

CHAPTER 206.

ROKEL RIVER WATER RIGHTS AGREEMENT
(RATIFICATION).

An Ordinance to Ratify and Confirm an Agreement made Between the Crown Agents for the Colonies on behalf of the Government of Sierra Leone and the Sierra Leone Development Company Limited Relating to the Taking of Water from the Rokel River and to Provide for the Granting of Leases of Land in connection therewith. 31 of 1938.

[1ST JANUARY, 1938.]

1. This Ordinance may be cited as the Rokel River Water Rights Agreement (Ratification) Ordinance and shall apply to the Colony and Protectorate. Short title.

2. In this Ordinance, unless the context otherwise requires—
“The Company” means and includes the Sierra Leone Development Company Limited, incorporated and registered in England under the Companies Act, 1929, and its successors and assigns being British Subjects or companies incorporated and registered in Great Britain or Sierra Leone. Interpretation.

3. The Agreement set out in the Schedule hereto is hereby ratified and confirmed, and the terms of the said Agreement shall prevail over any public or private rights or interests which may exist or can be claimed over the waters of the Rokel River, and all rights and obligations that purported to be conferred or imposed by the said Agreement are hereby declared to be valid any law to the contrary notwithstanding. Confirmation of Agreement.

4. Notwithstanding anything contained in the Protectorate Lands Ordinance, it shall be lawful for a Tribal Authority to grant leases of land to the Company for the erection of a pumping station and the construction of a pipe line upon such terms and subject to such conditions as may be approved by the Governor in Council. Non-application of the Protectorate Land Ordinance, to leases granted by the Tribal Authorities to the Company. Cap. 122.

5. Notwithstanding anything in any law contained, it shall be lawful for the Governor in Council from time to time, upon application by the Company, by rules to make such further and other provision as may be necessary in order to give effect to the terms of the said Agreement. Power to make rules to give effect to the Agreement.

SCHEDULE.

AN AGREEMENT made the fourth day of October one thousand nine hundred and thirty-eight BETWEEN The Crown Agents for the Colonies whose Office is at No. 4 Millbank in the City of Westminster for and on behalf of the Government of the Colony and Protectorate of Sierra Leone (hereinafter referred to as "the Government" which expression shall where the context so requires or permits include the Government for the time being of the said Colony and Protectorate) of the one part and the Sierra Leone Development Company Limited whose registered Office is at 24 Old Broad Street in the City of London (hereinafter referred to as "the Company" which expression shall where the context so requires or permits include its successors and assigns) of the other part.

WHEREAS the Company is desirous of obtaining a supply of water from the river known as the River Rokel in connection with its iron ore plant and other works present or future situate at Marampa.

NOW IT IS HEREBY AGREED as follows—

1. The Government in consideration of the yearly rent or sum hereinafter reserved or made payable and of the agreements on the part of the Company hereinafter contained hereby agrees to grant and demise unto the Company the right and liberty to take from the said River Rokel such quantities of water as the Company shall require for the purposes of the said plant not exceeding the maximum quantity hereinafter mentioned TO HOLD AND ENJOY the said right and liberty hereby agreed to be granted for the term of 89 years from the first day of January 1938 subject to determination by the Company as hereinafter mentioned.

2. The Company shall and will yield and pay to the Government the yearly rent or sum of £150 on the thirty-first day of December in each year of the said term in respect of the rights agreed to be granted by clause 1 hereof, the first payment being a proportionate part of the said yearly rent or sum of one hundred and fifty pounds calculated from the date of commencement of the taking of water to the 31st December, 1938, to be paid on the 31st December, 1938.

3. The Company hereby agrees with the Government as follows namely—

(a) That it will design construct and operate the said plant so as to prevent the deposit of silt in the bed of the Batabana Stream or other stream into which the effluent wash water from the said plant shall be discharged and so as to prevent the pollution of the water of such stream or streams and in the event of such silting or pollution taking place the Company shall carry out such additional works or so alter the method of operating the said plant as to secure the effective abatement of such silting or such pollution. Provided that when it shall appear that the abatement of such silting or pollution can be attained only at an excessive expenditure it shall be competent for the Company to provide at its own cost and expense an adequate supply of potable water to the users of the water of the stream or streams affected.

(b) That it will not take from the said River Rokel in any period of 24 hours measured from midnight to midnight a greater quantity of water than 3,000,000 gallons.

(c) The quantity of water abstracted from the said river during any period of time shall be ascertained by multiplying the number of



gallons of water which each unit of the pumping plant is capable of discharging at the delivery point within the Company's concession in the Marampa Chiefdom during one minute by the number of minutes in the said period of time during which each unit of the pumping plant has worked.

(d) The Company shall carry out such tests as the Director of Public Works may require to enable him to measure and ascertain the number of gallons of water which each unit of the pumping plant is capable of discharging at the delivery point within the Company's concession in the Marampa Chiefdom during any reasonable period of time.

(e) The Company shall supply to the Government at such regular intervals as may be required by the Government a statement which shall set forth—

(i) the number of minutes for which each unit of the said pumping plant has been operated during the period covered by the said statement;

(ii) an estimate of the number of gallons of water abstracted from the said river during the period covered by the said statement and as ascertained in the manner set forth in condition 3 (c).

(f) The Company shall afford the Director of Public Works or any engineer appointed by him for that purpose free access to the pumping plant and to the delivery point within the Company's concession in the Marampa Chiefdom at all reasonable times for the purpose of inspecting the same and for taking any measurements or other information which he may require.

(g) That if, after pumping operations have commenced, the water in the Rokel River shall by reason of such pumping operations at any time diminish to the extent of depriving the holders of lands adjoining the river below the intake system of so much water as to leave insufficient water for their ordinary and customary requirements the Company will provide and maintain at its own cost and expense a daily supply of water for such ordinary and customary requirements of the said holders of lands but of not greater quantity during every 24 hours than that abstracted from the river during the said 24 hours period as defined in clause 3 (b) hereof until the natural supply of water shall cease to be so diminished as aforesaid.

4. The Company shall have the right to determine this present agreement by giving to the Government one year's notice in writing of their intention so to do and in such case immediately after the expiration of such notice this present Agreement shall cease and be void but without prejudice to any claim by either party against the other in respect of any of the agreements herein contained.

5. The Government agrees with the Company that the Company paying the said rent hereinbefore agreed to be paid and observing the agreements on its part hereinbefore agreed to be performed and observed may peaceably hold and enjoy the rights and liberties hereby agreed to be granted during the said term without any interruption on the part of the Government or any person lawfully claiming through under or in trust for them.

Provided that if there shall be any breach of the terms of any of the agreements to be performed by the Company and the same shall not be remedied within six months after notice in writing to remedy such breach has been given the Company shall be liable in damages for such breach.

6. This Agreement is to be construed according to the law of England.

In Witness whereof William Cecil Bottomley one of the Crown Agents for the Colonies has hereunto set his hand and seal and the Company has caused its Common Seal to be hereunto affixed the day and year first above written.

SIGNED SEALED AND DELIVERED }
 by WILLIAM CECIL BOTTOMLEY, one } (Sgd.) W. C. BOTTOMLEY.
 of the Crown Agents for the Colonies }
 in the presence of—

L.S.

H. K. PURCELL,
Chief Clerk.
 Crown Agents for the Colonies.

THE COMMON SEAL of the Sierra Leone }
 Development Company Limited was }
 hereunto affixed in the presence of—

Common
 Seal.

JAMES CAMPBELL, }
 J. M. CAMPBELL, } *Directors.*
