

CONFIDENTIAL.

1932
~~1929~~

C.S.

No.

C/15/32.

S. of S. Conf. despatch

SUBJECT.

1932.

~~1932~~

2nd July.

Restriction of whaling operations in the Antarctic during the season 1932-33.

Previous Paper.

MINUTES.

1-4 S. of S. Confidential despatch of 2-July 1932.

Mr. Treas. ^{12/11/32} 11. VIII. 32.

Mr. P. N. O. WPC. 11.8.32

Ag. for Nat. Org. 11.8.32

Please note.

J. M. [Signature]

10. 8. 32.

5-17 S. of S. Confidential despatch of 18/7/32.

Subsequent Paper.

c.c. Copy of reb 16-5 to Neg., S.S., under confidential cover, for his information, pre. ^{12/8} 15.9.32

Mr. Treasurer
at Coll. of Customs ^{Sp. Room.}
22. IX. 32

Mr P. N. O. AGE. 22.9.32

Ag. for Nat. agb 24/9/32

To see, Confidentially.

July
3

20. 9. 32.

Enclosure to letter from Magistrate, South Georgia 19-21.

P.A.
29/9/34

Minute from S. Georgia Magistrate 24th October. 1932. 22.

P. N. O.

15. 11. 32.

S. off. Confidential despatch of 14/7/33. 23-24

4/6.

Submitted.

? Forward copies of Reds 23-24 to
Magistrate, S. Geo.

C. J. Sec.
29/9/33

Hon. Col. Sec.

Yes, please.

MCH

5. 9. 33

(25) Minutes to Magistrate, South Georgia, of 5/9/33.

P.A.
6/9/33

26-27 S. of S. Confidential Despatch of 21/7/33.

2/6.
Submitted.

? Forward copy of Reas 26-27 to mag.
S.G. in continuation of Rea. 25.

A.P.
20/9/33

Hon. Col. Sec.

Yes, please.

MCH

20. 9. 33

(28) Minutes to Magistrate, South Georgia, 20/9/33.

P.A.
20/9/33

S. of S. Confidential despatch of 6/19/33 29-32.

YH.

Submitted.

? Copies of Reas 29-32 to be sent to Magistrate, So. Geo.

G. J. D.
L. C. O.
2 of 10 of 33

Hon. Col. Sec.

Yes, please.

MCH

21. 10. 33.

Minute to Magistrate, South Georgia, of 23/10/33

(33)

~~S. of S. despatch No. 123 of 1/9/34~~

~~34-44~~

S. of S. Confidential despatch of 27/11/35.

34-45.

YH.

Submitted Copies of reas

34-44 to be sent to Magistrate, South Georgia?

MCH

21.

21. 1. 36.

Please

MCH

21/1/36

offer for copies and
minutes, please.
MCH

C.S.O. No. C/15/32.

Inside Minute Paper.

Sheet No. 2.....

(46)

Minute to Magistrate, South Georgia of 19/2/36.

✓
McH

Copy.

(W 6929/627/50)

No.153

British Legation,

Oslo.

June 11th, 1932.

Sir,

With reference to paragraph 5 of my despatch No.148 of June 4th I have the honour to report that it is announced in the press that agreement with regard to the restriction of whaling operations in the Antarctic during the 1932/1933 season has now been reached between all foreign companies except the Southern Whaling and Sealing Company, Ltd., which is controlled by Unilever, and all Norwegian companies except A/S Laboremus, which is not a member of the Norwegian Whaling Association. The Southern Whaling and Sealing Company and A/S Laboremus will be invited to adhere to the agreement. The other foreign companies concerned are Chr. Salvesen and Company, Leith, Irvin and Johnson Limited, Cape Town, and Compagnia Argentina de Pesca, Buenos Aires.

2. A committee of five members, one of whom is Captain H.K. Salvesen as representative of the foreign companies, has been appointed to superintend the observance of the agreement. To each company has been allotted a quota corresponding to the mean between its production in 1930/1931 and the loading capacity of its floating factory or the productive capacity of its land station, less 38 per cent. Whaling is not to commence before the

20th

The Right Honourable
Sir John Simon, G.C.S.I., K.C.V.O., M.P.,
etc., etc., etc.

2

20th October. In order to encourage the fullest possible utilisation of carcasses quotas have been calculated on the basis of both barrels and whales, each blue whale being estimated to yield 110 barrels of oil. The catch of the companies in question is restricted to 1,931,734 barrels and it is estimated that, including Unilever's production, the total yield of oil will not exceed 2 million barrels, or about 50 per cent of present capacity. Any oil caught by a company in excess of its quota will be sold for the benefit of all the parties to the arrangement, and it has been agreed that, until 1st May 1933, no company shall sell or rent out, for the purpose of whaling, land stations, floating factories or catchers to non-signatories, unless the latter accept the restrictions imposed.

3. The conclusion of the agreement has been received with general satisfaction by the press. It is, however, pointed out that no arrangement has been reached with regard to the marketing of the oil and that Unilever are not apparently at present prepared to consider offers of next season's catch. Many whaling managers are stated to have left for London with the object of arranging for the financing of their expeditions, which will be composed of the most up-to-date vessels alone.

4. As Messrs. Chr. Salvesen and Company are parties to the agreement it is to be presumed that the Norwegian Ministry of Commerce will not maintain their contention that they are obliged to pay "havnefondsavgift" on the oil of the 1931/32

catch

catch carried by the floating factories which they
desire to lay up for a time in Norwegian ports.

I have, etc.,

(Signed) Charles Wingfield.

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Reference to previous correspondence:-

Secretary of State's Despatch No. ~~14~~ of the
Governor's

A
1

Refs. 1-4

..... 2nd of July 19. 32.

FALKLAND ISLANDS.

No.... Confidential....



DOWNING STREET,

..... 18th July 19. 32.

Sir,

I have the honour to transmit to you the papers
noted below on the subject of the restriction of
whaling.

I have the honour to be,

Sir,

Your most obedient, humble servant,

R.N. Hamilton

for the Secretary of State.

THE OFFICER ADMINISTERING

THE GOVERNMENT OF THE FALKLAND ISLANDS.

Date.	Description.
1932.	<p>Association of Whaling Companies Production Agreement.</p>

HVALFANGERTFORENINGEN
THE ASSOCIATION OF WHALING COMPANIES.

PRODUCTION AGREEMENT.

Paragraph 1.

a. The production during the season 1932/33 up to 30th April 1933 shall be limited to the mean of the production in 1930/31 and the capacity of all the floating factories /in the case of land stations, the computed production, reduced by 38% - thirty eight per cent. The production in 1932/33 will bear a definite ratio to the number of whales caught, inasmuch as the share /quota/ of the total production allotted to each producer /company or group/ is fixed both in 170-kilo barrels - the BARREL QUOTA - and in numbers of computed blue whales - the WHALE QUOTA - in conformity with the schedule below. The WHALE QUOTA is equivalent to the BARREL QUOTA divided by 110, subject to the exception mentioned under b.

A computed blue whale is equal to two fin whales equal to three humpbacks equal to five sei whales.

The above mentioned mean, barrel quota and whale quota for the various producers will be as follows:-

Name of producer and means of production.	Mean	Barrel Quota.	Whale Q.
---	------	---------------	----------

Groups:

- Christensen's group:
 - Bryde & Dahls Hvalfangerselskap A/S
 - "Thorshammer", "Thor I" /
 - A/S "Odd", "Solglimt", "Torodd" /491.000 bar.304.420 b.
 - Aktieselskapet Ornen, "Ole Wegger" / 2757 W.
 - "Talk" /
 - The American Whaling Co "Frango" /

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Name of producer and means of production. Mean Barrel Q. Whale Q.
Brought forward: 491.000 bar. 304.420b. 2737 W.

2. Jahre-Bruun & von der Lippe's group:

Hvalfangerselskapet Pelagos A/S	/			
"Pelagos "	/			
Hvalfangerselskapet Antarctic A/S	/			
"Antarctic"	/			
Hvalfangerselskapet Pontos A/S	/	543.500	" 340.070"	3092 "
"Pontos"	/			
Fraternitaskompagniet A/S	/			
"Fraternitas"	/			
Hvalfangerselskapet Kosmos A/S,	/			
"Kosmos "	/			
Hvalfangerselskapet Kosmos II A/S	/			
"Kosmos II"	/			
Hvalfangerselskapet Mexico A/S	/			
"Esperanza "	/			

3. Rasmussen's group:

Hvalfangeraktieselskapet Rosshavet.	/			
"Sir James Clark Ross", "C.A.Larsen"	/			
Hvalfangeraktieselskapet Sydhavet,	/	509.500	" 315.890"	2872 "
"Svend Foyn"	/			
Hvalfangeraktieselskapet Vestfold	/			
"Vestfold",	/			
The Viking Whaling Co.Ltd. "Vikingen"/	/			

4. Tønsbergs Hvalfangeri's group:

A/S Tønsbergs Hvalfangeri.	/			
"Orwell" & land station.	/			
Falkland Whaling Co.Ltd.	/	252.000	" 156.240"	1420 "
"Anglo-Norse".	/			
Falkland Shipowners Ltd.	/			
"Polarchief"	/			

5. Melson's group:

Hvalfangerselskapet Polaris A/S	/			
"N.T.Nielsen-Alonso",	/	152.000	" 94.240"	857 "
Hvalfangerselskapet Globus A/S	/			
"Lancing".	/			

Carry forward 1.953.000 bar.1.210.860b. 11.008 W.

Name of producer and means of production. Mean Barrel Q. Whale Q.
 Brought forward: 1.953.000 b. 1.210.860 b. 11.008W

6. Salvesen's group:

Floating factories "Salvestria", //
 "Sourabaya" and "Saragossa". //
 The South Georgia Co. the land // 333.000 " 206.460" 1877W
 station South Georgia. //
 Hvalfangeraksjeselskapet Pol- //
 havet. "Sevilla". //

7. N. Bugge's group:

A/S Hektor, "Hektor", "Ronald", //
 "Maudie" land station in deception / 236.000 " 146.320" 1330"
 2.522.000 b. 1.563.640b. 14.215W.

Single companies:

A. Hvalfangeraktieselskapet Africa. "Strombus", "Ready".	79.000"	48.980"	445"
B. Hvalfangerselskapet Norge A/S, "Solstreif".	36.000"	22.320"	203"
C. Hvalfangstselskapet Skytteren A/S "Skytteren".	91.000"	56.420"	513"
D. Hvalfangerselskapet Suderøy A/S "Suderøy "	62.000"	38.440"	349"
E. Irvin & Johnson Ltd. "Tafelberg", "Radioleine" & the land station in Saldanha Bay.	143.700"	89.094"	810"
F. Cia. Argentina de Pesca, the land station South Georgia, & "Ernesto Tornquist",	87.000"	53.940"	490"
G. A/S Sevilla, "New Sevilla",	95.000"	53.900"	535"
Total:	3.115.700	bar. 1931.734	b. 17.560W.

When the term "participator" is used in this agreement, a single company is meant, irrespective of whether it stands alone or acts with other companies in a group.

b. Provided that the floating factory "Sir James Clark Ross" shall operate on the Ross Sea Grounds, i.e. the whaling grounds between 160 degrees east longitude and 160 degrees west

longitude, the whale quota for this ship during the time she carries on whaling in this area is fixed at the equivalent of the barrel quota divided by 100. Should whaling operations be carried on from the land station in Deception /South Shetlands/ or South Georgia, the whale quota for these expeditions shall be equivalent to the barrel quota divided by 90.

c. Every producer who is able to produce more than the fixed number of barrels per computed blue whale is permitted to produce additionally up to 10 per cent of the number of barrels.

d. Experience having shown that it is difficult to determine the amount of oil with complete accuracy on the whaling grounds, a margin of error of 1% above the barrel quota is allowed, but no margin in the case of the whale quota. Oil which is produced in excess of the latter and in contravention of the present agreement shall be allotted to all the participators in proportion to their quotas.

e. It is taken for granted that the barrel quotas are to be revised if, after loading plans for the various floating factories have been submitted, the committee finds that such revision is justifiable.

Should the revision result in an increase of the total quantity, Salvesen's quota /100%/ shall be raised to the extent of 9 1/2% of the increase.

f. As an addition to the quota of the compania Argentina de Pesca may be counted any amount of no.3/4 oils that this company may possibly be able to sell in South America.

Paragraph 2.

Two or more of the undermentioned companies:

- Aktieselskapet Sevilla,
- Hvalfangeraktieselskapet Africa,
- Hvalfangerselskabet Norge A/S,
- Hvalfangstselskapet Skytteren A/S,
- Irwin & Johnson Ltd.,
- Compania Argentina de Pesca.

are allowed until 9th June 1932 to form a group or groups, and within the same date to inform the committee whether any such group has been formed and which companies are included therein. After that date the formation of groups will not be allowed. The sale of quotas by one company or group to another is not permitted, but the transference of quotas may take place within anyone of the groups.

By 1st August 1932 all producers must inform the committee whether they intend to carry on whaling in the season 1932/33, stating at the same time what means of production they intend to use. Companies which have informed the committee that they do not wish to carry on whaling cannot afterwards reserve this decision.

If a producer does not undertake any whaling in the season 1932/33 and does not dispose of his quota, the latter lapses. The same rule applies to possible remainders of quotas if a producer decides not to avail himself of the whole of his quota.

Should a floating factory sustain damage, either on the voyage out or on the whaling grounds, which interrupts production, the producer in question is allowed to make use of other means of production during the time the floating factory is wholly or partially out of action. The same rule applies if

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a land station is partially destroyed by fire or any other disaster. Should a floating factory become a complete wreck, or a land station be completely destroyed, the use of an alternative means of production is not permissible. In consequence of the last-named provision it is the duty of every participator to furnish the committee by 1st August 1932 with statements of the anticipated production of oil by each of their expeditions, and of the floating factories and land stations which it is intended to use. This provision does not, however, prevent a group from producing up to the full amount of its quota. Oil which is produced in contravention of this paragraph shall be allotted to all the participators in proportion to their quotas.

Paragraph 3.

Parties to the production agreement bind themselves until 1st May 1933 not to sell or hire out land stations, floating factories or catchers for the purpose of whaling to any companies outside the production agreement, unless the new owners or hirers undertake to accept the limitation of production to which the floating factory or land station in question is subject by virtue of the present agreement.

Parties to the production agreement bind themselves not to sell or hire out floating factories, land stations or catchers to any of the buyers of whale oil.

Should a participator make any dispositions contrary to the contents of this paragraph, he shall be bound to pay a fine which is fixed at £1 -10 - 0 per ton of the definitive quota stipulated for the means of production /floating factory or land station/ which has been sold. If a catcher is hired out or sold, the fine is fixed at £2000. - . - . per vessel hired out or sold.

By way of security that this paragraph will be duly observed, the various parties to the production agreement shall deposit with the production committee a written guarantee or bond for the amount which is arrived at if the definitive quota, in tons, of the floating factory or land station concerned, is multiplied by one - 1 pound and ten - 10 - shillings. The fine shall be distributed pro rata among the other participators when the party who has broken the agreement pays the sum of his own accord, or when the decision of the arbitration court is announced.

The committee alone has power to decide whether a claim for damages shall be advanced, and the committee shall likewise collect the damages and distribute the same. The committee shall also decide the wording of the written guarantee or bond.

Paragraph 4.

The participators undertake not to begin whaling before 20th October 1932. The Cia. Argentina de Pesca has, however, the right to commence whaling at South Georgia on October 10th on account of the sealing. Should anyone act in contravention of this regulation, the catch secured prior to this date shall be distributed among all the participators in proportion to their quotas.

Paragraph 5.

The production of seal and sperm oil is not included in this agreement.

Paragraph 6.

The interests of the organization for production shall be safeguarded by a committee of 5 members. Of the foreign parties to the agreement Chr. Salvesen and Company, Irvin and Johnson Limited, and Cia Argentina de Pesca have the right to elect

one member, the other 4 being elected at a joint meeting. At the joint meeting each participator shall have a vote for every complete 5000 barrels of the quota. Each member of the committee has the right to nominate, if necessary, a deputy for each meeting. The deputies thus nominated may be present at all meetings, but cannot vote when the representative concerned is present himself.

The committee shall have power to see that this production agreement is scrupulously observed, and in this connection it can require the participators to furnish any particulars it desires. All decisions shall be made by ordinary majority unless anything is settled to the contrary.

Paragraph 7.

Any disputes which may arise between the participators on account of this agreement shall be settled by an arbitration tribunal of three impartial men, one being nominated by either party and the umpire by the Fylkesmann of Vestfold.

The decision of the arbitration tribunal are binding upon both parties and inappellable.

----- " -----

The participators proceed upon the assumption that when the agreement has been made and signed it will be submitted to a Norwegian and an English lawyer in order to make sure that it is not contrary to Norwegian or English law, and to find out whether alterations are needed in its form or content. Should any alterations be proposed which in the view of the committee are of material importance, the agreement in its revised form shall be laid before a joint meeting summoned without delay as soon as the opinions of the respective lawyers

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have been received. The resolution finally adopting the content and form of the agreement shall be passed by an ordinary majority of votes in accordance with the provisions in paragraph 6.

7

Draft Wages Agreement for Gunners in the Season 1932/33.

The following agreement which has been signed between
..... and
is in force for the whaling season 1932/33 in the Antarctic
Ocean. The dates at which the season shall begin and end are
to be decided by the Company.

1. Rating
2. Ship
3. To join
4. To leave on return home to a Norwegian port (if necessary via port of discharge in Europe or the United States).
5. Monthly fixed wage kr. 300. -
6. Share of utilized whale calculated on the basis of the expedition's average oil production per calculated blue whale:
For the first 100 computed blue whales kr. 0.50 per barrel.
" " next 50 " " " 0.75 " "
" surplus numbers of " " " 1.00 " "
See the specimen calculation of a gunner's wages on the next page.
The total number of computed blue whales is arrived at as follows:-

Blue whales over 75 English feet in length	1
" " " 68 " " and up to 75 English feet	-1/2
" " from 60 " " to 68 English feet	-1/3
Fin whales over 65 " "	-1/2
" " from 50 " " to 65 " "	-1/3
Sperm whales	-1/2
Humpbacks	-1/4

For "dead whales", which can only be brought in with the permission of the manager, the payment is half a share.

7. The catching of female whales accompanied by their young, and of the young whales themselves, is prohibited. It is likewise prohibited to catch blue whales under 60 English feet and fin whales under 50 English feet in length, (Cf. the Whaling Regulations, paragraph 8 b, c, and d.)
8. Agreed amount to be drawn kr..... a month, beginning the.....
9. If the production has not been sold when the expedition returns home, only 25% of the share shall be paid. The remainder shall be paid as soon as the whole production has been sold and payment received therefor.

Special conditions:

a. Gunners engaged for a catcher which is laid up abroad will generally go by the floating factory or transport vessel to and from the whaling grounds or to and from the place where the catchers are laid up at the discretion of the Company, but they can also be sent on board a liner if the Company so decides. In the latter case they will go 2nd class. On passenger ships which have no 2nd class they will go 1st class.

b. A gunner who is not a fully qualified navigator shall give kr.100 of his monthly wage to the person who acts as master of the catcher.

c. In cases where damage, shipwreck or other unforeseen circumstances make it necessary to interrupt or reduce the whaling or the whaling time, no compensation shall be paid for any resultant loss of shares. Should the expedition be cancelled for some reason, no compensation for the nullification of the agreement shall be payable apart from the provisions of the marine law.

In the observance of the whaling law the manager may ration the catch if he deems it advisable. In such cases the gunner cannot claim compensation for any lost share of the catch.

d. The whaling manager of the Company may nominate anyone as a spare gunner with the right and duty to shoot whales when the gunner himself is unable for some reason to do so (e.g. when he is resting).

e. Spare gunners shall also be allowed, in accordance with the decision of the whaling manager, an opportunity to fire 10 trial shots - not including second shots - per boat during the season.

When the catch is being rationed the manager has a right to allow the spare gunner to have the boat alone on certain days.

- f. If the gunner is ill or absent his share of the whales that are caught shall be allotted to his substitute.
- g. The catchers shall act as buoy-boats and/or do other special work as decided by the manager without additional remuneration.
- h. This agreement is written in quadruplicate.

-----"-----

Specimen calculation of a gunner's wages:-

Assuming that a floating factory secures an average output of 110 barrels per computed blue whale, the earnings of a gunner who gets 155 computed blue whales will work out as follows:-

100	computed blue whales yielding 110 barrels		
	- 11.000 barrels at kr.0.50	.....	kr.5.500.-
50	" " whales yielding 110 barrels		
	- 5.500 barrels at kr. 0.75	.....	4.125.
5	" " whales yielding 110 barrels		
	- 550 barrels at kr. 1.00	.....	<u>550.</u>
		Total	kr.10.175.
	Add 9 months' wages at kr. 300.-	.....	" 2.700.
			<u>kr.12.875.</u>

No.....
C/15/32.

COLONIAL SECRETARY'S OFFICE,

STANLEY,

20th September¹⁹. 32.

CONFIDENTIAL.

The Magistrate.....

I am directed by the Governor to attach herewith for

your information

a copy of
the papers noted below on the subject of

the restriction of whaling.

Colonial Secretary.

Date	Description
1932.	Association of Whaling Companies' Agreement.

Received a d-o letter from Nazibek, S.S. Please file

STATEMENT SHEWING THE PRODUCTION OF OIL DURING THE SEASON
1930 - 31 AND THE AMOUNT OF OIL TO WHICH THE UNDERMENTIONED
COMPANIES ARE RESTRICTED TO DURING THE 1932 - 1933
SEASON.

Jul. 21
25. 8. 32.

CHRISTENSEN GROUP.

PRODUCTION QUOTA FOR 1932-33.
1930-31 Whales. Oil.

	Bryde & Dahl Whaling Co., :-			
x	"Thorshammer")			
	"Thor. 1")			
	A/S Odd:-			
x	"Solglint")			
	"Thorodd")			
	A/S Ørnen:-	491,000	2,767	304,420
x	"Ole Wegger")			
	"Falk")			
	American Whaling Co., :-			
	"Frango")			

JAHRE-BRUUN & von de LEPPIS GROUP.

	"Pelagos")			
	"Antarctic")			
	"Pontos")			
	"Fraternitas")	543,500	3,092	340,070
x	"Kosmos")			
	"Kosmos 2")			
	"Esperanza")			

RASMUSSEN GROUP.

x	"Sir James Clark Ross")			
	"C. A. Larsen")			
x	"Svend Foyn")	509,500	2,872	315,890
	Vestfold Land Station)			
	"Vikingen")			
x	"Vestfold")			

TONSBERG GROUP.

	A/S "Tonsberg:-			
	Land Station.)			
	"Orwell")	252,000	1,420	156,240
	Falkland Whaling Co.,)			
	"Anglo Norse")			
	Falkland Shipowners Ld:-			
	"Polar Chief")			

<u>MELSON GROUP.</u>		<u>PRODUCTION</u> 1930-31	<u>QUOTA FOR 1932-33</u>		
			Whales	Oil.	
x ?	"Nielsen Alonzo")	152,000	857	94,240	
	"Lancing")				
<u>SALVESEN GROUP.</u>					
x	"Salvestria")	333,000	1,877	206,460	
x	"Sourabaya")				
	"Saragossa")				
	"So. Georgia Co., I. Stn.)				
	"Sevilla")				
<u>N. BUGGE GROUP.</u>					
	"Hektoria")	236,000	1,330	146,320	
	"Ronald")				
	"Maudie")				
	Land Stn, Deception Is.)				
<u>SINGLE COMPANIES.</u>					
	A/S "Africa" :-	79,000	445	48,380	
	"Strombus")				
	"Ready")				
	A/S Norge :-	36,000	203	22,320	
	"Solstrief")				
	A/S Suderoy:-	62,000	349	38,440	
	"Suderoy")				
x ?	A/S "Skytteren" :-	91,000	513	56,420	
	"Skytteren")				
	Irvin & Johnson Ltd:-	143,700	810	89,094	
x	"Taffelberg")				
	"Radioleine")				
	L. Stn Saldehana Bay.)				
<u>Compania Argentina de Pesca</u>					
x	"Ernesto Tornquist")	87,000	490	53,940	Ex. of Seal Oil.
	"L. Stn, South Georgia.)				
x	A/S New Sévilla:-	95,000	535	58,900	
	"New Sevilla")				
<u>T O T A L S</u>		3,115,700	17,560	1,931,734	

R E M A R K S .

X. Indicates vessels likely to operate.

Companies may employ a reduced number of vessels without any reduction the quota allotted.

Companies may allot in whole or part the quota allotted them. In this connection Messrs Salvesen's Group has taken over "New Sevilla" and Messrs The Tonsberg Group, the "Svend Foyn".

Laboremus Co., and Unilever Ltd are not in association with companies hereinbefore mentioned. The former Company is not expected to operate but the latter will conduct operations with "Southern Empress" and "Southern Princess", each with six catchers.

"Svend Foyn" will operate with 8 catchers.

"Thorshammer" -----do----- 6 do.

"Solglimt" -----do-----

"Ole Wegger" -----do-----

Operations generally will commence on the 20th of October.

- o - o - o - o -

Source of information "Sandefjord's Blad" of 14/6/32 1/7/32.

Private

I understand unofficially that the Tonsberg Group has disposed of 15,000 tons of oil @ £10 per ton to Unilever Ltd & have now broken with the association as a result. The oil shipped by Pucca at the end of last season is still needed.

[Signature]

S.G. No. 19/32

C.S. No. C.15/32.



CONFIDENTIAL

24th October 1932.

From:-

THE MAGISTRATE,
South Georgia.

The Honourable,
THE COLONIAL SECRETARY,
Stanley.

I beg to acknowledge receipt of your Confidential Memo.
Redis. of the 20th of September, 1932, together with a copy of the
Association of Whaling Companies' Agreement.

Acting Magistrate.



COPY.

(N 7781/615/50).

No. 174.

BRITISH LEGATION,

OSLO.

23rd June 1933.

Sir,

With reference to my despatch No. 153 of the 11th June 1932, I have the honour to report that it is announced in the Press that an agreement regarding the restriction of whaling operations during the 1933/34 season has now been reached. It is stated that the total quantity of oil to be produced is fixed at 1,850,000 barrels, as compared with an estimated production last season, at the rate of 110 barrels of oil from each blue whale, of about 1,958,000 barrels. An effort will now be made to form a selling ring.

2. It is reported that the production of oil per whale in the 1932/33 season proved to be considerably in excess of the estimate, as better use was made of the carcasses than had been anticipated, and that the total production by all companies except Unilever Limited amounted to 2,688,210 barrels. Including oil produced by Unilever Limited the output was 2,457,010 barrels. In all 1,232,000 barrels were produced by Norwegian companies.

3. I am communicating with the British Vice Consul at Sandefjord with a view to ascertaining whether the figures quoted by the Press are accurate and shall have the honour to submit a further report on receiving his reply.

4. I am sending a copy of this despatch to the Department of Overseas Trade.

I have, etc.,

(Signed) Charles Wingfield.

The Right Honourable
 Sir John Simon, B.C.S.I., K.C.V.O., M.P.
 etc., etc., etc.

No. C/15/32...

COLONIAL SECRETARY'S OFFICE,

STANLEY,

5th September, 1933.

The Magistrate,
South Georgia.
Acting

I am directed by the Governor to attach herewith for **your information**

the papers noted below on the subject of **the restriction of Whaling operations during the 1933/34 season.**

A. J. G.
For Colonial Secretary.

Date	Description
14th July, 1933.	Copy of Secretary of State's despatch Confidential.

RECEIVED
14 JUL 1933
C. O. REGY

BRITISH LEGATION,
OSLO.

1st July, 1933.

Copy
(T 8048/515/50)
No. 183.

Sir,

With reference to paragraph 3 of my despatch No. 174 of the 23rd June, I have the honour to inform you that I have now received a reply from the British Vice-Consul at Sandefjord stating that the agreement regarding the restrictions of whaling operations during the coming season cannot yet be said to have been concluded, as the proposal drafted by a Committee of the Norwegian Whaling Association still remains to be accepted by two British whaling companies.

I am sending a copy of this despatch to the Department of Overseas Trade.

I have, etc.

(Signed) Charles Wingfield.

The Right Honourable

Sir John Simon, G.C.S.I., K.C.V.O., M.P.,
etc., etc., etc.

No. C/15/32.

COLONIAL SECRETARY'S OFFICE,

STANLEY,

20th September, 1933.

The Magistrate,
SOUTH GEORGIA.

I am directed by the ^{Acting} Governor to attach herewith for your information

the papers noted below on the subject of the restriction of Whaling operations during the 1933/34 season.

C. J. P.
for Colonial Secretary.

Date	Description
1st July, 1933.	Copy of despatch from H.M. Minister, Oslo.

70

(W 9643/515/50)

British Legation,

No. 236

Oslo.

RECEIVED
2.8 AUG 1933
G. C.

August 17th, 1933.

Sir,

With reference to my despatch No. 183 of 1st July regarding whaling operations during the 1933/34 season I have the honour to transmit to you herewith copy of a letter from Mr. A.C. Olsen, the British Vice-Consul at Sandefjord.

2. It will be observed that Messrs. Chr. Salvesen and Company of Leith and Messrs. Irvin and Johnson (South Africa) Limited, have now become parties to the agreement. The Southern Whaling and Sealing Company, controlled by Unilever Limited, and A/S Suderøy, a Norwegian company with headquarters at Kaugesund, are not, however, included.

3. I am sending a copy of this despatch to the Department of Overseas Trade.

I have, etc.,

(For the Minister)

(Signed) G. Fullerton-Carnegie

The Right Honourable

Sir John Simon, G.C.B.I., K.C.V.O.,

etc., etc., etc.

Enclosure with Sir Charles Wingfield's despatch No.236 of 17/8-33.

Ref. J.nr:4.

British Vice-Consulate,
Sandefjord.

14th August, 1933.

Sir,

As you will have seen from the papers, the agreement between the whalers is now ultimately brought in order, and I will give you the figures which will explain everything.

The total catch last year excluding The Southern Whaling and Sealing Co.'s two expeditions (about 350,000 barrels) was 2,089,459 barrels. The barrel quota last year was based on a whale quota of 110 barrels per standard blue whale, with right for the companies to increase the barrel quota up to 120 barrels per standard blue whale plus 1% toleration, as it might be difficult to ascertain the exact quantity on the grounds. The above figure 2,089,459 barrels is the total quantity produced (including the 10% and the 1% toleration).

The production agreement for 1933/34 is based on 115 barrels per standard blue whale with right to increase the production by averaging up to 120 and allowing 1% toleration.

The parties to the agreement are the following:

Lars Christensen's Group:

Sending out "Thorshammer",
"Ole Wegger", "Solglimt"265,311 barrels.

Rasmussen Group:

Sending out "Sir James Clark Ross",
and "Vestfold"290,371 do.

Jahre, Bruun and v.d. Lippe Group:

Sending out "Pelagos"
"Kosmos I", "Kosmos II"350,590 do.

Tønsberg Hval Group:

Sending out "Svend Foyn"183,258 do.

Hektor Group:

Sending out "Hektorla"131,131 do.

Melson....

Sir Charles Wingfield, C.M.G.,
British Legation,
Oslo.

Melson Group:

Sending out "Lancing"100,000 barrels.

Salvesen Group:

Sending out "Salvestria", "Sourabaya",
"New Sevilla", Leith Harbour station
South Georgia348,397 do.

Cia Argentina de Pesca:

Grytviken station South Georgia 52,961 do.

Irvin & Johnson (South Africa) Ltd.

Sending out "Tafelberg"128,000 do.

"Skytteren":

Sending out "Skytteren" 79,261 do.

1,934,770 barrels

+ increase in average per standard
whale 98,739 do.

+ 1% toleration..... 20,315 do.

Total.. 2,051,824 barrels.

I am, etc.,

(Signed) A.C. Olsen.

British Vice-Consul.

No. C/15/32.

COLONIAL SECRETARY'S OFFICE,

STANLEY,

23rd October, 1933.

The Magistrate,
SOUTH GEORGIA.

Acting

I am directed by the Governor to attach herewith for your information

the papers noted below on the subject of whaling operations during the 1933/34 season.

[Handwritten Signature]
for Colonial Secretary.

Date	Description
6th Sept. 1933.	Copy of Secretary of State's despatch Confidential, with enclosure.

No. C/15/32.

(It is requested that, in any reference to this minute, the above Number and the date may be quoted.)

From

THE COLONIAL SECRETARY,

Stanley, Falkland Islands.

MINUTE.

19th February, 19 36.

To Magistrate,

South Georgia.

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Refrs. 34 - 44.

I am directed to forward herewith, for your information, a copy of a Production Agreement among the Association of Whaling Companies regarding the Production of Whale Oil during the season 1935/36.

MCH

Colonial Secretary.

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FALKLAND ISLANDS.

CONFIDENTIAL.

Bowring Street,

27 November, 1935.

Sir,

I have the honour to transmit to you the accompanying copy of a Production Agreement among the Association of Whaling Companies regarding the Production of Whale Oil during the season 1935/36.

2. A copy of the first Production Agreement for Whale Oil, namely that for the season 1932-33, was forwarded in Sir Philip Gulliffc-Liater's Confidential despatch of the 18th July 1933. In 1933 the same Agreement operated between the same Companies, except that the contemplated production was altered to 1,934,134 barrels, to be obtained from a maximum of 17,074 "standard" Blue Whales or their equivalent. No agreement was in operation for 1934-35.

Recd 5-17

I have the honour to be,

Sir,

Your most obedient,

Humble Servant,

(Signed) J. W. THOMAS

GOVERNOR

H. HERVIERE HEATON, ESQ., C.M.G.,

Ac., Ac., Ac.

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HVALFANGERFORENINGEN

The Association of Whaling Companies

PRODUCTION - AGREEMENT

Season 1935/36.

The expression "Participant", when used in the body of this Agreement, means the individual companies whether they appear as such or are combined in groups.

Section 1.

The undermentioned whaling companies (groups of companies) have agreed to limit their production of whale oil (except sperm oil) south of 40°S Lat. from the 1st June 1935 to the 31st May 1936. The quotas allotted are specified below. The participants agree that the quotas tabulated here are not to form any precedent for the future.

Each individual company accepts responsibility for the observance of the various provisions of this Agreement in respect of all floating factory vessels, land-stations and whale-catchers owned by that company, and such companies as are combined in a group individually accept the responsibility for the observance of these provisions in respect of all floating factory vessels, land-stations and whale-catchers owned by all the other companies within the group in question. By way of Appendix to this Agreement there has been drawn up a list of the floating factory vessels, land-stations and whale-catchers belonging to the individual companies and groups.

Names

Names of Companies:

Factories
allotted
as quota:

Quota in
barrels:

1. The Jahre-Bruun & von der Lippe Group:

Hvalfangerselskapet "Pelagos" A/S)	"Pelagos"	95.000 barrels	
Hvalfangerselskapet "Antarctic" A/S)			
Hvalfangerselskapet Kosmos A/S)	"Kosmos"	118.750	"
Hvalfangerselskapet Kosmos II A/S)	"Kosmos II"	118.750	"
Fraternitaskompagniet Aktieselskab)			

2. The Rasmussen Group:

Hvalfangeraktieselskapet "Rosshavet")	"Sir James	118.750	"
	Clark Ross"		
Vestfold Whaling Company Ltd.)	"Vestfold"	118.750	"
The Viking Whaling Company Ltd. and)	"Vikingen"	95.000	"
Viking Corporation)			
Hvalfangeraktieselskapet "Vestfold")			

3. The Tønsbergs Hvalfangeri Group:

A/S Tønsbergs Hvalfangeri)	"Svend Foyn"	161.500	"
Anglo-Norse Company Limited)			
Falkland Whaling Company Limited)			
Star Whaling Company Limited)			

4. The Melsom Group:

Hvalfangerselskapet "Polaris" A/S)	"T. Neilsen-		
	Alonso"	78.000	"
Hvalfangerselskapet "Globus" A/S)	"Lancing"	74.000	"

5. Hvalfangstselskapet Skytteren A/S

"Skytteren" 95.000 "

6. Compania Argentina de Pesca S.A.

Land-station
Grytviken 60.000 "

7. The Salvesen Group:

The South Georgia Co. Ltd.)	"Salvestria"	95.000	"
	"Sourabaya"	95.000	"
	Land-station		
	Leith Harbour	60.000	"
Sevilla Whaling Co. Ltd.)	"New Sevilla"	95,000	"
Polar Whaling Co. Ltd.)			

1.478.500 barrels

The coming into effect of this Agreement is
subject to the condition that the Norwegian Government

compels

compels the Christensen Group (Bryde & Dahls Hvalfangerselskap A/S, A/S Odd, Aktieselskabet "Ornen"), Norske Hvalprodukter A/S and Hvalfangstaktieselskapet Suderøy to accept quotas for their floating factory vessels for the season 1935/36, and that such quotas shall not exceed:

The Christensen Group:

Bryde & Dahls Hvalfangerselskap A/S	)	"Thorshammer	95.000	barrels
A/S Odd	)	"Solglimt"	95.000	"
Aktieselskabet "Ornen"	)	"Ole Wegger"	95.000	"
The American Whaling Co.)			
<u>Norske Hvalprodukter A/S</u>		"Sydis"	66.500	"
Hvalfangstaktieselskapet Suderøy		"Suderøy"	57.000	"

It is a further condition that the Norwegian Government shall in the same way compel all other Norwegian expeditions engaging in whaling operations south of 40°S. Lat. during the season 1935/36 to accept quotas.

The consent of Chr. Salvesen & Co. to reduce their original quota of 360.000 barrels to the quantity mentioned in this Agreement is subject to Irvin & Johnson (South Africa) Ltd. giving a satisfactory undertaking in respect of the "Tafalberg" to observe the catching period stipulated by the Norwegian and British Governments December 1st to March 15th, both days inclusive.

As experience shows that the quantity of oil can hardly be ascertained with complete exactness in the catching grounds, a margin of 1 o/o of the quota is allowed.

To the quota of Compania Argentina de Pesca S.A. falls to be added the quantity of No.3/4 oil produced at the land-station of that company. The same applies

to

to the quota for South Georgia of The South Georgia Co. Ltd.

The following factories are under an obligation not to take part in whaling operations during the period covered by this Agreement, in consideration of which they are to receive the following compensation:

<u>The Christensen Group:</u>	"Frango"	£10.000
<u>The Jahre-Bruun & von der Lippe Group:</u>	"Fraternitas"	£45.000
<u>The Rasmussen Group:</u>	"C.A. Larsen"	£45.000
<u>The Tønsbergs Hvalfangeri Group:</u>	"Anglo-Norse"	£45.000
		<u>£145.000</u>

The above mentioned amounts are to be assessed on the operation expeditions belonging to the participants in this Agreement in proportion to the quotas allotted, exclusive of the quotas allotted to the land-stations at South Georgia, and it is a condition that the companies to which quotas are allotted by the Norwegian Government are also compelled by the Government to share in the payment of compensation in proportion to the quotas allotted, so that the share of the participants will be correspondingly reduced. The money is to be paid on or before May 31st, 1936, to the Whaling Board (Hvalrådets), Oslo, which has undertaken to pay over the compensations to the companies entitled to same as soon as the money has been collected.

Section 2.

The participants may not transfer quotas wholly or in part from floating factory vessels or

land

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land-stations which do not engage in catching operations south of 40°S. Lat. On the other hand they may transfer parts of quotas from floating factory vessels and land-stations after these have started catching operations south of 40°S. Lat. to other floating factory vessels or land-stations which have also already started catching operations south of the said degree of latitude.

Section 3.

The participants, including the managing firms and managers personally, engage:

- a. Up to May 31st, 1936, not to sell or let land-stations or floating factory vessels for whaling purposes to any companies which are not parties to this Production-agreement unless the new owners or hirers engage to accept the conditions incumbent upon the participant in question according to the present Agreement.
- b. Up to May 31st, 1936, not to sell or let whale-catchers for whaling purposes in any waters unless the buyer or hirer in question is a participant in the Production-Agreement. The participants are however, notwithstanding this provision, entitled to sell or let whale-catchers built in 1925 or earlier to buyers or hirers who engage to use the vessels for Arctic catching only during the term of this Agreement.
- c. Not to sell or let factory vessels, land-stations or whale-catchers to buyers of whale oil during the term of this Agreement.

d.

- d. In the season 1935/36 to use for catching operations south of 40°S. Lat. only such factory vessels and land-stations as are allotted quotas under the Agreement.
- e. In the season 1935-36 not to support any expeditions which conduct catching operations south of 40°S.Lat. outside the Agreement.
- f. Not themselves to build new factory vessels nor to have any vessel not already being a factory equipped for whaling operations in the season 1936/37 nor to help anybody else financially or otherwise to do so. Nonetheless a factory vessel which has become a total loss may be replaced if a quota is allotted to it under this Agreement.

In case a participant (including the managing firms and the managers personally) makes arrangements at variance with the contents of articles a, b or c of the present Section, the participant concerned is bound to pay a fine which is fixed at £1.10.0 per ton of the final quota stipulated for the means of production (factory vessel or land-station) which has been sold or let. In case a whale-catcher is sold or let contrary to these provisions, a fine of £2,000.- is fixed for each whale-catcher sold or let.

In case a participant (including the managing firms and the managers personally) disposes of a factory vessel or a land-station to which no quota is allotted under this agreement in contravention of the contents of articles a, b, c or d of this Section, the participant concerned is bound to pay a fine which is fixed at

£1.10.0

£1.10.0 per ton of the mean figure (quota basis) which was fixed for the factory vessel or land-station in question in the calculations underlying the Production-Agreement 1933/34.

In case a participant (including the managing firms and the managers personally) acts in contravention of the contents of article e of this Section, the participant concerned is bound to pay a fine which is fixed at £1.10.0 per ton of the catch obtained by the expedition in question south of 40°S. Lat.

In case a participant (including the managing firms and the managers personally) acts in contravention of the contents of article f of this section, the participant concerned is bound to pay a fine which is fixed at £100.000.

As security for compliance with the terms of this Section the several participants in the Production-Agreement are to deposit with the Committee of the producers' organisation a guarantee document in the same manner as in respect of the Production-Agreement 1933/34. This guarantee document must be signed by all companies, managing firms and individual managers belonging to the group in question, and the document shall be framed in such way that all companies, firms and individuals having signed same shall be jointly and severally responsible for the payment of the fine imposed if any one of the provisions of this Section is violated by one of the companies, firms or individuals having signed the guarantee document. This guarantee document shall be delivered to the Committee on or before August 31st, 1935, subject to a running fine of £100.-per day.

Fines

Fines, if any, will fall due for pro rata division amongst the other participants on the day when the Committee of the producers' organisation makes its decision as to the fine. After this date interest is payable at 5 o/o per annum if the fine is not paid at once.

Section 4.

The participants engage not to carry on whaling operations in respect of baleen whales in the waters south of 40°S. Lat. prior to the 1st December 1935 and to discontinue catching operations in those waters on or before the 15th March 1936. This does not apply to catching from the land-stations at South Georgia.

Section 5.

The proceeds of all oil produced in contravention of any provision of this Agreement are to be paid to the Whaling Fund (Hvalfondet). Any amounts paid by companies which are not Norwegian shall only be applied to such experiments within the domain of whaling as are approved by representatives of the non-Norwegian companies. As basis of calculation the highest contract price obtained by the company in question for oil produced in the 1935/36 season is to be taken into account.

Section 6.

The interests of the producers' organisation are to be safeguarded by a Committee composed of 5

members

members to be elected at a joint meeting. At the joint meeting each participant has one vote for every full 5,000 barrels of the quota. Each member of the Committee may, if necessary, appoint a deputy for himself for each meeting. The deputies appointed may attend all meetings, but have no voting power when the members they represent are present.

The Committee is empowered to decide how far the claims for compensation dealt with in Section 3 are to be enforced, and the Committee is also to collect such compensation and to undertake the division of it.

The Committee shall have powers to see to it that this Production-Agreement is exactly observed and may for that purpose demand to be furnished by the participants with all particulars which it may want. All resolutions are arrived at by simple majority of vote unless otherwise provided. In case of a tie the president has the casting vote.

No division of the Committee is valid unless each member has got one full week's notice of the time when the meeting is to be held and information as to what matters are to be dealt with, unless each member of the Committee or his deputy consents to waive such notice.

The expenses incurred in effecting this Agreement and in its subsequent administration are to be borne pro rata by all participants according to the quotas allotted.

If any participant in the Production-Agreement does not concur in the decision of the Committee, he is entitled to have the matter referred to arbitration (vide section 7).

Section 7.

Any disputes among the participants arising out of this Agreement are to be decided in Oslo by three impartial arbitrators of whom each of the parties will appoint 1, while the umpire will be appointed by the Sheriff (Fylkesmann) of Vestfold.

The arbitration is to be conducted in conformity with chapter 32 on arbitration in the Norwegian Civil Procedure Act, and the Oslo Town Court is the tribunal to be approached in the event for example of any questions arising as to witnesses or any of the other subjects dealt with in the said chapter on arbitration.

The decisions of the court of arbitration, including the imposition and assessment of fines and compensations, are binding on both parties and not subject to appeal.

6th July 1935.

Hvalfangeraktieselskapet "Rosshavet"	Hvalfangerselskapet Kosmos A/S
Johan Rasmussen og Magnus Konow	signed Anders Jahre
signed Johan Rasmussen signed Magnus Konow	Hvalfangerselskapet Kosmos II A/S
Vestfold Whaling Company Limited	signed Anders Jahre
signed Johan Rasmussen signed Torger Moe	Fraternitaskompagniet Aktieselskab
The Viking Whaling Company Ltd.	(The Fraternitas Company Ltd.)
signed Johan Rasmussen signed Torger Moe	signed Anders Jahre
Viking Corporation	Manager
signed Johan Rasmussen signed Torger Moe	according to general authority
Hvalfangeraktieselskapet "Vestfold"	Compania Argentina de Pesca S.A.
Johan Rasmussen & Co.	Buenos Aires
signed Johan Rasmussen signed Torger Moe	L. Klaveness A/S
Hvalfangstselskapet Skytteren A/S	signed L. Klaveness
signed Yngvar Hvistendahl	Representatives in Norway
	Hvalfangerselskapet "Antarctic" a/s
	signed Bruun & von der Lippe

Hvalfangerselskapet

Hvalfangerselskapet "Polaris" A/S
signed M.E. Melsom

Hvalfangerselskapet "Pelagos" a/s
signed Bruun & von der Lippe

Hvalfangerselskapet "Globus" A/S
signed M.E. Melsom

Aktieselskapet
Tönsbergs Hvalfangeri
signed Hans Borge signed Jac. Myklegard

Star Whaling Company Limited
signed Odd Nerdrum signed Jac. Myklegard

Falkland Whaling Company Limited
signed Hans Borge signed Odd Nedrum

Anglo-Norse Company Limited
signed Hans Borge signed Odd Nerdrum

The South Georgia Co. Ltd.
signed Chr. Salvesen & Co.

Sevilla Whaling Co. Ltd.
signed Chr. Salvesen & Co.

Polar Whaling Co. Ltd.
signed Chr. Salvesen & Co.