

FOR ELLIOT FROM GOVERNORS ASSISTANT

WITH REFERENCE TO THE GOVERNOR'S LETTER OF 27 NOVEMBER 1979  
CONCERNING THE DANGEROUS EXPLOSIVES AT LEITH. WE ARE PLEASED  
TO INFORM YOU THAT THESE HAVE NOW BEEN DESTROYED.

PARKER

NNNN

SENT 141340Z

214 GOVERNOR FK



5

Mr Williams,  
GH

-- With reference to your enquiry on the attached letter from Bob Headland concerning the ownership of the fishing vessel 'Petrel', I regret that I have not been able to give this much priority but have finally managed to delve into the South Georgia files a little on this subject.

2. The short answer appears to me to be that the vessel is likely to belong to Government. My reason for thinking this is that when, in 1979, we leased the disused whaling stations at Grytviken and Husvik harbours to Christian Salvesen of Edinburgh, we specifically reserved the right (See Section 6(b) of the Third Schedule to the Lease marked in the attached file) for "government servants or agents with the sanction of the Governor to enter and tow away and sink two old whale catchers lying at Grytviken jetty." This of course assumes that the 'Petrel' is indeed one of the two old whale catchers lying at Grytviken jetty. I see that in Bob Headland's letter he refers to it as being moored at the "oiling jetty at Grytviken". Whether or not these jetties are one and the same is I'm afraid a point on which my local knowledge fails me, my first-hand acquaintance of that area being limited to a few minutes circling over it in a Hercules. Lewis Clifton might be able to help on this or advise as to who else around Stanley has the best knowledge of that harbour. Tony Carey also comes to mind, since he spent some time down there salvaging spares and equipment for the Government Store.

F E Baker  
10 May 83



# Christian Salvesen Limited

50 East Fettes Avenue Edinburgh EH4 1EQ  
Telephone: 031-552 7101  
Telex: 72222

Your Ref: AT1D/FALK IS

Our Ref : MHG/EJR

30th July 1984

Mrs. S. Gardner,  
Crown Agents,  
St. Nicholas House,  
Sutton,  
Surrey.  
SM1 1EL

Dear Sirs,

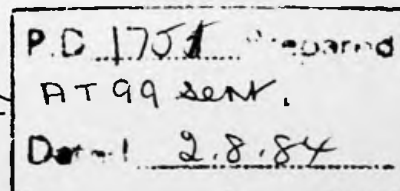
Rent for Whaling Stations  
Grytviken and Husvik, South Georgia

Thank you for your letter of 13th July 1984 regarding the above. I now enclose this Company's cheque to cover the rent on the above stations, together with the rent for Leith Harbour and Stromness, South Georgia. This totals £1,725.

Kindly acknowledge receipt.

Yours faithfully,

M.H. GOW  
Secretary





**Crown Agents**

58  
St Nicholas House, Sutton,  
Surrey SM1 1EL  
Telephone 01-643 3311  
Telex 267103  
Telegrams Crown Sutton

Chief Secretary  
The Secretariat  
Stanley  
FALKLAND ISLANDS  
SOUTH PACIFIC

CA REF: AT1D FALK IS

YOUR REF: SG 1/3 (44/A/111)

6 August 1984

Dear Sir

LEASE OF DISUSED WHALING STATIONS IN SOUTH GEORGIA

We refer to previous correspondence regarding the collection of the rents by us for the whaling stations on South Georgia from Christian Salvesen Ltd. These amount to £1,725.00 in total due 1 August and 1 October each year and the payment has been received for 1984/85.

2 The reason for this letter is because from our records the lease was for 5 years from 1 August 1979 and was therefore completed this year.

3 We have contacted Mr Gow from Christian Salvesen Ltd who advises that the lease stipulates "and thereafter from year to year".

4 May we have your confirmation that this is so, as the only letter we have is the one dated 19 July 1979 (a copy of which is attached for ease of reference).

5 Your early reply will be appreciated.

Yours faithfully

MISS S M STEELE  
for the Crown Agents

CHIEF SECRETARY

13 AUG 1984

FALKLAND ISLANDS

SU/JGM/6

It is requested that the number and date should be noted.

YOUR REF:

.....19th July.....1979

Mr. E. A. Gill,  
 Financial Accountant,  
 Crown Agents Office Accounts Division,  
 35-41 Lower Marsh,  
 LONDON, SE1 7RY.

Dear Sir,

SOUTH GEORGIA WHALING STATIONS

I refer to your letter reference TS 3950 of 25th April on the above subject signed by T. M. Ketley and to my telex No. 250 of 13th July. The purpose of this letter is as promised in the telex to provide you with further details relating to recent developments concerning the lease of Grytviken and Husvik Harbour, South Georgia.

As a result of negotiations between Albion Star (South Georgia) Ltd., Christian Salvesen Ltd. and ourselves (in which we were assisted by our Legal Adviser, Mr. F. G. Cooke) it was agreed earlier this year that Albion Star (South Georgia) Ltd. would give up the leases of Grytviken and Husvik Harbour in consideration of a payment to them of £33,000 by Christian Salvesen Ltd. to whom we would then grant new leases of these properties. From this sum of £33,000 the sum of £2,546.95 would be paid over by the new lessees (Christian Salvesen Ltd.) to our account in settlement of an obligation of the original lessees Albion Star (South Georgia) Ltd., details of which I do not need to go into here.

A tripartite agreement has been entered into between Albion Star (South Georgia) Ltd., Christian Salvesen Ltd. and the Crown, represented by H.E. the Governor, whereby Albion Star (South Georgia) Ltd. surrender the leases, Christian Salvesen Ltd pay the consideration and are granted a new lease for the two properties. In pursuance of this Albion Star (South Georgia) Ltd. entered into a "surrender of lease" agreement with the Crown on 10th May this year, thus leaving the way clear for the new lease of the properties to be made.

The draft lease between the new lessees, Christian Salvesen Ltd., and the Crown has recently been signed and it has been agreed that the 1st August this year shall be the date for completion of the tripartite agreement and also the date for commencement of the new lease and the annual rent day for payment of rent on this.

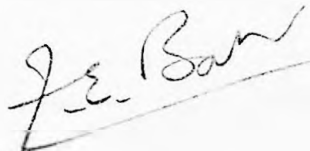
/We should.....

We should therefore be grateful if you would receive on our behalf and for payment to our account the sums which are due on 1st August 1979, namely the £2,546.95 mentioned above in settlement of an obligation by the earlier lessees of the two South Georgia properties mentioned and the sum of £1,500 being the first year's rental on these two properties due on that day from the new lessees, Christian Salvesen Ltd.

I have asked Christian Salvesen Ltd. by telex to contact you direct in order to make arrangements for these transactions. I would be grateful for your co-operation in this matter.

With regard to the rentals on the other properties mentioned in Mr. Ketley's letter under reference, Leith, Stromness and Prince Olaf Harbours, we shall be contacting Christian Salvesen Ltd. about these and will let you know the outcome.

Yours faithfully,



F. E. Baker  
CHIEF SECRETARY

uw



Attorney-General

58

I should be grateful for your advice how to reply to the enquiry from the Crown Agents in the letter attached. Can you please say if our lease with Christian Salvesen Ltd is as suggested in paragraph 3 of their letter?

G. S.

8 November 84.

Attorney General's Chambers

Stanley Falkland Islands

60

Our ref: AG/1/24

Your ref: SG/1/3

14th November 1984

Government Secretary  
Secretariat  
Stanley

CHIEF SECRETARY  
15 NOV 1984  
FALKLAND ISLANDS

*Dear Sir,*

59

South Georgia Salvesen Leases

I refer to your memorandum of the 8th November.

I have searched what deeds there are in the Registry relating to South Georgia. Christian Salvesen appear to have three leases, namely:-

(a) Lease dated 29/1/71 of 800 acres of land at Leith Harbour and Stromness Harbour. (Reservation to Her Majesty 30 ft wide road along the coastline).  
Term 5 years from 1/10/69 and then year to year until determined by the Civil Commissioner or Salvesen by one year's notice in writing given on 1st October.

Rent £200 per annum payable in advance on 1st October.

(b) Lease dated 21/9/71 of 500 acres of land at Prince Olaf Harbour, Possession Bay.

Term 5 years from 1/10/69 and then year to year until determined by the Civil Commissioner or Salvesen by one year's notice in writing given on 1st October.

Rent £25 per annum payable in advance on 1st October.

(c) Lease dated 1/8/79 -

(i) 500 acres at Grytviken Harbour, Cumberland Bay; and

(ii) Jason Island or Islet at the entrance of Cumberland Bay.

Term 5 years from 1/8/79. Option to renew for 5 years before term expires and lease to continue from year to year in any event until determined at any time by the Civil Commissioner by one year's notice in writing.

Rent £1500 per annum payable in advance on 1st August.

\*  
\*  
↑

(iii) 500 acres Husvik Harbour, Stromness (except coast road).

/...

You will see from the information I have given that Mr Gow has it right.

I suggest you write to Miss Steele agreeing with Mr Gow and quoting the information I have given so that the Crown Agents can put it in their records.

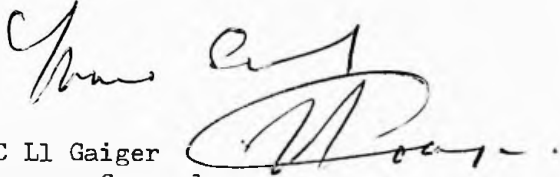
As a matter of interest there is a drafting slip in the 1979 lease that might give Salvesen a 99 year lease. However, it appears that they are not claiming this.

I think that a clear note should be made somewhere that the Leith and Stromness Harbour and Prince Olaf Harbour leases have to be determined by one year's notice given on the 1st October and that the Grytviken Harbour lease has to be determined by one year's notice.

I note that there was a lease to a South Georgia Company Ltd in 1951 of Leith and Stromness but I cannot trace a surrender. Have you an earlier file on this matter that I may look at?

Sir Rex is aware of the position concerning the Salvesen leases.

I return your file.

  
M C Ll Gaiger  
Attorney General

cc: H E the Civil Commissioner



SG/1/3

The Crown Agents  
St. Nicholas House  
Sutton, Surrey SM1 1 EL

16th August 1985

Att; Miss S H Steele

Dear Madam

LEASE OF DISUSED WHALING STATIONS IN SOUTH GEORGIA

- 1 Please refer to your letter ATID PALK IS dated 6th August 1984, regarding the collection of rents for the whaling stations on South Georgia from Christian Salvesen Limited.
- 2 Set out below are details regarding the leases which have been provided by the Attorney General from records held in the Legal Department here:

(a) Lease dated 29/1/71 of 800 acres of land at Leith Harbour and Stromness Harbour. (Reservation to Her Majesty 30ft wide road along the coastline).

Term 5 years from 1/10/69 and then year to year until determined by the Civil Commissioner or Salvesen by one year's notice in writing given on 1st October.

Rent £200 per annum payable in advance on 1st October.

(b) Lease dated 21/9/71 of 500 acres of land at Price Claf Harbour, Possession Bay.

Term 5 years from 1/10/69 and then year to year until determined by the Civil Commissioner or Salvesen by one year's notice in writing given on 1st October.

Rent £25 per annum payable in advance on 1st October.

(c) Lease dated 1/8/79 -

- (i) 500 acres at Grytviken Harbour, Cumberland Bay: and
- (ii) Jason Island or Islet at the entrance of Cumberland Bay.
- (iii) 500 acres Husvik Harbour, Stromness (except Coast Road).

continued.....

The Crown Agents (Continued)

Term 5 years from 1/8/79. Option to renew for 5 years before term expires and lease to continue from year to year in any event until determined at any time by the Civil Commissioner by one year's notice in writing.

Rent £1500 per annum payable in advance on 1st August.

- 3 From the above you will see that Mr. Gow from Christian Salvesen Limited is correct in his appraisal of the situation and the total annual rent for the leases is £1725.00.
- 4 I am sorry that it has taken so long to reply to your letter but it was overlooked when consideration was being given to other pressing problems on the file.

Yours faithfully

B. Pauncefort  
Government Secretary



Foreign and Commonwealth Office  
London SW1A 2AH

RECEIVED - 5 SEP 1984

Telephone 01- 233-9259

A K Cameron Esq  
Acting Representative  
Falkland Islands Government  
(London Office)  
29 Tufton Street  
London SW1P 3QL

Your reference 503  
Our reference AFD 153/1  
Date 31 August 1984

*Dear Mr Cameron,*

SALVAGE OF SCRAP METAL FROM SOUTH GEORGIA

1. Would you please refer to your letter of 21 August to June Martlew, about Mr Dave Eynon's interest in salvaging scrap from the old whaling stations in South Georgia?
2. Our view is that since Mr Eynon is resident and in business in the Falkland Islands, then provided he negotiates direct with Salvesens there is no problem for us in what he proposes. He is no doubt aware of views in the Islands on the question of destination, and not thinking in terms of shipping the scrap to South America.

*Yours sincerely,  
S Plater*

S Plater  
Falkland Islands Department



Diving & Salvage

Sea/Land Charters

Venture Tours

Projects

# SOUTH ATLANTIC MARINE SERVICES LIMITED

1st September 1985.

STANLEY  
FALKLAND ISLANDS  
SOUTH ATLANTIC

Our Ref :

Tel No: 145 4 Rings

Your Ref :

Telex: 2443 CWAGENCY FK

Dear Peter,

Reference my recent conversation regarding SOUTH GEORGIA.  
My company and STENA (U.K.) Ltd have formed a joint agreement to conduct the following:

- 1) Carry out an inspection and inventory of all material that remains in the whaling stations.
- 2) Provided that survey shows that a salvage expedition is commercially viable then we would be looking to organise the recovery task sometime in the summer 1986/87.

I would appreciate it if you could supply the following information as soon as possible so that I can make the necessary plans and arrangements for the 1st stage of the Expedition.

Myself and one person from STENA wish to travel to South Georgia the first week of January 1986, remain for 2 to 3 weeks and return late January. Please could you let me know costs and arrangements and contacts so that I can organise this part of the expedition. Also could you confirm if Salvason now own all the whaling stations in South Georgia as it will be necessary for us to contact the owners

I have enclosed a letter from the F.C.O. for your information. Mr A Cameron of F.I.G.O. is very much aware of my interest in this subject.

Look forward to hearing from you.

Yours sincerely,  
D. Eynon

16 September

65

Mrs. D.J. Eynon,  
South Atlantic Marine Services,  
STANLEY.

Dear Sir,

SCRAP METAL FROM SOUTH GEORGIA

I refer to your letter of 2nd September 1965 on the above subject and am to advise you that His Excellency the Civil Commissioner has no objection to your plan providing you obtain the approval of Salvessen to enter their property prior to travelling to South Georgia.

2. Travel to South Georgia is arranged through the offices of the Joint Services Movements Section at HQ SFFI. The appropriate telephone number to contact is military 2107 (Capt. Farrington). The cost of a return passage to South Georgia is £420.00. Provisional sailing dates from Stanley are as follows:

29th December	return to Stanley (i.e. at Stanley)
10th January	is approximately 10 days after date
18th January	of departure from Stanley.
30th January	

As is usual for civilians travelling on FCO vessels, next of kin and indemnity forms require to be completed.

3. The position regarding the leases of the old whaling stations at South Georgia is that Salvessen's have leases of the following:

- a. Leith Harbour and Strommen Harbour - 800 acres. (50 ft. wide road along the coastline is reserved to the Crown)
- b. Prince Olaf Harbour, Possession Bay - 500 acres.
- c. Grutvikken Harbour, Cumberland Bay - 500 acres.  
Jason Island or Islet at the entrance to Cumberland Bay.  
Husvik Harbour, Strommen (except coast road) 500 acres.

4. It is noted that you have, through Mr. Cameron of the F.I. Government Office in London, obtained approval for your venture from the Foreign and Commonwealth Office. As stated in the FCO letter you will need to negotiate direct with Salvessen's for the purchase of the scrap.

5. You will need to take up the problem of accommodation for the period you intend to stay at South Georgia with the military here in Stanley.

I am advised that the person responsible for the South Georgia desk at HQ BFFI is a Capt. Brian Meek, 803/33 (Army) - Telephone: military 2044.

Another person dealing with South Georgia is Lt. Cmdr. Roger Edwards who can be contacted on military 2042.

6. It would be appreciated if you would keep the Falkland Islands Government informed as to how your plans develop over the coming months and I hope this information is of use to you.

Yours faithfully,

(P. King)  
for GOVERNMENT SECRETARY

cc