

CHAPTER 210.**DIAMOND SUPPLEMENTARY AGREEMENT 1955
RATIFICATION.**

An Ordinance to Ratify and Confirm an Agreement supplementary to certain Agreements made for and on behalf of the Government of Sierra Leone of the one Part and by the Sierra Leone Selection Trust, Limited, of the other Part. ^{1 of 1956.}

[30TH DECEMBER, 1955.]

WHEREAS a Deed was made on the twentieth day of October, 1934, between Thomas Nelson Goddard then Acting Governor of the Colony and Protectorate of Sierra Leone acting for and on behalf of the Government of Sierra Leone (hereinafter referred to as "the Government") of the one part and the Sierra Leone Selection Trust, Limited (hereinafter referred to as "the Company") of the other part, whereby the Governor granted to the Company for the term of ninety-nine years from the 1st day of July, 1933 (determinable as therein provided) a sole and exclusive licence to explore for, exploit, produce, take, dispose of and market diamond throughout Sierra Leone except as therein mentioned (which deed is hereinafter referred to as "the Licence"):

AND WHEREAS an Agreement (hereinafter referred to as "the Supplementary Agreement of 1935") was made on the fifteenth day of April, 1935, between the Crown Agents for the Colonies (hereinafter referred to as "the Crown Agents") for and on behalf of the Government of the first part, Consolidated African Selection Trust, Limited, of the second part, and the Company of the third part, which Agreement was supplemental to the Licence:

AND WHEREAS both the Licence and the Supplementary Agreement of 1935 were ratified by an Ordinance shortly entitled The Diamond Agreements and the Licence (Ratification) Ordinance: ^{Cap. 207.}

AND WHEREAS an Agreement (hereinafter referred to as "the Supplementary Agreement of 1951") was made on the eighteenth day of October, 1951, between the Crown Agents for and on behalf of the Government of the one part and the Company of the other part, whereby the Company agreed to the variation of the Licence (as amended):

Cap. 208.

AND WHEREAS the Supplementary Agreement of 1951 was ratified by an Ordinance shortly entitled The Diamond Supplementary Agreement (1951) Ratification Ordinance, 1952:

AND WHEREAS an Agreement (hereinafter referred to as "the Supplementary Agreement of 1954") was made on the sixteenth day of March, 1954, between the Crown Agents for and on behalf of the Government of the one part and the Company of the other part, whereby the Company agreed to the further amendment of the Licence (as modified as aforesaid):

Cap. 209.

AND WHEREAS the Supplementary Agreement of 1954 was ratified by an Ordinance shortly entitled The Diamond Supplementary Agreement (1954) Ratification Ordinance, 1954:

AND WHEREAS the Company agreed to further amendments of the Licence (as modified as aforesaid) so that the Company shall no longer hold a sole and exclusive licence, subject to the exceptions therein mentioned, to explore for, exploit, produce, take, dispose of and market diamond throughout Sierra Leone:

AND WHEREAS the amendments aforesaid are contained in an Agreement made on the thirtieth day of December, 1955 between the Crown Agents for and on behalf of the Government of the one part and the Company of the other part, which Agreement is set out in the Schedule hereto:

NOW, THEREFORE, BE IT ENACTED by the Governor of Sierra Leone, with the advice and consent of the Legislative Council thereof, as follows—

Short title
and com-
mencement.

1. This Ordinance may be cited as the Diamond Supplementary Agreement (1955) Ratification Ordinance, 1956, and shall be deemed to have come into operation on the thirtieth day of December, 1955.

Confirmation
of Supple-
mentary
Agreement.

2. The Agreement set out in the Schedule hereto in so far as it amends, varies or otherwise affects the Licence as amended by the Supplementary Agreements of 1935, 1951 and 1954 is hereby ratified and confirmed and all rights and obligations purported to be conferred or imposed thereby are hereby declared valid any law to the contrary notwithstanding, and, notwithstanding anything in any law contained, the Governor or the Crown Agents shall have power to do on behalf of the Crown any act which the Agreement may require or allow in the name of the Government.

THE SCHEDULE.

AN AGREEMENT made the Thirtieth day of December One thousand nine hundred and fifty-five BETWEEN THE CROWN AGENTS FOR OVERSEA GOVERNMENTS AND ADMINISTRATIONS whose office is at No. 4 Millbank in the City of Westminster acting for and on behalf of the Government of the Colony and Protectorate of Sierra Leone (hereinafter called "the Government") of the one part and SIERRA LEONE SELECTION TRUST, LIMITED, whose registered office is situate at Selection Trust Building, Mason's Avenue, Coleman Street in the City of London (hereinafter called "the Company") of the other part.

WHEREAS:

A. This Agreement is supplemental to—

(i) A Deed dated the Twentieth day of October One thousand nine hundred and thirty-four (hereinafter called "the Licence") and made between Thomas Nelson Goddard, M.B.E., the then Acting Governor of the Colony and Protectorate of Sierra Leone aforesaid acting on behalf of the Government of the one part and the Company of the other part;

(ii) An Agreement dated the Fifteenth day of April, One thousand nine hundred and thirty-five (hereinafter called "the First Supplemental Agreement") and made between the Crown Agents for the Colonies acting for and on behalf of Henry Monck-Mason Moore, C.M.G., the then Governor of the Colony of the first part Consolidated African Selection Trust, Limited, of the second part and the Company of the third part; and

(iii) Two Agreements dated the Eighteenth day of October One thousand nine hundred and fifty-one and the Sixteenth day of March One thousand nine hundred and fifty-four (hereinafter respectively called "the Second Supplemental Agreement" and "the Third Supplemental Agreement") each made between the said Crown Agents for the Colonies acting for and on behalf of the Government of the one part and the Company of the other part.

B. By the Licence (as amended by the First Supplemental Agreement) the Company was granted for the term of Ninety-nine years from the First day of July One thousand nine hundred and thirty-three a sole and exclusive licence (subject as therein mentioned) to explore for, exploit, produce, take, dispose of and market diamond throughout Sierra Leone.

C. The Government and the Company have consulted together as to the future of the diamond industry in Sierra Leone and have agreed to certain modifications of the rights of the Company under the Licence (as amended by the First Second and Third Supplemental Agreements) on the terms hereinafter contained.

D. The Government has agreed to pay the Company in London the sum of One million five hundred and seventy thousand pounds sterling not later than two months after the date of this Agreement.

NOW IT IS HEREBY AGREED as follows—

1. THE Licence (as amended as aforesaid) shall be read and construed as if the rights granted thereby and the area comprised therein were a sole exclusive licence for the period mentioned in sub-clause (a) of Clause 3 hereof

to explore for, exploit, produce, take, dispose of and market diamond throughout

(i) the areas at Yengema comprised in Mining Leases numbers 1063, 1064, 1065, 1066, 1067 and 1240 granted to the Company;

(ii) the area in the Tongo area in Lower Bambara Chiefdom of Kenema District roughly delineated on the plan which accompanied the application of the Company dated the Fifteenth day of November One thousand nine hundred and fifty-four for a Mining Lease;

(iii) an area not exceeding Fifty square miles adjoining the area mentioned in paragraph (ii) above to be selected by the Company as hereinafter provided;

(iv) three further areas not exceeding in total Fifty square miles adjoining one or more of the areas mentioned in paragraph (i) above and within the area of Exclusive Prospecting Licence No. 1239 such further areas to be selected by the Company as hereinafter provided;

(v) two further areas not exceeding Fifty square miles and One hundred square miles respectively within the area of Exclusive Prospecting Licence No. 1239 to be selected by the Company as hereinafter provided.

2. (a) THE Company shall so soon as practicable but in any case not later than the Thirty-first day of December One thousand nine hundred and fifty-six select the area not exceeding Fifty square miles referred to in paragraph (iii) of Clause 1 hereof such selection to be subject to agreement with the Chiefs and Tribal Authorities therein.

(b) THE three areas referred to in paragraph (iv) of Clause 1 hereof and the two areas referred to in paragraph (v) of Clause 1 hereof shall be selected by the Company in the following manner or in such other manner as the Company and the Government may agree—

(i) The Company shall not later than the Thirty-first day of December One thousand nine hundred and fifty-five select the three areas referred to in the said paragraph (iv).

(ii) The Company shall not later than the Thirtieth day of September One thousand nine hundred and fifty-six select the first area referred to in the said paragraph (v) Provided always that such area shall not comprise any part of an area or areas not exceeding Fifty square miles in all which the Government shall be at liberty at any time after the Company shall have selected the three areas referred to in the said paragraph (iv) but prior to the Thirty-first day of March One thousand nine hundred and fifty-six to reserve for licensed African digging and in respect of which it shall have exercised such right.

(iii) The Company shall not later than the Thirty-first day of December One thousand nine hundred and fifty-seven select the second area referred to in the said paragraph (v) Provided always that such area shall not comprise any part of the area or areas referred to in the proviso to the last preceding paragraph or of a further area or areas not exceeding Fifty square miles which the Government shall be at liberty at any time after the Company shall have selected the first area referred to in the said paragraph (v) but prior to the Thirty-first day of December One thousand nine hundred and fifty-six to reserve for licensed African digging and in respect of which it shall have exercised such right.

(c) THE selection of an area by the Company or the reservation of an area by the Government under the foregoing provisions of this Clause shall be carried out by means of a notice in writing to the other party hereto accompanied by a plan delineating the area concerned.

3. (a) THE rights set forth in Clause 1 hereof shall remain in force for a period of fifteen years from the date of this Agreement (hereinafter called "the initial period").

(b) IF the Company shall in respect of all or any part or parts of the areas mentioned in Clause 1 hereof be desirous of retaining the said rights after the expiration of the initial period and shall so notify the Government by notice in writing given not less than twelve calendar months prior to the expiration of such period the said rights shall continue for a further consecutive period of ten years in respect of the said areas or such part or parts thereof as are mentioned in the notice (hereinafter called "the first extension").

(c) IF the Company shall in respect of all or any part or parts of the areas comprised in any notice given under the last preceding sub-clause be desirous of retaining the said rights after the expiration of the first extension and shall so notify the Government by notice in writing given not less than twelve calendar months prior to the expiration of the first extension the said rights shall continue for a further consecutive period of five years in respect of the said areas or such part or parts thereof as are mentioned in the notice (hereinafter called "the second extension").

(d) (i) If the Company shall in respect of all or any part or parts of the areas comprised in any notice given under the last preceding sub-clause desire any diamond rights after the expiration of the second extension the Government will if so requested by notice in writing given by the Company not less than twelve calendar months nor more than twenty-four calendar months prior to the expiration of the second extension grant to the Company diamond rights in respect of such area for a further consecutive period of ten years (hereinafter called "the third extension") on terms to be negotiated after such notice shall have been given.

(ii) If no agreement shall be reached as to the terms of the third extension the Government shall not within the period of ten years immediately following the expiration of the second extension grant any diamond rights in respect of any of the areas referred to in paragraph (i) of this sub-clause to any person or company on terms more favourable to such person or company than those on which the Government shall have been willing to grant the third extension to the Company.

4. SUBJECT to the provisions of this Agreement the Government will not prior to the First day of January One thousand nine hundred and seventy-five grant to or permit to be held by any person or company (not being an African belonging to Sierra Leone or a company in which the beneficial interest or the greater part thereof is owned by an African or Africans belonging to Sierra Leone) any rights to prospect for or mine diamond Provided that nothing in this Clause contained shall prevent the Government from (i) granting any such rights to any person or company if prior to such grant the Government shall have offered the said rights to the Company in respect of substantially the same area (or an area including such area) and on not less favourable terms and the Company shall have failed to accept such offer within such reasonable period as may be notified to the Company by the Government as the period during which such offer shall remain open

for acceptance or (ii) granting a diamond mining lease to any person or company to whom a diamond prospecting licence has been granted in pursuance of the foregoing provisions of this Clause in respect of the area concerned.

5. (a) THE Government shall for a limited but reasonable period (which shall not be less than a period of ten years from the date of this Agreement) give the Company reasonable opportunities for prospecting for deposits of diamond below a depth of fifteen feet in areas no longer comprised in the Licence by virtue of the terms hereof for which purpose the Company may apply from time to time for diamond prospecting licences under the Minerals Ordinance 1927 and the General Mining Rules made thereunder and in force from time to time.

(b) IF the Company shall discover deposits of diamond below the aforesaid depth in any area comprised in a diamond prospecting licence granted to it the Government will give to the Company a reasonable opportunity to exploit such deposits.

(c) THE foregoing provisions of this Clause shall not be deemed to prevent the Government from granting diamond rights in respect of areas no longer comprised in the Licence (other than areas in respect of which the Company shall have been granted rights under the provisions of sub-clauses (a) or (b) of this Clause) to any African belonging to Sierra Leone or any company in which the beneficial interest or the greater part thereof is owned by an African or Africans belonging to Sierra Leone.

6. CLAUSE 18 (1) of the Licence and Clauses 10 and 11 of the Third Supplemental Agreement shall be read and construed as though they applied only to the areas mentioned in Clause 1 hereof.

7. CLAUSE 7 of the Licence shall not be deemed to give the Government the right to withhold consent to any marketing arrangements entered into by the Company unless such arrangements shall unreasonably restrict the output or marketing of diamond produced by the Company.

8. IN this Agreement an "African belonging to Sierra Leone" means any person who is a member of a race, tribe or community settled in Sierra Leone other than a race tribe or community which is of European or Asiatic origin.

9. (a) The Government will introduce and use its best endeavours to cause to be passed legislation for the purpose of ratifying and confirming this Agreement and implementing the terms hereof.

(b) IF such legislation shall not be duly passed and become law within twelve months from the date of this Agreement or within such extended time as the Government and the Company may in writing agree this Agreement shall be void *ab initio* and of no effect.

10. THE Licence shall henceforth be read and construed as modified by the First, Second and Third Supplemental Agreements and this Agreement and subject thereto shall remain in full force and effect.

11. THE said Mining Leases numbers 1063, 1064, 1065, 1066, 1067 and 1240 (and in particular the duration thereof) shall be deemed to be modified in all respects to conform with the provisions of this Agreement.

12. THE Crown Agents for Oversea Governments and Administrations enter into this Agreement in their official capacity and as agents for the purpose of binding the Government of Sierra Leone and the said Crown Agents for Oversea Governments and Administrations shall not nor shall any person on their behalf nor any officer or member of the Government of Sierra Leone be required to accept any personal liability for or in respect of any matter or thing hereby made obligatory on the Crown Agents for Oversea Governments and Administrations or the Government of Sierra Leone.

IN WITNESS whereof Sir George Frederick Seel, K.C.M.G., one of the Crown Agents for Oversea Governments and Administrations has hereunto set his hand and seal and the Company has caused its Common Seal to be affixed hereto the day and year first above written.

SIGNED SEALED AND DELIVERED }
 by Sir George Frederick Seel, K.C.M.G., one of } G. F. SEEL (L.S.)
 the Crown Agents for Oversea Governments }
 and Administrations in the presence of— }

H. R. TWYMAN,
 4 Millbank, S.W.1.
Civil Servant.

THE COMMON SEAL OF SIERRA }
 LEONE SELECTION TRUST LIMITED } (L.S.)
 was hereunto affixed in the presence of— }

E. C. WHARTON-TIGAR, *Director*
 R. ANGAS, *Secretary.*
