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323.3 AIR BASES - MISCELLANEOUS

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File No. 323.3 AIR BASES, POST-WAR MISCELLANEOUS

No.	FROM	DATE	TO	SYNOPSIS
27	Sec. of War	10 Jan 47	Sec. of Navy	Re: Airbase requirements in the Hawaiian Islands.
28	Sec. of War	24 Jul 47	Sec. of State	Re: No necessity for establishing an active Army, U.S., Air Base in the Magallanes area and no action is to be taken with the Chilean Government.
29	C.W.M.	8 Mar 45	Comdr. Richardson	Re: Senate Bill No. 270, 79th Congress, 1st Session.
30	Embassy London	3 Oct 47	SWNCC	Re: Forwarding draft lease delimiting area within Newfoundland territorial waters adjacent to U.S. Naval Base over which the U.S. may exercise rights in accordance with paragraph (1) of the Bases Agreement.
31	Mr. Lovett	8 Sec. 47	Sec. Forrestal	Re: Obligation of the US under pgh. 5 of of Annex III(A) of the Leased Naval and Air Bases Agreement of Mar. 27, 41 with respect to highway communication between Hamilton Parish & St. George's Island, Bermuda.
32	Sec. Lovett	19 Dec. 47	Sec. Forrestal	Re: Danish request for US to receive in US zone of Germany 8,000 Germans who are refugees in Denmark - refusal ~~may mean that~~ means impossibility of obtaining base rights in Greenland.
33	British Common-wealth Affairs	6 Feb 1948	Sec, SWNCC	Re: Agreement to Delimit the Waters Adjacet to the U.S. Naval Base at Argentia, Newfoundland.
34	BC -Mr. Wailes American Consul General	9 Feb 1948 15Dec47	Se. SANACC Sec. of State (Enclosure)	Re: Status of Problems connected with U.S. 99 year Leased Bases in Trinidad and Tobago
35	Dept. of State	24 Feb 48	FOR THE PRESS	CONFIDENTIAL RELEASE FOR PUBLICATION AT 3.30 on UNITED STATES AND THE U.K. SIGN AGREEMENT TO OPEN CERTAIN AIR BASES IN THE CARIBBEAN AREA AND BERMUDA TO USE BY CIVIL AIRCRAFT.

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LIST OF PAPERS

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NO.	FROM	DATE	TO	SYNOPSIS
15	Sec. of War	1/31/46	Sec. of State	Letter re: negotiations between the Frenc and U.S. Govts for a bilateral air transport agreement involving use of Res au De Lignes Aeriennes Francaises of the Air Transport air base at Rome.
16	Sec. of War	2/15/46	Sec. of State	Letters and misc telegrams re: air Transport facilities utilized by the ATC in Iraz, the W. D. has studied your proposal ATC move operation fm Habbaniya to Baghdad.
17	Sec. of War	2/13/46	Sec. of State	Letter re: MIM permission inaugurate commercial air transport service from Amsterdam to Praha through the American Zone of occupation Germany.
18	Sec. of War.	3/1/46	Sec. of State	Letter re: ATC svc from Cairo to Ankara termination.
19	Sec. of War	4/8/46	Sec. of Navy	Letter re: "Bases for VHB Deployment in the Hawaiian Area".
20	Sec. of War	4/16/46	Sec. of State	Letter re: ATC Service over the Balkan route.
21	Sec. of War	4/30 46	Sec. of State	Letter re: Withdrawal of residual personnel from inactive areas in Africa-Middle East and the India Burma Theatres. Airfields on the ATC Yonrovia-Saigon route be relinquished to local Govt.etc
22	Sec. of War	5/7/46	Sec. of State	Re: Policy on use by civil aricraft of U.S. military arifields outside the continential U.S. "civil Aircraft" means non-military aircraft.
23	Gen. Hood	4/29/46	Com. Gen. AAF	Letter summary of Information on Alaskan Bases.
24	Gen. Hood	6/3/46		Summary - Interim use of Ninety-nine year leased bases by U.S. and U.K. civil aircraft.
25	Sec. of War	7/2/46	Sec. of State	Re: Supplies to Goose Bay Airfield, Labrador, for use of Canadian forces, are no longer exempt from Newfoundland taxes, duties or imposts.
26	Sec. of War	7/10/46	Sec. of State	Re: possible measures for the protection of this Government's interests during the implementation of the Secret Air Base Agreement with Brazil. Decree Law 3462/

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Serial No.	From	Date	To	Synopsis
1		2/13/45		Correspondence re Airfields in Chile (dating back to October 1944)
2		3/8/45	Mr. Dunn, Mr. McCloy	Memorandum on Post-War Bases
3	Col. McCarthy	3/9/45	Sec, JCS	Memo re Post-War Bases, Military and Commercial, in Latin America
4	Mr. Stimson	3/15/45	Sec or State	Letter re use of Santa Maria and Lagens airports for commercial airlines.
5	A/Sec State	4/2/45	Sec of War	Letter requesting information on Air Bases abroad and built or improved by U.S. Funds.
6	Mr. Stimson	4/16/45	Sec of Navy	Letter transmitting reply proposed by JCS to inquiry from Sec of State, re: "Establishment of Naval and Air Bases in Magallanes Area of Chile".
7	Comm. Richardson	9.7.45	Sec, JCS	Memo: American bases to be retained in the Philippine Islands after Independence - (correspondence attached)
8	Gen. Hood	9/28/45	Sec. of War	Letter re: Release by the ATC of certain North African Bases in French Territory.
9	Sec. of War	10/10/45	Sec. of State	Letter re: W.D. opinion on 99-year lease Windsor and Oakes fields on Bahamas.
10	Sec. of War	10/24/45	Sec. of State	Letter re: Airfields in Latin America maintained by the W.D. using public funds. List of airfields (enclosure)
11	Sec. of War	11/14/45	Sec. of State	Letter re: Problems re use of Ciampino Air Field near Rome and the Capodichino Air Field at Naples.
12	Sec. of War	11/13/45	Sec. of State	Letter re: development of aviation facilities in Turkey.
13	Sec. of War	11/15/45	Sec. ofState	Letter re: Use of Cianpino and Capedichino airfieldsin Italy.
14	Mr. Forrestal	11/23/45	Sec. of State	Letter re: Securing lease on area leased in Trinidad, La Retraite for the balance of the 99 years from Britian.

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DEPARTMENT OF STATE

FOR THE PRESS

FEBRUARY 24, 1948
NO. 144

Circulate & file

323.3

Air bases
Caribbean

CONFIDENTIAL RELEASE FOR PUBLICATION AT 3:30 P. M., E.S.T., TUESDAY, FEBRUARY 24, 1948. NOT TO BE PREVIOUSLY PUBLISHED, QUOTED FROM OR USED IN ANY WAY.

UNITED STATES AND THE UNITED KINGDOM SIGN AGREEMENT TO OPEN CERTAIN AIR BASES IN THE CARIBBEAN AREA AND BERMUDA TO USE BY CIVIL AIRCRAFT

The final agreement on the Heads of Agreement initialed in Bermuda on February 11, 1946, providing for civil use of leased air bases in the Caribbean Area and Bermuda, was signed in Washington at 3:30 P. M., EST this afternoon by the Right Honorable the Lord Inverchapel for Great Britain, and Secretary of State George C. Marshall for the United States.

This formal Agreement will supersede the interim arrangement which has governed the civil use of the Leased Bases in the Caribbean area and Bermuda for almost two years. It represents the culmination of a sincere and prolonged effort to formulate the conditions under which civil aircraft may use the bases, and the two Governments are happy to announce that they believe these conditions will be satisfactory and advantageous to all concerned. They wish to emphasize, however, that the air carriers of third nations will have to be patient, particularly in respect to Kindley Field in Bermuda, until the Colonial authorities can provide the necessary terminal facilities to accommodate them. The United States Air Force authorities at Kindley Field have designated a suitable area for civil operations and are cooperating in every way possible to assist the Colonial authorities in establishing temporary terminal facilities until the Bermudan Government can execute its plans for permanent facilities. It is not anticipated that there need be any delay in initiating the operations of civil users not requiring allocations of warehousing and terminal facilities. But until facilities are available, the Government of Bermuda regrets that it is compelled to ask airlines of the States authorized to use Kindley Field to seek to arrange for their passengers and aircraft to be handled by one of the existing agencies in Bermuda. The Government of Bermuda will also require well in advance information regarding schedules in order to prevent congestion. The situation will be reviewed at the earliest possible moment.

Background of the Agreement

When the United Kingdom undertook in 1940 to lease to the United States certain areas in Newfoundland, Bermuda and the Caribbean area for naval and air bases, the subsequent Agreement expressly provided that, except in special circumstances or by agreement between the Governments concerned, commercial aircraft should not be allowed to operate from the airfields in the leased areas. It also provided that no commercial activities should be conducted with the leased areas other than with the consent of the Governments concerned.

After

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After the lease of these Bases, the United States constructed a large airfield at each of them. With the end of the War, there were obvious advantages in opening, for use by civil aircraft, airfields in the leased areas in territories lacking other satisfactory civil airfields. Such opening would contribute both to the development of air transport and to the territories concerned. But where satisfactory airfields already existed there was not the same reason for arranging for commercial aircraft to use the Base airfields.

Some discussions on this subject between the Governments of the United States and the United Kingdom took place in the autumn of 1945 and later at the Bermuda Conference, where Heads of Agreement relating to the Bases in the Caribbean area and Bermuda were initialed ad referendum on February 11, 1946. The Heads of Agreement left some remaining difficulties and complicated legal problems, but subsequent negotiations have resolved these issues. The Agreement which has just been signed contains many improvements over the Heads of Agreement, both as to substance and form. Like the Heads of Agreement, however, it does not relate to the bases in Newfoundland. Separate negotiations have been conducted by the United States with Newfoundland looking towards a formal agreement on the civil use of the Bases airfields there as weather alternates, but such negotiations have not yet been concluded.

Features of the Agreement

1. Kindley Field in Bermuda, Coolidge Field in Antigua, Beane Field in St. Lucia, and Atkinson Field in British Guiana will be open for regular use by civil aircraft to the extent that accommodations are available. They are referred to as the Regular Bases, as didtinguished from Carlson and Waller Fields in Trinidad and Vernam Field in Jamaica, which will be open to civil aircraft as weather alternates only.

2. Civil aircraft of the United Kingdom and the United States will be entitled to use the bases on equally favorable terms. The positions of both the United Kingdom and the United States in regard to the exercise of traffic rights on the bases have been safeguarded and provision has been made to insure that the United States, which will maintain the airfields for military purposes, shall enjoy "most favored nation" treatment. Thus it is agreed that no other civil air carrier, including civil air carriers of the United Kingdom, will be granted any greater or different traffic rights at the bases than are granted to United States civil air carriers at such bases, with certain exceptions permitted in the case of United Kingdom traffic between two points under its jurisdiction. It is also agreed that the United Kingdom will not grant to civil air carriers of third nations traffic rights which exceed corresponding rights which such third countries grant to United States civil air carriers in their territory.

3. Civil aircraft of all countries granting in their own territories "two freedom" privileges to both United States and United Kingdom carriers may use the bases for non-traffic purposes, subject to the terms of the present Agreement, and Article I of the Two Freedoms Agreement.

4. Private

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4. Private and charter operators will be permitted to use the bases, in accordance with the terms of the present Agreement, for traffic and non-traffic purposes.

5. The Agreement provides for the limitation or suspension of civil use of the bases by the United States military authorities for military reasons or by the Government of the Colony concerned, for security reasons. The Agreement protects the right of the United States military authorities to insure that no steps are taken in connection with the commercial air operations which would prejudice in any way the military use of the bases.

6. The United States military authorities will exercise administrative and operational control of the bases except as otherwise specifically provided in the Agreement. Airport tower control, approach control, meteorological facilities and operational communications facilities and other aids to navigation required by civil aircraft using the bases will be provided by or under the direction of the United States military authorities.

7. The provision of facilities, supplies and services required at the bases by civil aircraft will be the responsibility of the Colonial Government concerned. Such facilities, supplies and services are to be provided without discrimination and at equitable prices. The Colonial Government will provide all such facilities for customs, immigration, quarantine and other similar matters of national interest as may be necessary for civil operations at the bases.

8. Landing fees to be charged for use of the bases by civil aircraft will be determined by the United States military authorities after consultation with the appropriate Colonial Government unless the local Colonial authorities assume responsibility for the maintenance of the base for civil use or for the provision or the maintenance of aeronautical facilities.

9. The Agreement will continue in effect until the expiration of the 99-year leases unless either of the two Governments shall, after the Agreement has been in effect for fifteen years, give to the other notice of termination, in which event the Agreement shall cease to be effective two years later. The two Governments plan to consult not less than once in every five years to review the operation of the Agreement and make such modifications as may be necessary.

* * *

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AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING THE OPENING OF CERTAIN MILITARY AIR BASES IN THE CARIBBEAN AREA AND BERMUDA TO USE BY CIVIL AIRCRAFT

WHEREAS, in pursuance of Notes exchanged on September 2, 1940, an Agreement (hereinafter referred to as "the Bases Agreement") was made on March 27, 1941, between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America (hereinafter referred to as "the two Governments"), providing for the lease to the United States of certain areas in the Western Hemisphere, upon the terms and conditions set out in the Bases Agreement;

AND WHEREAS, in pursuance of the said Notes and of the Bases Agreement, naval and air Bases have been established in the areas aforesaid;

AND WHEREAS Article XI(5) of the Bases Agreement provides that "commercial aircraft will not be authorized to operate from any of the Bases (save in case of emergency or for strictly military purposes under supervision of the War or Navy Departments) except by agreement between the United States and the Government of the United Kingdom; provided that in the case of Newfoundland such agreement shall be between the United States and the Government of Newfoundland";

AND WHEREAS the two Governments recognize that there are special circumstances connected with the Bases;

AND WHEREAS the two Governments desire to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this form of transportation to the common welfare of both countries;

AND WHEREAS the two Governments desire to arrange for certain of the air Bases aforesaid to be available for use by civil aircraft without interfering with, restricting or limiting the present military rights of the United States in, or the continued military use by the United States of, the said Bases in accordance with the Bases Agreement;

AND WHEREAS Heads of Agreement were initialled at Bermuda on February 11, 1946, with a view to the preparation and conclusion of an Agreement to give effect to these desires;

AND WHEREAS Article XII(a) of those Heads of Agreement provided that the two Governments should consult together and prepare an Agreement to give effect to the terms contained in those Heads of Agreement;

NOW, THEREFORE, the two Governments, having consulted accordingly, have agreed as follows:

ARTICLE I

Bases open for civil use

(1) The following Bases (hereinafter referred to as the "Regular Bases") will be open for regular use by civil aircraft, in accordance with the provisions

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provisions of the present Agreement:

Kindley Field, Bermuda,
Coolidge Field, Antigua,
Beane Field, St. Lucia,
Atkinson Field, British Guiana.

(2) The following Bases (hereinafter referred to as the "Alternate Bases") will be open for use by civil aircraft as weather alternates only, in accordance with the provisions of the present Agreement:

Carlson Field, Trinidad,
Waller Field, Trinidad,
Vernam Field, Jamaica.

(3) The circumstances in which the Alternate Bases may be used as weather alternates shall be such as may be defined by rules established in that behalf by the International Civil Aviation Organization or, in the absence of such rules, by agreement between the two Governments.

(4) If and so long as in a Territory where an Alternate Base is situated, there is at any time no civil airport designated and available for regular use by scheduled international air services, the Alternate Base (or if there is more than one, the Alternate Base agreed between the Government of the Territory and the United States military authorities) shall be open for regular use by civil aircraft in accordance with the provisions of the present Agreement and shall accordingly be deemed to be a Regular Base for the purposes of the present Agreement.

(5) If either of the two Governments considers that experience or developments indicate the need for opening any of the Alternate Bases for regular use by civil aircraft or for closing any of the Regular Bases to regular use by civil aircraft, such opening or closing of the Base or Bases concerned shall form the subject of discussions between the two Governments and shall not take place except by agreement between the two Governments. This paragraph shall not be construed as affecting any right conferred by Article VI of the present Agreement to limit or suspend civil air operations at the Bases or to impose restrictions of a temporary or continuing nature on the use of the Bases by civil aircraft.

ARTICLE II

Special provisions affecting the United Kingdom and the United States

(1) Civil aircraft of the United Kingdom and of the United States shall be entitled to use the Bases on equally favorable terms. This paragraph shall not be construed as pertaining to traffic rights.

(2) The exercise of the privileges granted by the present Agreement shall be without prejudice to rights granted by the Government of the United Kingdom or the Government of a Territory to any civil air carrier of the United States before the execution of the present Agreement, or to any renewals or extensions of those rights.

(3) In the event of the termination of the Agreement between the two Governments, relating to air services between their respective territories, signed at Bermuda on February 11, 1946, its provisions and those of its Annex shall continue to apply to any traffic rights which civil air carriers of the United States may thereafter exercise at any of the Bases,

until

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until such time as the two Governments shall otherwise agree:

Provided that the Government of the United States of America shall have the right, at any time after fifteen years from the date on which the present Agreement becomes effective, to notify to the Government of the United Kingdom its desire that the provisions of the first mentioned Agreement and its Annex shall cease to apply, upon the date specified in the notification, to the traffic rights exercised by civil air carriers of the United States at any of the Bases, which date shall not be less than two years from the date of the notification, and, if such notification shall be given, such provisions shall cease to apply accordingly.

ARTICLE III

Use of Bases for non-traffic purposes

(1) So long as the United States and the United Kingdom are parties to the International Air Services Transit Agreement, formulated at Chicago and opened for signature on December 7, 1944 (in this Article referred to as "the Two Freedoms Agreement"), the civil aircraft of all countries parties to the Two Freedoms Agreement may use the Bases for non-traffic purposes in accordance with the provisions of the present Agreement and those of Article I of the Two Freedoms Agreement, and, if the United States so requests, those Bases will be designated by the Government of the United Kingdom under that Agreement for use by scheduled international air services of the United States.

(2) Civil aircraft of countries which are not parties to the Two Freedoms Agreement but which are parties to other agreements to which the United States or the United Kingdom is also a party, providing for the privileges specified in the Two Freedoms Agreement, may, with the concurrence of the two Governments, use the Bases, in accordance with the provisions of the present Agreement, for the exercise of those privileges.

(3) In the event of the Two Freedoms Agreement being superseded by a new agreement, to which the two Governments are parties, providing for the privileges specified in the Two Freedoms Agreement, the provisions of this Article shall apply to the exercise of those privileges under the said new agreement as they apply to their exercise under the Two Freedoms Agreement.

ARTICLE IV

Traffic Rights

(1) Any civil air carrier of the United States using the Bases shall, if authorized by the Government of the United States of America to operate to the Base or Bases concerned, be entitled, by way of exception to and without prejudice to the principle of cabotage, to carry between the Regular Bases

(a) United States Government sponsored passengers (and their personal effects) travelling at the expense of the Government of the United States of America or on business directly connected with the Bases or with United States personnel at the Bases;

(b) cargo

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(b) cargo carried at the expense of the Government of the United States of America; and

(c) mail originating at United States Post Offices established in accordance with Article XVI of the Bases Agreement.

(2) The Government of the United Kingdom may grant to civil air carriers using the Regular Bases traffic rights at those Bases:

Provided that, except by agreement between the two Governments,

(a) no rights so granted (including those granted to civil air carriers of the United Kingdom) shall be greater than, or different from, those granted to civil air carriers of the United States at the said Bases, save as provided in paragraph (3) of this Article; and

(b) the rights so granted to civil air carriers of third countries shall not exceed the corresponding rights which such third countries shall have granted (not necessarily on the same routes as those operated by the air carriers of the third countries concerned) in their respective territories to civil air carriers of the United States.

(3) Civil air carriers of the United Kingdom shall be entitled to carry cabotage traffic to and from any Regular Base at which civil air carriers of the United States are entitled to exercise traffic rights and, save as provided in paragraph (1) of this Article, civil air carriers of the United States shall not be hereby deemed entitled to carry cabotage traffic between any two points in the territory of the United Kingdom.

ARTICLE V

Private and Charter Flights

(1) Subject to the provisions of Article VI of the present Agreement, and to such regulations, conditions and limitations as may be imposed by the law of the Territory, civil aircraft to which this Article applies, being aircraft not engaged in scheduled international air services, shall be entitled to use the Bases, in accordance with the provisions of the present Agreement,

(a) for non-traffic purposes; and

(b) for traffic purposes
  (i) in the case of charter flights, for the purposes of the charter, and
  (ii) in the case of other flights, otherwise than for reward.

(2) This Article applies, on a non-discriminatory basis, to civil air craft of the United Kingdom and of the United States, and to those of any other country which is a party to the Convention on International Civil Aviation, which came into force on April 4, 1947: Provided that this Article shall not apply to the civil aircraft of any third country unless civil aircraft both of the United Kingdom and of the United States enjoy corresponding rights in such third country.

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ARTICLE VI

Limitation of civil use

(1) The United States military authorities, for military reasons, or the Government of the Territory, for security reasons, shall have the right, on a non-discriminatory basis, to limit or suspend civil air operations at the Bases or to impose restrictions of a temporary or continuing nature on the use of the Bases by civil aircraft, but will make every reasonable effort to avoid interruption of civil air operations at the Bases.

(2) Except as provided in paragraph (1) of the present Article, the authorities exercising administrative and operational control at any Base shall not impose any limitation on the use of the Base by civil aircraft in accordance with the provisions of the present Agreement except so far as may be necessary for reasons of safety or in the light of the capacity of, and the facilities available at, the Base. Any such limitation shall be imposed on a fair and non-discriminatory basis, except that scheduled international air services shall be afforded preferential treatment.

(3) The United States military authorities and the Government of the Territory (except so far as those authorities, or that Government, as the case may be, are satisfied that it is undesirable for military reasons or for security reasons, respectively, or that it is for any reason impracticable, so to do) shall each give to the other such notice as appears to those authorities or that Government to be reasonable in all the circumstances, of their intention to impose any limitation, suspension or restriction under this Article.

ARTICLE VII

Administrative and operational control and requirements

(1) Administrative and operational control of the Bases for civil aviation purposes shall be exercised by the United States military authorities, except as otherwise specifically provided in the present Agreement. The United States military authorities may delegate the performance of certain services to civilian agencies. Such delegation will be without prejudice to the right of the United States military authorities to resume the performance of such services at any time and without delay.

(2) Except as may be otherwise agreed between the two Governments,

(a) airport tower control and approach control shall be operated by or under the direction of the United States military authorities, who will, in consultation with the Government of the Territory, insure that the periods for which and the manner in which those controls are provided are adequate to meet the needs of civil aircraft using the Bases;

(b) the responsibility for area control will be determined in the light of the studies and recommendations of the International Civil Aviation Organization;

(c) the meteorological facilities and operational communication facilities and other aids to navigation required by

civil

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civil aircraft using the Bases will be provided by or under the direction of the United States military authorities, in accordance with the recommendations of the International Civil Aviation Organization.

ARTICLE VIII

Facilities, supplies and services and the designation of areas therefor

(1) (a) Except as provided in Article VII of the present Agreement, facilities, supplies and services required for or in connection with the operation of, civil aircraft using the Bases, or for or by passengers, crews or other persons present in the Leased Area solely for civil aviation purposes, may be provided, either within an area designated under paragraph (2) of this Article or outside the Leased Area, by the Government of the Territory or, with the permission of the Government of the Territory, by any civil enterprise.

(b) Such facilities, supplies and services may also, with the permission of the Government of the Territory, be provided by the United States, at such place or places within an area designated under paragraph (2) of this Article or outside the Leased Area as may be agreed, or at such other place or places within the Leased Area as may be previously notified to the Government of the Territory by the United States military authorities. If such facilities, supplies and services are so provided by the United States, the taxes and duties (if any) which would have been payable under the law of the Territory in respect of any such transaction if such facilities, supplies or services had been provided by a civil enterprise under sub-paragraph (a) of this paragraph shall be payable to the Government of the Territory, and shall be levied and collected in such manner as may be agreed between the Government of the Territory and the United States military authorities.

(c) Such facilities, supplies and services shall be provided without discrimination and at equitable prices, which shall be non-discriminatory as to all operators of civil aircraft using the Bases, whether civil air carriers or not. Such prices shall be determined after consultation between the Government of the Territory and the United States military authorities, or, if necessary, after consultation between the two Governments.

(d) If an area is designated in accordance with paragraph (2) of this Article, or if, by reason of there being suitable land conveniently adjacent to the Base, such designation is unnecessary, then,

(i) such facilities, supplies and services shall be provided by the Government of the Territory or by a civil enterprise in accordance with sub-paragraph (a) of this paragraph or, in so far as they are not so provided, the United States shall have the right to provide such facilities, supplies or services without obtaining the permission of the Government of the Territory, but otherwise in accordance with sub-paragraph (b) of this paragraph, and

(ii) the Government

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(ii) the Government of the Territory will provide all such facilities for customs, immigration, quarantine and other similar matters of Colonial or United Kingdom national interest as may be necessary in connection with the use of the Base by all civil aircraft entitled to such use.

(e) Except as respects taxes and duties referred to in sub-paragraph (b) of this paragraph, all sums received in respect of the provision of any facilities, supplies or services under this paragraph shall accrue to the Government or civil enterprise by which the facilities, supplies or services in question are provided.

(2) (a) At each of the Bases where suitable land is not conveniently adjacent thereto for the provision of necessary civil airport facilities, supplies and services and for the erection of buildings for post and telegraph purposes, customs, immigration, quarantine and other similar matters of Colonial or United Kingdom national interest, the United States military authorities, in consultation with the Government of the Territory, will, if this is possible without conflict with military requirements, designate an appropriate area or areas within the boundaries of the Base for such purposes. The United States military authorities shall permit to have convenient access to and egress from the area or areas so designated all bona fide passengers and air crews and all other persons whose presence there is certified by the Government of the Territory to be necessary for civil aviation purposes. Subject to the provisions of the present Agreement, the area or areas so designated, the provision of the said facilities, supplies and services and the conduct of the said matters within the area or areas so designated shall be under the control and jurisdiction of the Government of the Territory in the same manner and to the same extent as they would be if the area or areas so designated were outside the Leased Area.

Provided that the United States military authorities shall have the right to resume complete and unrestricted control and use of the designated area or areas and its or their facilities should this prove to be necessary for military reasons of overriding necessity.

(b) Subject to the provisions of this Article, the terms and conditions on which any such area and any buildings therein are designated shall be determined after consultation between the United States military authorities and the Government of the Territory or, if necessary, between the two Governments, it being understood that the Government of the Territory will pay agreed charges to the United States in respect of the use by that Government of any buildings or other improvements constructed and made available by the United States in any such area.

(c) The terms and conditions upon which rights of occupancy or user of land within a Base, and the terms and conditions (including charges) upon which rights of occupancy or user of buildings or parts of buildings within a Base, are granted by the Government of the Territory shall be subject to the approval of the United States military authorities, it being understood that, so long as the Government of the United States maintains the Base in operational condition for civil use, and until such time as the Government of the Territory assumes the said maintenance, any profit accruing to the Government of the Territory from charges made to any civil enterprise for the right to provide facilities, supplies and services in such buildings or parts of buildings, erected and made available by the United States, will be paid to the Government of the United States.

(3) The United

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(3) The United States military authorities shall have the right, in collaboration with, or after prior notice to, the appropriate Colonial authorities, to enter upon and to inspect any area designated under paragraph (2) of this Article and any buildings and any facilities or services provided in such area, for the purpose of satisfying themselves that adequate precautionary measures are taken in connection with fire prevention, sanitation and other matters affecting the military security or use of the Base. If the United States military authorities consider that the precautionary measures taken are not adequate, they shall have the right, in consultation with the appropriate Colonial authorities, or, in cases where military reasons so require, on their own initiative, to supplement those measures to the extent considered necessary.

(4) Where any buildings or other structures are erected or used for civil aviation purposes, either within an area designated under paragraph (2) of this Article or outside but contiguous to a Base, there shall be consultation between the appropriate Colonial authorities and the United States military authorities and, if necessary, between the two Governments, with respect to the location, type, size and sanitation of such buildings, or other structures, in order to insure that they do not endanger the safe operation of aircraft or the military use of the Base.

ARTICLE IX

Landing Fees

The scale of landing fees to be charged for the use by civil aircraft of each Base shall be determined by the United States military authorities after consultation with the appropriate Colonial authorities, or, if necessary, after consultation between the two Governments, and the revenue derived from such fees shall accrue to the United States:

Provided that, whenever the Government of the United Kingdom or the Government of the Territory assumes responsibility for the maintenance of a Base for civil use, or for the provision or maintenance there of air navigational or meteorological facilities and services, or operational communication facilities, used by civil aircraft, the scale of landing fees and the method of collection thereof shall be determined by agreement between the appropriate United Kingdom or Colonial authorities and the United States military authorities, and the revenue from such fees shall be divided between the United States of America and the Government of the United Kingdom or of the Territory, in proportions to be agreed, having special regard to the expenditure incurred by each for these purposes.

ARTICLE X

Suspension of United States responsibilities

(1) If the Government of the United States of America elects to place any Base in a caretaker status and gives to the Government of the United Kingdom such notice as is reasonable in all the circumstances, of its intention so to do,

(a) the Government of the United States of America may cease to maintain that Base in operational condition

for civil

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for civil use, and may relinquish the responsibility at that Base for any of the matters specified in Article VII of the present Agreement, and

(b) the Government of the United Kingdom or the Government of the Territory shall then have the right to maintain the Base for civil use, and to assume the responsibility so relinquished for the said matters.

(2) The Government of the United States of America shall have the right, at any time while the lease of the Leased Area subsists, to resume the maintenance and control of such Base on giving to the Government of the United Kingdom such notice as is reasonable in all the circumstances, of its intention so to do, whereupon the provisions of sub-paragraphs (a) and (b) of paragraph (1) of this Article shall cease to have effect.

ARTICLE XI

Procedure on landing of civil aircraft

Civil aircraft using any of the Bases shall, immediately after landing, proceed forthwith to the place (which shall be either within an area designated under Paragraph (2)(a) of Article VIII of the present Agreement, or outside the Leased Area) specified for that purpose by the Government of the Territory, and any loading and unloading of persons, mail and cargo shall take place only at the place so specified or at any other place within the Base agreed between the United States military authorities and the Government of the Territory. The United States military authorities will cooperate with the Government of the Territory to insure that all civil aircraft using the Bases comply with these requirements.

ARTICLE XII

Miscellaneous Provisions

(1) Nothing in the present Agreement shall be construed to deprive the Government of the United States of America of any of its rights, privileges, immunities or exemptions under the Bases Agreement. It is recognized that, according to the true intent,

(a) the rights conferred by Article IX of the Bases Agreement are not exercisable for civil aviation purposes;

(b) paragraph (1) of Article XII of the Bases Agreement is inapplicable to the use of motor vehicles for civil aviation purposes outside the Leased Area;

(c) paragraphs (1) and (2) of Article XIV of the Bases Agreement are inapplicable to goods or articles brought into the Territory or to persons present in the Territory, solely for civil aviation purposes;

(d) Post Offices established under Article XVI of the Bases Agreement may not be used by persons present in the Territory solely for civil aviation purposes; and

(e) paragraph (1) of Article XVII of the Bases Agreement is inapplicable in respect of any income derived

solely

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solely from service or employment for civil aviation purposes; paragraph (2) of that Article is inapplicable to any person present in the Territory solely for those purposes; and paragraph (3) of that Article does not exempt any person from income tax on profits derived under a contract in so far as they are solely attributable to the use of the Base by civil aircraft.

(2) The provisions of Article IV of the Bases Agreement shall apply to persons in the Territory for civil aviation purposes in the same manner as they apply to persons in the Territory for other purposes.

(3) Any person arrested within an area designated under paragraph (2) of Article VIII of the present Agreement, in connection with an infringement of the law of the Territory or otherwise in pursuance of that law, may be removed from the designated area through the Leased Area by the appropriate Colonial authorities.

(4) The United States may grant rights in land or buildings within the Leased Area to the Government of the Territory or, with the permission of that Government, to civil air carriers or other civil enterprises, for civil aviation purposes.

ARTICLE XIII

Operation of the present Agreement

(1) The present Agreement shall become effective on signature and shall continue in effect in each of the Territories until the expiration of the lease of the Leased Area therein, unless either of the two Governments shall, at any time after the present Agreement has been in effect for fifteen years, give to the other notice of termination, in which event, the Agreement shall cease to be effective two years after the date of the receipt of such notice.

(2) While the Agreement continues in effect, the two Governments will consult together not less than once in every five years to review the operation of the Agreement and to agree upon any modifications that may be desired.

(3) The Agreement shall be fulfilled in a spirit of good neighborliness and details of its practical application shall be arranged by friendly cooperation.

ARTICLE XIV

Interpretation

In the present Agreement, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them:

"Base" means any of the Regular or Alternate Bases referred to in Article I of the present Agreement.

"Leased Area" means an area in respect of which a lease has been or shall be entered into in pursuance of the Bases Agreement; and "the Leased Area" means the Leased Area concerned.

"Territory"

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"Territory" means a part of His Majesty's dominions in which a Leased Area is situated; and "the Territory" means the Territory concerned.

"Civil Aircraft" means aircraft other than those used in military, customs, or police services.

"Civil air carrier" means any civilian air transport enterprise offering or operating air services for the transport, for hire or reward, of passengers, mail or cargo.

"Civil aviation purposes" means purposes connected with the use of a Base by civil aircraft in accordance with the provisions of the present Agreement.

"Traffic Rights" means the right to take on to civil aircraft or to discharge from civil aircraft, passengers, mail or cargo.

"Charter flights" means all non-scheduled flights undertaken for reward by civil aircraft.

"Non-traffic purposes" means any purpose other than taking on or discharging passengers, mail or cargo.

"Territory of the United Kingdom" includes all territory under the sovereignty, suzerainty, protection, mandate or trusteeship of the United Kingdom, and the territorial waters adjacent thereto; "civil aircraft of the United Kingdom" and "civil air carriers of the United Kingdom" include the civil aircraft and the civil air carriers of any such territory.

Expressions referring to persons present in the Territory for civil aviation purposes include persons who are in the Territory by reason of the use of the Base for civil aviation purposes.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at Washington, in duplicate, this twenty-fourth day of February, 1948.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

G. C. Marshall

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Inverchapel

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

EXCHANGES OF NOTES

No. 95

BRITISH EMBASSY,
WASHINGTON, D.C.
24th February, 1948.

Sir,

I have the honor to refer to Article XI of the Agreement relating to the civil use of the leased air bases signed today and to inform you that it is the understanding of my Government that if the United Kingdom is at war, the Government of the United Kingdom or the Government of the Territory concerned will be entitled to exercise rights of censorship, contraband control and other like belligerent rights, within any area designated under paragraph (2) of Article VIII; and that if the United States is at war, the United States will be entitled to detain any aircraft, before it proceeds to the place specified under Article XI, so long as may be necessary for the exercise of such rights.

2. If the Government of the United States of America agrees, I would suggest that the present note and Your Excellency's reply should be regarded as placing on record the understanding of the two Governments in this matter.

I have the honour to be, with the highest consideration,
Sir,
Your most obedient, humble servant,

Inverchapel

The Honourable
George C. Marshall,
Secretary of State of the United States,
Washington, D.C.

.....

DEPARTMENT OF STATE
WASHINGTON
February 24, 1948

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, the terms of which are as follows:

(Quote foregoing United Kingdom note)

2. In reply I have the honor to inform you that my Government agrees that if the United Kingdom is at war, the Government of the United Kingdom or the Government of the Territory concerned will be entitled to exercise rights of censorship, contraband control and other like belligerent rights, within any area designated under paragraph (2) of Article VIII; and that if the United States is at war, the United States will be entitled to detain any aircraft, before it proceeds to the place specified under Article XI, so long as may be necessary for the exercise of such rights.

3. In accordance with the suggestion contained therein, Your Excellency's note and this reply will be regarded as placing on record the understanding of the two Governments in this matter.

Accept,

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Accept, Excellency, the renewed assurances of my highest consideration.

G. C. Marshall

His Excellency
The Right Honorable
The Lord Inverchapel, P. C., G.C.M.G.,
British Ambassador.

DEPARTMENT OF STATE
WASHINGTON
February 24, 1948.

Excellency:

I have the honor to refer to paragraph (2) of Article IV of the Agreement relating to the civil use of the leased air bases signed today, which provides that "the Government of the United Kingdom may grant to civil air carriers using the Regular Bases, traffic rights at those Bases: Provided that except by agreement between the two Governments,

> "(a) no rights so granted (including those granted to civil air carriers of the United Kingdom) shall be greater than, or different from, those granted to civil air carriers of the United States at the said Bases, save as provided in paragraph (3) of this Article; and (b) the rights so granted to civil air carriers of third countries shall not exceed the corresponding rights which such third countries shall have granted (not necessarily on the same routes as those operated by the air carriers of the third countries concerned) in their respective territories to civil air carriers of the United States,"

and to inform you that my Government agrees that the provisions of sub-paragraphs (a) and (b) of the said paragraph (2) shall not apply to the carrying of United Kingdom cabotage traffic to or from any Regular Base by any Canadian civil air carrier granted such rights by the Government of the United Kingdom. It is also understood by my Government that that part of sub-paragraph 2 (b) of Article IV of said Agreement that refers to "corresponding rights" is intended to refer to an exchange of air transport rights between such third country and the United States on a basis mutually satisfactory to them. As far as my Government is concerned, it is felt that the existing air transport arrangements between the United States and Canada adequately meet the provisos of sub-paragraph 2 (b) of Article IV.

2. If the Government of the United Kingdom agree, I would suggest that the present note and Your Excellency's reply should be regarded as an Agreement between our two Governments as contemplated in paragraph (2) of Article IV of the Agreement signed today.

Accept, Excellency, the renewed assurances of my highest consideration.

G. C. Marshall

His Excellency
The Right Honorable
The Lord Inverchapel, P. C., G.C.M.G.,
British Ambassador.

.....

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

No. 96

BRITISH EMBASSY,
WASHINGTON, D.C.,
24th February, 1948

Sir,

I have the honour to acknowledge receipt of Your Excellency's note of today's date, the terms of which are as follows:

(Quote foregoing United States note)

2. In reply I have the honour to inform you that my Government agrees that the provisions of sub-paragraphs (a) and (b) of the said paragraph (2) shall not apply to the carrying of United Kingdom cabotage traffic to or from any Regular Base by any Canadian civil air carrier granted such rights by the Government of the United Kingdom. It is also understood by my Government that that part of sub-paragraph 2 (b) of Article IV of said Agreement that refers to "corresponding rights" is intended to refer to an exchange of air transport rights between such third country and the United States on a basis mutually satisfactory to them. As far as my Government is concerned, it is felt that the existing air transport arrangements between the United States and Canada adequately meet the provisos of sub-paragraph 2 (b) of Article IV.

3. In accordance with the suggestion contained therein, Your Excellency's note and this reply will be regarded as an Agreement between our two Governments.

I have the honour to be, with the highest consideration
Sir,
Your most obedient, humble servant,

Inverchapel

The Honourable
George C. Marshall,
Secretary of State of the United States,
Washington, D.C.

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STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : The Secretary, State-Army-Navy-Air Force Coordinating Committee

DATE: February 9, 1948.

FROM : BC - Mr. Wailes

SUBJECT: Status of Problems Connected with U.S. 99-year Leased Bases in Trinidad and Tobago.

Pursuant to Departmental Announcement No. 577 of June 19, 1947, there are attached copies of letters addressed to the Secretary of the Army, the Secretary of the Navy and the Secretary of the Air Force transmitting to each a copy of a despatch from the American Consul General at Port of Spain, Trinidad, concerning the status of problems connected with the United States 99-year leased bases in the Colony of Trinidad and Tobago. A copy of the despatch itself is also enclosed.

Attachments:

1. Copies of letters to Army, Navy and Air Force dated February 3, 1948.

2. Copy of despatch from Port of Spain, no. 557, of December 15, 1947.

SWNCC SECRETARIAT

State Member	
Army Member	WWW
Navy Member	
Ass't State Member	
Ass't Army Member	
Ass't Navy Member	
Executive Secretary	
Ass't Exec. Secretary	WWW
State Adm. Assistant	
Army Adm. Assistant	ECT
Navy Adm. Assistant	
File	(34)

DECLASSIFIED NND 780069 By TAB NARS, Date 27 Oct 78

BC:CLBorjes:jz

cc's

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

In reply refer to
BC 811.34544/12-1547

February 3, 1948

~~CONFIDENTIAL~~

The Secretary of State encloses for the information of the Secretary of the Army a copy of a despatch from the American Consul General at Port of Spain, Trinidad, B.W.I., transmitting a copy of a communication addressed to him by Consul Ellis A. Bonnet, formerly in charge, reporting the status of certain problems connected with the United States Military and Naval Bases in the Colony of Trinidad and Tobago.

Copies of the despatch have also been forwarded to the Secretary of the Navy and the Secretary of the Air Force.

Enclosure:

From Consulate, Port of Spain,
No. 557, dated December 15, 1947.

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

No. 557

~~CONFIDENTIAL~~

American Consulate,

Port-of-Spain, Trinidad, B.W.I., December 15, 1947.

Recd. Dec. 26

Subject: Problems connected with United States Military Bases in Trinidad.

ACTION
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THE HONORABLE,

THE SECRETARY OF STATE,

WASHINGTON, D.C.

Sir:

I have the honor to enclose copies of a communication addressed to me by Consul Ellis A. Bonnet on December 7, 1947, reporting on certain problems connected with the United States military bases in the Colony of Trinidad and Tobago.

Respectfully yours,

Montgomery H. Colladay,
American Consul General.

Enclosures: Copy of communication to Mr. Colladay.

File No. 834.5
Ellis A. Bonnet/ cg

~~CONFIDENTIAL~~

2069 72585

37

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

File No. 834.
EAB/cg

Port of Spain, Trinidad, B.W.I., December 7, 1947.

Dear Mr. Colladay:

You may find useful the following summary of the status of some of the problems, relating to the United States military bases in this Colony, with which the Consulate has been concerned during the two years I have been attempting to expedite their settlement. Of course, details are available in the correspondence files although our files do NOT contain copies of all correspondence which was exchanged, particularly before 1946, between United States Military Commanders and Colonial authorities.

Certain areas were obtained under 99 year lease under direct provisions of the Bases Agreement or its annexes. "Supplementary leases", for the remainder of the original 99 year period, were provided for in the Bases Agreement. Some "supplementary leases" have been granted and agreements have been reached regarding others which are to be granted but which have not been executed for various reasons. Other areas were requested for temporary use for various purposes and some confusion has resulted from the use of the terms "defense sites", "emergency sites", "temporary sites" and "duration sites" in describing these areas; I now think that "duration sites" best designates all of them, all sites not held under 99 year or supplementary lease.

Some "duration sites" were requested but never occupied. Some "duration sites" have been, or are being, covered by "Supplementary leases". Many "duration sites" have been relinquished, others are in process of being relinquished. All "duration sites" should be relinquished as rapidly as possible, other than those to be covered by "supplementary leases".

Some "duration sites" were secured by exchange of correspondence between the United States military authorities which may or may not have passed through the Consulate. In some cases the Consulate requested the use of "duration sites". In some cases authorization for thir use was given verbally and never confirmed in writing (PAA Air Ferries - Piarco is an example). Regardless of whether the terms "duration of the war", "duration of hostilities" or "the emergency" were used we were authorized to use those sites temporarily and cannot justify indefinite occupation without obtaining "supplementary leases".

In some cases we have agreed in writing to restore "duration sites" to their original, or acceptable, condition when relinquishing them. Even where there is no definite commitment, in writing, for restoration on any specific site I strongly believe that we are obligated; the Army District Engineer disagreed at one time but I believe that he is now in agreement with me. I have found the Colonial authorities very reasonable as to "acceptable condition".

I. REAL

Montgomery H. Colladay, Esquire,
American Consul General,
American Consulate,
Port of Spain,
Trinidad, B.W.I.

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

I. REAL ESTATE PROBLEMS

Under this general head I will include problems concerned with real estate rights, such as road usage and the Fleet Anchorage, in addition to actual real property. I mention Navy real estate problems first only because they are fewer in number.

A. NAVY REAL ESTATE PROBLEMS

Except as specifically mentioned below the United States Navy has no real estate interests in this Colony other than on the Naval Operating Base. That Base includes about 17 square miles of the northwestern peninsula of the Island of Trinidad and the "Five Islands". The Base is held under 99 year lease; the area originally granted under the Bases Agreement was subsequently enlarged (to include Macqueripe) by supplemental lease. Excised from the peninsula held for the N.O.B. is a part of the "Point Gourde Peninsula" on which are located the Bauxite Terminal of the Aluminum Company of Canada, a Colonial Police Station and a rock quarry. Also excised from the N.O.B. area is "La Retraite" (Stubble's Bay).

1) Areas released by Navy

The Navy has released to the Colonial Government, and been relieved of obligations with respect to, "duration sites" occupied in Port-of-Spain in the "King's Wharf Area" and for a "Headquarters Building" (intersection of Marine Square and Wrightson Road).

The Navy B.O.Q. (south side of Marine Square) and the Small Boat Pier and Sheds (King's Wharf) were sold to the Colonial Government by O.F.L.C. and the Navy relieved of restoration responsibility.

The Navy Lighter Than Air Facility (sometimes known as Xeres Field but actually south of that Army Air Force Field and otherwise known as the "Blimp Field") has been sold and the United States relieved of all responsibility. OFLC sold the "Blimp Hangar" and certain other buildings to a Mr. Wexler who resold to Mr. Sid Arendale under agreement requiring salvage and restoration of the site within a specified time. Subsequently, OFLC sold two small buildings (the remaining fixed installations) to the Colonial Government for $5,000 B.W.I. under an agreement under which the United States was relieved of all restoration or other obligations. Prior to that agreement the Colonial Government had agreed with Arendale to permit him additional time in which to complete salvage and removal of the blimp hangar. Recently Elliot Maingot (Acting Sub-Intendent of Crown Lands) complained that Arendale was not complying with his agreement. In conversation I made clear to Maingot that that was a matter between the Colonial Authorities and Arendale in which the United States authorities had NO concern.

2) Areas being released by Navy

The Navy B.O.Q. Annex (Goat's Manor" in Marine Square in front of the Post Office). Removal requested by Colonial Government. Sold for salvage and removal by OFLC. Purchaser thereafter arranged for lease on site from City Council which lease was challanged by Colonial Government. Colonial Government awaiting (and insisting on) some decision from local courts for the sake of a precedent. In conversations, and pending further communication from Colonial Government, I have arranged with Colonial Government and OFLC that United States will agree to permit further delay in salvage and removal of the building provided that Colonial Government; 1) gives positive assurances that the building will be removed and 2) relieves the United States from all restoration obligations. When Navy

took

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took over this site it agreed to pay rental to the City Council in an amount to be determined later; Navy is still obligated to pay that rental. City Council has requested, through Colonial Government, that a rental of $20 per month be paid but I have no reply to my request that the period of time be fixed; it is probable that the question of that rental will be taken up when the disposal of the building has been settled. I strongly urge that all correspondence or negotiations be conducted with the Colonial Government and NOT with the City Council.

Coast Guard Range North of Carlsen Field. The Coast Guard considered acquiring a supplemental lease on this area but abandoned the idea after the Colonial Government had tentatively agreed. Navy has responsibility for Coast Guard. OFLC has sold the buildings to a salvage contractor who should be about finished with his operations. When OFLC advises that salvage has been completed Colonial Secretary should be notified and asked to indicate that the site is in acceptable condition (it probably will be). If not in acceptable condition it will be the responsibility of Navy to put it in acceptable condition before being released of restoration responsibility. I anticipate no difficulties.

Prophylactic Station on Ariapita Avenue. This "duration site" was acquired by the Navy but was transferred to Army; Army accepted disposal responsibility and obligations.

3) La Retraite (Stabble's Bay). This was a private property taken over for the use of the British Navy before we acquired a lease for the N.O.B. The area was specifically excised from the N.O.B. leased area as required by the British for "military purposes" but it was understood that it would be incorporated in the United States leased area whenever it was no longer required for military purposes. Actually it is not now required for such purposes having been transferred by British Navy to British Army and now being transferred to Colonial Police. But I believe that our best interests will be served by permitting the British (or Colonial) officials to retain and maintain the facilities there as long as they are willing to do so.

4) Transit Privileges through N.O.B. The Navy has agreed to extend certain transit privileges through the N.O.B. in the distinct understanding that the privileges may be revoked or suspended should military necessity require - they never have been revoked or suspended. Among those enjoying the privileges are: 1) men working at the Alcan Bauxite Terminal; 2) Cable and Wireless men maintaining and inspecting their installations; 3)police and prisoners proceeding to or from Carrera Island ("Prison Island"); 4) members of the Island Home Owners Association and their guests; 5) British and Colonial Officials on official business.

Little difficulty has been experienced, or is expected, from any of the above groups excepting the fourth. Many local civilians own, or lease, "island homes" on the islands of Gaspar Grande (Gasparee), Monos and Huevos. They and their guests and boating parties find "La Retraite" a most convenient embarkation point. They are granted passes readily by the Navy permitting them to transit between the highway entrance to N.O.B. and "La Retraite" where the British provide parking facilities, mooring facilities for small boats and wharf facilities in their excised area. From time to time local residents who are not home owners or guests of home owners attempt to secure "transit passes" and Navy, sometimes, finds it advisable to refuse; so far as I have ever been informed Navy has never refused to issue a transit pass with reasonable promptness to a meritorious applicant.

Newspapers report that private interests (Grell & Co.) have purchased an installation of the British Army at Pointe Baleine (Westernmost tip of the Island of Gasparee) and will develop it as an hotel, tourist

and

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and recreational center. I have had no inquiry from the Grells or the Colonial Authorities but have discussed the matter with Captain Griggs, as Commanding N.O.B. He is disinclined to provide "transit passes" to the clients of the proposed enterprise and I believe that he is correct. If commercial enterprises can be established on the islands and attract "trade" through N.O.B. it will be difficult to distinguish between "respectable" clients and those of gambling houses, rum shops or "entertainment clubs" which may be established to cater to an undesirable element.

Navy does and should reserve full control over all passes to or through the N.O.B.

The Colonial Government has suggested that the "Five Islands" be opened for recreational use. I do not believe that that suggestion should be followed, at least not now. Nor do I believe that any consideration should be given to the return of any private property now within N.O.B.

5) The "Five Islands". They are included in the 99 year lease occupied by N.O.B. The Colonial Government maintains a quarantine station on these islands. The United States can require the station to be removed but must, then, build a new station. The expense would not be justified at present. The quarantine station is little used and the present arrangements are satisfactory. Efforts to increase the control of the Colonial Government over the "Five Islands" should be discouraged.

6) Fleet Anchorage. The Bases Agreement contains provisions for a fleet anchorage which have been interpreted differently by the United States and the United Kingdom; agreement must be reached eventually at the Washington-London level. I seem to have been more interested than Navy in holding on to our rights to a fleet anchorage until we have some other means of protecting the water approaches to N.O.B. The fleet anchorage gives us control over the waters adjacent to the southern part of N.O.B. as well as providing us with actual anchorage rights, rights which could be granted from time to time as occasion requires.

Without control over those waters through "fleet anchorage" rights we would have to definite means of preventing any vessel or boat from approaching the shores of N.O.B. or actually beaching below high water mark as, I understand, British law does not permit private ownership, or leases of land below high water mark. It would be difficult and impossible for Navy to patrol the N.O.B. coastline to prevent the landing, or embarkation, of unauthorized persons and pilfering from N.O.B. would be easier.

So long as we control the adjacent waters through fleet anchorage rights, or under similar rights, vessels entering the defined area know that they do so at their own risk. Without that control we unnecessarily increase the danger of troublesome damage suits from civilian craft that may be involved with collisions with our surface or aircraft operating in those waters.

7) Macqueripe-Maracas Bay. Macqueripe bathing facilities were available, prior to our taking over for Navy, as a commercial business operated as a "beach club" to permit the exclusion of "undesirables". The "club" was limited and exclusive. The small beach could not accommodate the general public. Stauble's Bay (La Retraite) was a similar "club", less exclusive and less desirable, which was taken over by the British Navy. Tetron Bay was the popular bathing place prior

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to the establishment of N.O.B. There were no bathing facilities at Scotland Bay before they were built by Navy and no road access to Scotland Bay.

So far as I can ascertain Navy was not obligated to build the highway between "The Saddle" and Maracas Bay but did so to provide access to bathing facilities for civilians deprived of the use of beaches on N.O.B. That road is far superior to any the Colonial Government has built in comparable terrain and the cost (which I have never had accurately estimated) was considerable. Maracas Beach is only slightly further from Port-of-Spain than are Macqueripe and Tetrom Bays. There is far more "beach" at Maracas than on all the beaches on N.O.B. combined. I believe that as many people (possibly more) now use Maracas as ever used the beach facilities on N.O.B.; far more would use Maracas if bath houses and refreshment stands were provided.

Maracas Beach is "Crown Land". The Colonial Government has been unable ti devise any practicable way of permitting the establishment of "clubs" or other "restrictive" bathing at Maracas. The "whites" disdain bathing with the "blacks" at Maracas. The "blacks" will strenously oppose any arrangements for bathing facilities at Maracas that will permit segregation although they want better facilities to be provided there. Meanwhile the former members of the Macqueripe "club" continue to complain that "their" beach has been taken from them.

I have discussed the resulting "ill-will" with various Navy officers including Captain Griggs and his predecessor. I believe Navy has handled the matter as well as may be expected. Navy has been liberal in granting beach privileges to British Army, Navy and Police officers and to a limited number of Colonial officials. Navy cannot open Macqueripe to former members of the Macqueripe "club" without offending local feelings. We have discussed, informally, the problem with Colonial officials, including Sir Bede Clifford (former Governor). The Colonial authorities were most unwilling to prepare, and accept responsibility for, a list of "honorary members" for beach privileges or other privileges at the present Macqueripe Officer's Club.

You will continue to hear complaints from the former members of the "beach club". I don't know what can be done about them except to point out the unused potentialities of Maracas and to remember that the disgruntled are a small minority and that the numbers of complainers never used Macqueripe to the extent that they now suggest.

B. ARMY REAL ESTATE

1) Sites Released by Army

Camp Piarco, the Blind Institute (V.D. Clinic), King's Wharf Warehouses have been sold to the Colonial Government by OFLC, payment received, the sites relinquished and the United States have no further rights or responsibilities regarding the sites.

Crown Point Airstrip, Tobago was transferred to the Colonial Government, at no cost, in exchange for a release of all responsibility by the United States. We retain landing rights.

Couva-Carlsen Cable was sold to Mr. wexler and resold to the Consolidated Telephone. Colonial Government, after much delay, approved that resale (which violated the original sales agreement) and has released the United States from all responsibility.

Pan American Air Ferries - Piarco was sold by OFLC to Pan American

Airways

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Airways with the approval of the Colonial Government which has given Pan American a lease on the site and has released the United States from responsibility.

Miscellaneous "Duration Sites" have been released by Army. Some were never occupied, some were occupied and have been abandoned; in some cases the present status is not clear. It is important that we receive, as soon as may be practicable, from the District Engineer a complete list of these sites (and all other sites in which Army has been interested) so that we may reach agreement with the Colonial Government as to present status.

2) Sites Being Released by Army

St. Clair Cantonements - South. The buildings have been sold by OFLC to a private salvage purchaser who is obligated to complete removal and restoration of the site to acceptable condition within a stated period. Removal operations are fairly well advanced. The Colonial Government has given the site to the City Council for park use. The City Council has indicated its wishes regarding restoration. OFLC did not include in its sales contract a "compliance penalty" and did not require a "compliance bond". There may be some difficulty over restoration. We received the use of the land from the Colonial Government and should relinquish it to that Government and NOT to the City Council.

St. Clair Cantonements - North. Has also been sold to a private contractor who has agreed to remove and restore within a specified time and has made satisfactory progress towards removal. There is no "compliance bond". This land is to be retained by the Colonial Government as "crown land" and I do not believe that there will be serious difficulty over "acceptable condition" although there has been an effort by the Colonial Government to acquire water and sewer mains without cost.

Camp Ogden. Has been offered to the Colonial Government and has been "jointly appraised". I believe that Government will, eventually, pay the jointly appraised value. Delay has resulted from opposition to the proposal of the Colonial Government to use the building for a tuberculosis hospital.

Docksite. The "Memorandum of Agreement" of June 15, 1947, provided that the United States would "as expeditiously as possible" relinquish the areas at Docksite not included in the "red" or "blue" areas. The District Engineer found it convenient to declare the fixed installations surplus to OFLC in three sections. Docksite I, all installations west of the Maraval River, were offered to the Colonial Government and, in reply, that Government requested that all installations be removed and the site restored to acceptable condition; OFLC has sold one building, at least, on that area for removal but has not pushed other sales pending decisions on Docksite II and Docksite III. They extend eastward from the Maraval River to lines drawn south from Wrightson Road from about Gate 6 and the western boundary of the USO site. The wishes of the Colonial Government with respect to the installations in those areas, declared surplus to OFLC, have been requested and replies are expected.

OFLC has informed me that inquiries regarding the entire lot of fixed installations on Docksite I, II and III have been received from Venezuela, Chile and from a local "syndicate" which includes representatives of local importers of building materials. OFLC will prefer a single sale covering the lot if an acceptable price can be arranged. It will require a considerable time to remove those installations and I hope the "Memorandum of Agreement" will have been ratified by that time as I do not

believe

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believe Army will be willing to actually relinquish the sites until the supplementary lease on the "red areas" has been signed or has been approved in London.

Colonial Government has informed me, in a "secret" communication, that the areas to be relinquished at Docksite are to be incorporated within the limits of the City of Port-of-Spain; no public announcement has yet been made. Colonial Government prefers to delay announcement, if possible, until we have actually relinquished the sites. It will be preferable for us to deal with the Colonial Government and NOT with the City Council. The Docksite Area has been vastly improved during our occupancy and there should be no difficulty over "acceptable condition" when the time comes for relinquishment despite an old (and abandoned) "development plan" for that area.

3) Areas to be Retained by Army.

Waller Field (Ft. Read), Carlsen Field, Waterloo Range, Green Hill, Manzanilla, Docksite "Blue Area"and certain parts of the islands of Monos, Huevos and Chacachacare are the most important areas now held under 99 year lease. The limits of the "blue area" at Docksite have not been definitely established but there is adequate agreement as to their extent. At the present time Army, or Air Force, has no intention of relinquishing or "abandoning" any of those areas although some may be "inactivated".

Supplementary leases are being negotiated on the "Red Areas", at Docksite, Flagstaff Hill (Tobago), La Lune, Blanchisseuse (all mentioned in the "Memorandum of Agreement" and its annexes) and on some of the lands held on Chacachacare.

Army and Air Force have repeatedly changed their plans in the past and will, no doubt, continue to make changes in plans which will affect their needs for leased areas in the Colony. At present they prefer to hold on to as much as possible rather than risk complications expected to result from requests for additional areas later.

4) Revocable Licenses. The Army authorities seemed uncertain for sometime as to whether "revocable licenses" could be granted on areas held in this Colony under lease but now have decided that they are legally possible, so far as United States laws and regulations are concerned. (I believe that an amendment of the Bases Agreement will be necessary but that it can be arranged without too much difficulty.) In compliance with the request of the District Engineer the Colonial Government has been requested to indicate its attitude towards, and interest in, such licenses. The State Department has been informed so that the Legal Adviser can prepare an instruction if the Department questions the legality or advisability of "revocable licenses".

The "Schedule to the Memorandum of Agreement" (June 15, 1947) specifically provides for a "revocable license" on the "red areas" at Docksite.

The District Engineer and I have discussed with the Colonial Government the possibility of a "revocable license" on the "blue area" at Docksite. The Colonial Government has indicated interest and promised to submit a proposal.

The District Engineer is aldo willing to consider "revocable licenses" on areas held under 99 year leases, or to be acquired under supplementary leases, on the islands of Monos, Huevos and Chacachacare and possibly on other areas to be held but "inactive".

The

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The possible "revocable license" on the "red" and "blue" areas at Docksite is by far the most important because it is the most valuable property, because of the valuable fixed installations of the United States to be included and because it is most likely to be wanted again by the United States. Some local businessmen (A.K. Mackenzie and Alan Storey among them) are attempting to interest the Colonial Government in permitting the use for all or a part of that area as a "free port": Such utilization would probably best suit the United States military authorities if they ever wished to reactivate it for our use.

On Monos the United States holds some desirable beach properties which could be utilized for recreational purposes and I believe it to be to our advantage (for purposes of good will) to permit that utilization. Army has some buildings on that island which can best be sold for use in place to license holders. We have no fixed installations on Huevos and it is unlikely that the Colonial Government will permit private individuals to acquire license rights on Chacachacare because of the leper colony there; the Colonial Government may be interested. In arranging for licenses for private use on Monos it should be clearly understood that similar licenses will NOT be granted by Navy on the N.O.B. (including the "Five Islands").

Any "revocable licenses" granted should be granted by the United States to the Colonial Government even when the Colonial Government may intend to sub-license to third parties.

5) Roads

The Churchill-Roosevelt Highway was to have been given to the Colonial Government, is to be given under the terms of the "Memorandum of Agreement" and, in my opinion, should be transferred to the Colonial Government as soon as that Government can be persuaded to take it. It is a liability and not an asset to us since we are burdened with maintenance and may become involved in traffic problems and further involved in difficulties with respect to right-of-way control. I cannot see that we have anything to gain by retaining the highway.

The Caroni Cut-Off is maintained by the Colonial Government but I understand that that road is still "retained on the books" of the District Engineer. The "paper" status of that road should be determined and, if necessary, it should be formally transferred to the Colonial Government without further delay.

The obligation of the United States Army to build the Fort Read By-Pass Road was settled to our satisfaction by the "Memorandum of Agreement" and I sincerely hope that it remains settled as I am convinced that we were definitely committed to build that expensive highway.

That section of the Eastern Main Road which passes through Fort (Waller Field now) is not leased land. I think it would be to our advantage to arrange for the Colonial Government to assume control, and maintenance responsibility as soon as may be practicable.

The Demerara Road connecting the Churchill-Roosevelt Highway and the Eastern Main Road within Waller Field (see II(2) of the "Memorandum of Agreement") should be opened to the public as soon as may be practicable. (I personally feel that a better connection could have been provided but this was offered by Army and accepted by the Colonial Government).

The control of traffic on the Eastern Main Road in Waller Field by the United States Air Force causes some understandable resentment on the part of local residents; similar control will be exercised over the

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Demerara Road when it is made available to the public. Air Force maintains guards at the Waller Field gates on the Eastern Main Road and requires all traffic to stop for examination by Air Force guards. Air Force claims that inspection and control at the gates is necessary to reduce stealing and to control the entrance and departure of unauthorized persons. The Trinidadians resent the fact that foreign officials are given any control over their movements over a road which is not even under lease to the United States. Probably nothing can be done at present except to see that Air Force traffic control operates to convenience the public as little as is absolutely necessary. Air Force now plans, for sometime in the distant future, to replace present temporary buildings at Waller Field with permanent buildings and to locate all such permanent buildings south of the Eastern Main Road. When that is done and the number of "open" highways leading off the Eastern Main Road is reduced it is hoped that it may be possible to guard those highways and remove control from the Eastern Main Road. I attract importance to this matter since it is one of the few causes for justifiable complaint by local residents of continued interference with their "rights" by the United States military authorities.

6) Aripo Valley. Under the Bases Agreement the Army acquired rights which might be exercised at its option in the Guanapo Valley water shed, later proposed to be exchanged for similar rights in the Aripo Valley. Army has found adequate and suitable water in wells in the Waller Field area and it is highly improbable that the option to use the Aripo Valley will ever be exercised. This matter is handled very satisfactorily in "Agreed Minute 2" of June 15, 1947.

C. SPECIAL REAL ESTATE PROBLEMS.

1) Wrightson Road U.S.O.

No lease has ever been executed on this site although there is ample evidence of our right to its use contained in correspondence. This site is NOT a part of the Docksite areas to be released by Army under the provisions of the "Memorandum of Agreement". As there is no formal lease disposal responsibility for the site is difficult to determine. The buildings and certain of the equipment are understood to be the property of P.W.A. or F.W.A.

I have tried for some time to have the status of this site and installation clarified and believe that necessary action is now being taken.

The Colonial Government has been willing to allow the matter to be "held in abeyance" pending the result of its effort to have the area excised from the limits of the City of Port-of-Spain. The matter was mentioned during the June 1947 conversations.

I strongly believe that we have a valuable "option" to a supplementary lease on the site which we should not willingly surrender without obtaining some corresponding site elsewhere or some commensurate advantage.

2) Pan American Staff House - Cocorite.

Built by Pan American before we entered the war with funds believed to have been supplied by United States Army Air Forces under a very highly classified agreement or contract. I have made repeated and fruitless efforts to have the responsible Army (possibly Air Force now) locate "the papers" and have the installation declared surplus. Correspondence shows that Pan American definitely claims to have been

relieved

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relieved of all responsibility. District Engineer insists he has no responsibility. There is no caretaker and the building has been entered and stripped. We have lost opportunities to sell the building at the value it had when abandoned. We still face the possibility of difficulties with the City Council over rental. When the question of rental comes up (as it one day must) we should attempt to settle the matter through the Colonial Government if that Government can be persuaded to help us.

II. PROBLEMS OTHER THAN REAL ESTATE

A. Implementation of the Bases Agreement Locally.

The Bases Agreement was negotiated by the U.K. Government and its terms have been respected or enforced locally by means of various "Emergency" Regulations issued during the past war and extended to remain in effect. It is not practicable to continue to extend the validity of those regulations for the duration of the 99 year period. Eventually the Colonial Government must pass legislation which will permit the local implementation of the provisions of the Bases Agreement. It is desirable that all property and real estate questions be completely settled by that time.

When the necessary legislation is proposed to the Legislative Council of this Colony I fully expect attempts will be made to oppose its adoption. Local politicians will take advantage of the opportunity to voice popular displeasure against the action of the U.K. Government in sacrificing Trinidad interests without previous consultation. I now believe that local resentment in this matter is stronger against the U.K. than against the United States.

1) Jurisdiction.

The rights of the United States authorities to exercise legal jurisdiction in this Colony will be especially questioned. We have had difficulties in the past over "jurisdiction but they have been fewer and less serious than I would have expected.

2) Immigration.

When the Bases Agreement was drafted exemption from import duties was accorded the dependents of members of the United States armed forces and civilian employees but, apparently by oversight, no mention was made of dependents in the section according immigration privileges. The Colonial Immigration authorities have been most lenient and cooperative but I believe that efforts should be made to have local legislation passed providing for special treatment of dependents.

B. Radio Station W.V.D.I.

You have had an opportunity to familarize yourself with this problem. I believe that the Colonial Government, and Radio Trinidad, are now convinced that entertainment broadcasts by W.V.D.I. serve a "military purpose" and we should try to maintain that conviction. If that point should be raised again, locally, I believe it should be referred to the Washington-London level for a final decision.

C. Aviation. Negotiations are proceeding at the Washington-London level, separately, regarding: 1) civil use of United States military landing facilities on 99 year bases and 2) landing rights for United States military aircraft in British Colonies other than at leased areas. There

is

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is nothing to be done locally other than to preserve the present excellent relations between the Colonial Civil Aviation authorities and our military aviation authorities.

III. RESPONSIBLE UNITED STATES AGENCIES.

A) Navy.

The Commanding Officer, United States Naval Operating Base, prefers that all communications on all matters affecting "base problems" be addressed to him. He thereupon assigns competent officers, such as his "legal officer" his "public works officer" or his "supply officer" to take necessary action. All property matters are referred to the Navy Bureau or Yards and Docks. NOB., Trinidad, is subordinate to the 10th Naval District, San Juan, Puerto Rico, in such matters and handles all such matters for other Naval units here such as the Naval Air Station, FASRON, etc. NOB also acts for the Coast Guard here.

B) Army.

Army is not now represented in Trinidad directly other than by a representative of the District Engineer, Antilles District (at San Juan), all other former activities of the Army having been transferred to the Air Force. The District Engineer handles all real estate matters for Army and, presently, for Air Force including leases, relinquishments, restoration of sites, disposal of fixed installations, etc.

In the past when a fixed installation (buildings, improvements, fences, water lines, etc.) of the Army or Air Force was determined to be excess to the needs of the United States the District Engineer made a "surplus declaration" which transferred disposal responsibility to OFLC. But the District Engineer retained responsibility for the care of the property until it might be "shipped" to a purchaser by OFLC. And if the installation were on a site to be relinquished the District Engineer retained responsibility for restoring the site to acceptable condition. The District Engineer also has responsibility for any claims for rental or damages in connection with any leased property. The District Engineer has recently informed me that, in future, his officer will dispose of surplus fixed installations to be found to be surplus but which have not yet been declared surplus; I have asked the Department to confirm that statement as neither the Consulate nor OFLC has been so advised.

C) Air Force.

On October 1, 1947, the Air Force took command of all former Army activities in this Colony with the exception of Docksite and is expected to retain operational command over all active leased base areas while the Army District Engineer will assume command over areas to be "inactivated", such as Carlsen Field, Monos, etc. Air Force will determine what areas are to be maintained on an active status but will have nothing to do directly with disposal of installations on inactivated areas or with "revocable licenses" on those installations or their sites.

Waller Field Command of the Air Force is subordinate to the 24th Composite Wing (Brig.Gen. John A. Samford) at Borinquen Field, Puerto Rico, in turn subordinate to the Caribbean Air Command, Panama, in turn surbordinate to the Caribbean Defence Command (Lt. Gen. Crittenberger), Panama.

D) OFLC

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D) OFLC.

In 1945 the Office of the Foreign Liquidation Commissioner was established by Congressional action to handle the disposal of all United States surplus property outside the United States. Prior to that time Army and Navy here sold surplus property, moveable property or fixed installations, directly.

A local office of OFLC was established here in the spring of 1946. Neither the local representatives of OFLC nor the field Commissioners in Panama nor this Consulate have ever received satisfactory instructions regarding the relationship to be established between the OFLC and the Consulate. We have worked matters out as best we could and due to the personalities involved I think we have done pretty well.

OFLC has sold moveable property in this Colony which had an original cost value of about $20,000,000. I arranged an agreement with the Colonial Government permitting local sales (not authorized by the Bases Agreement) but otherwise have had as little as possible to do with sales of moveable surplus property excepting when the Colonial Government has been concerned. There is little remaining surplus moveable property here, insufficient to justify the continuation of the local office of OFLC for much longer. Moveable surplus army property is not the concern of the District Engineer.

Because fixed installations have invariably been on sites obtained from the Colonial Government I have felt that the Consulate should concern itself with the disposal of those installations and have been active in those disposals in so far as the Colonial Government is concerned. I take full responsibility for the sale of the Pan American Air Ferries - Piarco, to Pan American. On other sales of fixed installations other than to the Colonial Government I have advised OFLC only when requested to do so. I accept no responsibility for the "Goat's Manor" deal, which was entered against my advice, or the failure of OFLC to include provisions for "complete bonds" in sales agreements; I have suggested those bonds to OFLC.

According to the Army District Engineer his office and not OFLC will handle fixed installations which may be found to be "surplus" in the future and OFLC will handle only such fixed installations as have already been declared "surplus". Declaring agencies need not transfer disposal responsibility and OFLC need not accept disposal responsibility for "salvage" materials; the definition of salvage is conveniently vague so far as I understand it.

OFLC never assumes custodial responsibility, that responsibility always remains with the declaring agency as does any responsibility for rental, damages or restoration costs. OFLC has tried to protest the declaring agencies in such matters to the best of its ability.

The Consulate handles certain accounts for the local office of OFLC as a Department of State organization.

I have enjoyed exceptionally good cooperation from OFLC officials with whom I have been in contact.

It has not been possible for me to cover all pending or possible problems even in this long communication. I will have sufficient copies of this letter typed to permit you to forward copies to the Department and will retain a copy for my use should I be requested to proceed to Washington on consultation.

Respectfully yours,

Ellis A. Bonnet,
American Consul.

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THE STATE-WAR-NAVY COORDINATING COMMITTEE
WASHINGTON, D. C.

Col Field —

Attached is for our info, but due to apparent reference in last par of enclosure, you may wish to advise JCS or AirForce.

I assume that this may not be nec as Sec Army & Navy would do so

(33)

Copies have JCS for their files & Gen Lutes

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DEPARTMENT OF STATE

OFFICE
~~DIVISION~~ OF EUROPEAN AFFAIRS

323.3
Air Bases
Misc.

Division of British Commonwealth Affairs

February 6, 1948.

CONFIDENTIAL

To: The Secretary, The State-Army-Navy-Air Force Coordinating Committee

From: BC

Subject: Agreement to Delimit the Waters Adjacent to the U.S. Naval Base at Argentia, Newfoundland.

Pursuant to Departmental Announcement No. 577 of June 19, 1947, there are attached copies of letters addressed to the Secretary of the Army and the Secretary of the Navy transmitting to each a copy of a despatch from the American Embassy at London concerning an exchange of notes covering an agreement between the United States and the United Kingdom delimiting the waters adjacent to the U. S. Naval Base at Argentia, Newfoundland.

SWNCC SECRETARIAT

State Member	WDZ
Army Member	
Navy Member	
Ass't State Member	
Ass't Army Member	
Ass't Navy Member	
Executive Secretary	
Ass't Exec. Secretary	
State Adm. Assistant	
Army Adm. Assistant	RDT
Navy Adm. Assistant	
File	

Attachment:

1. From Embassy, London, No. 2708, dated November 28, 1947.
2. Copies of letters to Army and Navy.

Confidential

BC:CLBorjes:jz

CLB

33

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

FEB 10 1948

In reply refer to
BC 811.34544/12-2347

CONFIDENTIAL

The Secretary of State refers the Secretary of the Army to this Department's letter dated October 3, 1947, concerning the agreement desired by the Secretary of the Navy to delimit the waters adjacent to the United States Naval Base at Argentia, Newfoundland. There is now enclosed for the information of the Secretary of the Army a copy of a despatch from the American Embassy in London transmitting a copy of a note on the subject addressed to the British Secretary of State for Foreign Affairs dated October 23, 1947, in reply to a similar note from the British Foreign Office dated August 13, 1947, thus consummating the above-mentioned agreement.

Copies of the despatch and its enclosures have also been forwarded to the Secretary of the Navy and to the State-Army-Navy-Air Force Coordinating Committee for their information.

Enclosures:

From Embassy, London,
no. 2708, dated
November 28, 1947,
with enclosures.

CONFIDENTIAL

BC:CLBorjes:jz 2-6-48

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

FEB 10 1948

In reply refer to
SC 811.34544/11-2847

CONFIDENTIAL

The Secretary of State refers the Secretary of the Navy to a letter from Rear Admiral E. T. Wooldridge, dated September 30, 1947, Ser. 0580P35 (SC A14-7/EF13-43)) stating that the terms of the agreement to delimit the waters adjacent to the United States Naval Base in Newfoundland as given in the annex to the note from the British Foreign Office to the American Ambassador in London dated August 13, 1947, are acceptable to the Navy Department.

The Embassy was accordingly instructed to formalize the agreement by an exchange of notes and there is now enclosed a copy of a despatch from the Embassy transmitting a copy of the communication addressed to the British Secretary of State for Foreign Affairs, thus consummating the exchange of notes.

Copies of the despatch and its enclosures have also been forwarded to the Secretary of the Army and the State-Army-Navy-Air Force Committee for their information.

Enclosure:

From Embassy London
No. 2708, dated
November 28, 1947.

CONFIDENTIAL

BC:CLBorjes:jz 2-6-48

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COPY

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY, LONDON

CONFIDENTIAL

November 28, 1947

AIRMAIL

No. 2708

Delimitation of waters adjacent to leased bases in Nfld.

SUBJECT: Agreement between the United States and the United Kingdom on "leased areas" in Newfoundland.

The Honorable,
The Secretary of State,
Washington

Sir:

In referring to the Department's instruction No. 407 of October 15, 1947 (File No. 811.34544/9-3047), I have the honor to report that the Agreement between the United States and the United Kingdom on "leased areas" in Newfoundland was formalized on October 23, 1947, when Mr. Gallman, then Chargé d'Affaires ad interim, addressed a Note in the premises to the British Foreign Secretary.

A copy of Mr. Gallman's Note with enclosure is transmitted herewith. It refers to the British Note of August 13, 1947 (AN 2793/107/45), a copy of which was transmitted to the Department under cover of this Embassy's Despatch No. 1934 of August 20, 1947. These two notes thus constitute the exchange of notes which "place on record the formal confirmation of the provisions of the Agreement by the Governments of the United States and of the United Kingdom."

The Embassy will now regard this case as closed unless further instructions are received from the Department.

Respectfully yours,

For the Ambassador:

Landreth M. Harrison
First Secretary of Embassy

Enclosure (1) Note dated Oct. 23, 1947, from Chargé d' Affaires, London Embassy, to Sec. of State for Foreign Affairs. The Foreign Office, London with 2-page Annex setting forth "terms of agreement".

Original and hectograph to the Department
LMH/em

CONFIDENTIAL

33

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

COPY

CONFIDENTIAL

AMERICAN EMBASSY

London, October 23, 1947

(Your Excellency,)

I have the honor to acknowledge the receipt of Your Excellency's Note of August 13, 1947 (NO. AN 2793/107/45) to which there were annexed the revised terms of the agreement delimiting the waters adjacent to the United States Naval Base in Newfoundland. Your Excellency stated that His Majesty's Government in the United Kingdom desired that the agreement should be confirmed by an exchange of notes.

The Government of the United States of America has approved of the revised terms of the agreement, as annexed hereto, and I now have the honor to state that the present Note and Your Excellency's Note of August 13, 1947, are to be regarded as placing on record the formal confirmation of the provisions of the agreement by the Governments of the United States of America and of the United Kingdom.

Accept, Sir, the assurances of my highest consideration.

(W. J. GALLMAN)

(Chargé d'Affaires ad interim)

The Right Honorable Ernest Bevin, M.P.,
Secretary of State for Foreign Affairs,
The Foreign Office,
London, S.W. 1

CONFIDENTIAL

Enclosure No. 1 to despatch No.2708 of Nov.28, 1947
from the Embassy at London, England.

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ANNEX

Whereas, in paragraph 1 of Article 1 of the Agreement signed in London on the 27th March, 1941, relating to the Bases leased to the United States of America, it is provided, among other things, that the United States shall have all the rights, power and authority within the limits of territorial waters and air spaces adjacent to, or in the vicinity of the Leased Areas, which are necessary to provide access to and defence of the Leased Areas, or appropriate for the control thereof; and

Whereas, in paragraph 4 of Article 1 of the said Agreement it is provided that in the practical application outside the Leased Areas of the preceding paragraphs there shall be, as occasion requires, consultation between the Government of the United States and the Government of the United Kingdom; and

Whereas in paragraph 4 of the Protocol to the said Agreement it is agreed that in all consultations concerning Newfoundland arising out of Article I (4), II and XI (5) of the Agreement or of any other Articles involving considerations of defence, the Canadian Government as well as the Government of Newfoundland will have the right to participate; and

Whereas the waters in the vicinity of Argentia, including anchorages, channels and approaches, are demonstrated to be, in general, the maximum area of territorial water necessary to the United States Forces at Argentia to exercise the rights, power and authority conferred by Article 1 of the said Agreement;

Now therefore it is agreed between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America after consultations in which the Governments of Canada and Newfoundland have participated that the limits of the territorial waters at Argentia within

which/

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

which the United States shall exercise the said rights, power and authority shall be the water areas included in the boundaries defined by a line joining the following points.

Beginning at Moll Point northwest of Placentia (at approximately mean tide level) a hundred and eighty and a half degrees three point nought nought miles (180-1/2° 3.00 mile) from Latine point flashing light which is in position Latitude forty-seven (47) degrees eighteen (18) minutes fifty five (55) seconds North, Longitude fifty four (54) degrees nought (0) minutes thirty five (35) seconds West approximately. Thence due west (true) for a distance of three (3) nautical miles.

Thence due north (true) for a distance of six point five four (6.54) nautical miles.

Thence due east (true) for a distance of four point nought nought (4.00) nautical miles.

Thence one hundred and one degrees (true) for a distance of two point seven three miles (101° 2.73 miles) to the short line in Big Seal Cove (at approximately mean tide level).

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

DEC 19 1947

please certify + return to SANACC Rm 2225

SECRET

323.3 Air Bases Mtgs WDS

My dear Mr. Secretary:

I should like to bring to your personal attention a matter which may seriously impede our negotiations with Denmark for base rights in Greenland.

The Danish Government has requested the United States to receive in the U. S. Zone of Germany some 8,000 Germans who are refugees in Denmark. The Department of the Army has indicated that it cannot concur in complying with the Danish request. The Danish Government has firmly indicated to the Department of State that Danish feeling in this matter is so intense that refusal by the U. S. to meet the Danish request is likely to make it impossible to obtain the base rights in Greenland which I understand is a matter regarded as highly important from a national security standpoint. In these circumstances I believe the problem is essentially one of weighing the inconvenience and burden which receiving these refugees would place upon the administration of the U. S. Zone against the danger to our negotiations for the Greenland bases which would result from refusing the Danish request. Although it is my own view that the greater interests of the U. S. will be served by agreeing to the Danish request, I feel that the question is one of primary concern to the Department of National Defense. I should, therefore, appreciate your guidance. Because of the interest of the Army, Navy and Air Force in this matter, I am sending copies of this letter to Messrs. Royall, Sullivan and Symington.

The German refugees in question are among some 70-75 thousand who remain from some 200,000 Germans who fled to Denmark during the war. The maintenance of these refugees has been a heavy and distasteful burden upon Denmark, which has repeatedly urged the Occupying Powers to absorb them. The Department of State has been informed by the Danish Ambassador that the Soviet Zone will absorb half of the refugees if the Western Zones will absorb the remaining half. The Western Zones have thus far absorbed some 62,000, of whom 12,000 were taken by the U. S. Zone, although no obligation rested on the U. S. to do so. Of the 70-75 thousand remaining, Denmark regards the Soviet Zone as obligated to take 50,000 and has requested the three Western powers to take 2-25 thousand, the U. S. Zone's share being approximately 8,000.

The

The Honorable
James Forrestal,
The Secretary of Defense,
Washington, D. C.

SECRET

32

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

The Danish Government has stated that the other Western powers are willing to take their share, conditioned upon our agreement to take our share. The British Government has made a proposal in the Coordinating Committee in Berlin to complete the solution of this problem. This matter is now before a subcommittee of the Coordinating Committee and the U. S. must take a position on it in the near future.

This matter has been discussed thoroughly with representatives of the Army Department here and by Ambassador Douglas and Assistant Secretary Saltzman with General Clay in London. The Army's position is based upon the acute housing and food situation in Germany; the effect which affirmative action would have upon the Germans in our zone and upon other countries such as Czechoslovakia and Hungary which have been anxious to send their German population into our zone; the lack of obligation to accept the refugees; and the fact that the U. S. Zone already had accepted the previous group without such obligation. These objections are valid and understandable from the point of view of the administration of Germany. They must be weighed, however, against the effect of U. S. rejection of the Danish request.

The Department of the Army has suggested that if definite assurance can be obtained from Denmark that the base rights would actually be obtained as a result of possible action on the Danish request, it would be prepared to reconsider the whole question. We have considered this suggestion but have concluded that under the circumstances it should not be attempted since its effect would probably be adverse rather than favorable.

Our position will be considerably improved if we are able to give the Danes a favorable reply promptly. I should, therefore, appreciate hearing from you as soon as possible.

Sincerely yours,

ROBERT A. LOVETT
Acting Secretary

A-S:P.P.Claxton:H.A.Fierst:br
12/17/47

NOE EUR

A true copy of the signed orig. ml.

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SPAACC

323.3 Air Force Mil Govt

SWNCC SECRETARIAT

State Member	
Army Member	
Navy Member	
Ass't State Member	
Ass't Army Member	
Ass't Navy Member	
Executive Secretary	
Ass't Exec. Secretary	
State Adm. Assistant	
Army Adm. Assistant	
Navy Adm. Assistant	
File	

DEC -8 1947

In reply refer to
BC 811.34544/8-1947

CONFIDENTIAL

Dear Mr. Secretary:

I refer to correspondence and discussions between the War and State Departments from 1942 to the summer of 1947 and between the Army, Air Force, and State Departments since the latter date concerning the obligation of the United States under paragraph 5 of Annex III(A) of the Leased Naval and Air Bases Agreement of March 27, 1941, with respect to highway communication between Hamilton Parish and St. George's Island, Bermuda. You will recall the meeting in your office on November 19, 1947, when an official delegation from Bermuda, accompanied by Mr. Armour, Assistant Secretary of State, discussed the problem with you.

The United States has already fulfilled the obligation in part, and it is the purpose of this letter to recommend the course of action to be taken in fulfilling the remainder of the obligation - a course of action which I believe would be in the best interests of the United States and would satisfy the requirements of the Bermuda Government.

Outline History of the Obligation

The pertinent paragraphs of Annex III(A) of the Bases Agreement of 1941 are as follows:

> "(1) The United States will not close the existing channels from Ferry Point Bridge to St. George's Harbour or from St. George's Harbour to Tucker's Town, unless it first provide alternative channels to give facilities at least as adequate as those given by the present channels.
>
> . . . . . .

The Honorable
James Forrestal,
Secretary of Defense,

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

"(3) The United States shall have the right to construct a causeway between Tucker's Island and King's Point in Sandys Parish, but a channel will be preserved and maintained between Tucker's Island and King's Point sufficient for such vessels as now use the channel at present existing.

. . . . . .

"(5) The United States will not interrupt highway communication between Hamilton Parish and St. George's Island; and if its works or operations shall prevent the continued use of the present highway facilities between Blue Hole and the Swing Bridge on St. George's Island, and it does not provide alternative facilities, as satisfactory as the said present facilities, directly between those points, it will provide such alternative facilities between the main north shore road at Bailey's Bay and the main road at Mullet Bay, and will for that purpose construct and maintain a suitable drawbridge between Coney Island and Ferry Point."

In 1942 it appeared that the construction of the Kindley Field Air Base would interfere with the then existing highway between Hamilton Parish and St. George's Island. (See sketch map attached hereto.) It was therefore expected that the United States would be required by paragraph 5 to provide alternate facilities between Bailey's Bay and Mullet Bay with a drawbridge between Coney Island and Ferry Point. During a conference at Washington in 1942 the United States asked to be relieved of the obligation (under paragraph 3) to maintain the channel between King's Point and Tucker's Island, and Bermuda agreed that if it were assured that the United States would construct and maintain a suitable drawbridge capable of carrying both railroad and vehicular traffic on this alternate route it would release the United States from the obligation to maintain the channel. The agreement was embodied in an exchange of notes. The United States note, dated July 21, 1942, and explicitly approved by the War and Navy Departments stated that: "It has now been ascertained that the proposed arrangement is satisfactory to the War and Navy Departments of this Government

and

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

and the Secretary of State would appreciate being informed whether such an arrangement would likewise be satisfactory to the British Government. If so, it is proposed that this note and the Embassy's reply thereto shall be regarded as placing on record the understanding that paragraph 3 of Annex III(A) of the Base Lease Agreement of March 27, 1941, shall be considered as of no effect and that, with reference to paragraph (5) of Annex III(A) of the same Agreement, this Government will construct and maintain a drawbridge between Coney Island and Ferry Point sufficient to provide for both railroad and vehicular traffic."

Repeated Acknowledgments of the Obligation

The record from 1943 to July 1947 contains many evidences of the Government's acknowledgment of its obligation to construct the double-duty bridge between Coney Island and Ferry Point. Thus on March 4, 1943, the Department informed the British Ambassador, on the basis of a communication from the War Department, that although the War Department was anxious to proceed with the construction of the bridge, materials and shipping probably would not be available till the end of the war. Again, the Department informed the British Ambassador on November 25, 1946, that cost estimates were being revised in order that steps might be taken to fulfill this Government's obligation; this note concluded by inquiring whether Bermuda would be willing to consider a financial settlement in lieu of the bridge. Bermuda declined the offer and requested that the construction be started as soon as possible.

On April 14, 1947, Secretary Patterson wrote the Department that although "this commitment /to build the bridge/ is fully recognized" he believed that "in view of present relationship between the United States and the United Kingdom which provides for mutual cooperation on a world wide basis, and in view of the fact that the United States is in the process of assuming heavy burdens which were formerly borne by the United Kingdom" the United States should be relieved of its obligation. Acting Secretary Acheson replied in a letter of April 17, 1947: "I realize that your proposal is based on the fact that this Government is assuming burdens which were formerly borne by the United Kingdom, but I believe that you will agree that these burdens are being assumed largely in our own interest and that we could not, therefore, make this turn

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of events the basis for requesting release from an obligation to which we are definitely committed".

Altered Circumstances Since 1942

Subsequent to 1942, the circumstances on which paragraphs 3 and 5 of Annex III(A) of the 1941 Bases Agreement and the 1942 exchange of notes were based changed considerably. The fundamental responsibility was to maintain highway communication between Hamilton Parish and St. George's Island "as satisfactory as the said present [1941] facilities, directly between those points" (i.e. Blue Hole and the Swing Bridge). However, after 1942 it was found that the construction of the Kindley Field Air Base did not, as had been supposed earlier, require the abandonment of the route via Blue Hole and the Swing Bridge as the road was relocated to pass around the Base.

The Obligation Reviewed in Light of Altered Circumstances

Secretary Patterson's letter of May 29, 1947, refers to a meeting at which representatives of the War and State Departments tentatively adopted the view, subsequently concurred in by the Department of State's Legal Adviser, that further improvement of the Blue Hole road by the construction of a permanent drawbridge in the causeway on this route should fulfill the United States obligation to maintain direct highway communication between Hamilton Parish and St. George's Island. This view was based upon the belief that altered circumstances, not foreseen by the United States or Bermuda in 1941 and 1942, relieved the United States, at least in equity, from the specific commitment to construct and maintain the alternative route between Bailey's Bay and Mullet Bay.

Bermuda Declines to Relieve the United States

In a note of July 8, 1947, the Department informed the British Ambassador that the United States considered that in improving the bridge facilities on the causeway between Blue Hole and the Swing Bridge and in relocating the existing road between the causeway and the Severn Bridge it would have fulfilled its obligation under paragraph 5 of Annex III(A) of the Bases Agreement. A note of August 19, 1947, from the British Ambassador informed the Department that Bermuda insisted that the United States

was

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was clearly obligated to construct and maintain the route between Bailey's Bay and Mullet Bay and that the proposed alternative route was not a satisfactory substitute.

Removal of the Swing Bridge

It is pertinent to mention at this point the requirement of paragraph 1 of Annex III(A) of the Bases Agreement (quoted on page 1 above) that the United States should provide a channel from Stocks Harbor by Ferry Reach to Castle Harbor. This new channel is required because the construction of the Kindley Field Air Base, a large part of which was built by fills, blocked the old channel. Dredging is now under way in connection with the new channel, and the completion of the channel with the necessary minimum width of 80 feet, requires the removal of the so-called Swing Bridge over which the old route between Blue Hole and St. George's passed. The United States had maintained that following the removal of the Swing Bridge the improved road along the western end of the Kindley Field Air Base to the Severn Bridge should furnish a satisfactory means of direct highway communication.

Conference with British and Bermudian Officials on November 18-19, 1947

The Attorney General of Bermuda, accompanied by other Bermudian officials, came to Washington and discussed the problem on November 18 and 19, 1947, with officers of the Departments of the Army and State headed by Assistant Secretary Armour. Representatives of the British Embassy were also present. In brief, the Bermudians stated that they considered the United States clearly obligated to construct the route between Bailey's Bay and Mullet Bay and specifically the new bridge between Coney Island and Ferry Point, while for the following four reasons they considered the alternative route via Blue Hole and the Air Base unsatisfactory: (1) the Blue Hole-Severn Bridge road is about three-quarters of a mile longer than the pre-war road; (2) the present road is not protected, as was the old road, by trees against high winds and driving rain; (3) proximity to runways on the Base makes the road hazardous; and (4) removal of the Swing Bridge and consequent diversion of traffic to the Severn Bridge (which is wide enough only for one-way traffic) creates a serious bottleneck at the Severn Bridge.

Mr. Armour

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Mr. Armour stated that the U. S. representatives desired to explore the problem in detail with the Bermudians and to discuss possible alternative solutions with them. He noted that circumstances had changed since 1942 and emphasized that the United States and Bermuda should aim together at a practical solution. If there was still an obligation on the United States, appropriations would have to be sought from Congress for the purpose of fulfilling it, and we should naturally wish to present to Congress a plan which from the point of view of economy, feasibility, and reasonableness, would stand the best chance of obtaining approval. He promised that the Army and State Departments would together re-examine the matter on the basis of the considerations advanced by the Bermudians. The re-examination would require about three weeks, after which, he suggested, we might find it advisable to send representatives to Bermuda for further discussion looking toward a final decision acceptable to both sides.

The Economical and Practical Solution: A Restored and Improved Swing Bridge

The United States is still committed by the 1942 exchange of notes to construct the Coney Island-Ferry Point route, including the new bridge between these points. As noted above, however, circumstances have changed, and the pre-war route by Blue Hole was not interrupted, as had been anticipated, but relocated. Bermuda contends that the relocated road via the Severn Bridge is not as satisfactory as the original road. Regardless of the merit of this contention (and it is undeniable that the relocated road will be three-quarters of a mile longer than the old road and may cause a bottleneck at the Severn Bridge) the above-mentioned legal commitment remains. According to estimates of the U. S. Army Engineers prepared in November 1947 it would cost $2,600,000 to construct the Coney Island-Ferry Point Route, including the new bridge, while it would cost only $1,300,000 to construct a restored and improved Swing Bridge to replace the existing one.

Taking into account the equities of the situation (i.e. the changed circumstances and the comparative costs of constructing the new route as against improving the existing one) I believe it would be unreasonable for Bermuda to continue to insist upon holding the United States to the 1942 commitment. I therefore recommend that

the

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the Army and State Departments agree that the United States should endeavor to persuade Bermuda to accept in lieu of the new route and bridge via Coney Island and Ferry Point a restored and improved bridge on the site of the existing Swing Bridge. While the Bermuda representatives indicated at the meetings of November 18-19, 1947, that such a proposed substitute would not be satisfactory to them, I think it may be possible to prevail on them to accept it as a reasonable and feasible solution. Their acceptance would in terms expliotly relieve the United States wholly and permanently from the 1942 commitment to construct the alternative Coney Island-Ferry Point route. The new agreement would substitute the obligation on the part of the United States to fulfill the terms of paragraph 5 of Annex III(A) of the Bases Agreement by providing satisfactory alternative facilities through construction of the Swing Bridge. Although the 1942 commitment requires us to "construct and maintain a drawbridge between Coney Island and Ferry Point," paragraph 5 of Annex III(A) of the Bases Agreement requires the United States to "provide" satisfactory alternative facilities, which requirement would be honored by the construction of the Swing Bridge without assuming an additional obligation to "maintain" it.

Further Negotiation with Bermuda

If you agree with the recommendations made in the foregoing paragraph, I suggest that representatives of the Army and State Departments proceed to Bermuda on or about December 10 to endeavor to negotiate a final settlement along the lines indicated. The agreement would then be ratified by an exchange of notes between the Department of State and the British Ambassador. It is understood that the Department of the Army does not have funds available for the construction of the proposed new Swing Bridge. Consequently, the agreement would necessarily be contingent upon the appropriation by Congress of the required funds, and this contingency would have to be covered in the exchange of notes.

Presentation to Congress

The Department stands ready to cooperate with the Department of the Army in presenting to the Bureau of the Budget and to the Congress the request for the necessary appropriation. It is suggested that testimony might

appropriately

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appropriately be offered by officers of both Departments.

Sincerely yours,

ROBERT A. LOVETT

Acting Secretary

Enclosure:

Sketch map.

A true copy of the signed original

BC:ABFocke:SNM
12-2-47

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1/7/C

ACCESS RESTRICTED

The item identified below has been withdrawn from this file:

File Designation 323.3 Air Bases - Miscellaneous

Date 10/3/47

From Foster W

To Moseley

In the review of this file this item was removed because access to it is restricted. Restrictions on records in the National Archives are stated in general and specific record group restriction statements which are available for examination. The item identified above has been withdrawn because it contains:

☑ Security-Classified Information

☐ Otherwise Restricted Information

Butaw/Post '45 Bases
Authority

JAN 5 1976
Date JTH

WITHDRAWAL NOTICE

GENERAL SERVICES ADMINISTRATION

GSA FORM 7117 (2-72)

GPO : 1973 O - 503-659

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WITHDRAWAL NOTICE

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The item identified below has been withdrawn from this file:

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Date _____

From _____

To _____

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☐ Security-Classified Information

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Authority Date

GENERAL SERVICES ADMINISTRATION

GSA FORM 7117 (2-72)

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

686

337.3
Air Bases, Misc.

8 March 1945

MEMORANDUM FOR COMMANDER RICHARDSON:

Subject: Senate Bill No. 270, 79th Congress, 1st Session.

The War Department is inclined to disfavor passage of the reference bill. A similar bill was killed in the last Congress largely through the efforts of the Assistant Secretary of War (Mr. McCloy).

There is no concern in the War Department over the omission of the term "air base" since it is felt that the term "military reservations" is in consensus on Army, Navy and air requirements.

A military study with reference to the bill is being prepared in the War Department for Mr. McCloy and current thinking is that the problem should be referred to the Joint Postwar Committee of the Joint Chiefs of Staff for consideration of the military aspects. The War Department does not consider that this is a matter for the SWNCC at this time since there is no State Department interest involved.

C.W.M.

SWNCC FILE

19

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

686

337.3
Air Bases, Misc.

8 March 1945

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C.W.M.

SWNCC FILE

29

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SECRET

3323
Air Bases, Misc

24 JUL 1947

Cross

Honorable Robert A. Lovett
Under Secretary of State
Washington, D. C.

Dear Mr. Lovett,

A review of the proposal referred to in your letter dated July 14, 1947 (NWC), together with a re-examination of our military position in South America, indicates that there is not now a positive need for the establishment of an active United States Army air base in the Magallanes area. The War Department considers, therefore, that no action should be taken with the Chilean Government at this time to acquire such a base.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

SWNCC SECRETARIAT

State Member	
Army Member	
Navy Member	1
Ass't State Member	
Ass't Army Member	
Ass't Navy Member	
Executive Secretary	
Ass't Exec. Secretary	
State Adm. Assistant	
Army Adm. Assistant	
Navy Adm. Assistant	
File	

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SWNCC 28

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

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SWNCC SECRETARIAT

State Member	-----
Army Member	-----
Navy Member	-----
Ass't State Member	-----
Ass't Army Member	-----
Ass't Navy Member	-----
Executive Secretary	-----
Ass't Exec. Secretary	-----
State Adm. Assistant	-----
Army Adm. Assistant	-----
Navy Adm. Assistant	-----
File	-----

323.3 Air Bases Misc. and

10 JAN 1947

The Honorable

The Secretary of the Navy

Dear Mr. Secretary,

In your letter dated 14 June 1946 and my reply dated 9 July 1946, we agreed in part to the recommendations of the Joint Army-Navy Board appointed to determine airbase requirements in the Hawaiian Islands. Specifically we agreed to the allocation of certain airfields between the two services and to a further consideration of the cost involved in a mutual transfer of the Naval airbase at Barbers Point, and the Army airbase at Hickam Field.

Cost estimate now submitted to me shows that the development of Barbers Point as a VHB base, when considered in the light of funds available for overseas construction, is not feasible.

Based on the above consideration I recommend that we jointly sign the attached memorandum to the Chief of Staff and Chief of Naval Operations which, in effect, disapproves those recommendations of the Board which allocated either Army or Navy owned or leased airbases to the other service in the Hawaiian area.

I am confident that the Services will continue to assist each other and that should the staging or temporary stationing of Army VHB's at Barbers Point become necessary the local commanders will reach a satisfactory agreement.

347D

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

1 Incl.
Joint Directive

SECRET

SWNCC

27

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SECRET

TO: CHIEF OF STAFF, U. S. ARMY
CHIEF OF NAVAL OPERATIONS, USN

SUBJECT: Bases for VHB Development in the Hawaiian Area.

1. The Secretary of War and the Secretary of Navy have reviewed "Proceedings of a Joint Army-Navy Board of Officers Appointed to Determine the Airbase Requirements of the Hawaiian Islands", dated 18 May 1946.

2. Recommendations contained in paragraphs 8 a. (4) to (10) inclusive, insofar as they pertain to allocations of airbases between the two services to conform to present lease or ownership, are approved. This approval does not restrict surplus disposal by an owning or leasing agency within the terms of existing Departmental policies.

3. Recommendations of the Board contained in paragraphs 8 a. (1), (2), and (3) are not approved. Disapproval is based on the excessive costs involved in constructing the technical and operating facilities and permanent housing which would be required by a mutual transfer between the Army and Navy of Hickam Field and Barbers Point airbases.

4. Balance of the Board Report is noted and may be used for general guidance at the discretion of the Chief of Staff U. S. Army and the Chief of Naval Operations, USN.

(Signed) ROBERT P. PATTERSON

Secretary of the Navy

Secretary of War

SECRET

Incl I

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

091 Brazil Misc.

320.3

10 JUL 1946

The Honorable

The Secretary of State

Dear Mr. Secretary:

Reference is made to the letter from the Acting Secretary of State, 27 June 1946, regarding the possible measures for the protection of this Government's interests during the implementation of the Secret Air Base Agreement with Brazil.

I am inclosing, for your information, a copy of a legal opinion rendered by the Judge Advocate General on the implications of the Secret Air Base Agreement, Decree Law 3462, and the Airport Development Program. It will be noted that the matter of Pan American's rights in Brazil is dependent upon the position of the Brazilian Government with respect to Decree Law 3462. Furthermore, the question of whether or not this Government should intercede with Brazil on behalf of exclusive rights for Pan American Airways appears to be dependent, to a certain extent, upon the intervention which may have already occurred in August, 1943. The determination of Brazil's position with respect to Decree Law 3462 as well as the extent of the possible intervention on behalf of Pan American Airways in 1943 appears to be necessary prior to the complete solution of this problem.

It is suggested, therefore, that the attached legal opinion be studied by the Department of State and that discussions be held at your convenience between representatives of the State and War Departments to determine the position of this Government on the matter.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

1 Incl
Cy of Legal Opinion

SWNCC SECRETARIAT

State Member	
Army Member	
Navy Member	
Ass't State Member	
Ass't Army Member	
Ass't Navy Member	
Executive Secretary	
Ass't Exec. Secretary	
State Adm. Assistant	
Army Adm. Assistant	
Navy Adm. Assistant	
File	

SWNCC

96

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

COPY

SECRET

LEGAL OPINION RENDERED BY THE JUDGE ADVOCATE GENERAL ON THE SUBJECT OF THE AIR BASE AGREEMENT WITH BRAZIL, 3 JULY 1946

1. The file does not disclose the exact nature of the custody and control of the facilities constructed or improved with United States funds which it is proposed to pass to Brazil. The contracts between the United States and Pan American Airways, Inc. (hereinafter referred to as Pan American) do not require Pan American to transfer title to any of those facilities during the continuance of the state of war. To the extent that Brazil claims ownership by virtue of decree law 3462, 25 July 1941, no transfer of title from the United States to Brazil is presently requisite. If it is the intention merely to transfer maintenance and control without attempting to dispose of the legal title to the improvements, two somewhat inconsistent theories require consideration. At about the same time that the Government was taking over maintenance and operation of airports from Pan American, it executed a secret airbase agreement (14 Jun 1944) with Brazil, which agreement was grounded upon the theory that Brazil was the owner of the airbases and equipment pertinent thereto. As Brazil has not stated its position with respect to Pan American's rights in the mentioned facilities, this office has no way of knowing whether Brazil in executing the airbase agreement proceeded on the assumption that Pan American's rights to the 20-year exclusive lease provided in decree law 3462, 25 July 1941, had been forfeited or that Brazil had merely suspended the lease as it was authorized to do under article 4 of the decree law for reason of public interest. If Brazil's position is that Pan American forfeited all its exclusive rights, then, since Brazilian law will govern the rights of Pan American as to property situated in Brazil, this Government received nothing from Pan American in the 31 August 1944 takeover of maintenance and control which it can transfer at this time. Therefore, Brazil being the owner of the facilities and having authorized their use by the United States in the airbase agreement, the United States can surrender or release those rights to Brazil without incurring obligation to Pan American. Pan American may, in the event Brazil decides a forfeiture has occurred, seek relief against this Government on the ground that delay in turning over the facilities to Brazil was caused by affirmative action of this Government. Such claim of Pan American would be based upon action taken by the United States in 1943 rather than current action contemplated at this time. Based upon the facts in the file, it is believed that in that event, Pan American would have no legally enforceable claim against the United States except as to facilities owned by Pan American at such airports for which Pan American had not previously been reimbursed by the Government, the value of which, if any, is not disclosed by the file.

2. There is nothing in the contracts between the United States and Pan American which requires the United States to intercede with Brazil on behalf of exclusive rights to Pan American. Attention is called, however, to telegram from the American Embassy in Brazil dated 28 August 1943 to the Secretary of State in which it is indicated that some intervention has already occurred. Results of that intervention are not known to this office and this office has not had any basis for determining whether anything in that intervention committed the Government to undertake further intervention. It may be that representations to Brazil, after or in conjunction with negotiations with Pan American as to a desirable solution, might result in an agreement acceptable to all parties. However, the question is one of policy, determination of which is beyond the jurisdiction of this office.

SECRET

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

LEGAL OPINION RENDERED BY THE JUDGE ADVOCATE GENERAL ON THE SUBJECT OF THE AIR BASE AGREEMENT WITH BRAZIL, 3 JULY 1946

3. To the extent that Pan American operates facilities provided under the ADP contracts, it is required by the contracts to permit the use of such facilities by other commercial planes until six months after the termination of the war. Thereafter, the use of such facilities by other commercial planes is a matter for arbitration. Any action which the Government of Brazil, acting as a sovereign, may take in requiring general use of the airports under its sovereignty imposes no liability upon the United States. The contracts with Pan American contain nothing restricting the right of the United States as a sovereign to enter into agreements with Brazil covering the general use of Brazilian airports by commercial airlines. Even if this Government consummates with Brazil arrangements for civil air rights at installations in Brazil but not exclusively for Pan American, the action in denying exclusive rights to Pan American would be the sovereign action of Brazil and this office knows of no legal recourse which Pan American would have against this Government. Whether or not such action should be taken by the United States in view of the services rendered and the risks taken by Pan American in the development of these air bases is likewise a question of policy beyond the jurisdiction of this office.

4. What notice, if any, this Government must give to Pan American regarding the proposed transfer depends upon the form which the transfer will take, i.e., whether it is a release of rights obtained under the air base agreement (14 Jun 1944), a transfer under the takeover of 31 August 1944, or a transfer of title under the ADP contracts. In this connection, it is suggested that consideration might be given as to whether this Government shall take unilateral action without regard to Pan American's position, or shall consult with Pan American as to the effect the proposed action may have upon air transportation in and pertinent relations with Brazil.

FOR THE JUDGE ADVOCATE GENERAL:

/s/ William P. Connally,Jr.
WILLIAM P. CONNALLY,JR., Colonel, JAGD
Chief, Contracts Division

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

CONFIDENTIAL

AFATC/PL Dane/71305
Wrtn 20 [illegible] 1946

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SWNCC SECRETARIAT

State Member	
Army Member	JUL 1946
Navy Member	
Ass't State Member	
Ass't Army Member	
Ass't Navy Member	
Executive Secretary	
Ass't Exec. Secretary	
State Adm. Assistant	
Army Adm. Assistant	
Navy Adm. Assistant	
File	

The Honorable

The Secretary of State

Dear Mr. Secretary:

On May 21, 1946, the U.S. Consul General at St. Johns, Newfoundland, notified the State Department that effective June 30, 1946, general supplies sent to Goose Bay Airfield, Labrador, for use of Canadian forces will no longer be exempt from Newfoundland taxes, duties, or imposts. Heretofore, they have been so exempt by agreement between the Canadian and Newfoundland Governments. By verbal agreement, such exemption extended to similar United States supplies. With the expiration of the Canadian agreement, the United States will be similarly affected.

The present status of the United States forces at Goose Bay is covered in paragraph 3.b. of a ninety-nine year lease agreement entered into by the Canadian and Newfoundland Governments, 10 October 1941, as follows:

> "b. Use of the Air Base will be made available to United Kingdom military aircraft and to aircraft of the United States Navy and Army Air Forces. The Government of Canada may permit the Governments of the United Kingdom and the United States to erect buildings at the Air Base for the accommodation of aircraft and military personnel, and may permit such governments to station naval and air force military personnel at the Air Base."

United States supplies imported into Newfoundland proper for use on the United States ninety-nine year lease bases are exempted from all Newfoundland taxes, duties, or imposts by Article XIV, as contained in Executive Agreement Series 235, Leased Naval and Air Bases Agreement, signed March 27, 1941.

It is understood through the United States Military Attache at Ottawa that the Canadian Department of External Affairs will suggest that this agreement be temporarily extended, pending the outcome of

COPY FOR JOINT WAR-NAVY-STATE COORDINATING COMMITTEE

CONFIDENTIAL

25

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

negotiations to be initiated on future imports for the Canadian armed services. It is requested that the State Department initiate (in coordination with the Canadian Government) action to secure a temporary extension of the current arrangements and enter into negotiation for an agreement governing importation of supplies for the armed forces and civilian employees at Goose Bay or such other points in Newfoundland Territory where such forces are now or may in the future be stationed, along the lines of Article XIV of the Leased Naval and Air Bases Agreement.

Sincerely yours,

[Signed] ROBERT P. PATTERSON

Secretary of War

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SWNCC SECRETARIAT

State Member ------
Army Member ------
Navy Member ------
Ass't State Member ------
Ass't Army Member ------
Ass't Navy Member ------
Executive Secretary ------
Ass't Exec. Secretary ------
State Adm. Assistant ------
Army Adm. Assistant ------
Navy Adm. Assistant ------
File ------

1-2-3 Approval
Signature

AC/AS-5, Civil Aviation Br
Lt Col Brier 3481

Interim use of Ninety-nine year leased bases by U.S. and U.K. civil aircraft.

JUN 3 1946

SUMMARY

1. The Secretary of State has dispatched to the Secretary of War a note dated 17 May 1946 (Tab A) inclosing a note from the British Ambassador dated 7 May 1946 (Inclosure to Tab A) and requesting the War Department's comments thereon.

2. Subsequent to the Bermuda Conference on the opening of the ninety-nine year-leased bases for use by civil aircraft, it was undertaken by the United States Government to open certain of the bases for use by civil aircraft of the United States and the United Kingdom on a temporary basis, pending finalization of the heads of agreement. The original United States proposals were made in a note 7 March 1946 (Tab B).

3. The United Kingdom now requests that an amendment be made to the original proposals of the United States. This amendment would allow the United Kingdom to make the same use of the bases for the ferrying of surplus aircraft purchased from that Government as is now proposed for the United States in the ferrying of purchased United States surplus aircraft.

4. It is concluded that the War Department should have no objections to the proposed British amendment.

5. It is recommended that the Secretary of War sign and dispatch the attached letter (Tab C) to the Secretary of State.

COORDINATION

6. None required.

FOR THE COMMANDING GENERAL, ARMY AIR FORCES:

3 Incls
1 - Tab A
2 - Tab B
3 - Tab C

REUBEN C. HOOD, JR.
Brigadier General, U. S. Army,
Deputy Chief of Air Staff.

~~NOTED-ASST. DEPUTY CHIEF OF STAFF~~
~~U.S. ARMY~~

Copy for S-W-N Coord. Comte

NOTED-OFFICE CHIEF OF STAFF
11 JUN 1946

(24)

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

COPY

In reply refer to
BC 811.34544/5-746

May 17, 1946

The Acting Secretary of State refers to previous correspondence with the Secretary of War concerning the use of the leased air bases by civil aircraft, and encloses two copies of a note from the British Ambassador in reply to this Department's communication of March 7, 1946, which proposed that the leased air bases at St. Lucia and in British Guiana should be opened to temporary civilian use under the provisions now governing at Coolidge Field, Antigua, and that Carlson and Waller Fields, Trinidad, and Vernam Field, Jamaica, should be made available as bad weather alternates.

The comments of the Secretary of War on the British Ambassador's note would be appreciated.

A similar letter has been addressed to the Secretary of the Navy.

Enclosure:

From British Embassy,
Dated May 7, 1946

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

COPY

Ref: 159/-/46

His Majesty's Ambassador presents his compliments to the Acting Secretary of State and has the honour to refer to the State Department's note of the 7th March proposing that the leased air bases at St. Lucia and in British Guiana should be opened to temporary civilian use under the provisions now governing at Coolidge Field, Antigua, and that Carlson and Waller Fields, Trinidad, and Vernam Field, Jamaica, should be made available as bad weather alternates.

2. His Majesty's Government are willing to enter into an agreement in the terms set out in the State Department's note of March 7th, in respect of the temporary civilian use of Coolidge Field, Antigua, and Beane Field, St. Lucia; and for the use as bad weather alternates of Carlson and Waller Fields, Trinidad and Vernam Field, Jamaica. His Majesty's Government would, however, require an amendment to be made in the first sentence of paragraph 3 of the further provisions proposed in the State Department's note under reference, to permit the use of the airfields for refuelling purposes by aircraft purchased in the United Kingdom for delivery overseas. It is suggested that this amendment could be effected by the insertion of the words "or in the United Kingdom" after the words "in the United States" in this sentence. His Majesty's Government trust that this amendment will be acceptable to the United States Government.

3. The Governments of British Guiana and Bermuda have certain reservations in respect of Atkinson and Kindley Fields respectively, and the matter is being pursued further with these two Governments.

G.H.M.

BRITISH EMBASSY

Washington, D.C.

May 7th, 1946

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

March 7, 1946

The Secretary of State presents his compliments to His Excellency the British Ambassador and has the honor to refer to the Ambassador's note, no. 568, of November 15, 1945, and to the reply by the Acting Secretary of State contained in a note of December 29, 1945, relating to the proposal to open Coolidge Field, Antigua, British West Indies, temporarily to civilian air traffic. The Secretary of State wishes also to refer to the British Embassy's Aide Memoire of January 2, 1946, which proposed that Kindley Field, Bermuda, be made available for temporary commercial use for a period of three months.

The War Department has instructed the Commanding General, Caribbean Defense Command, to open Coolidge Field for temporary use by commercial airlines of United States and British nationality on a non-discriminatory basis, subject to conditions listed in the note of December 29, 1945, above referred to. Kindley Field has also been made available for use by United States and British airlines on a temporary basis.

The Secretary of State now proposes that, consistent with the spirit of the Heads of Agreement relating to Civil use of Leased Airbases initialed at Bermuda February 11, 1946, and with particular reference to Article I thereof, but without prejudice to any final agreements which may later be arrived at, the leased airbases on St. Lucia and in British Guiana should be opened to temporary civilian use under the provisions now governing at Coolidge Field. The Secretary also porposes that Carlson and Waller Fields, Trinidad, and Vernam Field, Jamaica, should be made available as weather alternates.

In the case of each field referred to in Article I of the Heads of Agreement, including the weather alternates when applicable, it is appropriate that certain practical arrangements should be agreed to in order to prevent misunderstandings during the interim period and in order that at least the minimum of supplies and services required by civil aircraft may be provided at the fields to enable those aircraft to continue their operations with efficiency and safety. If such arrangements are not agreed to and are not continued in effect, it is believed that the opening of the bases for temporary use by civil aircraft would be of little or no practical value.

TAB B

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

Therefore, it is proposed that the following further provisions should be agreed to:

1. Pending conclusion of formal arrangements based on the Heads of Agreement, each user will be advised that the privilege of using said bases is of a temporary character and will be subject to cancellation without notice.

2. In connection with this temporary civil use of these bases, United States military authorities will maintain complete control and jurisdiction of all operations conducted on the base. Such arrangements as may be necessary covering such matters as customs, immigration, and public health will be arrived at in consultation between United States military authorities and local authorities.

3. The United States Army authorities on these bases will furnish to civil aircraft being employed in air carrier operations and to aircraft purchased in the United States and being delivered overseas, fuel, oil, equipment and supplies, mechanical services, temporary shelter and other assistance, on a purchase or replacement basis, to the extent not required for military needs and where comparable services, accommodations or assistance are not reasonably and readily available from any other source, subject to the following conditions:

(a) United States military authorities will not collect local taxes on the sale of such items.

(b) In those cases where the operators of civil aircraft desire to arrange for the provision of supplies or services for their use from sources other than military, the United States military authorities will of course interpose no obstacle to the collection of local taxes and duties on such supplies or services, provided that in the furnishing of such supplies or services such other sources will not be permitted to establish any new installations in the area leased by the United States pursuant to the Base Lease Agreement of March 27, 1941.

(c) The sale of supplies and services as set forth in this paragraph will not be held to contravene Article XIV or any other pertinent Article of the Leased Bases Agreement of March 27, 1941.

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

4. The civil air carriers will be informed by United States military authorities that landing fees in an amount hereafter to be determined after consultation with the local authorities will be assessed each such carrier for the use of said bases.

It is felt that agreement on these proposals is desirable during the interim period pending formalization of the Bermuda Heads of Agreement, but it is not intended that such an agreement should prejudice in any way later more permanent arrangements. The Secretary of State would, therefore, appreciate an early expression of the views of the British Ambassador with reference to these proposals.

Department of State,

Washington, Mar 7 1946

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

Lt Col Drier/ajl/3401
29 May 1946

11 JUN 1946

The Honorable

The Secretary of State

Dear Mr. Secretary:

I have received your note of July 27th, 1946 requesting the War Department's comments on the British Ambassador's note of May 7th, 1946 which was enclosed therein.

You are advised that the War Department has no objection to the British Ambassador's proposal that an amendment be made to the State Department's note of March 7th to permit the use of the airfields mentioned for refueling purposes by aircraft purchased in the United Kingdom for delivery overseas.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

AFHRW

TAB C

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

1	OPD	1 & 2	Approval	
2	Chief of Staff	3	Signature	AFESP
3	Secretary of War			lt Col Burke-3752

SWNCC SECRETARIAT

State Member	
Army Member	
Navy Member	
Ass't State Member	
Ass't Navy Member	
Ass't Army Member	
Executive Secretary	
Ass't Secretary	
State Adm. Assistant	
Army Adm. Assistant	
Navy Adm. Assistant	
File	

Information on Alaskan Bases 29 APR 1946

SUMMARY:

1. The Secretary of Interior in a letter to the Secretary of War inclosed a copy of a letter from the Governor of Alaska suggesting the possible transfer of War Department activities from Nome to Teller or Port Clarence for the following reasons:

a. Nome has no port facilities and never will have. It developed into a town only because gold was discovered there.

b. Lighterage costs over a period of years for landing supplies plus lighterage costs for landing new construction material for possible improvement of the Nome airfield would amount to more than the cost of constructing a new base in the Port Clarence region.

c. A possible claim for compensation, which may amount to many million dollars, may be made by the U. S. Smelting and Mining Company on the basis that the Nome airfield is heavily gold bearing. Thus it would be cheaper to give up the Nome airfield and use that money for new construction.

2. Attached letter states that the Commanding General, Alaskan Department, has recently completed a survey of this area and that this problem is actively being studied by both the War and Navy Departments.

3. A joint board of Army and Navy officers is at present in Alaska studying the problem of developing bases.

4. The letter expresses appreciation for the view of the Governor of Alaska and the interest shown by the Secretary of the Interior.

COORDINATION:

5. No coordination required MAY 3- '46 PM

FOR THE COMMANDING GENERAL, AAF:

Signed

REUBEN C. HOOD, JR.
Brigadier General, U. S. Army,
Deputy Chief of Air Staff.

2 Incls.
1 - Cy ltr fm Governor of Alaska
2 - Added - Prpsd Ltr to Sec. of Interior

NOTED: Ass't. Sec.War/Air
APR 22 1946

HAROLD W. OHLKE
Colonel, Air Corps
Assistant Executive

DISPATCHED
OFFICE OF THE
CHIEF OF STAFF

NOTED-OFFICE CHIEF OF STAFF
8 - MAY 1946

CY FOR SWNCC

(23)

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

The Honorable

The Secretary of Interior

My dear Mr. Secretary:

2 - MAY 1946

Receipt is acknowledged of your letter dated 29 March 1946 with attached information from the Governor of Alaska suggesting the possible transfer of War Department activities from Nome to Teller or Port Clarence.

The Commanding General, Alaskan Department, has recently completed a survey of this area designed to determine the best possible locations for future military development. Both the War and Navy Departments are actively studying this problem.

I assure you that the recommendations of the Governor of Alaska will be given full consideration in any solution of this problem.

Your interest and the views of the Governor of Alaska in this matter are appreciated.

Sincerely yours,

MAY 3 - '46 PM

(Signed) ROBERT P. PATTERSON

SECRETARY OF WAR

DISPATCHED
OFFICE OF THE
CHIEF OF STAFF

MAY 7 1946

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DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

COPY

TERRITORY OF ALASKA

Office of the Governor

JUNEAU

March 9, 1946

Mr. Edwin G. Arnold, Director
Division of Territories and Island Possessions
Department of the Interior
Washington 25, D. C.

Dear Ed:

An Associated Press Dispatch reveals tha the Army is contemplating permanent installations in various places in Alaska and lists an appropriation of $495,000 for Nome. I believe it would be well to explore the possibility of having the development transferred to Teller and Port Clarence rather than Nome. The reasons, of course, are obvious: Nome has no port and never will have; the cost of lighterage over the years in the landing of supplies, to say nothing of the cost of landing the construction materials, will, in my judgment, amount to more than the cost of constructing a new base in Port Clarence where we have already built an excellent airfield at Point Spencer.

Considering the many mistakes that were made by both the Army and the Navy in the selection of original sites for their bases, I think they should go very carefully indeed before making any similar erroneous commitments. The only reason that Nome was selected in the first place is that there is a small town there, and the only reason that there is a small town there is, as you know, that gold was discovered there. Even a layman can see that from every standpoint the Port Clarence Region, closer to Siberia, with better weather conditions, with much level land, as well as deep water, is preferable.

Also, there is the further fact that the War Department is likely to run into some substantial claims from the U. S. Smelting Refining and Mining Company, which, I understand, plans to claim estensive damages for the field at Nome on the ground that this is heavily gold bearing and that the Company should be compensated to the tune of a good many million dollars. If that claim has validity, it would be much cheaper for the Government to give up this field entirely and return it to the U. S. Smelting Refining and Mining Company and use that money for new construction.

I would appreciate if if these comments were transmitted officially to the War Department so that it at least has the alternative of Port Clarence before it.

Cordially yours,

Ernest Gruening
Governor of Alaska

eg/jg

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SECRET

JWNCC SECRETARIAT
State Member
Army Member
Navy Member
Ass't State Member
Ass't Navy Member
Ass't Army Member
Executive Secretary
Ass't Exec. Secretary
State Adm. Assistant
Army Adm. Assistant
Navy Adm. Assistant
File

The Honorable

The Secretary of State

Dear Mr. Secretary:

Reference is made to your letter dated 19 April 1946 concerning policy on use by civil aircraft of U.S. military airfields outside the continental United States.

The term "civil aircraft" as used in the statement of policy is defined as all non-military aircraft.

The interest of the Department of State and other agencies of the government in the operation of foreign civil aircraft into United States military bases outside the continental limits of the United States is recognized.

We consider that the use of United States military airfields by purchasers of surplus United States aircraft will be adequately covered by adoption of a general statement of policy and that until such a policy is adopted requests by any foreign country should be acted upon in accordance with established procedure.

Since other members of the Air Coordinating Committee probably will have additional comments to make upon the statement of policy, we are submitting it with your comments to that committee as proposed in our letter to you dated 28 March 1946.

Sincerely yours,

(signed) ROBERT P. PATTERSON

Secretary of War

Secretary of the Navy

MAY 7 1946

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cc for JWNCC

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DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

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SWNCC SECRETARIAT
State Member
Army Member
Navy Member
Ass't State Member
Ass't Navy Member
Ass't Army Member
Executive Secretary
Ass't Exec. Secretary
State Adm. Assistant
Army Adm. Assistant
Navy Adm. Assistant
File

APR 30 1946

The Honorable

The Secretary of State

Dear Mr. Secretary:

As you know, the War Department is pressing to withdraw residual personnel from inactive areas as rapidly as possible-this, so that urgent and important military requirements elsewhere can be fulfilled. My letter of 23 February 46 recommended, as a measure to further curtail military activities in the Africa-Middle East and the India Burma Theaters, that command and control of certain airfields on the ATC Monrovia-Saigon route be relinquished to the local governments concerned, providing necessary operational rights and facilities were retained pending final disposition.

Your letter (AV) of 12 April 46, on this subject, proposed that a coordinated course of action for disposal of these fields be worked out in conferences between representatives of the War Department, the State Department, and the Foreign Liquidation Commission. Mr. John O. Bell, Aviation Division, State Department, was designated to coordinate the conferences.

At the conference on 23 April 46 relative to disposal of fields in French controlled areas, it was developed that certain additional information is desired from the Joint Chiefs of Staff before definitive action is taken, and that State Department procedures with regard to approaching the French have yet to be finalized. The War Department will make every effort to provide any desired information in order that negotiations will not be delayed. Again I desire to emphasize that it is of utmost importance that complete disposal action on these fields be taken at the earliest possible time, consistent with securing the necessary military rights, if we are to effect the economies of personnel and funds required to meet over-riding military commitments.

APP 30 1946

Sincerely,

(Signed) ROBERT P. PATTERSON

Secretary of War

STATE WAR & NAVY COORDINATING COMMITTEE

80

TOP SECRET copy for SWNCC

(21)

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SECRET

SWNCC SECRETARIAT

State Member	
Army Member	
Navy Member	
Ass't State Member	
Ass't Navy Member	
Ass't Army Member	
Executive Secretary	
Ass't Exec. Secretary	
State Adm. Assistant	
Army Adm. Assistant	
Navy Adm. Assistant	
File	

323.3 Balkan Misc. ?

6 APR 1946

The Honorable

The Secretary of State

Dear Mr Secretary:

I refer to your letters AV dated 5 April 1946 and AV 811.248/3-846 dated 28 March 1946 relative to continuation of Air Transport Command service over the Balkan route.

My reply to your 28 March 1946 letter apparently crossed with your letter of 5 April 1946. It advised that War Department planned to continue the Balkan Air Transport Command route, including Bucharest, for an indefinite period which would probably extend beyond 1 July 1946, unless redeployment or elimination of the military requirement therefor necessitated further reduction in Air Transport Command service.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

APR 19 1946

STATE WAR NAVY COORDINATING COMMITTEE

COPY FOR S. W. N. C. C.

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SECRET

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

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SWNCC	
Colonel A. D. Reid	
Commo. B. L. Austin	
Mr. R. E. Cox	
Colonel Schulgen	
Comdr. Richardson	
Mr. H. W. Moseley	
Mr. J. P. Gardiner	
Lt. Col. V. F. Field	
Major H. W. Karbel	
1st Lt. T. W. Weiner	
Ens. F. Whiteside	
File	

8 APR 1946

The Honorable

The Secretary of Navy

Dear Mr. Secretary:

Reference is made to memorandum for the Secretary of War and the Secretary of Navy from the Joint Chiefs of Staff, subject: "Bases for VHB Deployment in the Hawaiian Area," dated 19 March 1946.

It is proposed that a joint directive be issued to the board, defining its mission, and specifying that a report be submitted to the Secretaries of War and Navy at the completion of the studies, and that copies of the report be submitted to appropriate local commanders of each service for comment.

Attached hereto are copies of the suggested directive. It is requested that upon approval and signature by the Secretary of Navy one signed copy be returned to the Secretary of War who will distribute copies to Army members of the board and other interested War Department agencies.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

1 Incl
Proposed directive
(2 origs)

APR 10 1946

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STATE WAR & NAVY COORDINATING COMMITTEE

Copy for SWNCC

SECRET

19

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SECRET

SUBJECT: Bases for VIIB Deployment in Hawaiian Area

TO: Commander-in-Chief, U. S. Army Forces, Pacific
Commander-in-Chief, Pacific Fleet and Pacific Ocean Areas
Commanding General, U. S. Army Forces, Middle Pacific
Major General Willis H. Hale, O-4891, USA
Vice Admiral A. E. Montgomery, USN, 7892

1. The following officers are appointed to a joint board for the purpose of examining planned utilization and characteristics of airfields in the Hawaiian Islands:

Senior Army member: Major General Willis H. Hale, O-4891, USA

Senior Navy member: Vice Admiral A. E. Montgomery, USN, 7892

Army members:

Brigadier General Thomas D. White, O-12749, USA
Colonel William C. Bennett, O-12087, CE

Navy members:

Rear Admiral R. F. Whitehead, USN, 13464
Rear Admiral H. M. Martin, USN, 34758

2. Upon arrival in Hawaii senior members of the board will report to Commander-in-Chief, Pacific Fleet and Pacific Ocean Areas and to the Commanding General, U. S. Army Forces, Middle Pacific.

3. The board will consult with appropriate local commanders of each service considering the needs of both services and the costs of various solutions in

Copy for SWNCC

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DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

order to recommend as soon as possible and not later than 1 May 1946 the best means of meeting the air base needs of both services, including provision of base facilities for one wing of VHB aircraft.

4. Upon completion of the studies a report will be submitted to the Secretaries of War and Navy outlining the findings and recommendations of the board. Copies of the report will be submitted to appropriate local commanders of each service for comment.

5. Commander-in-Chief, U. S. Army Forces, Pacific and Commanding General, U. S. Army Forces, Middle Pacific will furnish such facilities, equipment, personnel, transportation and other assistance as may be required by the board in performance of its duties.

(Signed) ROBERT P. PATTERSON

Secretary of Navy

Secretary of War

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SECRET

323.3 Air Routes Misc

46 Turk Misc

The Honorable

MAR 1 1946

The Secretary of State

Dear Mr Secretary:

I refer to my letter to you dated 25 January regarding the ATC service from Cairo to Ankara in which I stated that the two-engine weekly service would continue for a limited time. However, I have just received an urgent request from the Commanding General of the Africa-Middle East Theater that he be authorized to discontinue the route at once inasmuch as there no longer exists any military need for the service and because the military personnel in Turkey are in a precarious position. I have, therefore, found it necessary to order the termination of this service immediately.

Sincerely yours,

[Signed] ROBERT P. PATTERSON

Secretary of War

MAR 4 1946

STATE WAR & NAVY COORDINATING COMMITTEE

SWNCC	
Colonel A. D. Reid	ADR
Commo. B. L. Austin	BLA
Mr. R. E. Cox	
Colonel Schulgen	WHS
Comdr. Richardson	------
Mr. H. W. Moseley	------
Mr. J. P. Gardiner	------
Lt. Col. V. F. Field	------
Major H. W. Karlel	------
1st Lt. T. H. Wemer	------
Mrs. F. Whitesi	------

SECRET

Copy for S. W. N. C. C.

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DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SECRET

300.3 Air Bases Misc

18 FEB 1946

The Honorable

The Secretary of State

Dear Mr. Secretary:

I refer to your letter AV dated 25 January 1946 regarding an application from KLM for permission to inaugurate commercial air transport service from Amsterdam to Praha through the American zone in Germany. The request for this service was submitted to Headquarters of United States Forces in Europe by the American Embassy at The Hague on 28 January 1946. Approval for the proposed flights and use of United States Air Force facilities in case of emergency was transmitted to the United States Embassy at The Hague on 1 February 1946.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

SWNCC

Colonel A. D. Reid
Commo. B. L. Austin
Mr. R. E. Cox
Colonel Schulgen
Comdr. Richardson
Mr. H. W. Moseley
Mr. J. P. Gardiner
Lt. Col. V. F. Field
Major H. W. Karbel
1st Lt. T. W. Weiner
Ens. F. Whiteside
File

SECRET

copy for SWNCC

17

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SWNCC	
Colonel A. D. Reid	------
Commo. B. L. Austin	------
Mr. R. E. Cox	------
Colonel Schulgen	------
Comdr. Richardson	------
Mr. H. W. Moseley	------
Mr. J. P. Gardiner	------
Lt. Col. V. F. Field	------
Major H. W. Karbel	------
1st Lt. T. W. Weiner	------
Ens. F. Whiteside	------
File	------

AFACE
Col. Carlson
Ex. 5834

323.3
Misc

The Honorable

The Secretary of State

5 FEB 1946

Dear Mr. Secretary:

With reference to your letter of January 25, 1946, and related telegrams attached thereto, and with further reference to our previous exchange of correspondence as to the air transport facilities utilized by the Air Transport Command in Iraq, the War Department has studied your renewed proposal that the Air Transport Command move its operation from Habbaniyah to Baghdad.

The Air Transport Command is presently engaged in drastic world-wide reduction of its activities. In the past, military necessity required operation of military air transport through Iraq, but there now appears to be no need for such service through that country. With this in mind, the War Department contemplates evacuation of ATC facilities in Iraq on or about March 1, 1946.

Although it would appear that the immediate transfer of Air Transport Command activities from Habbaniyah to Baghdad would effect some slight saving in technical personnel, lack of general facilities, including provisions for security, indicates that such a movement would eventually be considerably more expensive. Additionally, and of much greater importance, the proposed short tenure in Iraq militates against any such movement.

In view of the above, the War Department does not consider that a transfer of ATC facilities from Habbaniyah to Baghdad can be undertaken.

However, it is considered that at the close of Air Transport Command operations at Habbaniyah, the existing United States Army Air Communications System and Weather stations can be declared surplus and turned over to the Department of State through the Foreign Liquidation Commission for disposal. Under Executive Order 9630 dated September 27, 1945 (10 Federal Register No. 192), the War Department can provide necessary transportation for the Army Air Communication System and Weather equipment from Habbaniyah to Baghdad. It would then be the responsibility of the Department of State to arrange for the necessary technical personnel to install and operate this equipment.

FEB 5 1946

STATE WAR & NAVY COORDINATING COMMITTEE

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

Copy for Joint War-Navy State Coordinating Committee
2013

16

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

DEPARTMENT OF STATE
WASHINGTON

January 25, 1946

S E C R E T

My dear Mr. Secretary:

Reference is made to the War Department's letter of November 29, 1945, in reply to the Department's letter of November 14, 1945, regarding air transport facilities utilized by the Air Transport Command in Iraq. In this connection your attention is invited to the enclosed paraphrased copy of telegram No. 521 of December 31, 1945, from the American Legation at Baghdad, to the enclosed copy of telegram no. 90 of January 16, 1946, from the American Legation at Cairo, and to the enclosed copy of telegram no. 136 of January 21, 1946, from the American Legation at Cairo.

The Department understands from these messages and from conversations with officials of Pan-American Airways, who have recently returned from Iraq, that the transfer of ATC operations from Habbaniyah to Baghdad would make possible a reduction of personnel required for operation from about 30 to 10 and that in addition the transfer of all the facilities now in Habbaniyah would not be necessary to make possible both military and civil air transport operations through Baghdad. It is understood further that General Giles and Colonel Nelson of ATC have been apprised of these proposals and are expected to recommend to the War Department that the transfer be made.

IN

The Honorable

Kenneth C. Royall,

Acting Secretary of War.

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

In the light of these developments it is suggested that the decision in this matter be reviewed, and the Department earnestly hopes thatit will be possible to adopt the recommendation which was made in its previous communication.

Sincerely yours,

FOR The Acting Secretary of State:

WILLIAM L. CLAYTON
Assistant Secretary

Enclosures:

1. From Baghdad, Iraq.
   no. 521, Dec 31, 1945.

2. From Cairo, Egypt,
   No. 90, Jan 16, 1946.

3. From Cairo, Egypt,
   No. 135, Jan 21, 1946.

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

PARAPHRASE OF TELEGRAM RECEIVED

FROM: American Legation, Baghdad

TO: Secretary of State, Washington

DATED: December 31, 1945

NUMBER: 521

SECRET

Reference is made to the Department's cable No. 394.

RAF and the Government of Iraq have been asked to allow temporary use of Habbaniya and it is urged that there be an early decision. The Iraqi Government opposes the use of Habbaniya by civil airline addicing distance from Baghdad, absence of customs and immigration facilities, and so forth, as reported in the Legation's cable of October 16, No. 395. Because of absence of accommodations in case of grounded plane, necessity for keeping extra supplies, etc. RAF decuks. Eventually Iraqis and British may both consent to temporary use of field but there may be a delay of several weeks before definite decision.

The above mentioned Habbaniya is a British military air base; it is served by no public conveyance, and is separated from Baghdad by sixty miles of bad road. On the other hand, BOAC commercial planes use Baghdad's improved airport with its 2100 yards runway, RAF operated control tower, and goose neck kerosene flares, regularly.

MOOSE

DC/L:AN

1-3-46

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

DEPARTMENT OF STATE

INCOMING TELEGRAM

ERA-
Paraphrase before communicating except to Government Agencies.

5572
Cairo
Dated January 16, 1946
Rec'd 6:10 p.m., 16th

RESTRICTED

Secretary of State
Washington

90, January 16, 3 p.m.

CURREN TO AVIATION DIVISION

MYTEL 33, January 11, 3 p.m., from New Delhi.

Conversations held in Baghdad January 13 indicate Baghdad West Airport will revert to Iraqi Civil Control within matter of days. FAF Air Vice Marshall Stafford of Habbanyia stated he can see no objection why existing ATC operation and equipment at Habbanyia cannot be moved to Baghdad West. Akhram Moushtaq, Director Civil Aviation, stated civil authorities would welcome such move in hope the equipment could be made available eventually to Iraqi Govt and local personnel trained in its operation in meantime. Discussion with Col. Nelson, ATC Division Comm in Cairo, yesterday indicated present plans are ATC personnel will be removed from Iraq by April 1, the transfer to Baghdad is possible and is in national interest and, although time is short, he will investigate possibilities of initiating such move. Strongly urge presentation this problem to proper ATC authorities Washington by Dept. Our investigation at Baghdad revealed number of military personnel required to operate would be reduced, such transfer would provide Baghdad immediately with equipment meeting Chicago and CAA specifications otherwise unobtainable for some time.

(Copy sent to Baghdad).

TUCK

WMB

RESTRICTED

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

DEPARTMENT OF STATE

INCOMING TELEGRAM

DCG-II
Paraphrase before communicating except to Government Agencies.

7390
Cairo
Dated January 21, 1946
Rec'd 7:02 p.m., 21st

RESTRICTED

Secretary of State,

Washington.

136, January 21, 1 p.m.

CURREN TO AVIATION DIVISION

Habbanyia impracticable for Pan-American due distance from Baghdad, poor loads and passenger inconvenience, also doubt if British would authorize AM commercial use (URTEL) 103, January 19). Believe PAA can use Baghdad West although existing RAF communications equipment typically inadequate for safe commercial operation. Will keep touch with Col. Nelson (MYTEL 90, January 16) when next in Cairo, meantime War Department must be urged approve this transfer in interest AM aviation. Merely selling Habbanyia equipment to Iraqi Government is unsatisfactory as Government unable transfer, install and operate without assistance and training.

Repeat Baghdad 12, sent Department 136.

TUCK

EEC

RESTRICTED

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

CONFIDENTIAL

091 France (Aug)

Airports

3233 Rome mac.

AFDIR-6/Maj J F Haley ejg 71178

SWNCC add

COL. McCARTHY .....
COMDR. RICHARDSON .....
MR. R. E. COX .....
LT. COL. PENNOYER .....
LT. COMDR. GILFUSS .....
MR. H. W. MOSELEY .....
MR. J. P. GARDINER .....
LT. COMDR. ROCKEFELLER .....
LT. COL. V. F. FIELD .....
MAJOR W. E. GUNTHER .....
1ST LT. E. SPITTALL .....
ENS. F. WHITESIDE .....
FILE .....

The Honorable

The Secretary of State

Dear Mr. Secretary:

In connection with negotiations between the French and United States Governments for a bilateral air transport agreement involving the use by the Reseau Des Lignes Aeriennes Francaises of ~~Ciampino~~ of the Air Transport Command air base at Rome, as discussed in your letter of October 25, 1945, it has been necessary to explore the military requirements through the European Division of the Air Transport Command and the Theater Commander.

Information has now been received that the French have temporarily withdrawn their request for use of Ciampino Airport, it being their present intention to use a southern route via Tunis and Cairo in completion of their Paris-Damascus-Calcutta service.

It is assumed that no further action by the War Department will be required until the question is re-opened by the French Government.

Sincerely yours,

(Signed) KENNETH C. ROYALL

Kenneth C. Royall
~~Under~~ Secretary of War.

Acting

JAN 29 1946

STATE WAR & NAVY COORDINATING COMMITTEE

1950
State War Navy Coord. Cmte

CONFIDENTIAL

15

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

COPY

DEPARTMENT OF STATE

Washington

In reply refer to
AV 845.79651/10-1745

October 25, 1945

CONFIDENTIAL

My dear Mr. Secretary:

As you may be aware, negotiations are in progress between this Government and the Government of France looking toward the conclusion of a bilateral air transport agreement providing for the operation of civil air transport services by the two countries.

In connection with these negotiations, the French Government has brought to the attention of the Department the fact that it had applied for authorization for Reseau Des Lignes Aeriennes Francaises to make a stop at Rome in its operation of a militarized air transport service between Paris and Calcutta. Although the maximum service envisaged involved only three flights a week, permission was understood to have been denied the French. The Department is not informed officially as to the basis for the refusal although it understands that facilities at Ciampino airfield in Rome are limited. It is, however, firmly convinced that it would be to the interest of the United States to approve the French request if at all possible. If it is impractical to permit additional landings at Rome, perhaps it would be possible to provide such facilities at Naples.

The Department would appreciate this matter being given early attention and desires to be informed as to action taken. A favorable response will be of benefit to the Department in its negotiations with the French Government.

Sincerely yours,

For the Secretary of State:

The Honorable
Robert P. Patterson
Secretary of War

William L. Clayton
Assistant Secretary

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

Cake copy for S+P

The Secretary of
the Navy

Serial 068P21
(SC) L11-7/EF12

CONFIDENTIAL

SWNCC
COL. McCARTHY
COMDR. RICHARDSON
MR. R. E. COX
LT. COL. PENNOYER
LT. COMDR. GILFILLAN
MR. H. W. MOSELEY
MR. J. P. GARDINER
LT. COMDR. ROCKEFELLER
LT. COL. V. F. FIELD
MAJOR W. E. GUNTHER
1ST LT. E. SPITTALL
ENS. F. WHITESIDE
FILE 23 NOV 1945

323.5
Air Bases
Misc.
091 Trinidad
Misc

Sir:

At the time of the execution of the Base Lease Agreement by the British and United States Governments, the area known as La Retraite was excluded from the area leased in Trinidad in order that it might be used by the British Government for defense purposes.

The letter of Prime Minister Churchill to Ambassador Winant of 31 March 1941 included the following paragraph:

> "The exclusion of La Retraite from the areas leased is with the understanding that if His Majesty's Government cease to require that area for defense purposes His Majesty's Government will secure to the United States a lease thereof, if desired by the United States, under the terms and conditions of the Agreement signed this day."

Information has been received from the Commander, Naval Operating Base, Trinidad that La Retraite is no longer being used by the British Government for defense purposes and is in a caretaker status.

It is requested, therefore, that the Department of State make appropriate representations to the British Government to obtain a supplemental lease on the La Retraite area for the remainder of the 99-year period under the terms and conditions of the Base Lease Agreement.

Respectfully,

JAMES FORRESTAL

The Honorable,
The Secretary of State

NOV 28 1945

cc: Op-40
Op-415
BuDocks
SWNCC

Originated by Lt. Comdr. Farnum
ACNO (Admin.) Op-21

STATE WAR & NAVY COORDINATING
1442 COMMITTEE

14

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

B73.3. Misc

OPD 580.81 ETO (8 Nov 45)

WDOPD/Lt Col Barber
74675/hbl

Honorable William L. Clayton

Assistant Secretary of State

NOV 15 1945

Dear Mr. Clayton:

Reference is made to your letter file AY of 8 November in connection with previous correspondence regarding the use of Ciampino and Capodichino airfields in Italy.

A reply to your letter of 19 October apparently crossed in dispatch with your letter of 8 November. However, you have undoubtedly received it by this time, and are advised that Transcontinental Western Air, Inc. may commence operations at the two airfields mentioned. The Theater Commander has been directed to provide on a purchase basis until 17 April 1946 such assistance in connection with Transcontinental Western Air, Inc. operations as is within his capabilities.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

SWNCC
COL. McCARTHY
COMDR. RICHARDSON
MR. R. E. COX
LT. COL. PENNOYER
LT. COMDR. GAILFUSS
MR. H. W. MOSELEY
MR. J. P. GARDINER
LT. COMDR. ROCKEFELLER
LT. COL. V. F. FIELD
MAJOR W. E. GUNTHER
1ST LT. E. SPITTALL
ENS. F. WHITESIDE
FILE

E. D. POST
Brigadier General
Deputy Chief, Theater Grp, OPD, GS.

1373

(13)

COPY FOR S. W. N. C. C.

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SECRET

FEPW-50
Lt Col Smith/am/72889/hms
wtn 31 Oct 1945

313.3 Misc

SWNCC	
COL. McCARTHY	ADR
COMDR. RICHARDSON	
MR. R. E. COX	
LT. COL. PENNOYER	
LT. COMDR. GEILFUSS	
MR. H. W. MOSELEY	
MR. J. P. GARDINER	
LT. COMDR. ROCKEFELLER	
LT. COL. V. F. FIELD	
MAJOR W. E. GUNTHER	
1ST LT. E. SPITTALL	
ENS. F. WHITESIDE	
FILE	

25 NOV 1945

The Honorable

The Secretary of State

Dear Mr. Secretary:

In your letter of September 21, 1945, regarding the development of aviation facilities in Turkey, you expressed the opinion that neither further expansion of operations nor construction of facilities by the Air Transport Command is necessary at this time. You further stated your belief that expenditure of United States funds for such purposes would not be justified.

With respect to your request as to whether the War Department could undertake at Turkish expense, the improvement or construction of Turkish airfields for future use by United States civil air carriers, the War Department's responsibility for demobilising its forces as rapidly as possible precludes such action. The War Department is aware, however, of the importance of continuing, as far as is practicable, United States air transport service on contemplated international routes of United States civil air carriers until the civil carriers are prepared to commence operations in conformity with the policy expressed in SWNCC 31/3.

In the attached letter to the Commanding General, Army Air Forces, dated August 2, 1945, the Commanding General, Africa Middle-East Theater has requested instructions on this subject. The Air Transport Command has been directed to furnish a definite list of construction or similar requirements believed by it to be essential to the safety and efficiency of its present and projected operations in the light of the policy previously mentioned. Upon receipt of these recommendations and the comments of the Commanding General, Africa Middle-East Theater, in regard to them, a definite determination will be made as to the extent of additional expenditures that may be warranted.

Sincerely yours,

(Signed) ROBERT P. PATTERSON
Secretary of War

1 Incl
Ltr to CG,AAF
fr CG, AFMET

1376
SWNCC

SECRET

12

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SECRET

AG/AS-S, Post-War Division, AVEPW-SC

31 October 1945

14 Col Smith/sm/73869

SECRET

ROUTINE

COMMANDING GENERAL, AFRICA-MIDDLE EAST THEATER
CAIRO, EGYPT

LIST OF CONSTRUCTION REQUIREMENTS ESSENTIAL TO SUSTAIN PRESENT AND PROJECTED ATC OPERATIONS AT LEVEL REQUIRED BY JCS ONE ONE FIVE ONE SLANT THREE AND LETTER AGO THREE SIX ZERO POINT FOUR PAREN TWO FOUR JUNE ONE NINE FOUR FIVE PAREN OR DASH SE DATED TWO FIVE JUNE HAS BEEN REQUESTED BY HEADQUARTERS ATC FROM HAFD ATC LATTER HEADQUARTERS TO COORDINATE WITH YOU PAREN TO GILES FROM ARNOLD SIGNED MARSHALL PAREN REFERENCE YOUR MESSAGE NAN FIVE FIVE SEVEN FOUR EIGHT AND NAN XRAY FIVE FIVE SEVEN FIVE FOUR PERIOD DEFINITE INSTRUCTIONS WILL ISSUE FOLLOWING RECEIPT RECOMMENDATIONS NORTH AFRICAN DIVISION ATC AND HEADQUARTERS ATC AND YOUR FURTHER COMMENTS

NOTED-OFFICE CHIEF OF STAFF

H. C. MOFFAT
Colonel, GSC
Actg. Post-War Division

SECRET

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SWNCC

L[illegible]. McCARTHY	ADC
COMDR. RICHARDSON	
MR. R. E. COX	
LT. COL. PENNOYER	
LT. COMDR. [illegible]ILFUSS	
MR. H. W. MOSELEY	
MR. J. P. GARDINER	
LT. COMDR. ROCKEFELLER	
LT. COL. V. F. FIELD	
MAJOR W. E. GUNTHER	X
1ST LT. E. SPITTALL	
ENS. F. WHITESIDE	
FILE	

320.3
Misc.

14 NOV 1945

Honorable William L. Clayton

Assistant Secretary of State

Dear Mr. Clayton:

Reference is made to letter file AV of 19 October 1945 relative to the use of Ciampino airfield near Rome and the Capodichino airfield at Naples.

Transcontinental and Western Air, Inc., may commence operations at the two fields mentioned. However, continued use of Ciampino airfield by C-54 aircraft will require additional work on the runway, taxiways, and hardstandings which cannot be undertaken by the Army. The granting of this authority is not to be construed as compromising the command and control of either airfield by the United States.

The Theater Commander has been authorized to provide on a purchase basis until 17 April 1946 such assistance in connection with the operations of Transcontinental and Western Air, Inc., as is within his capabilities. However, the Theater is being reduced, and capabilities to assist will diminish accordingly. In view of the acute housing situation in Rome, a low standard of accommodations may be expected.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

WDCSA 091. Italy (19 Oct 45)

6374

COPY FOR S. W. N. C. C.

11

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

SWNCC
SECRET
COL. McCARTHY
COMDR. RICHARDSON
MR. R. E. COX
LT. COL. PENNOYER
LT. COMDR. WILFLESS
MR. H. W. MOSELEY
MR. J. P. GARDINER
LT. COMDR. ROCKEFELLER
LT. COL. V. F. FIELD
MAJOR W. E. GUNTHER
SPITTALL
ENS. F. WHITESIDE
FILE

79131

Wtn 28 September 1945
Lt Col F.P. Riley/as/71189

10 OCT 1945

The Acting Secretary of State
Department of State
Washington, D.C.

My dear Mr. Secretary:

Receipt is acknowledged of your third person memorandum of 5 September, asking whether or not the War Department still desires a 99-year lease of Windsor and Oakes Fields on New Providence Island, Bahamas.

Until further recommendations are received from the Joint Chiefs of Staff, the War Department adheres to the views expressed to the State Department in its letters of 12 May 1943, 9 February 1944, and 13 September 1944.

The Joint Chiefs of Staff are presently, as you know, reviewing the United States Base Requirements in all Foreign areas. The current study, subject to their final approval, includes the Bahamas among the required bases. In view of the present situation the Joint Chiefs of Staff are being requested to advise immediately whether both Oakes and Windsor Fields are required in the Bahamas and also for a statement as to their maximum desirable and minimum acceptable rights at one or both fields. As soon as this information is received you will be advised.

Windsor and Oakes Fields were constructed at the cost of the United States, which has expended approximately $15,000,000 in their development. I believe your files contain full information as to the history of these two airbases.

The United States has been using Lend-Lease funds for the maintenance and operation of Oakes and Windsor Fields in amounts that recently averaged approximately $46,666.00 per month. As you know, the use of Lend-Lease funds for such purposes is now being cancelled. It will be possible for the War Department to continue to meet the cost of maintenance and operation at these fields from War Department funds, but the advice of the State Department is requested as to whether or not such continuance is necessary or advisable in connection with the negotiations for the rights referred to above. Unless the State Department feels that continuance of these disbursements will have a material bearing on our being able to secure the desired rights, the War Department proposes to terminate them.

It is requested that the War Department be furnished your advice on this matter as soon as possible.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

SECRET

Copy for SWNCC

DECLASSIFIED
Authority NND 740132
By CGD NARS Date OCT 19 1976

,143

(9)

DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

~~SECRET~~

SWNCC

COL. McCARTHY
COMDR. RICHARDSON
MR. R. E. COX
LT. COL. PENNOYER
LT. COMDR. WILFUSS
MR. H. W. MOSELEY
MR. J. P. GARDINER
LT. COMDR. ROCKEFELLER
LT. COL. V. F. FIELD
MAJOR W. E. GUNTHER
1ST LT. C. SPITTALL
ENS. F. WHITESIDE
FILE

24 OCT 1945

323.1 Air Bases

The Honorable

The Secretary of State

Dear Mr. Secretary:

As you know, the War Department is presently expending United States public funds for the maintenance of certain airfields in Latin American through the Airport Development Program contracts with Pan American Airways, Incorporated. I assume that a copy of this Airport Development Program Contract is available in the files of your office but in order to supplement your information I have attached as Tab "A" a list of the fields presently being maintained under the provisions of this contract, and Tab "B" which contains information of a general nature pertaining to several of the bases as well as to the subject contract. At a number of these fields the current military requirement is such that this department is seriously considering the discontinuance of the United States maintenance expenditures. For example, the present military value to the United States of Port Au Prince, Haiti, Camaguey, Cuba and Chetumal, Mexico, requires the termination of the United States expenditures for the maintenance of these fields as soon as practicable. Therefore, on or about 1 February 1946 we will discontinue the maintenance of these bases unless the requirements of your Department or unforseeable requirements of this Department justify continuation of this maintenance.

I believe, however, the fields should be maintained in good operating condition for possible future United States use and that our withdrawal, therefore, should be gradual enough to allow the sovereign state to pick up the maintenance functions. I am also mindful that our withdrawal should be in a manner as to prevent, in so far as possible, political criticism from the countries concerned and at the same time in no way jeopardize the acquisition of certain required United States military rights through the negotiations of your Department with the respective sovereign states. The military rights which the United States should acquire are, of course, contingent on recommendations of the Joint Chiefs of Staff. These recommendations will be transmitted to you when available.

There seems to be merit in a plan, which the War Department can follow, with respect to training maintenance specialists from the personnel of each

(D)

1245

DECLASSIFIED Authority NND 740132 By CGD, NARS Date OCT 19 1976

~~SECRET~~

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DECLASSIFIED E.O. 11652 Sec. 3(E) and 5(D) or E NNDG # 740132

sovereign state so that the control towers, communications facilities, aids to navigation, as well as the airfield installations, can be maintained in good operating condition.

This Department, therefore, wishes to obtain the views of the Department of State with respect to the problems herein discussed so that any actions we may take may be in consonance with the requirements of both departments.

If you deem it desirable, I will be glad to appoint representatives of the War Department to confer with representatives of the Department of State on this matter, particularly as pertains to methods and procedures that would best serve the national interests.

It is hoped that an early reply will be forthcoming from your Department.

Sincerely yours,

(Signed) ROBERT P. PATTERSON

Secretary of War

2 Incls
1. Tab "A" - Chart of L.A. airfields
2. Tab "B" - General Info re L.A. airfields

~~SECRET~~