

C.S.

LEASES.

1920.

Whaling So: Orkneys.

No. 668./20

Secretary of State No: 81.

SUBJECT.

1920

12th July.

Previous Paper.

Grant of lease of land at South Orkneys to the Tensberg Whaling Company.

G.O. 311/20.

MINUTES.

Hon: Treasurer/

To note. From these papers the annual rent is fixed at £250 per annum. The Colonial Office seem to have in view that the matter of the exact site will be determined by the Magistrate at South Georgia.

for C.S.
6/9/20.

Hon.Col.Secty.

Yes, according to C.O. letter to Mr.H.Forge the rental for the lease will be £250 per annum.

2. The Magistrate, S.Georgia, does not visit the S.Orkneys during the Whaling Season - I think the South Orkneys comes within the scope of the Magistrate, S.Shetlands

3. Mr.A.G.Bennett, Senior Customs Officer, has been to the S.Orkneys and might be of some assistance to the Col.Govt., in pointing out on the Chart the most suitable locality for a land Station at that place.

7.9.20

H. E.

The Tensberg Company have a whaling station at South Georgia and it seems to be the intention of the Colonial Office that Mr. Binnie should arrange the exact site with the Tensberg's local manager, as the draft leases have been sent direct to

So: Geo/

Subsequent Paper.

769/20

874/21

South Georgia. -- A chart marked by Mr. Bennett might be of service to Mr. Dinnie, but it would not seem difficult for the Tausberg Coy to arrange a trip to the South Orkneys from South Georgia for the purpose of deciding this matter.

G.W. 13
for C.S.
8/9/20.

(4)

H.E.

With reference to the terms of the lease as set out in para. 4th of Schedule Two, I suggest that it would be an important step towards economy if the words "... flesh of all whales" and "whole of the flesh" might be replaced by the phrase "entire carcass, flesh, bones and entrails and all other parts".

These can all be utilized, as I have seen in 1913 and 1914 at the Blackhead Bay Whaling Station.

Even the blood and oil which run out of the animal when it is cut up can be used to produce oil, but to enforce this might be too stringent a measure.

J. Hamilton

S.M.W.
8/9/20

(5)

Telegram sent to Sec. of State, copy herewith.

J. S. Scott

for P. S.
9/9/20.

Copy of telegram & letter to Stipendiary Magistrate, South Georgia, herewith

J. S. Scott
1/10/20 for P.S.

Inside Minute Paper.

Letter from Suspendary Magistrate
South Georgia 4th October 1920 Encl⁽³⁾

Letter from Suspendary Magistrate
South Georgia 9th March 1921 Encl⁽⁴⁾

H.E. the Governor,

Submitted.

2. The draft of Lease referred to in the enclosed copy of S. of S. No 81 of 12th July 1920, is not in this paper.

3. In the Magistrate's Lr:cf 4/10/20 attention is drawn to Schedule II of the draft lease which would seem to require the erection of a sufficient number of boilers to deal with the whole carcase at the South Orkneys. From the Magistrate's letter it would seem that the Company propose to employ the motor vessel "Tele" for the purpose of transporting the blubber from the South Orkneys to South Georgia, to be boiled down ^{at} the latter place instead of at the South Orkneys.

4. The Magistrate submits a draft of Schedule II to be inserted in the Lease, with a sketch or plan of Middleton Harbour, South Orkneys.

5. S. of S. No. 81 of 12/7/20 is registered in G.O. No. 311/20

W. S. Thompson

A. C. S. 2/9/21.

H.E.S.

The important Antipodal work in South Orkney was originally approved with name of S. Bruce it is appropriate that the Bay in Harbour of Fair Head Station should bear the same

2. Will require by you para 3 sub para
3 of S.S.D. 8/20 operation of notice
Resuma could only be conducted in
connection with one of land system at
Sault Ste Marie.

3. G.O. 31/20 is attached: preparation of
lease should be proceeded with.

By

4 Sept 1921

C/c

10/5
1/9/21

H.E. the Governor,

Three typed copies of Lease herewith

enclosed. I venture to think the original lease should
be engrossed on semi-parchment. I know of no one who
can do this in the Colony, unless Dr. Baker or Mr. Hoare
will oblige. Neat copies of the sketch or plan referred
to in the First Schedule of the lease will also be
required.

A. C. S. 6/9/21.

A. C. S. 6/9/21.

H.C.S.

It is only a 5 year lease: the job is paper
which he can send will do.

2. Will you kindly ask Mr. Harbour Master
to be so good as to prepare plan.

By

6 Sept 1921

H.C.S.

Will you please Mr. Harbour Master

su 4. giving description of land leased
in the plan a much larger area than the

Encl (5)

of 500 acres comprised in the Station is
 Coloured Blue: this may lead to confusion
 later. Perhaps the Harbour Master could
 give description of colouring in plan to
 avoid ambiguity. J.M.
 16/9/21

Harbour Master

Accordingly

~~16/9/21~~ 16/9/21

The Hon. Col. Secretary.

I have consulted with Mr E. Binnie, the Magistrate at South Georgia, upon the wording in his letter of the 9th March, 1921, Encl. (4) and he has informed me that:-

- 1 Map of Bruce Harbour, Signy Islands, was drawn from memory.
- 2 That portion which is coloured Blue is estimated to be 500 acres (approx).
- 3 No charts of this locality have been issued.

I would, therefore, suggest that as this map is not to any known scale it would not appear practicable to alter the map as submitted by the Magistrate of South Georgia.

Col. E. Binnie
 Harbour Master.

16/9/21

Y.L.
Submitted that under the
circumstances the letter may be
signed. I have discussed the
possibility of obtaining greater
accuracy with the Harbour Master
but it appears impracticable

TTTTT 16/9/21

H.C.S.

signed.

2. The letter (in duplicate) should now go to

S of S (see para 4 of S.S.D. 8/1/20) &
a brief explanation of the difficulty of
obtaining greater accuracy.

TTT
17 SEP 1921

Despatch to S of S No 82 of
26th September 1920. Encl (6)

Y.L.
Submitted Def. 22

TTTTT 27/9/21

TTT
27 SEP 1921

S of S. Despatch No 11 of 28th January 1922 - Encl (7)

Y. E.

submitted.

2 I have put up the original despatch. The beam might be taken out for file by Y.S. or the Registrar and a note to that effect made on the despatch?

TTTTT 10/12/20

H.P.S.

Copies of all plans of land in Dependence are in large safe at Government Mun and so I have placed copy of plan to the Tomsbury Co of land at the South Okmup with them: a note to that effect has been made on original despatch

4. A copy of the plan should be sent to the Registrar at South Georgia.

W.C. on copy beam TTTT

HM

18th May 1922

Letter to S.M. So. Georgia 25th May 1922 — Encl. 8 forwarding Copy of Deed.

Hon. Treas.

for note of beam 16/12/20

TTTTT

Return to top. 773/22

Letter from allages trale, S. Georgia

of 15th December 1922 - Encl (9)

Submitted
W.H.B.
O.S.C.S.O.
13 April 1923

Your Honourable

In your observations with reference
to some schedule of these
S.M.

13 April 1923

Hon. Col. Sec.

I beg to submit my Encl (10)
observations herewith please.

J.H. Hamilton
Govt. Naturalist.

25/4/23

Encl 10. Related to S of S.
in Governor's despatch No 118 of
the 24th of August 1923. M.P. 597/23.

FALKLAND ISLANDS.

81.

Downing Street,

12th July, 1920.

Sir,

I have the honour to transmit to you the accompanying copy of correspondence with Mr. N. Borge relative to an application on behalf of the Tonsberg Whaling Company for a lease of a site for a land station for whaling purposes at the South Orkneys.

Mr. Borge 10th March.
To -de- 12th July
Draft Lease.

2. As the South Orkneys Whaling field has been entirely abandoned since 1914-15 there can be no objection, from the point of view of the preservation of the whale, to permitting the use of two whale catchers in those waters during the very limited period in each season during which operations are possible: and the use of a land station instead of a floating factory should tend to minimise waste. The experiment will afford further valuable experience as to the possibility of working land stations in the Dependencies: and it will be very useful, especially in connexion with the investigations proposed by the Dependencies Committee, to have communication twice a year with this isolated group.

3. For these reasons I was favourably inclined to the proposal but I thought it desirable first to approach the British firms operating at South Georgia to ascertain whether they would be in a position to take advantage of such a lease should it be decided to grant one. It is obvious that operations of the nature

THE OFFICER ADMINISTERING

THE GOVERNMENT OF
THE FALKLAND ISLANDS.

nature proposed could only be conducted in connection with one of the land stations at South Georgia. Neither Messrs Salvesen nor the Southern Whaling and Sealing Company are however in a position to entertain such a proposal: and I have, therefore, agreed to the grant of a lease to the Tonsberg Whaling Company for a period of five years from the 1st October 1920.

4. I approve of your issuing in due course a lease in the form of the accompanying draft. You will observe that the exact site to be leased is left to be determined locally. When this is known two sealed copies of the lease in its final form, executed by yourself, but with the date at the beginning left blank, should be sent to me. They will then be sent to the Company for execution and one copy will be returned to you when completed. A spare copy of the lease should also be furnished for record in the Colonial Office.

5. Copies of this despatch and of the draft lease are being sent direct to the Magistrate at South Georgia.

I have etc.

(Sgd.) Milner.

Governor to Secretary of State.

Sent 8th september.

UNCLE TATE WEFMUSE SLUMPING AGATESMAIL SECOND SCHEDULE
PARAGRAPH FOUR B SLEEBNAP WORDS LAST TWO LINES QUOTE DOWN
THE ENTIRE CARCASS FLESH BONES ENTRAILS AND ADVEST PARTS
ABERRANIB UNQUOTE SILVERGOD AMILOT

MARTIN.

With reference to your despatch of 12th July No. 81 would suggest alteration should be made in second schedule paragraph 4 b. substituting following for the words in the last two lines "down the entire carcass, flesh bones entrails and all other parts accordingly". Do you approve?

Martin.

Secretary of State to Governor.

Dated and received 15th September.

With reference to your telegram of 13th September, whaling in South Orkneys has been difficult and unremunerative in the past and accordingly I think that conditions you propose would be too onerous

Milner.

(9)
C O P Y.

Government House, Stanley.

16th September, 1920.

Sir,

With reference to Colonial Office despatch No. 81 of the 13th of July 1920, on the subject of a proposed lease of ground in the South Orkney Islands to the Tonsberg Whaling Company, and the enclosures thereto, of which were sent to you direct, I shall be glad if you will take immediate steps to proceed to South Georgia, and fill in the draft Agreement the data required before the lease can be prepared by me.

8th & 15th Sept. 2. I enclose further copies of telegraphic communication between the Secretary of State and myself for your information.

I have etc.,

(Sgd). W.P. Martin,

Administrator.

To

The Stipendiary Magistrate,
South Georgia.

S. G. No. 109/20

(5) (9) 7/29/20
668/20

The Magistrate's Office,
South Georgia,
4th. October 1920.

Sir,

I have the honour to inform you that, I have received direct from the Colonial Office, a copy of the Secretary of State's despatch no 81 of 12th. July 1920 with enclosures on the subject of a lease of land in South Crkneys being granted the Tonsberg Whaling Co, for the purposes of carrying on whaling operations there.

2.

I am informed by the Manager here, that the intention is to employ the motor vessel "TBIE" in transporting the whale blubber to South Georgia to be used in connection with their land station at Husvik Harbour, and to erect a sufficient number of Pressure boilers at South Crkneys to deal with the carcass, and later on to erect a few Blubber boilers also to deal with the blubber in the event of their storage tanks being overloaded awaiting the TBIE

3.

According to the conditions set forth in Schedule 11 of the draft lease it seems that they are expected to erect sufficient boilers to deal with the whole carcass, and not only the blubber. (at South Crkneys)

4.

The station in South Georgia is by no means overloaded and according to the average catch in South Georgia might easily take over the catch of blubber from Crkneys.

5.

I mention this merely that there will be no misunderstanding as to the methods that the Company wish to adopt in transporting the blubber to be boiled out at their station in South Georgia.

I have the honour to be,
Sir,
Your obedient servant,

Edw. B. Binnie

(Edw. B. Binnie)
Magistrate.

The Honourable
The Colonial Secretary
Falkland Islands.

S.G.25/21.

7/11/20
CS. 668/20

The Magistrate's Office,
South Georgia,
9th. March 1921.

Sir,

I have the honour (with reference to His Excellency the Administrators letter of the 16th. September) to inform you that Mr Barlas has been to South Crkneys accompanying the Expedition of the Tensbergs Hvalfangeri, for the purpose of obtaining the information required to complete the Lease of land to that company.

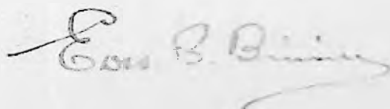
2. The First Schedule to the Lease should read:

"The Lot or parcel of Land situated on Signy Island in the South Crkneys hereby leased is 500 acres more or less, in the harbour marked ~~Blue~~^{BRUCE} Hbr, with metes and bounds as follows: that is to say: Bounded on the North by a road reserved to His Majesty, bounded on the South by Crown Lands, on the East by the coast line of the Island, and on the West by Crown Lands rising from the land at sea level, and the lot or parcel of land being part of the island called Signy Island, hereby leased is coloured Blue on the sketch or plan."

I have the honour to be,

Sir,

Your obedient servant,



(Edw. B. Binnie)

The Honourable,

The Colonial Secretary,

FALKLAND ISLANDS.

(6)

668/20

PALKLAND ISLANDS.

No. 82.

GOVERNMENT HOUSE,

STANLEY,

26th September, 1921.

Sir,

In compliance with the instructions contained in the fourth paragraph of Lord Milner's despatch No. 81 of the 12th of July, 1920, I have the honour to transmit herewith two sealed copies and one spare copy of the lease to the Tonsberg Whaling Company of a site for a land station for whaling purposes at the South Orkneys.

2. The area of the site as described in the Schedule to the lease and the map, is approximately 500 acres. I regret that it has not been possible to define more accurately the boundary of the leasehold. No charts exist of the locality of Bruce Harbour, Signy Island, and the original map of the was drawn from memory by Mr. Barlas, the Magistrate who visited the South Orkneys with the expedition of the Tonsberg Company for the purpose of inspecting the site selected.

THE RIGHT HONOURABLE

W. L. S. CHURCHILL, M.P.,

SECRETARY OF STATE

FOR THE COLONIES.

I have the honour to be,

Sir,

Your most obedient,

humble servant,

J. Middleton.

(5)

668/20

FALKLAND ISLANDS.

This INDENTURE

made this 10th day of *January* one thousand nine hundred and *twenty two* BETWEEN His Most Gracious Majesty George V: by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India, of the one part, and Tonsbergs Hvalfangeri, of the town of Tonsberg in the Kingdom of Norway (hereinafter called the Lessees) of the other part, WITNESSETH that His Majesty doth hereby lease unto the said Lessees and their assigns all that lot or parcel of land situate in the South Orkney Islands, 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, is more particularly delineated and described in the first schedule hereto, to have and to hold the said lot or parcel of land hereinbefore expressed to be hereby leased unto the said Lessees and their assigns from the first day of October, one thousand nine hundred and twenty, for the term of five years, ~~YIELDING~~ and paying therefor yearly, and every year during the said term hereby granted, the clear yearly rent or sum of Two hundred and Fifty Pounds sterling payable on the first day of October in every year to the Crown Agents for the Colonies, or the Treasurer of the said Colony of the Falkland Islands: And the said

Lessees/

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

Provided that this lease is granted subject to the reservations, conditions, and restrictions set forth in Section twenty-one of "The Land Ordinance, 1903" being Ordinance No. 9 of 1903 passed by the Legislative Council of the Colony of the Falkland Islands on the 16th day of December, 1903 and assented to by the Governor and given under the Public Seal of the said Colony on the 18th day of December, 1903 save and except as in so far as any reservations, conditions and restrictions in whole or in part are herein expressly excluded and subject also to the covenants, reservations, conditions and restrictions, set forth in the second schedule hereto and Provided always that if it shall happen that the said yearly rent of Two hundred and Fifty Pounds shall be behind or unpaid, by the space of Sixty days next over,

or/

or after, any of the said days whereon the same is hereinbefore made payable (whether lawfully demanded or not) or if the said Lessees or their assigns shall not well and truly observe, perform fulfil, and keep all and every the covenants, clauses, conditions, and agreements, hereinbefore and in the second schedule hereto, contained which on their part ought to be paid and performed according to the true intent and meaning of these presents, then and in either of the said cases, it shall be lawful for His Majesty, his heirs or successors, into and upon the said leased lot or parcel of land, or any part thereof in the name of the whole, to re-enter and the same to have again, retain, repossess, and enjoy as in his and their first and former estate And His Majesty for himself, his heirs and successors doth hereby covenant with the said Lessees and their assigns, that they the said Lessees and their assigns, paying the said yearly rent of Two hundred and Fifty Pounds on the days and times and in manner aforesaid and observing, performing, fulfilling and keeping all and every the covenants, clauses, conditions, and agreements in this indenture and the second schedule hereto contained on their part to be observed, performed, fulfilled and kept, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said lot or parcel of land hereby leased for and during the said term hereby granted.

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

John Middleton
Governor and Commander-in-Chief.

By His Excellency's Command,

H. Henniker Heaton
Colonial Secretary.

Signed, sealed and delivered by the said Tonsbergs Hvalfangeri.

In the presence of,

Z. P. Otte

Tonsbergs Hvalfangeri
Tonsberg
Cashier, Hambros Bank
41 Bishopsgate

(Sp) H. P. Austin

Clerk, Hambros Bank,

41, Bishopsgate P. C.

I hereby renew this lease for a period of five years from the first of October, 1925, on the following conditions:

- (1) Subject to the provisions of the Whale Fishery Ordinance, 1908, and of any Ordinance amending the same or substituted therefor and to all regulations now in force or which may come into force under any of the said Ordinances during the continuance of this lease the Lessees are hereby granted the right
 - (a) To employ, without payment of any licence fee, a floating factory and two whale catchers the said floating factory to be equipped with sufficient pressure boilers to utilize the parts of the whale specified in Clause 11 of the Whaling Regulations dated the 17th of October, 1921, and with two steam bone saws
 - (b) To employ, on payment annually of a licence fee of one hundred pounds, an additional whale catcher making three whale catchers in all

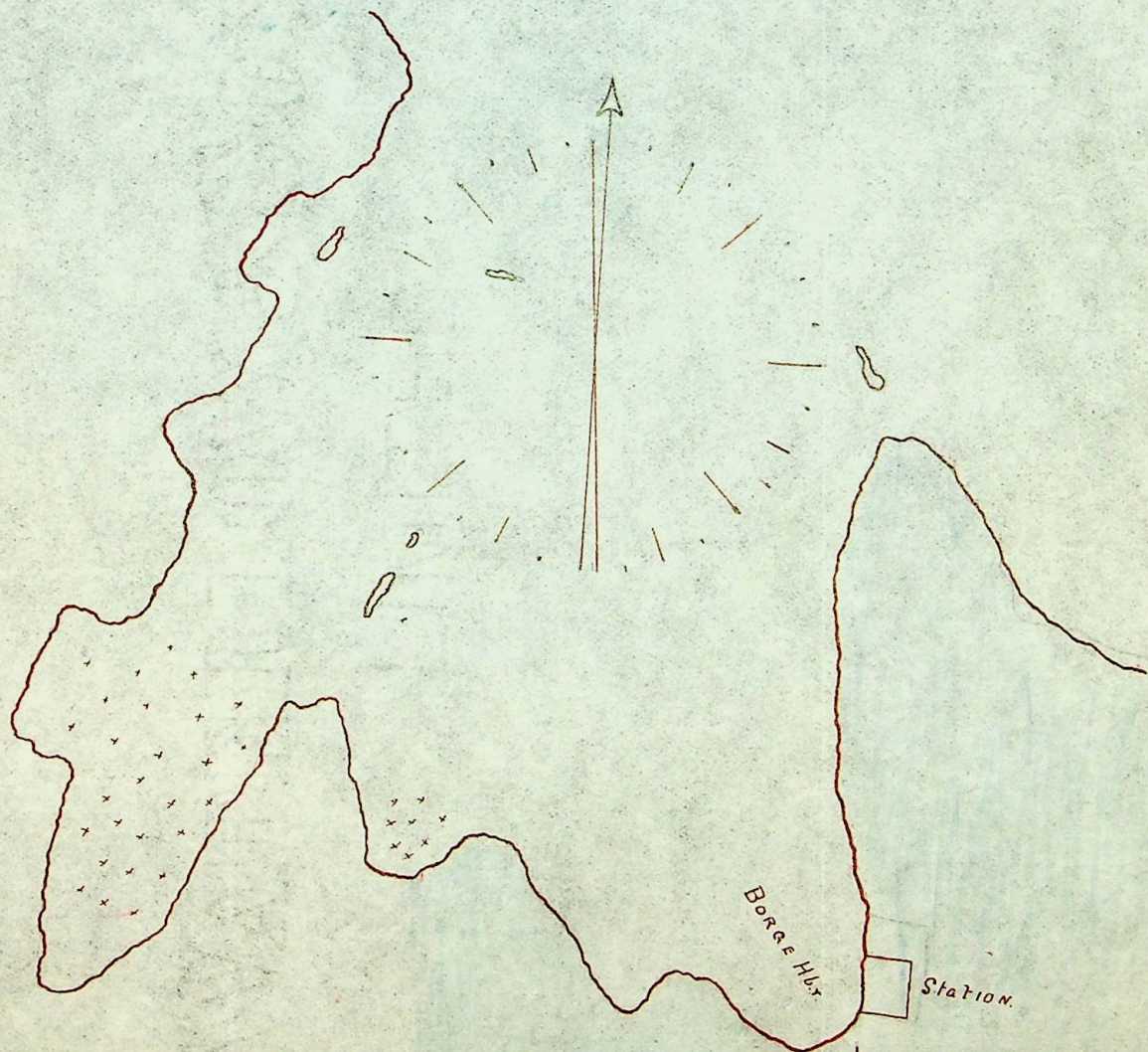
- (2) The Lessees shall before the first day of May in each year make application to the Magistrate of South Georgia for licences for the said floating factory and whale catchers specifying the names of the vessels to be employed and these licences shall be valid only for the period from the 16th of September to the 31st of May next following

- (3) The Indenture made on the 29th of January, 1925, between the Crown Agents for the Colonies in London, acting on behalf of the Government of the Falkland Islands, and the Tonsbergs Hvalfangeri of Tonsberg, Norway, providing for the transmission of mails, passengers and goods between the Colony and its Dependencies, is hereby renewed for a further period of two years from the 17th of September, 1926, subject to the following additions and modifications
 - (a) In addition to the voyages during the Whaling Season specified in Clause 3 of the Agreement, the Company's steamship shall perform two voyages from Stanley to South Georgia and back between May and September annually in return for payment at the rate of three hundred pounds per voyage
 - (b) Communication by steamer between South Georgia and the South Orkneys shall be provided without payment on two occasions during each Whaling Season

9th February, 1926.

(Sgd.) J. Middleton,

Governor.



60° 42' S.

SIGNY Is

BORG Hbr

Station

46° 3' W

Bruce.

BRUCE HBR

SOUTH ORKNEY

to Bales

21118/20

The First Schedule referred to in the above written Indenture.

The lot or parcel of Land, situate on Signy Island in the South Orkneys, hereby leased, is Five hundred acres, more or less, in the harbour marked Bruce Harbour in the sketch or plan affixed hereto, with metes and bounds as follows (that is to say) bounded on the North by a road reserved to His Majesty, bounded on the South by Crown Lands, on the East by the coast line of the Island, and on the West by Crown Lands rising from the land at sea level, and the lot or parcel of land being part of the island called Signy Island, hereby leased, is coloured blue on the sketch or plan.

The Second Schedule referred to in the above written Indenture.

The lot or parcel of land hereby leased is leased for the purpose of enabling the Lessees to carry on Whale-fishing, in the waters of the South Orkneys.

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

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

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

(a) Will not employ more than two vessels in taking whales off the South Orkneys in addition to any store ship or factory erected on Land leased under this agreement.

(b) Will in carrying on their whale fishery at the South Orkneys provide the necessary boilers for boiling down the flesh of all whales taken, and not only the blubber and will boil down the whole of the flesh accordingly.

(c) Will, upon request of the Colonial Government convey on the occasion of any voyage of any vessel employed by the Lessees to and from the Dependency and the land hereinabove leased any person whom the Government may desire to send to the Dependency for official or scientific purposes and will afford such persons all reasonable facilities for carrying out their duties.

(d) Will give full facilities of access to the shore on which the lot or parcel of land hereby leased is

situate/

situate to all persons holding leases by the Government of the Colony of the Falkland Islands or who shall proceed to the South Orkneys with the sanction of the Governor of the said Colony, and

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

DUPLICATE

(7)

FALKLAND ISLANDS

NO

1

DOWNING STREET,

28 January 1922.

Sir,

With reference to your despatch No. 82 of the 25th September, I have the honour to transmit to you the accompanying copy duly executed of the lease to the Tensberg Whaling Company of a site for a land station for whaling purposes at the South Orkneys.

I have the honour to be,

Sir,

Your most obedient
humble servant,

(Signed) WINSTON CHURCHILL

GOVERNOR.

J. MIDDLETON, ESQ., C.M.C.

etc., etc., etc.

668/20

8

25th May,

22.

Sir,

I am directed by the Governor to transmit to you the attached copy of the Lease held by the Tonsberg Whaling Company in the South Orkney Islands.

I am,

Sir,

Your obedient servant,

H. Henniker-Heaton

Colonial Secretary.

E. E. Binnie, Esq.,
Stipendiary Magistrate,
South Georgia.

S.G.97/22
M.P. 668/20

The Magistrate's Office,
South Georgia,

15th. December 1922.



9

Sir,

I have the honour to inform you that the s.s. Orwell arrived here on 29th. November last, en route for South Orkneys for whaling purposes.

2. The "Orwell" was formerly a transport ship of the Tonsbergs Hvalfangeri and has now been converted into a Floating factory. I learned from the Master that it was his intention to take whales at South Orkneys as a Floating factory under the licence granted to the Tonsbergs Hvalfangeri. I explained to him that, the Tonsbergs Hvalfangeri had a lease of land at South Orkneys for whaling purposes and gave him a copy of the conditions under which that lease was granted, at the same time informing him that, nothing was mentioned in the lease giving that company any right to use a floating factory.

3. This company erected 5 pressure boilers on land at the site chosen for the station, ³last years ago, the Orwell had 14 small pressure boilers on board and 6 very large open boilers, which of course clearly pointed out that they had no intention of using the meat and bones, and as a matter of fact, until I pressed the point they had no intention of using the boilers on shore. The vessel was badly fitted out on arrival and had to be practically refitted here.

4. I thought it would be rather a loss to the company not to allow them to proceed and that there may have

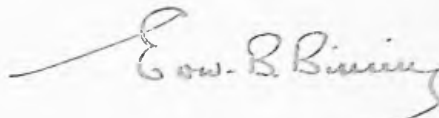
The Hon.
Colonial Secretary
Stanley.

have been some arrangement made by the Colonial Office
which I did not know of. After due consideration I sent
Mr Simon with the factory as whaling officer to stay
with the expedition and see that the conditions of the
lease were carried out.

I have the honour to be,

Sir,

Your obedient servant

A handwritten signature in cursive script, reading "E. W. B. Binning". The signature is written in dark ink and is positioned above the typed name "Magistrate".

Magistrate.

In the Lease of ground at South Orkney, Schedule 2 and Paragraph 4 the following will be found:-

Section (a) in which the use is authorised of a store ship in addition to a factory situated on the land.

Section (b) which insists on the provision of "the necessary boilers for boiling down the flesh of all whales taken" and on the boiling down of the flesh.

2. No permission is given for the use of a floating factory although the phrase "any floating factory or store ship" is usual in the clause of the South Georgia leases corresponding to para.4, section (a) of the South Orkney lease.

by the lease of ground at Bruce Hr. It would appear to be implied that no floating factory may be used and support is lent to the opinion that this is in accordance with the policy of the Colonial Office by the letter to Mr. Christensen of 5/12/21, in L.P.60/22, where it is stated that the Colonial Office "is not prepared to agree, at any rate for the present to grant any licences for the use of floating factories in South Orkney."

3. It follows therefore that the Tønsberg Company committed a breach of the terms of the lease, the extreme penalty for such a proceeding being forfeiture.

4. But it may be considered whether the use of a floating factory might not actually be a more economical way of working at South Orkney than could be provided by the present scheme.

The land station and the transport Teie together were responsible for an output of oil of 20.5 barrels from a catch consisting mostly of Fin Whales. This species has always been the dominant one in South Orkney but even in the three earliest seasons when

work there was carried on by ordinary floating factories the averages for each season were 33 41, 35 61 and 36 94 barrels per whale.

6. In his Report for the 1920/21 season the Magistrate expresses the opinion that a floating factory would be more successful than Tels used in conjunction with a land station. The S. Orkney season is very short and work is particularly liable to be hampered by ice. Presumably the idea of the Magistrate was that work could be started immediately by a properly equipped floating factory since all her outfit would be ready for use, whereas access to the shore might be impossible, in which case no work could be done at all. A floating factory is able to work when tied up to the ice.

7. So little is known of ordinary conditions in South Orkney that it is difficult to form a decided opinion, but it seems highly probable that if South Orkney is to be worked at all it will be found that a floating factory will have to be used, either in conjunction with the land station, or by herself, if she is equipped with press boilers of sufficient capacity.

I submit that a Whaling Officer should, if possible, accompany the expedition to South Orkney; it is seen that the whalers would observe the regulations in complete isolation.

8. The present inevitable method of working before trying out does not appear as the best class of oil unless elaborate precautions are taken for raw material.