

CHAPTER 211.

DIAMOND SUPPLEMENTARY AGREEMENT (1956)
RATIFICATION.

36 of 1956.

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.

[28TH SEPTEMBER, 1956.]

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 first 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 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 variations of the Licence (as amended):

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

Cap. 208.

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):

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

Cap. 209.

AND WHEREAS an Agreement (hereinafter referred to as "the Supplementary Agreement of 1955") was made on the thirtieth day of December, 1955, between the Crown Agents for and on behalf of 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):

AND WHEREAS the Supplementary Agreement of 1955 was ratified by an Ordinance shortly entitled The Diamond Supplementary Agreement (1955) Ratification Ordinance, 1956:

Cap. 211.

AND WHEREAS the Government and the Company have agreed to make certain variations to the areas mentioned in Clause 1 of the Supplementary Agreement of 1955, and certain other amendments and additions to the Licence (as amended by the Supplementary Agreements of 1935, 1951, 1954 and 1955):

AND WHEREAS the variations, amendments and additions aforesaid are contained in an Agreement made on the twenty-eighth day of September, 1956, 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—

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

Short title
and com-
mencement.

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, 1954 and 1955 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 Twenty-eighth day of September, 1956, 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;

(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; and

(iv) An Agreement dated the Thirtieth day of December One thousand nine hundred and fifty-five (hereinafter called "the Fourth Supplemental Agreement") made between the Crown Agents for Oversea Governments and Administrations 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 said Supplemental Agreements) the Company is entitled to a sole and exclusive licence (subject as therein mentioned) to explore for exploit produce take dispose of and market diamond throughout the areas in Sierra Leone mentioned in Clause 1 of the Fourth Supplemental Agreement.

C. The Government and the Company have agreed to make certain variations to the said areas and certain other amendments and additions to the Licence (as amended by the said Supplemental Agreements) such variations amendments and additions being those set out below.

NOW IT IS HEREBY AGREED as follows—

1. The following Clause shall be substituted for Clause 1 of the Fourth Supplemental Agreement—

“ 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 and 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 three further areas totalling approximately 47 square miles adjoining one or more of the areas mentioned in paragraph (i) above and within the area of Exclusive Prospecting Licence No. 1239 particulars of which are contained in the First Schedule hereto;

(iii) a further area or further areas not exceeding in total fifty three square miles within the area of Exclusive Prospecting Licence No. 1239 to be selected by the Company as hereinafter provided;

(iv) the area of approximately eighty square miles in the Tongo area in Lower Bambara Chiefdom in the Kenema District particulars of which are contained in the Second Schedule hereto;

(v) a further area or areas in Sierra Leone not exceeding in total one hundred and fifty square miles to be selected by the Company as hereinafter provided.”

2. THE following Clause shall be substituted for Clause 2 of the Fourth Supplemental Agreement—

“ 2. (a) The Company shall not later than the Fifth day of September One thousand nine hundred and fifty-six select the area or areas referred to in paragraph (iii) of Clause 1. Provided that such area or areas 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 up to the Fifth day of August One thousand nine hundred and fifty-six to reserve for licensed African digging and in respect of which it shall have exercised such right.

(b) Once the Company shall have made the selection referred to in paragraph (a) of this Clause all that part of the area of Exclusive Prospecting Licence No. 1239 which is not comprised in the areas referred to in paragraphs (i), (ii) and (iii) of Clause 1 shall be available for reservation by the Government for licensed African digging.

(c) The Company may at any time while the Licence (as amended as aforesaid) remains in force select the area or areas not exceeding in total one hundred and fifty square miles referred to in paragraph (v) of Clause 1.

(d) The grant of leases covering the area or areas referred to in paragraph (c) of this Clause shall be subject to agreement (with regard to land in the Protectorate) of the Chiefs and Tribal Authorities therein and (with regard to land in the Colony) of the owner or owners of the land in question.

(e) Where the agreement of the Chief, Tribal Authority or landowner is a condition precedent to the grant of a lease to the Company the Government will, always having due regard to the Native Law and Custom applicable to land in the Protectorate (and all Ordinances affecting such land) and without prejudice to the rights of landowners with regard to land in the Colony, use its best endeavours to ensure that such agreement is not unreasonably withheld.

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

THE Fourth Supplemental Agreement (as amended by Clauses 1 and 2 of this Agreement) shall be read and construed as if the First and Second Schedules hereto were Schedules to the Fourth Supplemental Agreement.

4. THE Government will as soon as possible institute the appropriate steps to declare all areas leased or to be leased to the Company to be Diamond Protection Areas and Diamond Non-Dealing Areas under the Diamond Industry Protection Ordinance and the Alluvial Diamond Mining Ordinance, 1956, respectively or any Ordinance or Ordinances amending or replacing the same.

5. THE Government will give favourable consideration to any applications by the Company for prospecting facilities to enable the Company to decide on the area or areas to be selected by the Company referred to in paragraph (v) of Clause 1 of the Fourth Supplemental Agreement (as amended by Clause 1 of this Agreement).

6. SAVE as expressly provided the provisions of the Licence as amended by the First Second Third and Fourth Supplemental Agreements and this Agreement shall not in any manner whatsoever affect the rights of the Crown.

7. (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 six 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.

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

9. 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 Alfred William Lungley Savage, 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 hereunto affixed the day and year first above written.

THE FIRST SCHEDULE above referred to

(Notes—

1. The Corner Numbers referred to below are those shown on a plan marked "Plan A" copies of which have been signed for identification on behalf of the parties hereto. The three areas defined below are edged blue on the plan.

2. In this Schedule the centre line of a river shall be taken to mean the centre line at normal water level ignoring the existence of islands, if any, for the purposes of this definition, and a line at a given distance from the centre line shall be taken to mean the line any point of which is the given distance from the nearest point on the centre line.)

A. ALL THAT AREA OF LAND containing approximately 17.15 square miles in the Kono District of the South-eastern Province of the Protectorate of Sierra Leone and bounded as follows—

Starting from Corner No. 1 which is the South-east Corner of Mining Lease 1066;

thence on a true bearing of 360° following the Eastern boundary of Mining Lease 1066 for a distance of 21,100 feet to Corner No. 2 which is also the North-east Corner of Mining Lease 1066;

thence on a true bearing of 270° following the Northern boundary of Mining Lease 1066, for a distance of 22,700 feet to Corner No. 3 which is also the North-west Corner of Mining Lease 1066;

thence on a true bearing of 360° following the Eastern boundary of Mining Lease 1067, for a distance of 15,600 feet to Corner No. 4 which is also the North-east Corner of Mining Lease 1067;

thence following a line across the Moinde River on a true bearing of 90° for a distance of 2,640 feet to Corner No. 5 situated 1,320 feet from the centre line of the Moinde River on the East bank;

thence following the line at a distance of 1,320 feet from the centre line of the Moinde River on the East bank in a South-easterly direction to Corner No. 6 which lies 1,500 feet North of the Northern boundary of Mining Lease 1066;

thence on a true bearing of 90° for a distance of 16,000 feet approximately to Corner No. 7 which shall lie 1,500 feet North and 1,000 feet East of the North-east Corner of Mining Lease 1066;

thence on a true bearing of 180° for a distance of 5,300 feet to Corner No. 8;

thence on a true bearing of 90° for a distance of 18,800 feet to Corner No. 9;

thence on a true bearing of 180° for a distance of 10,756 feet to Corner No. 10;

thence on a true bearing of 203° for a distance of 12,541 feet to Corner No. 11;

thence on a true bearing of 270° for a distance of 4,600 feet to Corner No. 12 which is on the Eastern boundary of Mining Lease 1065;

thence on a true bearing of 360° following the Eastern boundary of Mining Lease 1065 for a distance of 5,000 feet to Corner No. 13; which is also the North-east Corner of Mining Lease 1065;

thence on a true bearing of 270° for a distance of 10,300 feet to Corner No. 1 which is the starting point.

B. ALL THAT AREA OF LAND containing approximately 16.80 square miles in the Kono District of the South-eastern Province of the Protectorate of Sierra Leone and bounded as follows—

Starting from Corner No. 1 which is the North-west Corner of Mining Lease 1064;

thence on a true bearing of 180° following the boundary of Mining Lease 1064 for a distance of 22,300 feet to Corner No. 2 which is also the South-west Corner of Mining Lease 1064;

thence on a true bearing of 90° following the boundary of Mining Lease 1064 for a distance of 28,500 feet to Corner No. 3 which is also the South-east Corner of Mining Lease 1064;

thence on a true bearing of 249° for a distance of 23,456 feet to Corner No. 4;

thence on a true bearing of 312° for a distance of 45,889 feet to Corner No. 5 which is on the Southern boundary of Mining Lease 1240;

thence on a true bearing of 90° following the Southern boundaries of Mining Leases 1240 and 1067 for a distance of 27,500 feet to Corner No. 1 which is the starting point.

C. ALL THAT AREA OF LAND containing approximately 12.97 square miles of the Kono District of the South-eastern Province of the Protectorate of Sierra Leone and bounded as follows—

Starting from Corner No. 1 which is the North-west Corner of Mining Lease 1063;

thence following the Western boundary of Mining Lease 1063 on a true bearing of 180° for 12,400 feet to Corner No. 2 which is the South-west Corner of Mining Lease 1063;

thence following the Southern boundary of Mining Lease 1063 on a true bearing of 90° for 2,200 feet approximately to Corner No. 3 which is the point where the line 2,640 feet from the centre line of the SEWA RIVER on the East Bank intersects the Southern boundary of Mining Lease 1063;

thence in a Southerly direction along the East Bank of the SEWA RIVER following the line at a distance of 2,640 feet from the centre line of the river to Corner No. 4 which lies at the intersection of this line and the Southern boundary of Exclusive Prospecting Licence 1239 at Latitude 8° 35' North;

thence following the Southern boundary of Exclusive Prospecting Licence 1239 on a true bearing of 270° for 5,280 feet approximately to Corner No. 5 which is the intersection of this boundary and the line at a distance of 2,640 feet from the centre line of the SEWA RIVER on its West bank;

thence Northwards on the West bank of the SEWA RIVER following the line at a distance of 2,640 feet from the centre line of the river to Corner No. 6 which shall lie due West of Corner No. 2;

thence on a true bearing of 90° or 270° as the case may be, to Corner No. 6A, which is 3,200 feet due West of Corner No. 2;

thence on a true bearing of 360° for a distance of 16,200 feet to Corner No. 7;

thence on a true bearing of 90° for a distance of 33,700 feet to Corner No. 8;

thence on a true bearing of 180° for a distance of 3,800 feet to Corner No. 9 which lies on the Northern boundary of Mining Lease 1240;

thence on a true bearing of 270° following the Northern boundaries of Mining Lease 1240 and Mining Lease 1063 for 30,500 feet to Corner No. 1 which is the starting point.

THE SECOND SCHEDULE above referred to

(Note: The Point Numbers referred to below are those shown on a plan marked "plan B" copies of which have been signed for identification on behalf of the parties hereto. The area defined below is edged blue on the plan.)

ALL THAT AREA OF LAND containing approximately 80.6 square miles and bounded as follows—

Commencing from Point No. 1 which is point of origin whose Grid co-ordinates are S. 130,167 E. 4,016 and which lies 4,500 feet due North of the point of reference which is a concrete pillar numbered C—37 whose Grid co-ordinates are S. 134,667 E. 4,016 and which lies approximately 250 feet from the right bank of the TONGO on the VANDIMA-LAOMA footpath and whose approximate Geographical co-ordinates are Latitude N. $8^\circ 14' 36''$ and Longitude W. $11^\circ 01' 48''$;

thence on a true bearing of 240° for a distance of approximately 6.4 miles to Point No. 2 whose approximate Grid co-ordinates are S. 147,000 W. 25,200;

thence on a true bearing of 184° for a distance of approximately 2.7 miles to Point No. 3 which is the centre of the present PANGUMA-KENEMA motor road bridge over the TONGO and whose approximate Grid co-ordinates are S. 161,000 W. 26,200;

thence in a South-westerly direction following the East gutter of the present PANGUMA-KENEMA road for a distance of approximately 3.7 miles to Point No. 4 which lies on the left bank of the MAMAYE distant 100 feet from the centre of the river and whose approximate Grid co-ordinates are S. 178,000 W. 22,300;

thence following the left bank of the MAMAYE in an Easterly direction at approximately 100 feet from the centre of the river for a distance of approximately 2.1 miles to Point No. 5 which lies 200 feet East of the confluence of the left bank tributary of the MAMAYE which

rises due South of SEAWOMA and whose approximate Grid co-ordinates are S. 179,000 W. 13,800;

thence due North for a distance of approximately 1.5 miles to Point No. 6 whose approximate Grid co-ordinates are S. 171,000 W. 13,800;

thence on a true bearing of 60° for an approximate distance of 4.9 miles to Point No. 7 whose approximate Grid co-ordinates are S. 158,000 E. 8,500;

thence on a true bearing of 130° for an approximate distance of 3.4 miles to Point No. 8 whose approximate Grid co-ordinates are S. 169,500 E. 22,500 and which is situated on the present KENEMA-KAILAHUN District Boundary;

thence following the present KENEMA-KAILAHUN District Boundary in a North-easterly direction for approximately 3.8 miles to Point No. 9 where the present KENEMA-KAILAHUN District Boundary crosses the WOA river near WILIMA and whose approximate Grid co-ordinates are S. 159,500 E. 36,000;

thence following the present KENEMA-KAILAHUN District Boundary in a general Northerly direction for approximately 12.3 miles to Point No. 10 whose approximate Grid co-ordinates are S. 114,500 E. 31,300;

thence on a true bearing of 240° for approximately 5.9 miles to Point No. 1 which is the point of origin.

SIGNED SEALED AND DELIVERED }
 by Sir Alfred William Lungley Savage, K.C.M.G., } A. SAVAGE. (L.S.)
 one of THE CROWN AGENTS FOR OVER- }
 SEA GOVERNMENTS AND ADMINISTRA- }
 TIONS in the presence of—

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

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

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

TITLE XXIX.

EMPLOYMENT AND TRADE UNIONS.

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