

C. S. O.

0497 / II.

NAT/SEA/5 # 2

(Formerly)

SUBJECT :

SEALING - Concession to Mr. Tilbury

(Couper Friend and Company)

Commencing with 109

CONNECTED FILES.

NUMBER AND YEAR.

120/46	Sealing in F. Is. Season 1925/26.
589/27	Grant of Licence to F. Is. Sealing Co., Ltd.
75/35	Falkland Is. & Dependencies Sealing Co., Ltd.
10/44	Sealing in the Falkland Is. - enquiries by Mr. E. G. Rowe.
21/45	Mr. W. J. Hutchinson applies for Licence to kill.
119/45	Mr. C. W. Bertrand " " " " "
0376	The Falkland Is. & Dependencies Sealing Company, Ltd.
0157	Sealing in the Falkland Islands.
0101	Whaling in the Falkland Islands.
0497/A.	<i>Sealing - CDC Medical Arrangements.</i>

188-193

+ 196-207 to 0497/A.

as 1-

DESPATCHES AND TELEGRAMS.

To S. of S.			From S. of S.		
No.	Date.	Page.	No.	Date.	Page.
			S. T. 100	25/7/49	173

EX. CO. MINUTES.

Date.	Page.	

109

ADDRESS ALL CORRESPONDENCE
TO THE MANAGER

ESTABLISHED 1863 **LOUIS WILLIAMS**

SUCCESSORS TO CHAS WILLIAMS

Established 1863

GENERAL MERCHANTS Ref/1248/867

RADIO ADDRESS
"WILLIAMS"
CODES USED:
BENTLEYS
A.B.C. 5TH ED.
A.I.

PORT STANLEY
FALKLAND ISLANDS.



3rd December 1948.

Sir,

I have just received a telegram reading as follows:-

cf. X 2 107!

X

"Final agreement concluded here. STOP.
Corporation request that lease be extended
to 49 years or as far thereto as possible
with option to renew at same rate.
(signature) TILBURY."

No doubt the Administration will be interested
in learning that, according to that message, an agreement
has been concluded in London in connection with the
proposed Sealing Company between Mr. Peter Tilbury and the
Colonial Development Corporation.

The rest of the message I must suppose is in
regard to the Lease of some 30 acres of land at New Island
which was agreed to between Mr. Tilbury and Mr. George Scott

Yours faithfully,

Attorney for Mr. P. Tilbury.

The Hon.
The Colonial Secretary
Stanley
Falkland Islands.

YE

109

Ack'd. with thanks.

4.12.

1/12 6.12

If 'final agree.
ment' has been

concludes the prospects of ~~the~~ 108
in No. I don't look so good.

2. 91 § 7 penultimate sentence:
105 § 6: 106: 107: we are kept
waiting for our work & then
presented with the fait accompli that
C.D.C. & Mr. Tilbury have got
it all settled between them with
the minimum of reference to the
C.O. & to J.E.!

3. Mean while, await reply to
108?

h
7.12

No.

Telegraph

My 108 Whaling Sealers
" Tilbury informs 3rd party

~~Understand from Tilbury through~~
(last sentence your telegram No 337 notwithstanding).
Second-hand that quite final agreement has been

concluded ^{under reference} single stop. May I be informed of position?

Your telegram ~~337~~ / does not answer the question put in last sentence
My telegram No 490 also refers.
paragraph 6 of my telegram No 440. / And please draft
d/o letter expressing my dissatisfaction with
the conduct of these negotiations seriously..

ME. 7/xii

111
DECODE.

No. 31.

TELEGRAM.

From Weeks, Colonial Development Corporation.

To His Excellency the Governor.

Despatched: December 7th 19 48 Time: 19¹⁴14

Received: December 9th 19 48 Time: 09.30.

No. 531. Confidential. Your telegram No. 490 to Secretary of State.

(1) Finance. Figure of £75,000 is for sealing project only and we envisaged it being raised to £100,000 for full ? of sealing licence. *exploitation (by)*

(2) Joint venture with Pesca for exploitation of both licenses unacceptable. We have reached agreement with Tilbury on sealing project and do not wish to complicate matters by introducing Pesca. Separate communication on sealing project follows after.

Sic
(3) Whaling. Colonial Development Corporation is interested in possibility shore station whaling in Falkland Islands and Dependencies. Joint project with Pesca, Corporation having minority interest, is however quite unacceptable. In such cases we majority hold and can find necessary finance. We would prefer participation with British concern.

(4) We are examining position to see if whaling project is a

See 115, 119
? *Mistake (by someone) in view: this was in fact the majority interest and can be* commercial/
Reply at 121

112

A

commercial proposition. Grateful if you would advise all details of whaling licences now available and whether Government of Falkland Islands is committed in any way as to recipients of licences.

VELOP LONDON.

G.T.C.
L JH

B

YE

III arrived before action was taken on
110 (on the 12th day).

I have discussed with L.S., G.N., and
in advice no reply to III for the
moment. But that is the (i) keep up

A

to Mr. Ryan

Ans⁽ⁱⁱ⁾ mean while not can telegraph
a line of 110 B mutatis mutandis by

111. #

9.12

B

C.

While the sentiments expressed in draft at cover are well justified by the facts we must not let "the home side down; also we must get an immediate reply if as I fear he is definitely off. Please send as in draft B in O&Z below. We must now prepare leave. ϕ

2 Meanwhile no reply has been returned to para 7 of my ltr 422 (X as 91 in 6497/I) despite reminder of Y as 105 of same file and we must press. Please consider - with CN-draft telegram at cover, the figures in 3 are computed from X as 43 in O&Z ^(obtained from file) I cannot understand why details should be running for 2 years.

MC

ϕ COC. are not in on the Signy project?

Y.E.

G.N., L.S. at agree with Dr. Ken.
as amended in pencil.

2. The other Ken. (to Ryan) has
issues for 0820.

3. Details for 2 years are just
simply missing for the records.

4. Signing Re. see 52 § 2 in
0497/I. I imagine that in the
event C.D.C. will take over the
Tilbury rights & interests (cf. x ~
109) & he will be the local working
manager.

by
11. xii

Pos-1.c. (It means 'lease' not 'lease'? to
me. can't I that lie in col reply to
Ken. it was?).

Let it go.

Yan 70 in 0497/I
is the reference I sought.

If there are seals
at Elephant Island
the two might be
seen together; I
doubt if Tilbury
will pursue - the
New Island venture
will keep him very
fully occupied.

DECODE.

No. 88.

TELEGRAM.

From The Colonial Development Corporation.

To His Excellency the Governor.

Despatched: December 11th 19 48 Time: 11.24.

Received: December 12th 19 48 Time: 09.30.

No. 549. Confidential. Further to my telegram No. 531. Sealing project approved by Board of this Corporation and final agreement reached with Tilbury. I am sending you heads of this agreement and should now be very grateful if you would forward me draft licence. I understand main points covered by these are.

A. Falkland Islands. (i) To kill 9,000 sea lions and 2,000 elephants annually between April 1st and December 31st.

(ii) No female and no bulls under 3 years.

(iii) Annual review of possibility raising maximum.

(iv) Licence lasts 15 years certain and renewable thereafter.

(v) Right of free entry on land for killing.

(vi) Skin, Blubber, flesh, liver and bone will all be utilised when plant in full operation.

(vii) Company to make meat meal available locally at commercial rate.

B. South Orkneys. (i) To kill surplus bull elephants between November 1st and March 1st.

(ii) Licence lasts 15 years certain and renewable thereafter.

(iii) Skin and blubber to be used and as much flesh and liver as operating conditions permit.

(iv) Licence includes lease of land station Signy Island and right to treat seals there.

See 119, 121

VELOP LONDON

G.T.C.
LJH

115
Tel. (A) it was has not yet
done: may be answer is shown by (B)?
(C)
2. then in reply to 115 as in draft?
(G.M. L.S. comes).
13/12

CS.

A

Telegram

Point A.

Before I agree to omission of paragraph to which I have given some consideration I wish to know on what grounds this is proposed. They have asked for information.

Telegram B.

See interpolations in reverse.

MC B/xii

B

LE

Item A §2 Because I have intended

it is C.D.C. item (C) to which (not that we are going to address them) it more properly belongs. But it probably means

§3 - Because the figures, though accurate so far as we know, are unconvincing in that they are not very attractive. And one is committed as to figures, to invite criticism

of being from misleading. G.N. adds that modern catches are as vastly more efficient than those of 1915 that this fact, coupled with the disinclination of gunners (if it be not better we be used to be) to take much trouble looking for

I have said nothing about para 2, I was referring to your note in back of B wh. refers to para 3.

If they are unattractive that is quite a different matter and I agree that it is possibly small beer - if one can regard £100,000 as an outlay of £250,000 capital as small beer.

New Island because they hoped to transfer operations to the much more profitable vicinity of the S. Shetlands, makes the figures from somewhat uncertain & unconvincing. I cannot find ~~where~~ ^{find} ~~then~~ ^{3/5} ~~3/5~~ asked for his wife? Cost in 1915 - " ... since 1915 " ?

New S/S - CDC

2. 1/15 magazine A (i) (iii) (vi) B (iii) Draft (C) amends then revisits. A (vii) 'commercial rate' means, I think, a rate which gives the Company a fair profit. 'Cost/plus' comes to much the same thing here (there here is no strict 'commercial rate' suitable for these products). For the Co. W. is its own '70 age' of the 'plus'?

If commercial rate means market rate then I disagree -

3. A (v) Land Admiration p. 355 sub. par. (h) of 1915 Bound Volume - L.S. con. sides right of entry implicit herein.

L
14.12

1000 tons of oil (minimum) = £90,000
+ Meat
+ Livers
+ Guano.
+ Meat meal } ?

9000 sea lions = 360 tons = £32,400

about 3:1.

I am quite prepared to stop at "since 1915" but

X | We shall have to answer CDC's questions ^{some time} if we want them to pursue the matter.

Y | We do not contemplate giving him the whole of the South Orkneys? Or do we?

MC 14/XII

YE

117 § 2 margin 'Commercial rate'

I think we can accept this.

must mean U.K. market rate less freight? If we say 'cost plus' we must state 'of age'?

Yes - I

misread or details of whaling; we need do no more at the moment.

2. X supra / has I come seen 112. Does YE mean that?

3. Y supra / has comments

G.O. Her seems no objection to fixing him the whole of the S.O's. But we might remark that it is at least doubtful whether there are any elephants except a Sigong.

Let it go then -

but he has better not try hunting on Laurie Island or may find himself incarcerated.

4. It would be politically well to fix him the whole of the S.O's because of Laurie Isle.?

I have amended para 3.

14.12

MC 15/XII

250,000? (margin of 116)

117 § 2 and assuming that that is the maximum they will be prepared to produce as it is also the maximum with which anything could be done.

DECODE.

TELEGRAM SENT.

From GOVERNOR to SECRETARY OF STATE.

Despatched: 15. 12. 48 Time: 15.45 Received: Time:

107

No. 508. Confidential. Your telegram No. 337. Whaling and Sealing

115 Last sentence notwithstanding Tilbury had informed third party
111 here some days before I heard from Colonial Development Corporation.
I have now received telegram No. 549 from Colonial Development
Corporation in amplification of their telegram No. 531 (I presume you
have seen both telegrams) but there is still no reference to possible
participation by local investors which I have considered desirable.

2. All recent reports tend to indicate considerable increase in
whale stocks in Colony waters which have not been fished since 1915.

3. If Ryan, as I anticipate, stands his ground it will be partly
because he is monopolist by nature and also because at Grytviken his
entire whaling overhead is met by profits from sealing (elephant seals)
and he cannot think in any other terms.

4. In that event (though I must in fairness give him final chance)
Colonial Development Corporation might be prepared invite participation
by United Whalers or vice versa. I think it essential that they
(Colonial Development Corporation) should be in partnership with

concern/

concern having long experience whaling and ability lay hands on personnel and equipment. This might be dovetailed in with transport of carcasses from Freezer project.

GOVERNOR.

G.T.C.

LJH

DECODE.

TELEGRAM.

From His Excellency the Governor.

To The Colonial Development Corporation.

Despatched: December 16th 19 48 Time: 10.30.

Received: 19 .. Time:

Confidential. Your telegram No. ¹¹¹531 and your telegram No. ¹¹⁵549.

2. Paragraphs 3 and 4 of your telegram No. ¹¹¹531. There are at present no whaling licences extant with reference to Colony waters but I have granted a licence to United Whalers at Deception and there is not room for another venture either in the Antarctic Dependencies repeat Dependencies or at South Georgia.

3. Your telegram No. ¹¹⁵549. Licence under preparation. Meanwhile please confirm as acceptable:-

A. (i) insert "up to maximum of" between "and" and "2,000".

A. (ii) delete "bulls under 3 years" substitute "immature males".

A. (iii) delete "possibility raising" and substitute "permitted".

Note annual revision is customary and circumstances might dictate reduction.

A. (vi) to "in full operation" add "which shall not be later than 1950 season". Licence dependent on full utilisation and some time limit must be set.

B. (iii) for "used" read "fully utilised". This requirement has been imposed on Pesca and South Georgia. Other parts agreed.

4. Glad to receive confirmation that local investment will be permitted and agreed proportion capital earmarked for that purpose.

Reply at 127

GOVERNOR OF THE FALKLAND ISLANDS.

G. T. C.
LJH

122

123

the attached (with

in file) figures of the

old Seating Company are

indicating + suggest that

Tiebout/CDC are on a

pretty reasonable width?

this is
XII

1937

123

271 tons of Seal Oil obtained : —

Cost:	£	s.	d.	= per ton £ - s. - d.
Fuel 1165.	6.	0		4. 6. 0
Drums 975.	12.	0		3. 12. 0
Wages 1626.	0.	0		6. 0. 0
Maintenance 623.	6.	0		2. 6. 0
				12. 0
Licenses 162.	12.	0		
<u>Freight + Charges</u>				
Local 785.	15.	0		2. 18. 0
U.K. 1097.	11.	0.		4. 1. 0
<hr/>				
£ 6436.	5.	0.	£ 23. 15. 0	

Very defective measurement indicated
I was assured in 1935 - by the agent + I C
and Sealing Co. that the oil could be
produced permanently @ £15 per ton

124

A

Y.E.

122 L. Sir. Even y with
len notes!

16.12

B

PA

MC 11/XII

Y

C.

C

Presuming that Master Gelbony
is able to (a) catch and (b)
dispose of

9000 Sea Lions

2000 Sea Elephants

What revenue shall we derive
from his activities?

MC 18/XII

GN

D

Early M

18.12

125' ~~11~~

H.C.S.

On the assumption that prices are maintained so that 5/- per barrel duty will be levied —

9000 s. lions @ 4 to the barrel
= 2250 bbls.

2250 bbls @ 5/- the barrel (i.e.
 $\frac{2250}{4}$) = £ 562

2000 s. elephants @ 1½ barrels each
= 3000 bbls.

3000 bbls @ 5/- the barrel (i.e.
 $\frac{3000}{4}$) = £ 750

Why 5/-?

$$\begin{array}{r} 562 \\ 750 \\ \hline £ 1312 \end{array}$$

2. The amount of meat meal cannot well be taken into account as there are no data referring to production from this source.
3. So far as is known the elephants here are less productive than the South Georgia animals.
4. As you know I had to go for work immediately after Ex. Co. yesterday.

J.H.S.V.
21-XII-48

G.E.

It is, as you say, just chicken feed.

Yes.

It is a beggarly comparison with what we might have received for Shaluz. C.D.C. must be passed to go ahead with that if Ryan doesn't? $\frac{L}{24/12}$

Co.

But are we only getting 5¢ a barrel?

W.C. 92 km/48

They estimate of pre-war production (pre 1915) was 1000 tons

= 4000 barrels @ 5¢ = \$20000 worth and a lot to

provide have about either but there is instead revenues (current)

portal, telephone etc) which are helps.

4E.

by which - 191 - here C

2000 = km.

2. 1 - 1000 / km 125 =

was 1000 km. for 1000 km

57.

23/11

map no. 11
self-reliance, 1902

DECODE.

No. 62.

TELEGRAM.

From The Colonial Development Corporation.

To His Excellency the Governor.

Despatched : December 21st 19 48 Time : 18.16.

Received : December 22nd 19 48 Time : 09.30.

No. 589. Confidential. Your telegram 16th December.

(2) Paragraph 3 your telegram amendments accepted for A1, A3 and A6. Reference A2 please define "immature." Reference B3 amendment accepted so far as operationally practicable.

(3) Paragraph 4 your telegram. When you receive heads of our agreement you will see participation of other than contracting party is not practicable until later stage and will then depend upon events and upon agreement of parties. Suggestion not previously made to us. We consider advisable to defer examination of possibility until later stage.

(4) Reply to paragraph 2 your telegram will be sent separately.

G. T. C.
LJH

G.N.

WOOD VELOP

127 p. r. o. pl. ent. S' L
24.12

178

NCS.

Ref. 127 (2) "immature" means "not mature". So far as sea lions are concerned it means any male less than 6 years old, that is to say visibly not a sexually mature bull. Compare Plate VII, fig. 1. ~~and~~ the accompany legend of my 1934 Discovery Report. The animal in the foreground is a mature male. The difference should be easy enough to see in the field.
2. As for elephants, it is a matter of getting one's eye in and should present no practical difficulty. *Mature bulls are very large.*
3. No comment on (3) and (4).

zed.

~~test~~ 4/2

(127) one dph up to page 2 submit to

Khr.

2/12.

Jesm.

Inc. 1

7.49.

Khr.
4/1.

DECODE.

TELEGRAM.

129

From His Excellency the Governor.

To Wood, Colonial Development Corporation, London

Despatched: January 3rd 19 48 Time: 14.00.

Received: 19 .. Time:

127

Your telegram No. 589 of 1948. "Immature" to be defined -
sea lions less than six years old and elephants which are not fully
grown. There should be no practical difficulty in ascertaining
whether or not maturity has been reached.

G.T.C.
LJH.

GOVERNOR OF THE FALKLAND ISLANDS.

See 135

15/3/49
BU #1/1/49
3/1/49
M...
L...
...

DECODE.

TELEGRAM.

130

From The Colonial Development Corporation.

To His Excellency the Governor.

Despatched : February 4th 19 49 *Time :* 11.23

Received : February 5th 19 49 *Time :* 09.30.

No. 753. Request you allot R.T. frequency to Sealing Company and inform us frequency allotted.

VELOP

P/L.

LJH.

Reply at 132

CO
131
I do not understand

COC's application for
a WT. wave allocation
for Tilbury. If the

suggestion is that he should
be able to communicate directly
with them by RT and
not pursue the normal
channels available I
shall oppose it.

We had better look into
this. MC 5/2.49

J. E. I.

Kindly note the
discrepancy and other frequency.

Kib.

10/2.

Hon Col Sec,

I believe the RT Frequency
is required to establish communication
between the boat collecting seals
and the factory station, in the same
way that the whale catches are
licensed to operate on R/T with the
land factory.

On this assumption frequency
is 2225 Kc/s. The same as now used
by Philome. S.H. SET 11/2/49

App. McC.

GOVERNMENT TELEGRAPH SERVICE.

FALKLAND ISLANDS AND DEPENDENCIES.

SENT.

Number	Office of Origin	Words	Handed In at	Date
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15. 2. 49.

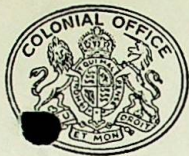
To

VELOP LONDON

¹³⁰
Your telegram 753 On assumption frequency required to establish
communication between boat and factory station 2225 kcs is allotted.

GOVERNOR.

Time



0497.

133

Colonial Office,
The Church House,
Great Smith Street,
S.W.1.

0820

My Reference ...19761/54/2/46

Your Reference

11th January, 1949.

Personal and Confidential

7

My dear Clifford,

55-0820

Many thanks for your letter of the 10th November. I am sorry that there has been so much misunderstanding on the question of the grant of sealing rights in the West Falklands.

We did indeed see the difficulty about offering only 1,000 sea lions to Ryan, but he was also being offered the whaling rights, and it seemed to us to be the only way to meet the reasonable claims of Tilbury, and at the same time give effect to some extent to the offer of limited sealing rights which was made originally to Ryan in conjunction with whaling rights. We quite realised that the maintenance of Ryan's interest in the Falklands was a very important thing to the Colony. But the position in which we found ourselves was that there were commitments to two parties over the field of whaling and sealing and some sort of a Solomon's judgment was inevitable.

I note what you say as regards the seal population, but I still think that it would be a little difficult to defend adopting an increased figure.

I hope and think you will find that the Colonial Development Corporation and Tilbury will

Extracted to 0820
Whaling & Sealing in Falklands
Resca.

MILES CLIFFORD, E30., C.M.G., O.B.E.

/make

134

make a good job of the sealing project. The Colonial Development Corporation are very definitely interested in whaling rights also, and we hope that it may be possible for them to do something in this field in the Falklands.

X/ I am sorry that this particular Colonial Development Corporation project has got off to rather a bad start owing to the misunderstandings, but I am sure that this will not be allowed to affect the relations between you and the Corporation.

Why shd. it?

Yours sincerely
J. S. Bennett

(J.S. Bennett)

OS.

File. ⁴ ~~Talbury~~ or Ryan as appropriate. + BU
for reply by next mail.

L.R.

mc. 23/2

X K Revea
L.R.

COLONIAL DEVELOPMENT CORPORATION

33, DOVER STREET
LONDON, W. 1

OPS/1

13th January, 1949.

His Excellency G. Miles Clifford, Esq.,
C.M.G., C.B.E.
Governor of the Falkland Islands,
Port Stanley.

Sealing Undertaking.

Dear Governor,

I refer to my cable of 11th December last in which I informed you that the Sealing Project, of which you were aware, had been approved by the Board of this Corporation, and that agreement thereon had been reached with Mr Tilbury. For your information I attach a copy of the Summary of the Heads of Agreement; I understand that the previous mail suffered an accident.

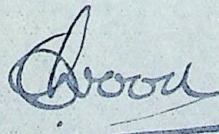
In your last telegram of the 3rd January you suggested that the minimum age at which sea lions should be killed should be six years. Whilst it is the intention to confine killing in the ordinary way to sea lions of this age or more, our people here feel that such a limitation may be hampering to them under certain circumstances and request that a greater latitude be given. I attach a note prepared by the technical adviser to the Corporation and should be grateful for your comments on his points.

In conclusion, may I say how much I personally appreciate your assistance in forwarding this undertaking.

Yours sincerely,

CS.

This is interesting - CDC must have been very impressed with the possibilities, to carry the whole of the finance of this project. It looks as though they are in A GOOD THING.



SIR E. WOOD.
Controller of Operations

MC. 23/2

FALKLAND ISLANDS SEALING PROJECTSummary of Heads of Agreement

1. A Company to be registered in Port Stanley with a capital of £100 all of which will be held by the C.D.C. The operation of this Company to be financed in the first instance by loans from the Corporation.
2. Mr Tilbury to transfer to this Company his licences to seal and other rights, and to make available to it, as required, and without further payment, all relevant information and processes in his possession.
3. The Company to appoint Mr Tilbury its manager for a period of five years.
4. The profits of the Company after allowing for interest on loans, depreciation, reserves, etc, to be divided as to 5/6th C.D.C., 1/6th Mr Tilbury.
5. Mr Tilbury not to withdraw his share of profits which will be credited to his loan account in the books of the Company, the loans of the Corporation being correspondingly reduced.
6. When Mr Tilbury's share of profits so held in his loan account, added to amounts to be credited to him by the Company for development expenses, etc, equals 1/6th of the total loan requirements of the Company (estimated at this stage at about £100,000) he shall have the right to require the re-capitalisation of the Company by the issue of shares to the Corporation and himself.
7. On this conversion both parties to receive shares at par equivalent to the amounts standing to their credit in their loan accounts.
8. If so requested by Mr Tilbury the Corporation shall at this stage transfer to him at par or at valuation, whichever may be the greater, shares up to such number as shall bring his total share-holding up to 49% of the share capital of the Company.
9. Upon this conversion C.D.C. and Mr Tilbury to be entitled to nominate directors to the Board in the proportion two to the Corporation, one to Mr Tilbury: Mr Tilbury may nominate himself.
10. Neither the Corporation nor Mr Tilbury to part with any of their shares in the Company (except in the case of the Corporation to a Subsidiary of the Corporation) without previously offering such shares to the other.

137

NOTE ON

CONSERVATION AND COMMERCIAL PRACTICE IN DEVELOPING THE FISHERY
FOR THE SOUTHERN SEA LION, OTARIA BYRONIA,

by

Herbert H. Brown, O.B.E., M.A. (Cantab), Ph.D. (Glasgow)

The sea lions in the Falkland Islands haul ashore to breed on certain well defined beaches, and form family groups of one male with several females. Since males and females are born in approximately equal numbers, there is a large population of males surplus to the breeding requirements of the species, which can be removed without detriment to the breeding potential of the herd.

The fishery for seals is designed to take these surplus males.

The removal of the surplus males will actually be beneficial to the herd in reducing the fighting between bulls when they are establishing their family groups or harems, and in reducing the harassment to which the cows are subject, especially around the perimeter of each colony, both being factors which lower the breeding potential of the herd.

Since the removal of the surplus bulls has at worst a neutral and at best a beneficial effect, it is immaterial at what age they are slaughtered. It is, however, clear that, with a limit placed on the number of bulls which may be killed, it will be in the company's interest to select only the largest of the surplus bulls.

From Dr. Hamilton's data (Discovery Report 1934, Vol. VIII, Fig. 3, page 284.) it is clear that the bulls continue growing all their lives, but that they may be said to attain a physical maturity at about six years (ibid. Table II, p.278 & Table IV, p. 283). They appear, however, to attain sexual maturity in their fourth year, developing the characteristic mane and other secondary sexual characters. They therefore begin to fight among themselves and compete for females from the end of the third year. It should be noted that a fourth year male is fully as large as a sixth year female. The relevant figures from Tables II and IV, converted into inches, are attached for ease of reference.

It is essential for a small enterprise to maintain a steady throughput of material, and it will be necessary to use the full quantity of 9,000 surplus bulls permitted. While, therefore, the policy of selecting the largest surplus bulls would always be followed in the best interests of the company, there may be days when a smaller run of beast is encountered on a particular beach; particularly those beaches resorted to by the surplus bachelors. Further, it may happen that towards the end of the season, the full quota cannot be made up from beaches to which access, in the particular weather conditions prevailing, is possible.

Moreover, there is a very considerable annual mortality in the 4th, 5th and 6th years, amounting over these years (from Dr. Hamilton's figures, p.159, Discovery Report, 1939) to 30%. This is made up in the following way: starting at the beginning of the 4th year with, say 100 seals, with 4th year mortality at 15%, 15 dead, remainder 85; mortality in the 5th year at 10%, 8.5 dead, remainder 76.5; mortality in the 6th year at 8.5%, 6.5 dead, remainder 70 seals. This wastage of 30% is not necessarily entirely made up by the natural growth increments of the surviving 70%, and it makes no difference in good management practice for the conservation of the herd, whether more seals are taken at a younger stage or fewer at the full term of six years and over.

There

138

There is a good precedent in the fur seal project which is operated as a monopoly by the U.S. Government in the Pribilof Islands, off Alaska. The U.S. Government are guided by the requirements of optimal conservation of the herd, together with the best commercial practice in its exploitation. The surplus bulls only are taken, and they are killed as soon as the pelt is marketable and before it becomes scarred by fighting; the young bulls are therefore killed before adult status is attained, and the actual killing is regulated by optimal commercial considerations.

X
We must get
the views on
this point.

It is therefore urged that the licence be drafted at least to enable surplus bulls of fourth year and over to be killed; and it appears from Dr. Hamilton's data that this object could be defined by specifying a size limit of 65 inches.

X

The Governor may wish to refer this matter for expert opinion, particularly if the advice of Dr. J.E. Hamilton is no longer available to him. We would be prepared to defer to the opinion of Dr. N.A. Mackintosh, D.Sc., A.R.C.S., Director of Research, Discovery Investigations; Dr. F.C. Fraser, D.Sc., Assistant Keeper in charge Marine Mammals, British Museum (Natural History), and Dr. L.H. Matthews, M.A., Sc.D., of Bristol University late of the Discovery Investigations (with particular reference to sea elephants and sea lions). I have discussed this matter in outline with each of these scientists.

HAIR SEALS - FAULKLAND ISLANDS (HAMILTON).

<u>Year.</u>	<u>Average Length of year classes.</u>		<u>Range of Length for each age group.</u>	
	<u>Males.</u>	<u>inches.</u>	<u>Males.</u>	
0		33.0	-	
1		47.4	33.0	}
			to	}
			54.0	}
2		53.5	50.0	}
			to	}
			55.0	}
3		60.0	57.0	}
			to	}
			64.1	}
4		68.0	60.0	}
			to	}
			77.0	}
5		83.0	81.0	}
			to	}
			85.0	}
6 and over		92.3	83.0	}
			to	}
			101.0	}
	<u>Females.</u>			
0		33.0		
1		44.4		
2		46.7		
3		49.3		
4		56.4		
5		61.5		
6 and over		70.7		

Y.L.

D. Hamilton is probably with Mr. Beaton & so could not come in with him for Mr. Co. but he returned - apart from accepting the views of the Technical advisors to the Compt. in 1916. There is nothing further to be done.

K.H.

24/2.

D. writes his views as point at XX when he comes in - prima facie the request appears reasonable.

MC 24/2.

Co

133 provides no sort of answer to 55 below and I find it extremely unimpressive. X burdens on the unpertinent but I will not bother to reply to it.

MC 7/3.

K.I.V. 138 for discussion with D. Hamilton - I will deal with it on return.

Y.L.

D. Hamilton says:

"The output from 4th year bulls would be expected to be substantially less than that from older animals, also the difference between cows and immature bulls might not prove to be very conspicuous to the layman - which would not apply in the case of bulls over 4th year."

As the number of animals killed under licence is limited & C.O.E. should expect the greatest possible output the Com

141

service wants he R list only the ones built.

K/s.

9/3.

03.

You have a telegram for him file I think?

me 10/iv

0497/II

DECODE.

No. 52.

TELEGRAM.

From Wood, Colonial Development Corporation.

To His Excellency the Governor.

Despatched: April 7th 19 49 Time: 18.48.

Received: April 8th 19 49 Time: 09.30.

No.051. Please refer to my letter January 13th Sealing Licence.
Preparations far forward. 2 vessels purchased and refitting. Factory
equipment being assembled. Grateful your reflection on size or age
limit.

Reply at III

WOOD, VELOP.

G. T. C.

LJH

M.C.S.
B.
Conventions of licence granted to L.S. & O Sealing Co.
in 1936 are filed at (151) flagged in ^{13/13} ~~13/13~~ attached. pl.
72" MC. "%.
M.C.S.
9. 11. 49

the reply submitted.

K.H.

12/14.

mc 12/iv

DECODE.

TELEGRAM.

From His Excellency the Governor.

To Wood, Colonial Development Corporation.

Despatched: April 14th 19 49 *Time:* 11.40.

Received: 19 .. *Time:*

¹⁰⁹
Your telegram No. 051. Consider minimum length 72 inches for
surplus males would be most practical solution. Pleased to learn
advanced stage of preparations.

See 112

GOVERNOR OF THE FALKLAND ISLANDS.

G. T. C.
LJH.

DECODE.

No. 38.

TELEGRAM.

142

From The Colonial Development Corporation.

To His Excellency the Governor.

Despatched: April 21st 19 49 *Time:* 19.05.

Received: April 22nd 19 49 *Time:* 09.30.

111
No. 075. Your telegram 14th April. 72 inch minimum length acceptable initially on understanding position may be reviewed in light of operational experience. Grateful for issue of licence if you have not already so.

VELOP.

G. T. C.
LJH.

143

DECODE.

TELEGRAM.

No. 43.

From Colonial Development Corporation.

His Excellency the Governor.

Despatched : April 27th 19 49 *Time :* 16.10.

Received : April 28th 19 49 *Time :* 09.30..

No. 080. We understand foreshore site at Albemarle Bay is not now required by applicant whaling licence. Grateful if you would inform whether you have any objection our applying to Falkland Islands Company for Albemarle lease for sealing factory as originally applied for by Tilbury. Falkland Islands Company is prepared to grant lease.

Reply at 146

VELOP.

G. T. C.
LJH.

144

4B.

143. Lease of Aldenham expired in 1929 (lease is 525/24' attached) therefore H.C. now holding as freehold tenants.

In any event in the condition of lease that land is to be used solely for personal purposes.

Consequently H.C. cannot grant lease for purposes required.

2. Another case of the Com. concerning the land as

there is

3. H.C. reply submitted - pl

K/H

29/4

Issue.

(Incidentally Eulbury stated site was no use for his purpose) MC 29/IV

Yes - it is about 1/2 mile long
does extend
that they have
no rights in it
that over.

MC 2/V.

1st May, 1949

Dear Bennett,

133

Your letter 19761/54/2/48 about the Tilbury-Ryan fiasco, on the merits of which we must agree to differ, repeats that the Colonial Development Corporation is definitely interested in whaling. I have heard nothing from them however except, a day or two ago, a telegram implying that they wished to acquire the Albermarle site for the Tilbury venture and that the Falkland Island Company was prepared to lease it to them; this hardly supports your ^{belief.} ~~view.~~ As to their proposition, the F.I.C. are merely tenants at will at Albermarle, have no rights in the land whatever and I do not intend to part with it for any other purpose than whaling. Nor would I favour any CDC-sponsored whaling venture with which Tilbury might be associated; if they are seriously interested they should come to a jam with, say, United Whalers (since they are not prepared to negotiate with Ryan); whaling is a ^{very} ~~highly~~ ^{and highly specialised} organised business and they will merely burn their fingers if they try and gate-crash this market with Tilbury whose experience is confined to having been an Able Seaman on Salvesen's ships.

I don't quite follow the last sentence of your letter. A decision having been reached, albeit over my head, I have accepted it and cannot conceive why you should consider it necessary to mention possible consequential relations between the Corporation and myself. I must however confess to a certain feeling of cynicism when reminded, as I have been on several occasions recently, of the need to develop the economic resources of the Colony.

J. S. Bennett Esq
The Colonial Office

Yours sincerely
Miles Bluffad.

DECODE.TELEGRAM.*From* His Excellency the Governor.

Colonial Development Corporation.

Despatched : April 30th 19 49 *Time :* 11.50.*Received :* 19 .. *Time :*

143
Your telegram No. 080. Falkland Islands Company is only yearly tenant of Albemarle land being held for pastoral purposes only and Company therefore cannot grant lease.

2. Have earmarked this site for whaling project and am not inclined to vary intention unless I can be assured that your proposition will be of greater advantage to Colony.

See 148

GOVERNOR OF THE FALKLAND ISLANDS.

G. T. C.
LJH

147

Y.E. The seeking prince submitted: pt.

Rh.

4/5.

CO

There are one or two points in the Lease which
we had better discuss. There should certainly be a limit at
Signy; we shd. ask Laws? MC 4/

~~MC~~

Y.E. is sending a letter to Laws - pt submitted 1/21

Rh.

5/5.

Issue. Mc. 5/v.

DECODE.

TELEGRAM.

148

From WOOD VELOP

To H.E. THE GOVERNOR

Despatched : 4th May 1949 Time : 1900

Received : 5th May 1949 Time : 1000

Personal for Governor from Sir Ernest Wood Controller
operation^s.

146

Grateful for your telegram 30th April. Since when have reviewed whole project with conclusion best success only possible if southerly site involves less passage-making to haul ground chosen base of operations. While recognising your earmarked site Albemarle for possible whaling, is it possible to accommodate your sealing project this locality either Albemarle west arm or extreme north west arm or likely location in bay? Our total required area only 10 acres. Most grateful your early favourable consideration and hope to see you on your forthcoming visit United Kingdom.

Reply X 159 WOOD VELOP

G.T.C.
MICA.

CS

There is good sense in this and Mr. T. should have seen it for himself; we sent him there and he said it was no good. It may on the other hand be a Telugu inspired gesture to get his foot with

149

whaling to which I am most averse. He does not carry enough
guns. ? Compose. You will discuss with AO?

mc 7/v

DECODE.

TELEGRAM.

From His Excellency the Governor.

Laws Base H. repeat Fuchs Base E.

Despatched : May 6th 19 49 Time : 09.30.

Received : 19 .. Time :

Please advise on number of bull elephants which could be killed annually at Signy without undue depletion of stock and on limitation in size or age below which they should not be killed.

Reply at 152

G. T. C.

GOVERNOR
060930.

bu
his
th
7K

Cop for H.E. the Governor



Ref/549/466

5th May 1949

Peter R.H. Tilbury Esq.
Sayesbury House
SAWBRIDGEWORTH
Herts.

Dear Sir,

Enclosed please find statement of your account on our books to the end of April last, which we trust you will find to be correct.

A few days ago H.E. the Governor enquired of us whether we knew when your expedition would be likely to sail. We had to reply to the effect that we had had no news from you since Jan. last, but that Mrs. C. Dundes had informed us she had had a telegram from her husband which led her to think that the expedition would be two months later than originally thought.

But that we had heard from Mrs. H. Robson that she had had a telegram from her son which said "expect to sail end of May."

Today we again saw Mrs. C. Dundes and she informs us that another member of the crew has cabled to an aunt that the expedition sails about 15th June.

We do not consider it at all satisfactory that we have not been kept advised of alterations in the "estimated date of departure" - while connections of the crew receive messages which may or not be reliable.

May we suggest that it would be an act of courtesy to the Governor here to keep him advised, either through the Colonial Secretariat, or through us, as to the progress of the fitting out etc. and possible dates of departure and arrival here.

Yours sincerely,
p.p. Estate Louis Williams.

[Handwritten signature]
B6 12/5/49
M.G. 1/5

F+P.A. MC 5/v.

DECODE.

152

TELEGRAM.

From LAWS BASE H

To SECFIDS STANLEY

Despatched : 7th May 1949 Time : 1500

Received : 8th May 1949 Time : 1000

150

Your 060940. Total number bulls hauled out at Signy approximately 3000 all classes. Breeding population estimated 200. Maximum kill to maintain stock is 150 and as replacement migrant population uncertain 100 annual census. Kill should be confined to bulls over 9 feet nose to tail that is to say above 3 years. Would strongly advise against commercial seal fisheries.

LAWS

071200Z

G.T.C.
MMCA.

File Tilbury Sealing project & B.U.

(Intd) M.C. 8/v.

153

4/5.

4/5 1/10 1/10 submitted as instructed.

1/10.

10/5.

Chambers. Me. 10/5

154

GOVERNMENT HOUSE,

STANLEY.

10th May, 1949.

Dear Wood,

155-158

I am now enclosing draft sealing licences for the Falkland Islands and Signy Island.

With regard to the latter the original discussion took place when no information was available as to the practicable possibilities of sealing. I have now received a report from the biologist who, for the past two years, has been studying seals at Signy; he tells me that the breeding population is estimated at not more than 200, that the maximum kill to maintain stock should be limited to 150 and that the kill should be confined to bulls over nine feet in length. He advises very strongly against the issue of a licence. This report may persuade you that the Signy venture is not worth your consideration.

I anticipate being home in July when we can discuss this and other matters.

Yours sincerely,

(sgd) MILES CLIFFORD

Reply at 160

Sir Ernest Wood,
Colonial Development Corporation.

WHL.

SEALING LICENCE

A Licence under Section 5 of the Seal Fishery (Consolidation) Ordinance 1921 is hereby granted to ~~Colonial Development Corporation~~ *South Atlantic Sealing Company* to take seals mentioned in and subject to the following terms and conditions:-

1. The licence shall be in force for fifteen years from 1st April, 1950 and may be renewable annually thereafter.
2. An Annual Licence fee of £150 shall be paid on the 1st day of November in each year.
3. The licence shall be valid in the Falkland Islands for sea lions and sea elephants only.
4. No more than 9,000 sea lions and not more than 2,000 sea elephants shall be killed in any one season.
5. Sea lions and sea elephants shall be killed only between 1st April and 31st December in each year.
6. No male sea lion less than 72" in length shall be killed.
7. No female sea lion or sea elephant shall be killed.
8. Seals shall not be driven long distances and shall be killed in a humane manner.
9. The whole carcase of every seal killed shall be utilised for the extraction of oil, liver oil, the production of guano, meat meal and other marketable products and shall make guano and meat meal products available to local farmers at commercial prices.
10. Full returns shall be made monthly, annually and when required showing the number of seals killed; the localities from which taken, the amount of oil and other products (separately) obtained and such other *reasonable* information as may be required.

But. That such numbers may be reviewed annually by the Governor

No limit on size for sea elephant? 108" as for Sigs?

11. All operations shall be subject to the supervision of a sealing officer appointed by the Governor who shall be fully maintained at the cost of the licensee on board any vessel or vessels employed by the licensee.
12. The licensee shall not enter on any private land other than for the purpose of killing or trying out seals.
13. The licensee shall (as far as possible) employ local labour.
14. This licence is not transferable and is subject to cancellation upon breach of any one of the condition thereof.

K. W. M. C.

Colonial Secretary.

COLONY OF THE FALKLAND ISLANDS.

SEALING LICENCE

A licence under Section 5 of the Seal Fishery (Consolidation) Ordinance 1921 is hereby granted to *South Atlantic Sealing Company*
~~Colonial Sealing Company~~ to take seals mentioned in and subject to the following terms and conditions:-

1. The licence shall be in force for fifteen years from the 1st of November, 1949.
2. An annual licence fee of £100 shall be paid on the 1st day of November in each year.
3. The licence shall be valid for surplus bull elephants *in the Falk Islands* ~~at Signy Island~~ only in the Dependencies.
4. Bull elephants shall be killed only between 1st November and the next following 1st March.
5. No elephant less than 108" */bull* shall be killed.
6. No female sea lion or sea elephant shall be killed.
7. Seals shall not be driven long distances and shall be killed in a humane manner.
8. The whole carcase of every seal killed shall be utilised for the extraction of oil, liver oil, the production of guano, meat meal and ^{or} other marketable products.
9. Full returns shall be made monthly, annually and when required shewing the number of seals killed; the localities from which taken, the amount of oil and other products (separately) obtained and such *reasonably* other information as may be required.
10. All operations shall be subject to the supervision of a sealing officer appointed by the Governor who shall be fully maintained at the cost of the

licensee on board any vessel or vessels employed by the licensee.

11. The licensee shall not enter on any private land other than for the purpose of killing or trying out seals.

12. The Licensee shall (as far as possible) employ local labour.

13. The licensee may during the currency of this licence use the land station at Signy Island for the purpose only of treating seals.

14. This licence is not transferable and is subject to cancellation upon breach of any one of the conditions thereof.

Colonial Secretary.

Officers
Please note this for
discussion by the whole in
the Licence
L.H. Jacobs
11/5/49

A. C. S.

noted on schedule, p.1

W.H. 11/5/49

PA
L.H.
12/5

159

A

Y.F.

148. A.D. sees no objection to site suggested: the old sealing company operates from P.E. area.
2. Considered it would be best to temporarily seal off the site submitted nearby.

L.H.

16/5.

Issue let. at once.

B.

Which side does A.D. suggest? We want to keep them away from whatever is the best site (i.e. deepest water) for whaling.

Mc. 14/5

Y.F.

A.D. suggests that the same situation arose with the old sealing company when Salvagers had a run with P.E. and consequently the sealing company has since on P.E. area moving to N.W. for whaling - the deepest water being there.

2. Willing could take over that site? After of course negotiation with the sealing company.

L.H.
26/5.

Accey.

Mc. 26
—V

PA L.H.
26/5

159

DECODE.

TELEGRAM.

From Colonial, Secretary.

Colonial Development Corporation.

Despatched : May 18th 19 49 Time : 15.30.

Received : 19 .. Time :

Personal for Sir Ernest Wood from Governor begins:-

Your telegram ¹⁴⁸4th May. Appreciate argument and examining
possibility. Will discuss on forthcoming visit. Ends.

COLONIAL SECRETARY.

G.T.C.
LJH

KIV.

159^B?

159^B

COLONIAL DEVELOPMENT CORPORATION

33, DOVER STREET
LONDON, W. 1

OPS/1

11th June, 1949

Officer Administering the Government,
Government House,
Falkland Islands.

Sir,

I have for acknowledgement Sir Miles Clifford's personal letter to me of the 10th May with which were enclosed draft sealing licences for the Falkland Islands and Signy Island.

I note that your biologist is rather pessimistic in regard to the sealing prospects on Signy Island. We have had many conflicting reports in regard to the whole area of the South Orkneys and it is obvious that much careful investigation is still needed. I can, however, assure you that neither this Corporation nor any of its associates has the least intention of undertaking active sealing operations in that, or any other, area until such time as they have satisfied not only themselves but also your Government that the seal population is adequate to sustain indefinitely a commercially profitable enterprise.

It is with these principles well in mind that Mr. Tilbury, with whom we are associated, originally applied to you for a sealing licence for the South Orkneys, and it is our intention during 1950 and 1951 to carry out extensive investigations throughout the whole of this area with a view to a possible start of active operations in 1952. It is, therefore, essential that the licence cover the whole South Orkneys area and not Signy Island only as appears to be expressed in Clause 3 of the draft sealing licence. Although it was suggested that Signy Island should be the site of the land station yet I have always been under the impression that we had already agreed that the licence should cover operations throughout the whole group. I also feel that in equity no licence fee should be payable until such time as active operations are in fact begun.

I would request that the licences be amended to cover also the following points:-

- (a) Falklands Licence Clause 4. The draft licence sets a definite and permanent limit upon the kill in any one season, namely 9,000 sea lions and 2,000 sea elephants, but it was agreed that these figures should be subject to annual revision. (Your cable of 16th December 1948 and ours of 11th and 21st December refer.)

/(b)



155 & 154

- (b) Falklands Licence, Clause 9, S. Orkneys Licence, Clause 8. The word "and" before "other marketable products" should presumably read "or"; we cannot guarantee that every seal will produce all the by-products.

155 & 154

- (c) Falklands Islands Licence, Clause 10, S. Orkney Licence, Clause 9. It is requested that the word "reasonable" be inserted between "other" and "information" in the last sentence of the clause.

- (d) Although we have no objection to our operations being supervised by a sealing officer, we do not feel that the maintenance of this officer is an appropriate charge on the enterprise nor one for which a precedent exists.

I hope to see Sir Miles in London shortly and shall take the opportunity of mentioning these points to him. I also hope to discuss with him and bring to a final conclusion the question of a location in the Albemarle Bay area.

I am, Sir,

SIR E. WOOD
Controller of Operations

162

M.H.

160 f. pl.

No action as H.E. has discussed with Sir G. Ward?

K.H.

5/7.

C.S.

I agree. H.E. will probably be writing us D/O
after his London consultations. BU. 2 weeks.

R.H.
5/7.

BU 5/7
K.H.
5/7

163

COLONIAL DEVELOPMENT CORPORATION

33, DOVER STREET

LONDON, W. 1

OPS/

20th July 1949.

The Officer Administering the
Government,
Government House,
Falkland Islands.



Sir,

I would refer you to my letter of the 11th June, concerning the draft licences which you had sent to us in connection with the Corporation's sealing undertaking in the Falkland Islands and the South Orkneys. In that letter I indicated that I hoped to see Sir Miles Clifford in London and would take the opportunity of discussing with him the points mentioned in my letter. This conversation has now taken place, and I am glad to say that after a full exchange of views we found ourselves entirely in agreement. As a result, I wrote to Sir Miles on the 15th July, setting out my understanding of the points which had been settled between us: for your information I attach a copy of this letter and a copy of his reply in confirmation.

Mr. P.R.H. Tilbury, the General Manager of this undertaking on behalf of the Corporation, will be leaving this country with his two vessels late in August, and I have requested him to get in touch with you as soon as possible after his arrival and make arrangements for a survey of Albemarle Bay with a view to determination of the exact site to be used for the shore base and factory. You will appreciate that it is desirable that construction work be put in hand at the earliest moment, and I am sure Mr. Tilbury can count upon your fullest assistance in this connection.

I look forward to receiving, in due course, the licences in their final form.

I am, Sir,

Wood

SIR E. WOOD
Controller of Operations

Reply at 167

bb
ch
H

164

165

.....

160

OPS/1

15th July, 1949.

Sir G. Miles Clifford, C.M.G., O.B.E.,
The East India & Sports Club,
16 St. James' Square,
London, S.W.1.

Dear Sir Miles,

160 Today, the 15th July, we had a discussion on the points contained in my letter OPS/1 dated the 11th June, which had been addressed to your Government and no doubt received in the Falkland Islands after you had commenced your journey to this country. For your personal record I enclose a copy of that letter. At the conclusion of our discussion I agreed to send you this letter, setting down my understanding of the results, on which you promised your confirmation or further comments if called for. Against the possibility of your desiring to send a copy of this letter to the Officer officiating during your absence, an additional copy is enclosed.

2 The agreement we reached in discussion was as follows:-

- (a) The relevant licence would be for "the South Orkneys" and not be restricted to "Signy Island".
- (b) The Falklands licence should be worded to provide that the limitation on the annual kill will be subject to annual revision by the Governor.
- (c) The words "and/or" will be substituted for the word "and" in Clause 9 of the Falklands licence and in Clause 8 of the S. Orkneys licence.
- (d) In Clauses 10 and 9 ibid the word "reasonable" will be inserted before "information".
- (e) C.D.C. agree to meet all such reasonable and proper costs of the Government Inspector as are customarily paid by whaling operators; we understand these should not exceed £300 or £400 per annum.
- (f) It is agreed that the Company (to be known as the "South Atlantic Sealing Company") will be granted a suitable site for its operations in the Albemarle Bay.
- (g) C.D.C. would have no objection to local participation in the share capital when the appropriate stage has been reached.

I hope you will be able to confirm the foregoing.

Yours sincerely,

SIR E. WOOD. (signed)

Controller of Operations.

encs:

COPY

165
29, St. James's Street,
S.W.1.

16th July, 1949.

Dear Wood,

164
Thank you for your letter OPS/1 of 15th July and its
enclosures.

I confirm para 2 (a) to (g) in toto.

Yours sincerely,

MILES CLIFFORD (signed)

Sir Ernest Wood,
Controller of Operations,
The Colonial Development Corporation.

166

office.

Lat 155/8 f.s. pl.

12th August,

49.

Sir,

163
168-171
I am directed by the Officer Administering the Government to acknowledge the receipt of your letter of the 20th of July, 1949, and to forward herewith licences incorporating the agreed amendments. The granting of a site at Ablemarle Bay has not been included in the licence as this, you will agree, must be the subject of a lease to be prepared upon the site being determined.

2. You may rest assured that Mr. Tilbury will receive the fullest assistance.

I am,

Sir,

Your obedient servant,

K. W. M. C.

Acting Colonial Secretary.

Reply at 176

Sir, E. Wood,
Controller of Operations,
COLONIAL DEVELOPMENT CORPORATION

COLONY OF THE FALKLAND ISLANDS.

SEALING LICENCE

A Licence under Section 5 of the Seal Fishery (Consolidation) Ordinance 1921 is hereby granted to South Atlantic Sealing Company to take seals mentioned in and subject to the following terms and conditions:-

1. The licence shall be in force for fifteen years from 1st April, 1950 and may be renewable annually thereafter.
2. An Annual Licence fee of \$150 shall be paid on the 1st day of November in each year.
3. The licence shall be valid in the Falkland Islands for seal~~s~~ lions and sea elephants only.
4. No more than 9,000 sea lions and not more than 2,000 sea elephants shall be killed in any one season. Provided that such numbers may be reviewed annually by the Governor.
5. Sea lions and sea elephants shall be killed only between 1st April and 31st December in each year.
6. No male sea lion less than 72" in length shall be killed.
7. No female sea lion or sea elephant shall be killed.
8. Seals shall not be driven long distances and shall be killed in a humane manner.
9. The whole carcass of every seal killed shall be utilised for the extraction of oil, liver oil, the production of guano, meat meal and/or other marketable products and shall make guano and meat meal products available to local farmers at commercial prices.

Sea lions
1st May - 30th Apr
Elephants 1st Nov
to 15th January.
1 month's
extension - See
275 in Vol III

10. Full returns shall be made monthly, annually and when required shewing the number of seals killed; the localities from which taken, the amount of oil and other products (separately) obtained and such other reasonable information as may be required.

11. All operations shall be subject to the supervision of a sealing officer appointed by the Governor who shall be fully maintained at the cost of the licensee on board any vessel or vessels employed by the licensee.

12. The licensee shall not enter on any private land other than for the purpose of killing or trying out seals.

13. The licensee shall (as far as possible) employ local labour.

14. This licence is not transferable and is subject to cancellation upon breach of any one of the conditions thereof.

K. Bunter
Colonial Secretary.

SEALING LICENCE.

A licence under Section 5 of the Seal Fishery (Consolidation) Ordinance 1921 is hereby granted to South Atlantic Sealing Company to take seals mentioned in and subject to the following terms and conditions:-

1. The licence shall be in force for fifteen years from the 1st of November, 1949.
2. An annual licence fee of £100 shall be paid on the 1st day of November in each year.
3. The licence shall be valid for surplus bull elephants in the South Orkneys only in the Dependencies.
4. Bull elephants shall be killed only between 1st November and the next following 1st March.
5. No bull elephant less than 108" shall be killed.
6. No female sea lion or sea elephant shall be killed.
7. Seals shall not be driven long distances and shall be killed in a humane manner.
8. The whole carcase of every seal killed shall be utilised for the extraction of oil, liver oil, the production of guano, meat meal and/or other marketable products.
9. Full returns shall be made monthly, annually and when required shewing the number of seals killed; the localities from which taken, the amount of oil and other products (separately) obtained and such other reasonable information as may be required.
10. All operations shall be subject to the supervision of a sealing officer appointed by the Governor, who shall be fully maintained at the cost of the

licensee on board any vessel or vessels employed by the licensee.

11. The Licensee shall not enter on any private land other than for the purpose of killing or trying out seals.

12. The Licensee shall (as far as possible) employ local labour.

13. The Licensee may during the currency of this licence use the land station at Signy Island for the purpose only of treating seals.

14. This licence is not transferable and is subject to cancellation upon breach of any one of the conditions thereof.

K. Hunter

Colonial Secretary.

172.
Y.H.

A.

63 on f. pl.

Kb.
3/8

C.S.

5

Seen t.g. Pl: b.v. one month.

P. 15/8.

Bv 15/9

Kb
12/4

Saving.

19761/54/2/49

0497/11

173

From the Secretary of State for the Colonies.

To the Officer Administering the Government of Falkland Islands

Date 25 July, 1949

No. 100 Saving. CONFIDENTIAL



Your telegram No. 508 of 15th December, 1948.

Sealing licence for Colonial Development Corporation.

174

I enclose, at the request of Sir Miles Clifford, a letter in original addressed to him by Sir E. Wood, Controller of Operations, Colonial Development Corporation. Sir Miles Clifford has replied to Sir E. Wood agreeing with the terms of paragraph 2 of his letter.

C.S. We have already got this, I think.

SECEP.

D. 2078.

and replied 167
K.H.
29/8

K.A.

COLONIAL DEVELOPMENT CORPORATION

33. DOVER STREET,
LONDON. W.1.

OPS/1

15th July, 1949.

Sir G. Miles Clifford, C.M.G., O.B.E.,
The East India & Sports Club,
16 St. James' Square,
London, S.W.1.

Dear Sir Miles,

Today, the 15th July, we had a discussion on the points contained in my letter OPS/1 dated the 11th June, which had been addressed to your Government and no doubt received in the Falkland Islands after you had commenced your journey to this country. For your personal record I enclose a copy of that letter. At the conclusion of our discussion I agreed to send you this letter, setting down my understanding of the results, on which you promised your confirmation or further comments if called for. Against the possibility of your desiring to send a copy of this letter to the Officer officiating during your absence, an additional copy is enclosed.

2. The agreement we reached in discussion was as follows:-

- (a) The relevant licence would be for "the South Orkneys" and not be restricted to "Signy Island".
- (b) The Falklands licence should be worded to provide that the limitation on the annual kill will be subject to annual revision by the Governor.
- (c) The words "and/or" will be substituted for the word "and" in Clause 9 of the Falklands licence and in Clause 8 of the S. Orkneys licence.
- (d) In Clauses 10 and 9 ibid the word "reasonable" will be inserted before "information".
- (e) C.D.C. agree to meet all such reasonable and proper costs of the Government Inspector as are customarily paid by whaling operators; we understand these should not exceed £300 or £400 per annum.



Mr. Gaila.

I have replied accepting para 2 in toto.
Please forward as it stands to Raymer.

/(f)

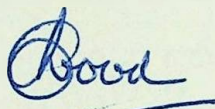
Mc. 16/vii. 49.

250

- (f) It is agreed that the Company (to be known as the "South Atlantic Sealing Company) will be granted a suitable site for its operations in the Albemarle Bay.
- (g) C.D.C. would have no objection to local participation in the share capital when the appropriate stage has been reached.

I hope you will be able to confirm the foregoing.

Yours sincerely,



SIR E. WOOD
Controller of Operations

encs:

15/9/49
17/9/49
17/9/49
(1728)

COLONIAL DEVELOPMENT CORPORATION

33, DOVER STREET
LONDON, W. 1



OPS/2

5th September, 1949.

Acting Colonial Secretary,
Colonial Secretary's Office,
Stanley, Falkland Islands.

Sealing Licences

Sir,

167 I have to acknowledge your letter No. 0497/II dated 12th August, 1949 addressed to Sir Ernest Wood, Controller of Operations, enclosing the final copies of the sealing licences incorporating the agreed amendments.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "R.D.J. Walker".

R.D.J. WALKER
Executive Assistant to
Controller of Operations

PAK 9/9

177

EXTRACT FROM "DISCUSSIONS AT THE COLONIAL OFFICE".

17 SEP 1942

Original filed in 0762.

XI. Sealing

0497/II

Licences for F. Is and Sign Is.
(Sir Ernest Wood - C.D.C.)

Discussed with Sir E. Wood.

PA 1/1
5/10

I have to acknowledge your letter No. 0497/II dated 14th April 1942, and in reply to inform you that the matter has been referred to the Committee on the Sealing of the Islands, and that the Committee has recommended that the sealing of the islands should be carried out by the local authorities, and that the Committee has recommended that the sealing of the islands should be carried out by the local authorities, and that the Committee has recommended that the sealing of the islands should be carried out by the local authorities.

Executive Assistant to
Controller of Operations



178
ADDRESS ALL CORRESPONDENCE
TO THE MANAGER

ESTABLISHED 1863

SUCCESSORS TO CHAS WILLIAMS

ESTD 1863

0497
GENERAL MERCHANTS

Ref/1149/1200-

PORT STANLEY
FALKLAND ISLANDS.

RADIO ADDRESS
"WILLIAMS"
CODES USED:
BENTLEYS
A.B.C. 5TH ED.
A.I.

AGENCY of the SOUTH ATLANTIC SEALING Co., Ltd.
(Care of E.L.W. as above).

Stanley, 25th November 1949.

Sir,

I refer to our conversation of today in regard to the site I have selected for the establishment of the plant, jetty, quarters etc. for the new Sealing Station that my Company will set up.

179 /
The site is on the Southern Shore of the creek named WEST ARM, inside Port Albermarle as shewn on the Admiralty Chart No. 1874 (331-47) as surveyed by Commander W. Robinson 1842, with corrections and additions to Dec. 1883.

Pa 148
The area required my me is One hundred acres (more or less) and if possible I should like to obtain a Lease for 50 years (renewal for a further 49 years at the option of myself or my successors) rent payable yearly in advance.

I, or my successors, would undertake the erection, as soon as possible, of a perimeter fence of suitable type sufficient to enclose the area built upon (i.e. not necessarily the full 100 acres.

Hoping that the reply may be favourable, I have the honour to be, Sir,

Your obedient servant

for and on behalf of SOUTH ATLANTIC SEALING
Co., Ltd.

J. B. Albury
Director

The Hon.
The Colonial Secretary
Stanley
Falkland Islands.

Recd 21/12/49

NOT TO SCALE

Soundings in Feet.

A. Actual site of station.

52° 13' 14" S.

60° 28' 49" W.

(approximately).

WEST ARM.

42

42

m

JETTY WILL BE ERECTED ON THIS LINE
OF BEARING 073(T)

26

36

10

16

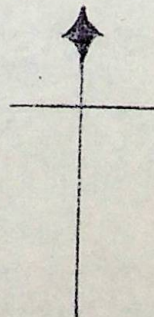
10

s

850 yards

850 yards.

True
North.



550 yards

300 yards.

No. 525/24

C O P Y

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

*Copy filed in
525/24 - Provisional.*

COLONIAL SECRETARY'S OFFICE,

STANLEY, FALKLAND ISLANDS,

31st January, 1948.

Sir,

I am directed by the Governor to confirm my statement in conversation with your Managing Director Mr. L.W.H.Young on 22nd January, 1948, to the effect that your Company is permitted to hold the land at Albemarle as comprised in the Crown Lease to William Markham Dean and the Executors of Orissa Catherine Ann Dean dated 14th December, 1936, as tenants from year to year at the rent and subject to the conditions contained in that lease: that Government has no intention of selling that land: and that it is possible that part of the land comprised in that lease may be required in the near future for use by a whaling company.

2. I am to ask you to confirm the understanding that your Company will be prepared, in the event of the land being required, to agree to its immediate excision from the land held by your Company under paragraph 1 of this letter.

I am,

Sir,
Your obedient servant,

The Manager,
Falkland Islands Coy., Ltd.,
STANLEY.

(Sgd) A.B.MATHEWS,
Colonial Secretary.

MA.

The Falkland Islands Company, Limited.

(INCORPORATED BY ROYAL CHARTER 1851)

REGISTERED 1902.

AGENTS FOR LLOYDS.

TELEGRAMS "FLEETWING PORTSTANLEY" VIA RADIO.

Stanley

25th November, 1949.



Sir,

We beg to revert to your letter No. *525/34* dated 31st January, 1948 and request that if a portion of the Albemarle reserve is leased for the purpose of sealing, the Sealing Company be restricted from keeping dogs.

I am,

Sir,

your obedient servant,

J. G. Cruick
for Manager.

The Honourable

The Colonial Secretary,

Stanley.

D. 28/11/49
a file H.

Copy filed in 525/24 -
Provisional.

180

60/11/49 A
Booked for
ad. 22/2/49

121
Agricultural Officer }
Registrar

Page 178. Please read your views as to this site & then a better site in the Allendale vicinity?

H.C.S.

I have checked the site on the chart specified on 178

& find this site on Government Land.

where as the most desirable sight site I am informed is due West of the words "Allendale" on the same chart

Harbour
which is not on Government ground.

The land enclosed on 179. (attached) by the dotted lines is approximately 100 acres & the total including the creek some 146 acres.

I have no objection to this site being so taken & used, although originally I had thought only 10 acres was required as stated at 178

John P. Blair
D.O. 1/11/48

Hon. Col. Sec.

Seemingly the best sight available on Crown Land has been chosen.

H. B.
Registrar
3-XII-49.

A.C.S.

Pl let me have files dealing with F.I.C.'s yearly lease of Govt reserve round Albernake area. Mr Bennett thinks they may be files N. 905/21 ~ 525/24, or later papers. As far as he can discover F.I.C. have held on a yearly basis since 1939.

5/12/49

Register.

Assuming that it is agreed to lease the land to Mr Tilbury what would you recommend as the term of the lease. He asks for 50 years, but it cannot be classed as Town land, and the maximum for country land is 21 years. Any objection to giving him a 21 year lease?

1) What annual rent would you suggest for the 100 acres asked for?

5/12/49.

Hon. Col. Sec.,

1. I see no objection to a 21 years lease, unless there are other projects in view.
2. I suggest annual rental of £50 for the 100 acres reserving the right to review this figure at a later date.
3. I would further suggest that a corresponding reduction (acorage) is made in the renewal of the J. J. Co's. lease of the Brown Land at Port Albernake.
4. Dean Co. sublet the site of the old seal station to the Falkland Islands and Dependencies Sealing Co. Ltd. at the rate of £100 p.a., and paid government £90. 13. 4. p.a. for 21,760 acres.

J.P.B.

R.G.

6. XII. 49

Y.E.

p. 178. Mr. Tilbury offers for a lease of 100 acres in West Arm near Albenacle. His sketch map at p. 179 gives the detail and the other sketch map at back cover gives an idea of the relation of the site to the Albenacle area in general.

2) A.O. has recorded his opinion at p. 181 that the best site (K.I.V. for Whaling Co.) is at the top of Albenacle Harbour proper (see sketch map at back cover).

Substantly not -
p. 170 we have
stipulated 15 years.

3) Mr. Tilbury asks for a 50 years lease. The Land Ordinance sets a term of 21 years for leases of country land, so he can't have 50 years. As I understand that 21 years is now the normal term for leases to whaling coys in S. Georgia, I would recommend that we give Mr. Tilbury the same here.

aque

4) As to rent to be charged annually, the only requirement in the Land Ord. is that we should not charge less than 1^d per acre. In conversation Y.E. mentioned the figure which Mr. Pomeroy will charge the Freezer as a suitable yardstick, but I do not yet know what that figure is. We charge ~~Saham~~^{Pesca} £250 p.a. in S. Georgia for 500 acres. I submit that we don't want to be too hard on a newly formed company, but at the same time if the lease is for 21 years we should not put the figure too low. I suggest £1 per acre. = £100 p.a.

reasonable

had. have
and that 50
was ample.

5) Mr. Tilbury may change his mind and ask for less than 100 acres. He originally intended, I know, to ask for 50 only. If he should decrease his requirement, I suggest that £1 per acre should still be the figure.

6) The F.I.C. have informed us verbally that, as present lessees, they would have no objection to the grant of this lease to Mr. Tilbury other than that stated at p. 180. I suggest it be made a condition of the lease that Mr. T. keeps any dogs under proper control, and fences in his land straight away.

7) I agree with the Registrar that a corresponding reduction should be made in the F.I.C.'s lease, and, I think, in their rent, though as I mentioned to Y.E. this morning I believe there to be a case for a separate

8) Mr. Tilbury is naturally anxious to get his lease signed as soon as possible, because he has 200 tons of cargo on the "Fitzroy", which is due to be landed on the site.

9) Affirm lease of area asked for for 21 years at rent of £1 per acre per annum, subject to conditions noted in para 6 above?

App^d - if you consider there is reason to vary 170 -

6/12/49.

Thankyou. I don't think we can give him a blank cheque for the South Orkneys - there should be a time limit?

M.C. 7/XII

para 2

Note 174/e — there is a corresponding revenue item in the Est^d?

note

Controller of Customs shd. see 168-171 and S/F shd. see the Dependence on Customs

Register.

Please prepare a lease for period of 15 years @ rent of £1 per acre per annum, conditions in para 6 & any previous minute to be included.

Early action please.

9/12/49.

Hon. Col. Sec.

Lease No. 24. submitted for signature re.

J.P.B.
R.G.
12. XII. 49.

185

#68

Copy of the lease with letter as in draft of
cover to go to Mr. Tilbury.

13/12

0497/II.

186

It was' see 385 c

13th December,

49.

in 0497/II.

Sir,

178

186

I am directed to refer to your letter 1149/1200 of the 25th of November, 1949, and to forward herewith a copy of the proposed lease in respect of the area of land which you desire. The original is not forwarded at this stage, since it is understood that you will wish to refer the matter to the Colonial Development Corporation first.

2. You will observe that the term of the lease is to be for 45 years. The 50 years for which you asked cannot be granted, since under the provisions of the Land Ordinance the maximum term for a lease of country land is 21 years. The period of 15 years has been chosen to co-inside with the sealing licence already granted to you.

I am,

Sir,

Your obedient servant,

NB. This letter was never riped

See 283 of 0497/III re

less at 6/c of me

(Sgd) MICHAEL R. PALMER,

The Director,

South Atlantic Sealing Co., Ltd., file which

STANLEY.

Colonial Secretary.

enquiries in 1970

on 17/5/62.

WH.



Copy

186a

Folio

EDWARD VII., 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, [REDACTED]

TO ALL TO WHOM THESE PRESENTS COME GREETING:

(1) Insert "made application for" or
"purchased at auction."

(2) "Sections" or "lots."

Whereas the South Atlantic ⁽¹⁾ Sealing Co. Ltd. has made
application for a lease of ⁽²⁾ 100 acres at West Arm, Port Albermarle

Place (3)

Port Albermarle

We of our special Grace do by these Presents for Us, Our Heirs and
Successors, lease unto the said South Atlantic Sealing Co. Ltd.
all that lot or parcel of land situate in ⁽³⁾ West Arm, Port Albermarle
containing one hundred acres more or less, and more particularly described
as to Metes and Bounds in the first schedule hereto.

Provided that this lease is granted subject to the reservations, conditions,
and restrictions set forth in the Land Ordinance, 1903, save in so far as
the same are expressly excluded in whole, or in part, and subject to such other
reservations, conditions, and restrictions as are set forth in the second schedule
hereto, and that this lease shall commence on the 1st day of December
1949 and end on the 30th day of November 1964 both days
inclusive, and that a rent of one hundred pounds
shillings and pence shall be paid
in advance on the 30th day of November in every
year during the continuance hereof.

Fifteen Years.

ANNUAL RENT.

£ 100 : - : -

In testimony whereof I hereunto set my hand and affix the seal of the
Colony of the Falkland Islands this 12th day of December
One thousand nine hundred and forty-nine

Governor and Commander-in-Chief.

I hereby renew this lease until the _____ day of _____ 19____

19

Governor and Commander-in-Chief.

I hereby renew this lease until the _____ day of _____ 19____

19

Governor and Commander-in-Chief.

I hereby renew this lease until the _____ day of _____ 19____

19

Governor and Commander-in-Chief.

FIRST SCHEDULE.

METES and BOUNDS.

Lot or Station Brown Land, at West Cove, Port Alifan, West Falkland consisting of _____ sections, or in Town,
containing one hundred _____ acres more or less.

The land (not) having been surveyed is bounded as follows:

On the North by West Arm.

On the East by land leased by the Falkland Is. Co. Ltd. 850 yds.

On the West by land leased by the Falkland Is. Co. Ltd. 850 yds.

On the South by land leased by the Falkland Is. Co. Ltd. 850 yds.

SECOND SCHEDULE.

SPECIAL RESERVATIONS, CONDITIONS and RESTRICTIONS.

(4) The land shall be fenced off forthwith.

All dogs shall be kept under proper control.

The lease shall be subject to the reservations, conditions and restrictions contained in Section 21 (with the exception of Sub-section (d)) of the Land Ordinance 1903 and any Ordinance amending or repealing that Ordinance.

(4) Here insert conditions or "nil."

187

ADDRESS ALL CORRESPONDENCE
TO THE MANAGER

ESTATE LOUIS WILLIAMS

SUCCESSORS TO CHAS WILLIAMS

Estbl 1863

GENERAL MERCHANTS

Ref/1249/1288-

RADIO ADDRESS
"WILLIAMS"
CODES USED:
BENTLEYS
ABC 5TH ED
A.I.

PORT STANLEY
FALKLAND ISLANDS.

Agency of SOUTH ATLANTIC SEALING Co., Ltd.

Stanley, 16th December 1949.

Sir,

Lease of Land at West Arm - Albemarle.

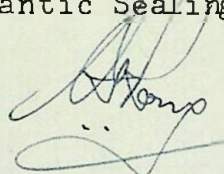
186

I have today received your letter of 13th inst.
(0497/II) addressed to our Director.


I shall make it my duty to send the proposed
Lease to Mr. Tilbury for his information and attention
by first possible opportunity.

Yours faithfully,

for South Atlantic Sealing Co., Ltd.

 Agent.

Hon. Michael R. Raymer, Esq.
Colonial Secretary
Stanley
Falkland Islands.

 file
17/12

524/24
DECODE.

TELEGRAM.

• From WOOD, LONDON.

To THE GOVERNOR, FALKLAND ISLANDS.

Despatched: 11th January. 1950. Time: 1935.

Received: 12th January. 1950. Time: 0900

No 721. Am somewhat disturbed on proposed lease conditions Albermarle. When discussing had freehold in mind and presumed you had also. Land ordinance does not appear deny this course. Are there objections we would give undertaking that should corporation wish to sell some future date we would offer to Crown.

WOOD.

Y.E.

We proposed lease for 15 years. I can't see why they want freehold or why it matters to them.

(Intld) M.R.R.

12/1/50.

Nor I. It is not our policy to part with the very little land we have left: they were proposing to rent at New Island.

(Intld) M.C.

A.C.S.

pps pl.,

(Intld) M.R.R.

13/1/50.

P/L.
S.S.

DECODE.

TELEGRAM.

From THE GOVERNOR'S DEPUTY.

To WOOD, VELOP, LONDON.

Despatched : 25th January.

19 50. *Time* : 1500.

Received :

19 *Time* :

194
Your telegram 11th January. It is against our policy to part with the very little land we have left and I do not see any great advantage to Sealing Company in securing freehold rather than fifteen years lease.

GOVERNOR'S DEPUTY;

P/L.
S. S.

Office *See in a reply 2 192 writing 5th Feb 1901*

Next No. 208 see front cover.

For use in
Cypher
Coding Office
only.

63 ~~7~~ London 50/100 27/1/50 196a

Originators Instructions:
(Indication of Priority,
AIDAC, NOTWT
For Exercise).

INTERCEPT GROUP.

TO:

NLT Crookman. by

FROM:

195 780 your telegram 25th January of
leasehold and not freehold the
basis grateful of the consider
extension of period 33 years land require
for building normal minimum period is 33
years even in London and frequent 66
or 99 years. Suggest 15 years to short

28 JAN 1950

H. H.

Good velop.

Book or Table to be used for

Cyphering or Coding.

Recyphering or Recoding.

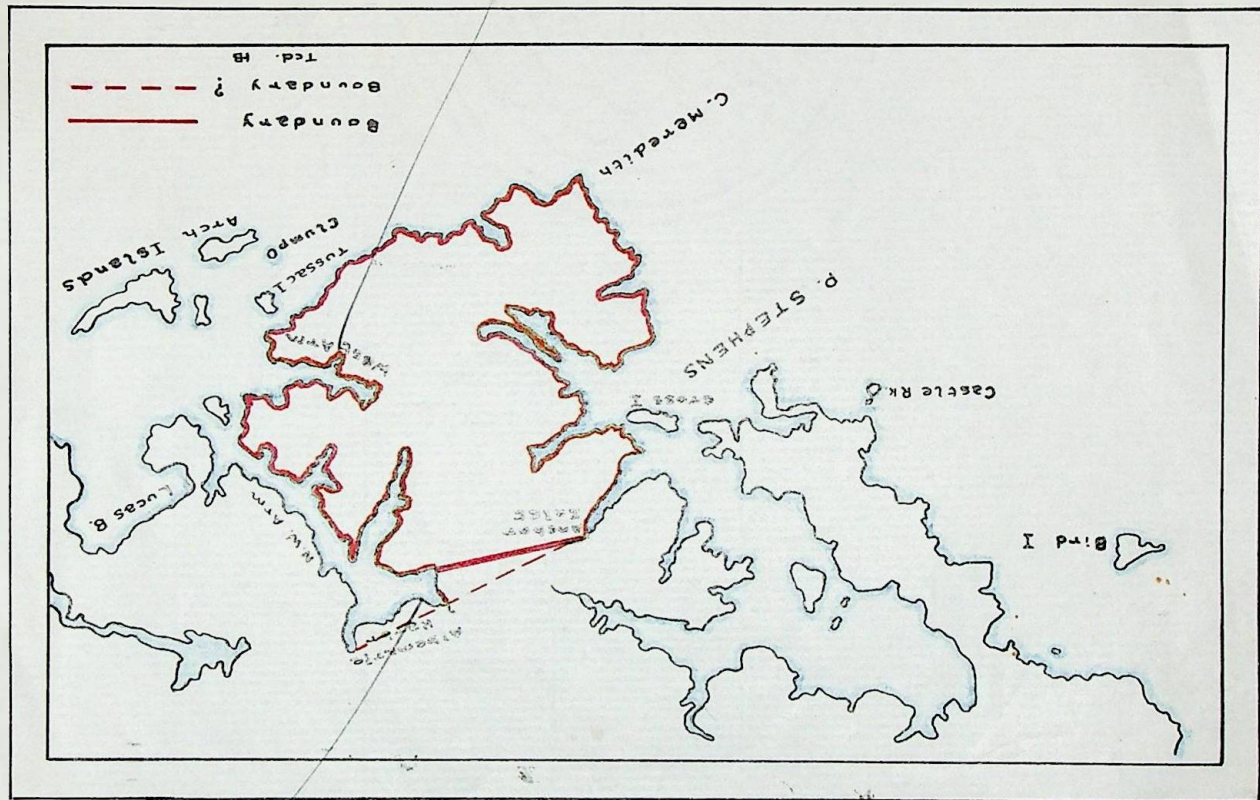
Initials of Cypherer
or Coder.Time of Receipt in
Cypher or Coding
Office.

Returned by Mr. Lark
11/14/51

C. B. 53

11/14/51

S.K. 50814
S.A.S. Co.



Island 1
A.O. On the left side.