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Declassified E.O. 12356 Section 3.3/NND No. 785015

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108pp.

Declassified E.O. 12356 Section 3.3/NND No.

785015

10000/100/62.3

REQUISITIONING & PURCHASE
JAN. 1942; APR. - JULY 1943

108 pp.

CONTRAT DE LOCATION HIRING AGREEMENT

IMMEUBLE PROPERTY	REFERENCE
BAILLEUR LANDLORD	HIRINGS OFFICER
PREMIER VERSEMENT FIRST PAYMENT	LOYER TRIMESTRIEL QUARTERLY RENTAL
DESIGNATION DESCRIPTION	PRISE DE POSSESSION DATE OF ENTRY
ETAT DES LIEUX CONDITION OF PREMISES	CODE

ENTRE le Bailleur sus-nommé, d'une part, et le Secrétaire d'Etat à la Guerre de Sa Majesté Britannique (ci-après dénommé le Secrétaire d'Etat) représenté par le Hirings Officer sus-nommé, d'autre part.

IL EST CONVENU CE QUI SUIV :

1. Le Bailleur loue au Secrétaire d'Etat, qui accepte, l'immeuble désigné ci-dessus à partir de la date de prise de possession sus-indiquée pour une durée de trois mois et ensuite pour la période que le Secrétaire d'Etat jugera nécessaire.
2. Cette location est consentie moyennant le loyer trimestriel sus-désigné que le Secrétaire d'Etat s'engage à verser à terme échu les premiers janvier, avril, juillet et octobre ; la proportion de ce loyer afférant au trimestre en cours (plus les débours) est arrétée à la somme ci-dessus stipulée comme premier versement.
3. Le Bailleur acquittera la totalité du loyer principal (le cas échéant) ainsi que des taxes, impôts et autres charges ou débours quelconques frappant l'immeuble loué, à l'exception des frais afférant à l'électricité, au gaz, aux combustibles et à l'eau consommés au cours de la location.

BETWEEN the above-named Landlord of the one part and His Britannic Majesty's Secretary of State for War (hereinafter referred to as the Secretary of State) represented by the above-named Hirings officer, of the other part.

IT IS AGREED AS FOLLOWS :

1. The Landlord hereby lets to the Secretary of State who agrees to take the above-described premises from the above-stated date of entry for the term of three calendar months and thereafter during such time as may be required by the Secretary of State.
2. This tenancy is granted in consideration of the quarterly rental shown above which the Secretary of State undertakes to pay in arrear on the first days of January, April, July and October; the proportion of which rental in respect of the current quarter (and any incidentals) is agreed at the amount stipulated above as the first payment.
3. The Landlord shall pay the whole of any head rent, rates, taxes and other assessments and outgoings whatsoever chargeable on the demised premises, with the exception of charges in respect of electricity, gas, fuel and water consumed during the tenancy.
4. At the time of taking possession, or as soon thereafter as possible, a schedule of condition of

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ETAT DES LIEUX
CONDITION OF
PREMISES

CODE

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3. Le Bailleur acquittera la totalité du loyer principal (le cas échéant) ainsi que des taxes, impôts et autres charges ou débours quelconques frappant l'immeuble loué, à l'exception des frais afférant à l'électricité, au gaz, aux combustibles et à l'eau consommés au cours de la location.

4. A la prise de possession, ou aussitôt après que possible, un état des lieux (et, s'ils sont loués meublés, de leur contenu) sera dressé et signé par ou au nom du Bailleur et du Secrétaire d'Etat; cet état sera incontestable et liera les deux parties.

5. Le Secrétaire d'Etat aura le droit de faire tel usage de l'immeuble qu'il lui plaira et d'y effectuer les constructions, installations et travaux qu'il jugera nécessaire, ainsi que de les enlever à tout moment avant la fin de la location, à charge par lui de remettre l'immeuble dans l'état où il se trouvait à la prise de possession ou, à son choix, de verser une indemnité correspondante.

6. A la fin de la location, le Secrétaire d'Etat remédiera aux dégâts causés à l'immeuble (et,

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3. The Landlord shall pay the whole of any head rent, rates, taxes and other assessments and outgoings whatsoever chargeable on the demised premises, with the exception of charges in respect of electricity, gas, fuel and water consumed during the tenancy.

4. At the time of taking possession, or as soon thereafter as possible, a schedule of condition of the premises (and, if let furnished, of their contents) shall be drawn up and signed by or on behalf of the Landlord and of the Secretary of State and shall be conclusive and binding on both of them.

5. The Secretary of State shall be entitled to make such use of the premises as he shall deem fit and to carry out thereon such building, erections, fittings, fixtures and works as he may consider necessary and to remove the same at any time prior to the termination of the tenancy, subject to his restoring the premises to the condition they were in on entry or at his option paying compensation in lieu thereof.

6. On the termination of the tenancy the Secretary of State shall make good, or at his option

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s'il a été loué meuble, à son contenu) par ceux qui l'ont occupé en vertu du présent contrat ou, à son choix, versera une indemnité correspondante. Etant entendu que les grosses réparations (clos et couvert) et les dégâts provenant de l'usure normale de l'immeuble selon sa destination, d'incendie ou de faits de guerre, seront supportés par le Bailleur.

7. La somme des indemnités pour la remise en état de l'immeuble qui, par suite du choix du Secrétaire d'Etat, seraient payables au titre des deux articles qui précèdent ne pourra, en aucun cas, excéder la valeur de l'immeuble loué. Si une contestation venait à s'élever au sujet du montant de ces indemnités, il en sera référé à l'arbitrage d'un seul arbitre nommé d'accord entre les parties.

8. Le Secrétaire d'Etat aura le droit de céder cette location ou de sous-louer tout ou partie de l'immeuble loué, sous réserve de la prise à charge par le cessionnaire ou sous-locataire de toutes les obligations du présent contrat.

9. Ni le Bailleur ni qui que ce soit tirant son titre de lui, n'aura droit au versement d'une indemnité par le Secrétaire d'Etat pour perte de récoltes, manque à gagner ou préjudice semblable, subi pendant cette location et ayant trait à l'immeuble loué.

10. Au cas où la totalité ou une partie de l'immeuble loué viendrait à être détruite ou deviendrait inhabitable, le loyer payable au Bailleur serait de plein droit réduit proportionnellement.

11. Le Secrétaire d'Etat pourra résilier cette location à tout moment moyennant un préavis de sept jours donné au Bailleur.

12. Cette location serait résiliée de plein droit au cas où l'immeuble loué deviendrait inutilisable par les forces britanniques par suite de circonstances de guerre et le montant du loyer payable au Bailleur en cette éventualité ainsi qu'en celle prévue à l'article 11 ci-dessus serait calculé à partir du dernier paiement trimestriel jusqu'à la date à laquelle l'immeuble ne serait plus occupé.

13. Ce contrat abroge tous contrats relatifs à l'immeuble loué passés antérieurement entre le Bailleur et le Secrétaire d'Etat ou toute personne prétendant agir pour le compte de celui-ci.

EN FOI de quoi le Bailleur et le Hirings Officer ont signé ce contrat en double, à la date indiquée ci-dessous.

Date

Signature du
Bailleur

Signature du
Hirings Officer

pay compensation in respect of, any damage to the premises (and, if let furnished, to their contents) which may have been caused by those who have occupied them under this agreement. Provided always that the cost of maintaining the main structure, walls and roof and damage resulting from fair wear and tear, normal user, fire or facts de guerre shall be borne by the Landlord.

7. The aggregate of the compensation which at the option of the Secretary of State may become payable in respect of the premises under the two preceding clauses shall in no case exceed the capital value of the demised premises and in the event of any dispute as to the amount of this compensation the matter shall be referred to the arbitration of a single arbitrator to be chosen by agreement between the parties.

8. The Secretary of State shall be entitled to assign this tenancy or sublet all or part of the demised premises subject to the assignee or subtenant assuming all the obligations of this agreement.

9. Neither the Landlord nor anyone claiming under him shall be entitled to any compensation from the Secretary of State in respect of loss of crops, trading profit or similar loss during the continuance of this tenancy in connection with the demised premises.

10. In the event of the whole or a part of the demised premises being destroyed or becoming uninhabitable the rental payable to the Landlord shall automatically be reduced proportionately.

11. The Secretary of State may determine this tenancy at any time by giving to the Landlord seven days' notice.

12. This tenancy shall automatically determine if the demised premises become unusable by the British Forces as a result of military acts or operations and the amount of the rental payable to the Landlord in this event and in that arising under clause 11 above shall be calculated from the date of the last quarterly payment up to the date on which the premises are no longer occupied.

13. This agreement cancels all previous agreements relating to the demised premises which may have been entered into between the Landlord and the Secretary of State or anyone purporting to act on his behalf.

IN WITNESS whereof the Landlord and the Hirings officer have signed this agreement in duplicate on the date shown below.

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insur premises

nant assuming all the obligations of this agreement.

9. Neither the Landlord nor anyone claiming under him shall be entitled to any compensation from the Secretary of State in respect of loss of crops, trading profit or similar loss during the continuance of this tenancy in connection with the demised premises.

10. In the event of the whole or a part of the demised premises being destroyed or becoming uninhabitable the rental payable to the Landlord shall automatically be reduced proportionately.

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IN WITNESS whereof the Landlord and the Hirings officer have signed this agreement in duplicate on the date shown below.

charge par le cessionnaire ou sous-locataire de toutes les obligations du présent contrat.

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10. Au cas où la totalité ou une partie de l'immeuble loué viendrait à être détruite ou deviendrait inhabitable, le loyer payable au Bailleur serait de plein droit réduit proportionnellement.

11. Le Secrétaire d'Etat pourra résilier cette location à tout moment moyennant un préavis de sept jours donné au Bailleur.

12. Cette location serait résiliée de plein droit au cas où l'immeuble loué deviendrait inutilisable par les forces britanniques par suite de circonstances de guerre et le montant du loyer payable au Bailleur en cette éventualité ainsi qu'en celle prévue à l'article 11 ci-dessus serait calculé à partir du dernier paiement trimestriel jusqu'à la date à laquelle l'immeuble ne serait plus occupé.

13. Ce contrat abroge tous contrats relatifs à l'immeuble loué passés antérieurement entre le Bailleur et le Secrétaire d'Etat ou toute personne prétendant agir pour le compte de celui-ci.

EN FOI de quoi le Bailleur et le Hirings Officer ont signé ce contrat en double, à la date indiquée ci-dessous.

Date

Signature du
Bailleur

Signature du
Hirings Officer

Approved

Imp. Pfeiffer, 86, rue Sidi-Carnot, Alger

PSS/NA/1/43/10.000 — 1806/340/Dir. of. Hqs.

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No. _____

SHORT TERM AGREEMENT
(Definite Term).

AF Hq. Eng. Sec.

THIS AGREEMENT, made and entered into this _____ day of _____, 1943, at Algiers, Africa, by and between The United States of America, represented by _____ hereinafter referred to as party of the first part, and _____, of _____, represented by _____, hereinafter, referred to as party of the second part, WITNESSETH:

THAT WHEREAS, the party of the first part has used and occupied for military purposes, certain improved/unimproved real property belonging to the party of the second part for the period from _____ to _____, 1943, which said real property is described as follows:

NOW THEREFORE, in consideration of the premises, the party of the first part agrees to pay, to the party of the second part, and the party of the second part agrees to accept from the party of the first part, the sum of F _____, as rental and consideration for the use and occupancy of said property as above set forth.

In further consideration of the premises the party of the second part by these presents, does hereby voluntarily release, relinquish and forever discharge the party of the first part from any and all liability hereinafter, as a result of any damage sustained to persons or property, and the party of the second part further agrees to indemnify and save harmless the party of the first part against any and all claims, demands, actions, and/or recourse, for damage to persons or property which may be made or instituted at any time by any and all persons growing out of the above occupancy.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, the day and year first above written.

In the presence of:

THE UNITED STATES OF AMERICA

By _____
(Party of the First part)

(Party of the Second part)

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Office of the U. S. Claims Officer

_____, 1943

SUBJECT: Report of Investigation, Claim of _____

TO : _____

1. I submit herewith my findings and recommendation in the case of above named, claim, facts of which are set out on attached claim.

2. It appears that claimant is not a member of the U. S. Army, Navy, or Marine Corps, a national or citizen of a country at war with the United States, or a United States citizen temporarily residing in French North Africa,

3. The amount of the claim (\$_____) does not exceed \$1,000.00.

4. The evidence does not establish that the damage has been proximately caused in whole or in part by negligence of claimant, his agent or employee.

5. The occurrence upon which the claim is based, as I find the facts:

6. RECOMMENDATION:

Investigating Officer

1st Ind.
HEADQUARTERS, _____, 1943. TO: President, Claims Commission

Approved.

For _____

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A. P. Ho. Eng.

Lease No.

LEASE

between

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered in this day of
in the year one thousand nine hundred and by and between

whose address is heirs, executors, administrators, successors and assigns,
for hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter
called the Lessee:

WITNESSETH: The parties hereto, for the considerations hereinafter
mentioned, covenant and agree as follows:

2. The Lessor hereby leases to the Lessee the following described
premises, viz:

to be used exclusively for the following purposes, to wit:

3. TO HAVE AND TO HOLD the said premises with their appurtenances for
the term beginning and ending with

but subject to the provisions as to termination, hereinafter set forth.

4. The Lessee shall not assign this lease in any event, and shall not
sub-let the demised premises except to a desirable tenant, and for a simi-
lar purpose, and will not permit the use of said premises by anyone other
than the Lessee, such sublessee, and the agents and servants of the Lessee,
or of such sublessee.

5. a. This lease may, at the option of the Lessee, be renewed for an
additional period of three months, at a rental of per
and otherwise upon the terms and conditions herein specified: Provided that
no renewal thereof shall extend the period of occupancy of the premises be-
yond the day of 19

b. This lease may be terminated by the Lessee, at any time during
the term thereof, upon seven days written notice to the Lessor, which
notice as well as the notice provided for in a. above, may be transmitted
by regular mail addressed to the Lessor at

or delivered by messenger to such address.

6. The Lessor shall furnish to the Lessee, during the occupancy of
said premises, under the terms of the lease, as part of the rental consi-
deration, the following:

whose address is
for heirs, executors, administrators, successors and assigns,
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter
called the Lessee:

WITNESSETH: The parties hereto, for the considerations hereinafter
mentioned, covenant and agree as follows:

2. The Lessor hereby leases to the Lessee the following described
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to be used exclusively for the following purposes, to wit:

3. TO HAVE AND TO HOLD the said premises with their appurtenances for
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and otherwise upon the terms and conditions herein specified: Provided that
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the term thereof, upon seven days written notice to the Lessor, which
notice as well as the notice provided for in a. above, may be transmitted
by regular mail addressed to the Lessor at
or delivered by messenger to such address.

6. The Lessor shall furnish to the Lessee, during the occupancy of
said premises, under the terms of the lease, as part of the rental consi-
deration, the following

7. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and warranty condition during the continuance of this lease, except in case of damage arising from the wrongful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

8. The Lessee shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Lessor and may be removed therefrom by the Lessee prior to or at the termination of this lease, and the Lessee, if required by the Lessor, shall, before the expiration of this lease or removal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, or pay liquidated damages if any in lieu of restoration, reasonable and ordinary wear and tear and damages by the elements, acts of war, riot, sabotage, fire and casualty or by circumstances over which the Lessee has no control, excepted: It is agreed that an Etat des lieux and an Inventory will be made as soon as practicable after the execution of this lease to become a part thereof.

9. The Lessee shall pay the Lessor for the premises rent at the following rates:

such payment to be made in monthly installments or parts thereof. Payment shall be made on the last day of each month, for and during the term of this lease, or until the same shall have been otherwise terminated as hereinafter provided, upon presentation by the Lessor of his duly authorized agent and representative of the Lessor's original signed copy of this lease to the Finance Officer, U. S. Army at

10. If the said premises be destroyed or rendered untenable by acts of war, riot, sabotage, casualty (all fire or other casualty this lease shall immediately terminate), and if so terminated no rent shall thereafter accrue to the Lessor, provided, however, that the Lessee may, at its option, and at its own expense, within such repairs to said premises as it may deem necessary, and continue to occupy the same under and subject to the terms and provisions of this lease, in which event said provision as to termination shall not operate or become effective.

11. In event any of the terms or provisions of this lease shall be illegal under any law, constitution, statute or ordinance applicable thereto, such illegality shall not extend to or affect any of the remaining terms or provisions thereof.

12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

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tear and damages by the elements, acts of war, riot, sabotage, fire and casualty or by circumstances over which the Lessee has no control, excepted: It is agreed that an Etat des Lieux and an Inventory will be made as soon as practicable after the execution of this lease to become a part thereof.

9. The Lessee shall pay the Lessor for the premium rent at the following rate:

such payment to be made in monthly installments or parts thereof. Payment shall be made on the last day of each month, for the term of the term of this lease, or until the same shall have been otherwise terminated as hereinafter provided, upon presentation by the Lessor or his duly authorized agent and representative of the Lessor's original signed copy of this lease to the Finance Officer, U. S. Army at

10. If the said premises be destroyed or rendered untenable by acts of war, riot, sabotage, casualty and fire or other casualty this lease shall immediately terminate, and if so terminated no rent shall thereafter accrue to the Lessor, provided, however, that the Lessee may, at its option, and at its own expense, make such repairs to said premises as it may deem necessary, and continue to occupy the same under and subject to the terms and provisions of this lease, in which event said provision as to termination shall not operate or become effective.

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12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated entity, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

Lessor.

THE UNITED STATES OF AMERICA

(Address)

By: _____

(Name, Rank, and Organization)
Contracting Officer.

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Declassified E.O. 12356 Section 3.3/NND No.

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FOLIO	REF. NO.	DATE	FROM/TO
32	7835	June 20	To: Lt. Col. Paletti
33	"	" 20	" : Lt. Capt. Benson
34	7979	" 20	" : M.C.A., Force 141
35	1418/5434/ST	Apr 24	From: DOST, 141F.
36A	CAO 38/6	June 18	" : M.C.A. 141F
36B	—	" 19	" : CAO, AFHQ
37	0/40	" 22	Draft letter to Task Force.
38	1418/3434/2	" 23	To: Traveling Army
39	—	" 23	From: H&H 141
40	7979	23 June	Memo.
41	7979	24 "	To: Lt. Col. R.
42	7979	26 "	" : CP CAPT BENSON
43	7979	25 "	" : M.C.A., 141 F.
44	9/0155	26 "	" "
45	1418/3548/Q	26 "	From: Q 1417.
46	Q-791	27 "	Force 141 Admin Inter. to Do.
47	AL/289	24 "	From: 343 Force
48	97134	1 July	" : Angel's Record
49	—	8 July	From: Trooper, Chain Commander
50.	—	—	Note: D.A. record
51.	09/203	6 July	From: M.C. 141/141 (see 141)
52.	00.	15 "	" : AFHQ M.C.S.
53	None	16 "	" "
		8 July	Memo to Col. R.

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40	7979	24	To	See Rec.
41	7979	26	"	GP CAPT BENSON
42	7979	25	"	MCA, 141 F.
43	7979	26	"	"
44	9/0155	26	From	Q 1417.
45	141F 3548 Q	27	From	141 Amine Dist. No 20.
46	Q-791	24	From	343 From
47	AH/289	1 July	"	Angst Fear
48	97134	8 July	From	Trooper, Chain Commander
49	—	—	Notes	of A road
50	—	6 July	From	W.O. Tishal (see Rec)
51	CP/203	15	"	AFHQ MCS.
52	DC	12	"	"
53	None	8 July	Memor	to Ed Henthall

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No.	REF:	DATE	FROM OR TO
1A	G.P. (1) 93379	10 APRIL '43	FORCE 545
2A	70540.F5	15 APRIL '43	TROOPERS
3A	141F/7807/CA	23 APRIL '43	TO G.M.AINT)
4A	141F/5737/ST	24 APRIL '43	FROM FORCE 545
5A	141F/7979/CA	29 APRIL '43	"Proposal For Joint Claims Comm. I
6A	141F/7979/CA	29 APRIL '43	" " " " II
7A	141F/3921/Q	26 APRIL '43	FROM IIA & GMC
8A	141F/7979/CA	17 APRIL '43	"NOTES ON CLAIMS AND CLAIMS Policy Conference"
9A	7979	30 APRIL '43	TO MR. WALTER KAHN, Esq.
10A	141F/7979/CA	1 MAY '43	EXTRACTED TO Col. Russell "Red Pots" To 7901
11A	Q/0043	7 MAY '43	FROM FORCE 141
12A	—	—	FROM PERS. CLAIMS COMM.
13A	—	—	"EXTRACT FROM Q/INT. INTELLIGENCE Summary"
14A	T 61	8 MAY '43	TO TROOPERS
15A	77769.MOH	9 MAY '43	FROM TROOPERS
16A	141F/3725/Q	11 MAY '43	"REQUESTING OF TROOPERS CLAIMS AND CLAIMS IN HONOR"
17A	7911/F5	13 MAY '43	Requesting property
18A	—	—	Letter Bill 899.
19A	Q(AE) 149240	13 MAY '43	From: Mileast
20A	84398.MOH	20 " '43	From: Mileast
20A	84398.MOH	20 " '43	From Trooper
21A	CA/093	21 " '43	TO Trooper
22A	—	12 MAY '43	M

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9A	141F 7979 CA	30 APR 43	EXTRACTED 10 7901	1 MAY 43	1 MAY 43	FROM FORCE 141	FROM PRES. CHAMBERLAIN	"EXTRACT FROM INTELLIGENCE SUMMARY"	TO TROOPERS	FROM TROOPERS	"REQUISITIONING OF TROOPER HIRINGS AND CLAIMS TO HONORIFIED"	Requesting properly Letter BEE 899.
10A	141F 7979 CA	1 MAY 43	EXTRACTED 10 7901	1 MAY 43	7 MAY 43	FROM FORCE 141	FROM PRES. CHAMBERLAIN	"EXTRACT FROM INTELLIGENCE SUMMARY"	TO TROOPERS	FROM TROOPERS	"REQUISITIONING OF TROOPER HIRINGS AND CLAIMS TO HONORIFIED"	Requesting properly Letter BEE 899.
11A	Q 0043											
12A												
13A												
14A	T 61			8 MAY 43								
15A	77769 MON			9 MAY 43								
16A	141F 3725 1 Q			11 MAY 43								
17A	7911/FS			13 MAY 43								
18A												
19A	Q(AE) 49240			13 MAY 43								
20A	84598 20011			20 " 43								
21A	81398 10011			20 " 43								
22A	CA 093			21 " 43								
23	None.			12 MAY 43.								
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28	141F 3921 Q			28 MAY.								
29	AF F 781											
30	AF F 790											
	343F CA											

Ask for Requisition Receipt Notes.
Requisition.

From: SCAO, 343 Force

0562

Declassified E.O. 12356 Section 3.3/NND No. 785015

Miss G. M. ...

American

The U.S. Army has a short
time remaining before which
it will when prisoners have
been taken over and the vaults
therein for the 4
which contains a command
for admission to the land.

05631

Declassified E.O. 12356 Section 3.3/NND No. 785015

2478

7979 53
PB
Memorandum to Col. Haskell.

You have asked for my comments on the memorandum of 24th May, 1943 re the Jurisdiction of the Legal Dept, Civil Affairs Section, with respect to Claims submitted by Major Ballsell to Col. McNevin of the Legal Dept, of the Civil Affairs Section, ETO.

Attached is a copy of a memorandum re Purchases, Rents, Requisitions and Claims which I prepared for AMGOT, and which was approved by all interested British and American Sections in Forces 141, 343 and AFHQ, except that AFHQ decided not to make payments for billeting where the owner continued to live in his house.

Claims. In the plans for HORRIFIED-HUSTY, made with the full approval of AMGOT, claims against the American or British Military Forces will be handled by the regularly constituted Claims Commissions in the respective Armies. The Claims Commissions do not form a part of the AMGOT-Civil Affairs Staff. Any legal advice which the Claims Commissions require can be obtained from the Theatre or Staff Judge Advocates. However, because operations are joint and because it is obviously desirable that both British and American Claims Commissions pursue, so far as possible, uniform policies and also policies which are consistent with AMGOT's program towards the local population, there will be established in Horrified a Claims Advisory Committee.

This committee will have British representatives from the offices of Claims, Financial Adviser and AMGOT and American representatives from the offices of Claims, Judge Advocate and AMGOT. It is expected that this committee will function actively. In this way, as well as by direct coordination between the British and American claims commissions, claims will be settled in Horrified on a uniform basis in a manner satisfactory to all interested sections of the Allied Forces. It is also expected that the British and American claims authorities at AFHQ will follow a uniform policy on the claims from \$2,500 to \$5,000 and on claims referred back to the War Office and the War Dept. for further congressional or parliamentary action. The five categories of claims which will be considered by the British and American Claims Commissions are listed on the attached chart. The British War Office have arranged for the British Claims Commissions to have the same authority as the American Commissions to deal with such claims, including amounts thereof.

AMGOT has not decided whether its representatives on the committee will be a C.A.O., lawyer, finance man etc. or a combination thereof. It is expected that such committee will only take a part of the time of the AMGOT representatives thereon.

Funds to meet awards of American and British Claims Commissions will be obtained in HORRIFIED in the same way as funds are obtained for expenditure by all the other Allied Military units; viz. by the Army Finance Officers and Paymasters drawing A.L. Lire from AFHQ. The settlement for such A.L. lire as part of the Occupation costs to be charged the Italians will be dealt with

785015

approval of AMGOT, claims against the American or British Military Forces will be handled by the regularly constituted Claims Commissions in the respective Armies. The Claims Commissions do not form a part of the AMGOT-Civil Affairs Staff. Any legal advice which the Claims Commissions require can be obtained from the Theatre or Staff Judge Advocates. However, because operations are joint and because it is obviously desirable that both British and American Claims Commissions pursue, so far as possible, uniform policies and also policies which are consistent with AMGOT's program towards the local population, there will be established in Horrified a Claims Advisory Committee.

This committee will have British representatives from the offices of Claims, Financial Adviser and AMGOT and American representatives from the offices of Claims, Judge Advocate and AMGOT. It is expected that this committee will function actively. In this way, as well as by direct coordination between the British and American claims commissions, claims will be settled in Horrified on a uniform basis in a manner satisfactory to all interested sections of the Allied Forces. It is also expected that the British and American claims authorities at AMFA will follow a uniform policy on the claims from \$2,500 to \$5,000 and on claims referred back to the War Office and the War Dept. for further congressional or parliamentary action. The five categories of claims which will be considered by the British and American Claims Commissions are listed on the attached chart. The British War Office have arranged for the British Claims Commissions to have the same authority as the American Commissions to deal with such claims, including amounts thereof.

AMGOT has not decided whether its representatives on the committee will be a C.A.C., lawyer, finance man etc. or a combination thereof. It is expected that such committee will only take a part of the time of the AMGOT representatives thereon.

Funds to meet awards of American and British Claims Commissions will be obtained in Horrified in the same way as funds are obtained for expenditure by all the other Allied Military units, viz. by the Army Finance Officers and Payments drawing A.M. Lire from AMFA. The settlement for such A.M. lire as part of the Occupation costs to be charged the Italians will be dealt with as part of the Armistice or Peace Terms. (There is being prepared a more lengthy memorandum describing how AMFA will extend A.M. lire for Army needs and how the accounting for such lire will be handled).

Purchases, Rents and Requisitions. The attached memorandum and chart indicate some of the policies in this regard to be followed in Horrified and also shows the organizational set up therefor. Here again the existing branches of the American and British armies carry on their operational activities and through the medium of a British-American policy committee, including AMGOT representatives, provide a channel for coordinating policies between British and American forces and between the interested sections of the Allied Military Forces, including AMGOT.

2443

Memorandum to Col. Haswell (Contd).

Controller of Property. The AMGOT plan provides for a Controller of Property. A Proclamation will be issued on the matter. His main functions relate to:

- (1) Allied property belonging to our nationals etc. which had been sequestered by the enemy prior to the occupation.
- (2) Property belonging to the enemy State. Although under international law we have very wide powers to take over all such categories of property, it is to be hoped that our activities in this regard will be limited to our Military needs and influenced by our desires for a benevolent administration and good propaganda effects elsewhere in Italy and the European Continent.
- (3) Other properties in Horrificed which belong to absent owners, or the use of which is essential to the Allied Military needs. Here again under international law and under the proclamation, the Controller of Property will have very wide powers when directed to act by the Chief Civil Affairs Officer. Presumably AMGOT will restrict the exercise of such powers so as to discharge our political directives and in the interests of good administration in Horrificed, and goodwill there and elsewhere.

The Controller of Property will unquestionably keep records of all categories of property coming under his control and will be fully responsible to AMGOT for his acts in connection therewith, even though the proclamation provides that AMGOT and its officers are under no responsibility to the property owner for any loss or damage suffered by him. It is to be presumed that we will not pursue a policy of confiscation of private property. At some future time it is to be expected that the Controller of Property or some other part of AMGOT will return private property which still remains under our control in Horrificed. Presumably no claims by the enemy state for any of its property taken or used by the Allied Forces during the war will survive the Armistice and Peace terms.

Claims on Account of damage to Our Property. AMGOT has not set up any procedure for dealing with this situation except to the extent that a person can be prosecuted and fined in the Allied Military Criminal Courts. This far no provision has been made to set up Allied Military Civil Courts. It is not desirable that we submit our claims for such property damage to the Italian Civil Courts which will be reopened. However, it is not likely that there will be any significant number of non-criminal claims for damage to Army property, that cannot be handled by the Army's ordinary procedure. This involves an investigation and report by the unit whose property is damaged to determine the damage and consideration of the matter by their Staff Judge Advocate. Demanding for settlement is then made on the person damaging the property. If there were to be a very large number of such cases or if any particular case presented an unusual angle from the point of view of relations with the public in Horrificed, AMGOT would presumably be consulted on a policy level.

The Controller of Property will unquestionably keep records of all categories of property coming under his control and will be fully responsible to AMCOT for his acts in connection therewith, even though the proclamation provides that AMCOT and its officers are under no responsibility to the property owner for any loss or damage suffered by him. It is to be presumed that we will not pursue a policy of confiscation of private property. At some future time it is to be expected that the Controller of Property or some other part of AMCOT will return private property which still remains under our control in Horrificed. Presumably no claims by the enemy state for any of its property taken or used by the Allied Forces during the war will survive the Armistice and Peace terms.

Claims on Account of Damage to Our Property. AMCOT has not set up any procedure for dealing with this situation except to the extent that a person can be prosecuted and fined in the Allied Military Criminal Courts. Thus far no provision has been made to set up Allied Military Civil Courts. It is not desirable that we submit our claims for such property damage to the Italian Civil Courts which will be reopened. However, it is not likely that there will be any significant number of non-criminal claims for damage to Army property, that cannot be handled by the Army's ordinary procedure. This involves an investigation and report by the unit whose property is damaged to determine the damage and consideration of the matter by their Staff Judge Advocate. Damaging for settlement is then made on the person damaging the property. If there were to be a very large number of such cases or if any particular case presented an unusual angle from the point of view of relations with the public in Horrificed, AMCOT would presumably be consulted on a policy level.

AMCOT
1st Force.
FIELD.

8 July, 1943.

Bernard Bernstein,
Lt. Col. A. U. S.
AMCOT.

2441

May 25, 1943.

MEMORANDUM: re Purchases, Rents, Requisitions, and Claims

Conferences were held on May 24th and 25th with Major General Lord Rennell, Lt. Colonel Greiffey-Smith, Lt. Colonel Bernstein, of Civil Affairs Force 141 and Colonel Jones and Major Jackson, Force 343, relative to the policy to be followed in requisitioning, billeting, purchasing, and handling of claims. The following matters were agreed to:

(1) Billeting. The American view was to make payment for billeting in private property whether or not the owner of the property

thereon. Major General Lord Renn

matter again with British War Of

treatment of this matter.

(2) Purchases. So far as possible during the assault and operational stages private goods and services acquired by the Allied Forces shall be purchased against cash payments instead of being requisitioned. Organizations in the field will be provided with cash. However, where the military forces take over from a private party, goods of considerable value, particularly goods which may be of no use to the owner in view of the war situation, the question of whether payment should be made, will be submitted for decision to the Joint Committee on Purchases, Rents, and Requisitions of Force 141. Civil Affairs 141 will furnish to Headquarters 343 and 545 lists of official and black market prices of various commodities in HONGKONG. Such price lists will be amended and supplemented as rapidly as additional information becomes available.

Such price lists will constitute a guide to purchasing officers during the assault and operational phases. Liaison will also be maintained between Forces 343 and 545 through 141, if practicable, otherwise directly, in order that consistent price policies may be followed in making purchases.

(3) Requisition. Requisition of private property will be made only when normal purchasing procedure fails to produce required items. The policy

See 25 for copy

matter again with British War Of treatment of this matter.

(2) Purchases. So far as possible during the assault and operational stages private goods and services acquired by the Allied Forces shall be purchased against cash payments instead of being requisitioned. Organizations in the field will be provided with cash. However, where the military forces take over from a private party, goods of considerable value, particularly goods which may be of no use to the owner in view of the war situation, the question of whether payment should be made, will be submitted for decision to the Joint Committee on Purchases, Rents, and Requisitions of Forces 141. Civil Affairs 141 will furnish to Headquarters 343 and 545 lists of official and black market prices of various commodities in HOLLAND. Such price lists will be amended and supplemented as rapidly as additional information becomes available. Such price lists will constitute a guide to purchasing officers during the assault and operational phases. Liaison will also be maintained between Forces 343 and 545 through 141, if practicable, otherwise directly, in order that consistent price policies may be followed in making purchases.

(3) Requisition. Requisition of private property will be made only when normal purchasing procedure fails to produce required items. The policy to be followed in connection with requisitioned goods shall be determined by committees of purchases, rents, and requisitions, which will be attached to Headquarters of Forces 141, 343, and 545, and perhaps also in various localities as required. At the beginning the price paid for requisitioned goods will be the preoccupation line price for such goods. The question of what constitutes a proper price will be reexamined in three or four months in light of circumstances then existing. Payment for requisitioned items will be

2473

(2)

Made through the appropriate fiscal officer or paymaster at each headquarters.

(4) Use of Private Immovable Property. The policy to be followed in connection with the use of private immovable property will also be determined by the committees referred to in section 3. If payment is to be made for such use, the price to be paid, therefore, at the beginning, will be the preoccupation lire price for the use of such property. The question of what constitutes a proper price will be reexamined at a later time in light of circumstances then existing.

(5) State owned and para-statal property. State owned property that is requisitioned will not be paid for. There will be submitted to the Joint Committee on Purchases, Rents, and Requisitions of Force 141 all questions of payment for requisitioned property where there is any question of the ownership being para-statal or belonging to persons outside of MORRILL.

(6) Claims. There will be established a Claims Advisory Committee at Force 141 consisting British and American representatives. A Claims Commission of American members will be established at Force 343; and a Claims Commission of British members will be established at Force 345. The Claims Commissions will have jurisdiction to pass finally on claims not exceeding 2500 dollars. Each Claims Commission will route through the Claims Advisory Committee claims exceeding 2500 dollars, together with its recommendation. The Claims Advisory Committee in forwarding such claim and recommendation to the appropriate British or American authority at AFHQ will indicate whether the recommendation of the Claims Commission is or is not in accordance with policies formulated by the Claims Advisory Committee. The British and American Claims authorities at Algiers will dispose of claims not exceeding 5,000 dollars and will refer to the War Office, London and the War Department, Washington, respectively, for appropriate action, claims for over 5,000 dollars. Appropriate steps will be taken to insure that British Claims authorities have as wide authority as American Claims authorities in disposition of claims in the field and at AFHQ, and that a coordinated policy will be followed by British

Committee on Purchases, Reents, and Requisitions of Force 141. The question of the ownership payment for requisitioned property where there is any question of the ownership being para-statal or belonging to persons outside of HORRIFIED.

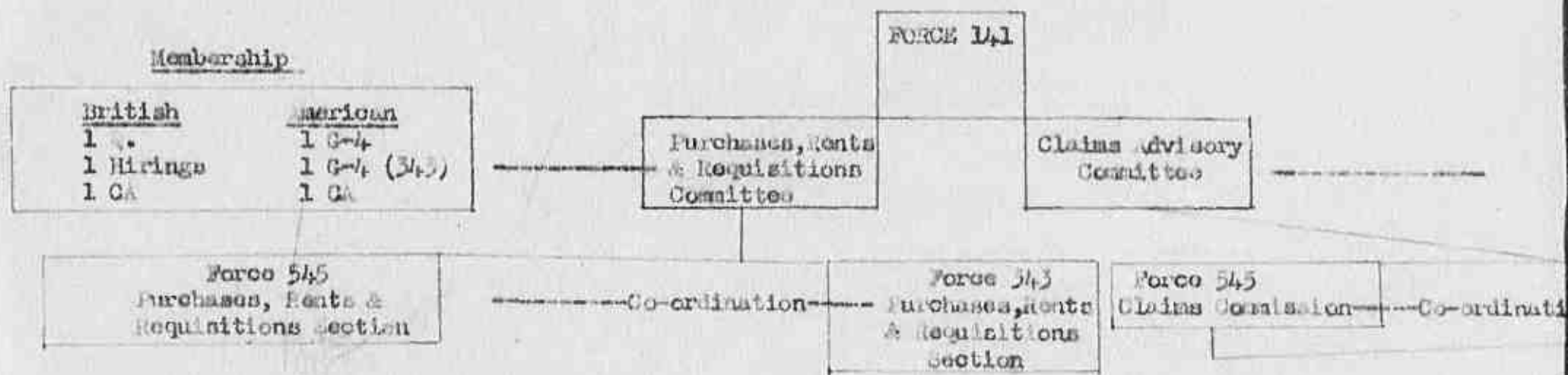
(6) Claims. There will be established a Claims Advisory Committee at Force 141 consisting British and American representatives. A Claims Commission of American members will be established at Force 143; and a Claims Commission of British members will be established at Force 145. The Claims Commissions will have jurisdiction to pass finally on claims not exceeding 2500 dollars. Each Claims Commission will route through the Claims Advisory Committee claims exceeding 2500 dollars, together with its recommendation. The Claims Advisory Committee in forwarding such claim and recommendation to the appropriate British or American authority at AFHQ will indicate whether the recommendation of the Claims Commission is or is not in accordance with policies formulated by the Claims Advisory Committee. The British and American Claims authorities at Algiers will dispose of claims not exceeding 5,000 dollars and will refer to the War Office, London and the War Department, Washington, respectively, for appropriate action, claims for over 5,000 dollars. Appropriate steps will be taken to insure that British Claims authorities have as wide authority as American Claims authorities in disposition of claims in the field and at AFHQ, and that a coordinated policy will be followed by British and American Claims Commissioners in dealing with claims.

(7) Chart of Committees. There is attached a chart showing the various committees on purchases, reents, and requisitions and claims at the various headquarters and the contemplated representation on such committees at Force 141.

2442

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Declassified E.O. 12356 Section 3.3/NND No. 785015



Final Action on Claims not Claims over this amount to Claims Advisory Committee, recommendation of Claims Commission Committee in forwarding claim to British and American Claims will indicate whether record of Claims Advisory Committee

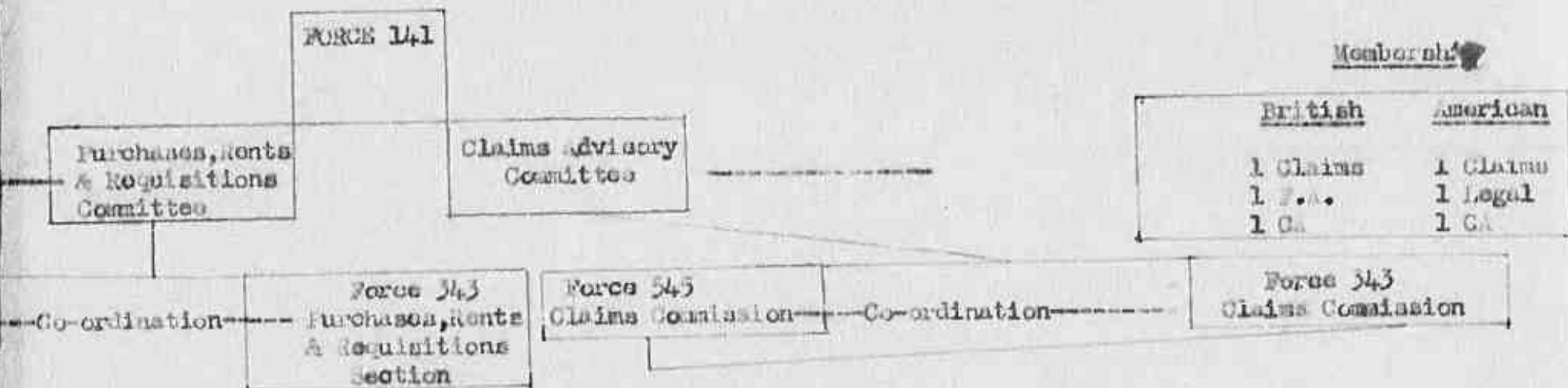
Types of Claims to be Considered.

1. Damage to or loss or destruction of public property, both real and personal.
2. Damage to or loss or destruction of private property, both real and personal.
3. Personal injury or death of inhabitants.
4. Damage or loss or destruction of personal property belated to Allied Forces.
5. Damage incident to the use and occupancy of real property under lease or other

1255

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Declassified E.O. 12356 Section 3.3/NND No. 785015



Final Action on Claims not exceeding £ 2500.00. Claims over this amount to be routed through the Claims Advisory Committee, together with recommendation of Claims Commission. Claims Advisory Committee in forwarding claims and recommendations to British and American Claims authorities at Algiers, will indicate whether recommendations comply with policy of Claims Advisory Committee.

Types of Claims to be Considered.

- to or loss or destruction of public property, both real and personal.
- to or loss or destruction of private property, both real and personal.
- injury or death of inhabitants.
- loss or destruction of personal property belated to Allied Forces.
- incident to the use and occupancy of real property under lease or otherwise.

1352

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17 JULY 43
7979

ALLIED FORCE HEADQUARTERS
Military Government Section

11, July 1943.

*File Bank Reg
9/1/43*

Brig. Gen. Frank McSherry,
AMGOT, Force 141,
APO #777, U. S. Army.

Dear Mac:

I spoke to General Gale yesterday about the question of paying for billets in Sicily. He produced a large file which indicated that there had been a good bit of telegraphing and discussion about this matter and the U.S. side has agreed to this procedure as expressed by a signed memorandum from Adcock. All concerned seem to think that it is the correct procedure and that in any event it is much too late to effect any change now. I suggest, therefore, that we leave it alone for the time being and if unfavorable reactions to this procedure become apparent once you are on the ground, we can take it up again.

Thank you very much for your note of July 12th and for the TBA and TO of AMGOT, as well as for the copy of the memorandum to Bill Ennis with regard to the misfits.

Captain Chambers appeared to be a little bit too old and too mature to do the junior job for which I need a young officer. As your memorandum to Bill Ennis would indicate that you are willing to release him, I spoke to Bill about him. He is very glad to have him and I believe has sent him to G-2, II Corps, who have been urgently requesting someone fluent in Italian with some G-2 experience. If you can spare an Italian speaking Lieutenant, who is sound in whim and limb and not too weak in the head, I should be grateful.

Please remember that I am here to be useful to you and AMGOT and am anxious to perform any service you may require here at AFHQ.

I am sorry not to have seen you the other day before you got off.

With best regards,

Sincerely yours,

10 SEE:

DCCAO

LEGAL

FINANCE

J. C. Holmes
WCS

10/1

J. C. Holmes
J. C. HOLMES
Brigadier General, G.S.C.
Chief, Military Government Section 6440

RIGHT

MOST SECRET

141P/3921/1

23 Jun 43.

SUBJECT:- Civil Administration - Police.

To:- AMGOT.

Was any action taken this and on suggested amendment?
Director Claims is going to raise with Gen. Sale.

to G.

Please send two copies of your Operation Instruction No. 9 of 1 Jun 43 AMGOT Plan to Director of Hirings AFHQ, and one to the Financial Adviser.

In view of Force 141 Signal No. 9/0140 dated 23 Jun and to comply with Troopers Signal 79111 PS of 12 May 43 SPEND to DMLGP we suggest para 53(b) of above instruction be amended to read:-

THIRTS

In general no rent or other compensation will be paid in respect of the occupation of private immovable property, whether taken over entirely, or as billets. However, the Hirings Officer may make an ex gratia payment where the owner applies for this and proves that he is present in the locality, and that he has suffered financial hardship as the result of being dispossessed of the land or premises."

(Sgt) W.G. ROE. Col.

for Major-General.
Major-General i/c Administration
Force 141.

141 FORCE 141
FIELD.

Copy to:- Hirings and Claims, AFHQ.
Financial Adviser, AFHQ.

Declassified E.O. 12356 Section 3.3/NND No.

785015

2439

SECRET

ALLIED FORCE HEADQUARTERS
Military Government Section

51

HEADQUARTERS
Date 16 Jul 43
N 7979
FORCE 141

CF/dag
15 July 1943

MEMORANDUM TO: Chief Civil Affairs Officer, AMOCT.
ATT: Chief Legal Officer.

SUBJECT : Payment of Claims by Inhabitants of Foreign Country.

1. SECRET despatch CM-IN-4973 from AGWAR 11 July 1943 is summarized for your information:

Nationals of enemy country may recover claims under Foreign Claims Act as provided therein and in AR 25-90 par. 3. In each case it must be found that claimant is "friendly". Such friendly enemy nationals even though inhabiting occupied territory may be paid. Claims by enemy nationals not "friendly" to be subject of subsequent despatch.

2. The scope of the Foreign Claims Act of January 2, 1942, as amended April 22, 1942, is, in the words of AR 25-90, par. 2,

"Claims for damage to or loss or destruction of real or personal property, and for personal injury or death, caused by Army forces, or individual members (whether military personnel or civilian employees) thereof, or otherwise incident to noncombat activities of such forces, in a foreign country to public property located therein or to the privately owned property, or to the persons, of inhabitants of such country are within the foreign claims provision."

3. Copy of memorandum on the subject for Colonel Maxwell is inclosed.

Charles Fairman
CHARLES FAIRMAN,
Lt. Col., JAGP.
Legal Advisor.

Gl Chapman — *Seen W.C.*

2 A.

2438

SECRET

ALLIED FORCE HEADQUARTERS
Military Government Section

CF/ft
15 July 1943.

MEMORANDUM FOR: Colonel Maxwell.

SUBJECT : U. S. Foreign Claims Act.

1. I have just been shown MC-IN-4973 SECRET re policy of U. S. War Department as to payment of claims of nationals of foreign countries under Foreign Claims Act as amended April 22, 1943.

2. The statute seeks to promote and maintain friendly relations in foreign countries by the prompt settlement of meritorious claims. In particular

inhabitant of foreign (including occupied) territory may recover claim in respect of personal or property damage caused by U. S. Army personnel (civilian accompanying military personnel) even though not acting within the scope of his employment up to \$5000.00.

and excess of \$5000.00 may be reported to Congress as a legal claim. The damage must have been incident to non-combat activities.

But no claim of a national of an enemy country shall be allowed except as Claims Commission or the local military commander shall determine that claimant is friendly to U.S.

Thus inhabitant of Sicily, if found to be friendly, might have claim allowed.

3. No action need be taken in Military Government Section.

4. AMGOT may well be advised, though it will have no duties in connection with the matter. I understand that claims arising in U.S. and British Forces are to be handled in this manner:

British Government to allow claims on same basis as U.S.

British Claims Commission (3 officers) and U. S. Claims Commission (3 officers) will sit together to consider more serious questions arising in the two armies, and after having benefit of discussion the Claims Commission concerned will sit to decide the case.

0 5 7 3

- 2 -

5. While it has not been contemplated that ANGOT would concern itself with claims - leaving any cases which might arise due to acts of members of ANGOT to the Claims Commission for the Army of which the tortfeasor was a member - I am sending to G.C.A.O., ANGOT, attention Chief Legal Officer, for information only, a ^{copy} of the dispatch and of this memorandum.

CHARLES FAHMAN
Lt. Col., JAGP,
Legal Advisor.

2436

785015

Dr. Coe BERNSTEIN to Sec.

Agrees with (48)

BS 19/7

ap 16/7

(50)

MOST SECRET

6th July, 1943.

My dear Reynolds,

On the 12th May we discussed the question of the settlement of claims in HORRIFIED, and as a result of the discussion I wrote a minute of which you retained a copy.

I rather think that the decision which I gave did not make sufficient allowance for the ordinary Army arrangements of the Claims Commission. There will be going with the Force the usual complement of Claims Officers and they will have their own powers of settling claims against the Army, the Navy and the Air Force, which in the higher range will exceed £50 (the limit which you and I contemplated for an individual officer). There is no objection to having a Committee consisting of British and American officers who will have powers intermediate between the highest power of the individual Claims Officer and the powers of the Claims Commission in Algiers. I propose that the powers of the Committee should be not exceeding £500 in any one case, and of the Claims Commission in Algiers as previously agreed - £1,250 (\$5,000). But I think that if this set up is adopted the British members of the Committee should be the A.D. Claims, the A.D. Hirings and a representative of the Financial Adviser. The basis of settlement will follow the usual principles laid down by the Claims Commission in various parts of the world. I have no doubt that you will ensure that there is no duplication of staff between the Claims Commission and any Civil Affairs officers who you may have included in your establishments.

I am sending a copy of this to Col. [unclear]

arranging/

Major-General the Lord Rennell of Rodd.

B/O 18/7

Declassified E.O. 12356 Section 3.3/NND No.

785015

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arranging for him to send a copy to his Vice
President at the Claims Commission at Algiers.

[Signature]

L. S. H. H. H.

0581
EQUALS BRITISH MOST SECRET

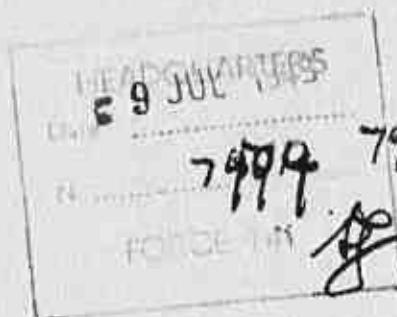
SECRET

WAR DEPARTMENT
CLASSIFIED MESSAGE CENTER

INCOMING MESSAGE

AN 608
BIGOT

JAJA
none
filed 071700



AFBC W 398/08
080605B
rjk

ROUTINE

BIGOT HORRIFIED

FROM TROOPERS, CLAIMS COMMISSION
TO FREEDOM FOR VICE PRESIDENT CLAIMS COMMISSION
NO 97134, July 7, 1943

Following arrangements approved.

1. Claims Committee consisting AD claims AD hirings
representative FA 3 UNITED STATES Officers.

2. Financial powers any 1 case Claims Committee, 500 pounds.
Claims in excess, to be referred Claims Commission CLAIMERS, whose
powers increased to 1250 pounds, (\$5000).

3. Delegation below Committee AD claims 100 pounds DADS
claims 50 pounds, claims Officers 25 pounds. Arrange committee and
issue directive in consultation and agreement UNITED STATES Claims
Commission. Prepare and issue detailed instructions on policy
procedure, delegated powers, returns etc. Information all Officers to
4 claims. Inform FA, acknowledge.

ACTION: CLAIMS COMMISSION

INFO: SGS DTC CAO
G-3 MAC NAVY
MIL GOVT SEC AMOOF REAR
AG RECORDS

To SER
FINANCE
CIVIL SUPPLY

MC IN 3440 8 July 43 1300B Ref No. 97134

EQUALS BRITISH MOST SECRET

SECRET

THE MAKING OF AN EXACT COPY OF THIS MESSAGE IS FORBIDDEN

COPY No.

17

0 5 8 2

Declassified E.O. 12356 Section 3.3/NND No. 785015

AMGOT

Subject:- Proposed Army Rates of Pay
for Civilian Labour

MOST SECRET

H.Q. Force 141 (Q Maint)

AL 289

25e 43
7979.

1 Jul 43

Enclosed herewith is AMGOT Rear H.Q. letter
141F/7979/CA dated 25 Jun 43 duly signed by Major General
Lord Rennell, together with enclosures.

AMGOT REAR
A.F.H.Q.

file

Shirley. H.
Major,
AMGOT Liaison.

To SER

Civil Supply

r/a
was

da 416

2438

SECRET BIGOT HUSKY

HEADQUARTERS FORCE 343
APO #758, US Army

Ref. No. Q-791

Copy No. 31

SUPPLEMENT #2

SI
Date 24/5/43
Auth: CG, IACR Ltd: 'C'
24 June 1943

PROCUREMENT INFORMATION AND PRICE CONTROL LIST

I. INSTRUCTIONS ON REQUISITIONING.

1. Reference: Annex No. 7, Adm. Order #1, Field Order No. 1.

a. The third copies of all requisition forms are amended to read as follows:

"Authority: Annex No. 7 to Adm Order No. 1 to Field Order No. 1"

II. PRICE CONTROL LIST. (Change #1)

1. Prices indicated herein are official prices and are representative as of this date. Care will be exercised not to exceed maximum official prices insofar as the tactical situation permits:

COMMODITY	UNIT	PRICE
Bread	Kg	3.0 Lire
Pasta	"	4.0 "
Meat	"	16 to 20.0 "
Olive Oil	"	25.0 "
Sugar	"	10.0 "
Cheese	"	25 to 30.0 "
Potatoes	"	1.6 "
Flour (Whole wheat)	"	5.0 "
Rice	"	3.5 "
Chicken	"	18 to 20.0 "
Vegetables	"	2 to 3.0 "
Ham	"	20 to 25.0 "
Rabbits	"	12 to 15.0 "
Eggs	ea	4.0 "
Milk	Litre	5.0 "

III. WAGE RATE CONTROL.

1. Par. 5, Supplement No. 1 is amended as follows:

a. This wage schedule has been prepared from the latest available intelligence and is published for the information and guidance of all concerned. Under the circumstances, this schedule cannot fit all areas, but will serve as a rough guide as to representative wages to be paid initially in Horrified.

Common Labor	55 lire per 8 hour day
Heavy Labor	65 " " " " "
Skilled building workers	75 " " " " "
Transport workers	80 " " " " "
Skilled factory workers	80 " " " " "
Unskilled factory workers	50 " " " " "
Supervisory workers	20% more than the workers

b. While the above schedule can only be used as a rough guide, employing Arms and Services will endeavour to ascertain existing local wage rates by checking workers' employment cards. These cards contain the record of the worker's previous employment.

DECLASSIFIED UNCLASSIFIED
GROUP SEC ARMY BY TAG PER 411410

TO SER
Civil Supply

0 3 8 4

~~SECRET~~

B I G O T H U S K Y

All workers are supplied with these cards as part of the Enemy State employment system. They are similar in appearance to U.S. Army Officers' Pay Data Cards (W.D.A.G.O. Form 77).

c. Wage rates in existing services, e.g., railroad personnel, public utility concerns, etc., will be continued unchanged until further notice. In such concerns, even when they are taken over by the Army, the operating personnel will continue to be paid by the existing local organization, if possible, e.g., by municipalities in the case of municipally owned utilities. In the event such practice is impossible, the Fiscal Division, G-4, Section, Force 343, will be notified immediately.

By command of Lieutenant General PATTON:

HOBART R. GAY,
Colonel, G.S.C.,
Chief of Staff

OFFICIAL:

W.G. Caldwell
W.G. CALDWELL,
Lt. Col., A.G.D.,
Adjutant General.

~~SECRET~~

B I G O T H U S K Y

B I G O TMOST SECRET141F/3548/Q.27 Jun 43.Copy No 44.....FORCE 141 ADMINISTRATIVE INSTRUCTION
NO. 20.RATES OF PAY FOR CIVILIAN LABOUR.

1. In amplification of para 3 of 141 Force Administrative Instruction No. 16, at Appx. "A" is a Wage Scale which will be accepted as standard during the initial phase of HUSKI.

2. Although slightly above the average now being paid in SICILY, the rates listed should not seriously disturb the economy of the area. It is emphasised, however, that should labour be paid at rates higher than these, the entire wage and price schedule of the territory is liable to upset with a resulting spiralling inflation.

3. The general principles outlined in HQ Force 141 Administrative Instruction No. 16, Labour, will in general govern the payment of wages during the operation HUSKI.

4. A full days pay will not be paid for less than 8 actual working hours exclusive of meal times except where a full 8 hours work is not possible owing to the shortage of the hours of daylight or any existing curfew.

5. Workers will be engaged at the minimum rates for a probationary period of seven days. On the expiration of the period of probation they may be recommended from the day succeeding such period for a re-assessment of pay.

6. Workers employed directly by the military forces will be paid by the military forces and those forces need not make any deductions for unemployment, sickness, etc. These latter payments will be the responsibility of the individual workers to make as and when they can. However, the military forces may provide medical care and benefits to sick or injured workers.

7. Contractors working for the Armed Forces will be bound by the labour and wage laws of the areas in which they operate and are not exempt because they are engaged on military projects. It will be necessary for them to make customary payroll deductions for unemployment, sickness, etc.

8. Wage rates in existing services e.g. Railroad, public utility, etc. will be continued unchanged until further notice. In such concerns, even when they are taken over by the Army Services, the local personnel should not be taken on the payroll of the Army Service concerned. Wage increases in these services must not be allowed in any circumstances since this will upset all the structure of wages and prices.

No. 16, at appx. "A" is a Wage Scale which will be accepted as standard during the initial phase of HUSKY.

2. Although slightly above the average now being paid in SICILY, the rates listed should not seriously disturb the economy of the area. It is emphasised, however, that should labour be paid at rates higher than these, the entire wage and price schedule of the territory is liable to upset with a resulting spiralling inflation.
3. The general principles outlined in HQ Force 141 Administrative Instruction No. 16, Labour, will in general govern the payment of wages during the operation HUSKY.
4. A full days pay will not be paid for less than 8 actual working hours exclusive of meal times except where a full 8 hours work is not possible owing to the shortage of the hours of daylight or any existing curfew.
5. Workers will be engaged at the minimum rates for a probationary period of seven days. On the expiration of the period of probation they may be recommended from the day succeeding such period for a re-assessment of pay.
6. Workers employed directly by the military forces will be paid by the military forces and those forces need not make any deductions for unemployment, sickness, etc. These latter payments will be the responsibility of the individual workers to make as and when they can. However, the military forces may provide medical care and benefits to sick or injured workers.
7. Contractors working for the Armed Forces will be bound by the labour and wage laws of the areas in which they operate and are not exempt because they are engaged on military projects. It will be necessary for them to make customary payroll deductions for unemployment, sickness, etc.
8. Wage rates in existing services e.g. Railroad, public utility, etc. will be continued unchanged until further notice. In such concerns, even when they are taken over by the Army Services, the local personnel should not be taken on the payroll of the Army Service concerned. Wage increases in these services must not be allowed in any circumstances since this will upset all the structure of wages and prices.

FIELD.

Copy Also On

7998

7828

W. Cooke Bay

Major-General,
i/o Administration,
Force 141.

most Secret

B1607

AM 607

Special Administrative Instructions Civilian Supply No. 3

Army Wage Scale for Civilian Labor

To: S.C.A.D.'s and Civilian Supply Officer.

Supplementing our Special Administrative Instructions No. 2, the following Wage Scale with Explanatory Notes has been approved by J41 Force as standard for the Task Forces during the initial phase of HUSTY and has been distributed to Task and Sub-Task Forces. ^{as per 141 Administrative Instruction No. 20}

It is intended that all workers employed forthwith by the military forces will be paid in accordance with the wages listed ~~in~~ ^{on} the following pages.

5430

BIGOT.

MOST SECRET.

APPENDIX "A" to Adm Instruction
No. 20 dated 17 Jun 43.

RATES OF PAY - - - - - CIVILIAN LABOUR

SUPERVISORY & CLERICAL STAFF.

	<u>Min. per day</u>	<u>Max. per day</u>
Clerks, male	70	110
" female	60	90
Interpreters, (Oral)	70	110
" (Translating)	90	110
Storemen	70	110
Typists, male	70	110
" female	60	90

CLASSIFIED ARTISANS

Armature Winder	75	120
Armourers	75	120
Blacksmiths	70	110
Battery Workers	70	100
Boiler Makers	75	110
Bookbinders	75	100
Bookbinders Assistants	70	90
Carpenters & Wheelers	70	100
Sculptors	70	90
Coppersmiths	75	120
Compositors	70	100
" Assistants	70	90
Drivers Engine Loco & I.C.	75	110
Drivers Engine Steam Stationary	70	100
Drivers Fitters	80	120
Electrical Wiremen	75	120
Electricians	75	120
Farmers	70	100
Fitters	80	120
Grinders, precision	90	120
Gasket Repairers	70	100
High Speed I.C. Erectors and Fitters	80	120
Machinists, Engineering	70	100
Machinists, Tool Room	75	110
Machinists, Woodworking	70	100
Mechanics Instrument Repairer	90	120
Mechanics Sewing Machine	90	90
Mechanics Typewriter	70	100
Mechanics Typewriter Assistant	70	80
Mechanics Wireless	90	120

2423

(Translating)

Storemen
Typists, male
" female

CLASSIFIED ARTISANS

Armature Winder
Armourers
Blacksmiths
Battery Workers
Boiler Makers
Bookbinders
Bookbinders Assistants
Carpenters & Wheelers
Caulkers
Coppersmiths
Compositors
" Assistants
Drivers Engine Loco & I.C.
Drivers Engine Steam Stationary
Drivers Fitters
Electrical Wiremen
Electricians
Farriers
Fitters
Grinders, precision
Gasket Repairers
High Speed I.C. Erectors and Fitters
Machinists, Engineering
Machinists, Tool Room
Machinists, Woodworking
Mechanics Instrument Repairer
Mechanics Sewing Machine
Mechanics Typewriter
Mechanics Typewriter Assistant
Mechanics Wireless
Moulders
Painters, Polishers and Signwriters
Pattern Makers
Platers
Plumber
Riggers
Rivet Heaters
Rivetters
Rivetters Holders-up
Saddlers
Sailmakers
Sawyers
Saw Doctors
Sheet Metal Workers
Tinsmiths

90
70
70
60

75
75
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80
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120
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110
100
100
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90
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90
100
90
100
110
120
100

...../2

LIFE

Min. per day Max. per day

Toolsmiths	70	100
Trimmers	70	100
Turners	80	120
Type Operators	80	120
Vulcanizers	70	100
Welders	80	120
Wiremen O.H.L.	70	100

UNCLASSIFIED ARTISANS

Apprentices to all trades	50	70
Artisans rates	60	80
Balers	70	90
Brickmen	70	90
Bricklayers	75	100
Chairmen	70	90
Concretors	70	90
Coopers	70	100
Drivers, Cranes (Refrigerating plant)	70	100
" " " Wireh.	70	90
" " " Crane	70	90
" " " Electric	70	100
Fitters, Oil Fuel	70	90
Fitters, Carriage	70	90
Fitters, Electrical	70	100
Foremen & Cutters, R.O.C.	70	90
Foundrymen	80	120
Glaziers	70	100
Greasers, Refrigerating plant	70	100
" " " Other	70	90
Hammermen	70	90
Labourers, skilled	60	80
Lithotype operators	80	120
Lithographers	80	120
" " Assistants	70	90
Machine Minders	70	100
Machine Assistants	70	90
Masons	70	110
Permanent Way Inspectors	80	110
Plasterers	70	100
Platelayers	70	90
Printers	80	120
Process Workers	70	100
Shipwrights & Coachbuilders	75	110
Shunters	70	90
Slaters	70	100
Stokers & firemen	70	90

UNCLASSIFIED ARTISANS

Apprentices to all trades	70
Artisans rates	80
Balers	90
Brickmen	90
Bricklayers	100
Chainmen	90
Concretors	90
Coopers	100
Drivers, Grans (Refrigerating plant)	100
" Winch	90
" Crane	90
" Electric	100
Firemen, Oil Fuel	90
Fitters, Carriage	90
Fitters, Electrical	100
Foremen & Cutters, R/OO	90
Foundrymen	120
Glaziers	100
Grassers, Refrigerating plant	100
" Other	90
Hammermen	90
Labourers, skilled	60
Lithotype operators	120
Lithographers	120
" Assistants	90
Machine Winders	100
Machine Assistants	90
Masons	110
Permanent Way Inspectors	110
Plasterers	100
Platelayers	90
Printers	120
Process Workers	100
Shipwrights & Coasbuilders	110
Shunters	90
Slaters	100
Stokers & Firemen	90
Stonehands	110
" Assistants	90
Strikers (Barriers)	90
Tentrenders	90
Textile Refitters	90
Quarrymen - Stonecutters	90
Smelters	100

...../3

785015

- 3 -

W. D. LAINLEYLINEMin. per day Max. per day

Ironing Section			
Driers & Preparers, male & female 14 yrs	-		13.3
" " " 15 yrs	-		16.6
" " " 16 yrs	-		16.6
" " " 17 yrs	-		23.3
" " " male 18 yrs & over 3/6	70		85
" " " female 18 yrs & over 2/6	50		70
Ironers, hand, male & female, 14 yrs	-		13.3
" " " " 15 yrs	-		16.6
" " " " 16 yrs	-		16.6
" " " " 17 yrs	-		23.3
" " " male 18 years & over	70		85
" " " female 18 yrs & over	50		70
" " " machine male / female 14 yrs	-		13.3
" " " " 15 yrs	-		16.6
" " " " 16 yrs	-		16.6
" " " " 17 yrs	-		23.3
" " " male 18 yrs & over	70		85
" " " female 18 yrs & over	50		70
" " " chief male	-		90
" " " female	-		75
Sorters (class II)	-		80
" " " I	-		90
<u>WASH SECTION</u>			2429
Washer, hand female	-		40
" " hydro male	60		80
" " machine male	70		90
<u>RETURN STONE'S DEPT</u>			
Chargehands, female	70		90
Clothing classifiers & repairers, female	70		90
Sock & Woollen Repairers, female	-		60
Tailors, own machine	-		80
Tailors, without machine	-		60
Tailoresses, own machine	-		90
" " without machine	-		43.3
<u>MISCELLANEOUS</u>			
Boilerman	70		90
Blacksmiths	75		100
<u>MISCELLANEOUS EMPLOYEES (1)</u>			
Butcher	60		90

15 yrs	16.6
"	23.5
"	85
70	70
50	13.3
"	16.6
"	16.6
"	23.3
70	85
50	70
"	90
"	75
"	80
"	90

2129

140	90
80	90
90	60
50	50
50	50
50	50
43.3	43.3

70

90	90
100	100

70

60	90
1000 (monthly)	1800 (monthly)
1200 (mon.)	1800 (monthly)
70	100
800 (monthly)	1800 (monthly)
100 (monthly)	800 (monthly)
800 (monthly)	1600 (monthly)

..... 4

15 yrs
" " " 16 yrs
" " " 17 yrs
" male 18 years & over
" female 18 yrs & over
" machine male & female 14 yrs
" " " 15 yrs
" " " 16 yrs
" " " 17 yrs
" male 18 yrs & over
" female 18 yrs & over
" chief male
" " female
" " " I
" " " I

WASH SECTION

Washer, hand female
" hydro male
" machine male

RETURN STORE 3 LEAVY

Chargehands, female
Clothing cleaners & repairers, female
Sock & Woollen Repairers, female
Tailors, own machine
Tailors, without machine
Tailoresses, own machine
" without machine

MISCELLANEOUS

Boilermakers
Mechanics

MISCELLANEOUS (1)

Butcher
Cooks in military hospitals,
Bergmann's & Hans' Messes
Cooks in military families, hospitals,
nursing sisters and officers
messes
Drivers, etc.
Orderlies, medical
Orderlies, other
Orderlies, truck & file messes

DE

Min. per day Max. per day

Waitresses in nursing sisters messes,
military families,
hospitals
Waiters in nursing sisters messes
Waiters in officers messes
Firekeepers

400 (monthly) 200 (monthly)
800 (monthly) 1200 (monthly)
200 (monthly) 1600 (monthly)
60 90

MISCELLANEOUS EMPLOYMENTS (II)

Bakers
Watchmen
Stovedores
Stovedores Head
Supervisors, road
Trackers

70 90
53.3 60
70 70
85 85
70 100
70 100

UNSKILLED LABOUR

Unskilled labourers
Carriers (a)
Carriers (b)
Boys, to and including the age of 17 yrs
Unskilled women

- 50
- 60
- 70
- 30
- 40

- (a) One may be employed for every 40 labourers.
- (b) One may be employed for not less than 100 labourers.

DISTRIBUTIONCopy No.

FORCE 343	1 - 6
TWELFTH ARMS	7 - 12
AFHQ (Log Pls)	13
AFHQ (Q-Maint)	14
AFHQ (DD Labour)	15
AFHQ (Financial Adviser)	16 - 17
CG NATOUSA	18
SOS NATOUSA	19
ICA MIDDLEST	20 - 22
TRIPBASE	23 -
WAR OFFICE (Q Ops)	25 - 26
W.D. WASHINGTON	27 - 28
SOS WASHINGTON	29 - 30
C in C MED	31 - 32
MAC	33
MAAF	34
<u>HQ FORCE 141</u>	
MA for DC in C	35
PA for CGS	36
PA to MGA	37
DCGS	38
C of S (US)	39
G (Ops)	40 - 41
G (SD)	42 - 43
G (I)	44
A	45
AG (US)	46 - 47
Q (Plans)	48
Q (Maint) C 1	49 - 50
Q (Logb)	51
Q (Mov & Tr)	52 - 53
RE	54
(X) Sigs	55
SVY	56
WKS	57
MEDICAL	58 - 59
ST	
ORD	
REME	62
LAJOUR	63
NAVAL STAFF	64 - 67
AIR STAFF	68 - 71
AMCOT	72 - 76
WAR DIARY	77 - 78
FILE	79
FLOAT	80
SPARE	81 - 100

2427

Declassified E.O. 12356 Section 3.3/NND No.

785015

ARMY FORM C.

MESSAGE FORM

Register No. (4)

Call.

Srl. No.

Priority

Transmission Instructions

Above this line for Signals use only.

From
(A)

ORIGINATOR.

Date-Time of Origin.

PORTHUR

262250 B

For Action.

Office Date Stamp 28 June 43 7828

To

AMCOT

(W) For Information (INFO).

Message Instructions

GR

ORIGINATOR's No. Q/0155

MOST SECRET - BIGOT HUSKY (.)

Reference your 141F/7979/CA dated 25 Jun (.) Civilian rates of Pay in HORRIFIED agreed here but remarks of Financial Adviser being obtained prior to issue of Administrative Instruction

To SEE:

GM Supply

FINANCE. SUN ON 7828

2428

This message may be sent AS WRITTEN by any means except

WIRELESS.

If liable to be intercepted or fall into enemy hands this message must be sent IN CIPHER.

(Sgd)

Originators Instructions. Degree of Priority.

ROUTINE

THI OR TOR

Signed.

Signed.

S. R. GARRATT

LT COL

TIME CLEARED.

Declassified E.O. 12356 Section 3.3/NND No.

785015

BIGOT

MOST SECRET
141F/7979/CA
26 June 1943

43

MEMORANDUM FOR: MG.A. Force 141

SUBJECT : Civilian Rates of Pay

42

1. Reference 141F/7979/CA, 25 June 1943, memorandum "Civilian Rates of Pay," the C. C. A. O. wishes to supplement that with the statements contained in the following paragraphs.

2. Wages paid in colonial areas such as Tripolitania are higher than those paid in HORRIFIED.

3. The monetary rates of exchange in HORRIFIED will not be the same as those in effect in Tripolitania.

for C.C.A.O.
J. F. R. SMITZ
Lt. Col., G.S.C.
Director, D.C.S.

AMGOT Rear Headquarters
AFHQ

C. P. H. 26/6/43 X

2425

SECRET

SECRET

141F/7977/CA

25 June 1943

MEMORANDUM FOR: M.G.A. Force 141

SUBJECT: Civilian Rates of Pay

15/7828

1. Reference is made to memorandum of 21 June 1943, File No. 141B/3073/1/A signed by Colonel Ellis containing proposed rates of pay and regulations covering engagement of civilian labor in HORRIFIED.

2. It is suggested that the wage scale be expressed in lire rather than in Allied currency so long as the lire remains the common monetary unit of HORRIFIED. If lire are used, alterations in the rates of exchange between the currencies of the Allied Nations and that of the occupied area can be accomplished with a minimum effect on the wage scales and there should be little following confusion.

3. It is further suggested that the attached Wage Scale (Appendix A) and Explanatory Notes (Appendix B) be accepted as standard during the initial phase of HUSKY. The wages listed are about 20 percent less than those being paid in Tripolitania but they are still somewhat above the average now being paid in HORRIFIED. It is believed that these wages can be paid without seriously disturbing the economy of the area. However, should the military forces pay labor at rates higher than these; the entire wage and price schedule of the territory might be upset with a resulting spiraling inflation. Further reasons for adopting a common wage agreement among the military agencies involved are that it would assist in preserving one standard of Army wages in HORRIFIED, eliminate competition between forces, and expedite the hiring of needed workers.

4. It is recommended that the M.G.A. of Force 141 include the attached Wage Scale and Explanatory Notes in his Administrative Instructions to the Task Forces.

Major General
C.G.A.O.
AUGOT

AUGOT Rear Headquarters,
AFHQ
B.N.A.F.

Encls. - 2

2. It is suggested that the wage scale be expressed in lire rather than in Allied currency so long as the lire remains the common monetary unit of HERRIFIELD. If lire are used, alterations in the rates of exchange between the currencies of the Allied Nations and that of the occupied area can be accomplished with a minimum effect on the wage scales and there should be little following confusion.

3. It is further suggested that the attached Wage Scale (Appendix A) and Explanatory Notes (Appendix B) be accepted as standard during the initial phase of HUSKY. The wages listed are about 20 percent less than those being paid in Tripolitania but they are still somewhat above the average now being paid in HERRIFIELD. It is believed that these wages can be paid without seriously disturbing the economy of the area. However, should the military forces pay labor at rates higher than these; the entire wage and price schedule of the territory might be upset with a resulting spiraling inflation. Further reasons for adopting a common wage agreement among the military agencies involved are that it would assist in preserving one standard of Army wages in HERRIFIELD, eliminate competition between forces, and expedite the hiring of needed workers.

4. It is recommended that the M.G.A. of Force 141 include the attached Wage Scale and Explanatory Notes in his Administrative Instructions to the Task Forces.

Major General
C.C.A.O.
AMGOT

AMGOT Rear Headquarters,
AFHQ
B.N.A.F.

Encls. - 2

42A

APPENDIX B

EXPLANATORY NOTES
ARMY WAGE SCALE
FOR CIVILIAN LABOR

1. The general principles outlined in H. Q. Force 141 Administrative Instruction No. 16, Labour, will in general govern the payment of wages during the operation HUSKY.
2. A full day's pay will not be paid for less than 8 actual working hours exclusive of meal times except where a full 8 hours work is not possible owing to the shortage of the hours of daylight or any existing curfew.
3. Workers will be engaged at the minimum rates for a probationary period of 7 days. On the expiration of the period of probation they may be recommended from the date succeeding such period for a re-assessment of pay.
4. Workers employed directly by the military forces will be paid by the military forces and those Forces need not make any deductions for unemployment, sickness, etc. These latter payments will be the responsibility of the individual workers to make as and when they can. However, the military forces may provide medical care and benefits to sick or injured workers.
5. Contractors working for the armed forces will be bound by the labour and wage laws of the areas in which they operate and are not exempt because they are engaged on military projects. It will be necessary for them to make customary payroll deductions for unemployment, sickness, etc.
6. Wage rates in existing services e.g., railroad, public utility, etc. will be continued unchanged until further notice. In such concerns, even when they are taken over by the Army Services, the local personnel should not be taken on the pay roll of the Army Service concerned. Wage increases in these facilities must not be allowed in any circumstances since this will upset all the structure of wages and prices.

Instruction No. 16, Labour, will in general govern the payment of wages during the operation HUSKY.

2. A full day's pay will not be paid for less than 8 actual working hours exclusive of meal times except where a full 8 hours work is not possible owing to the shortage of the hours of daylight or any existing curfew.
3. Workers will be engaged at the minimum rates for a probationary period of 7 days. On the expiration of the period of probation they may be recommended from the date succeeding such period for a re-assessment of pay.
4. Workers employed directly by the military forces will be paid by the military forces and those forces need not make any deductions for unemployment, sickness, etc. These latter payments will be the responsibility of the individual workers to make as and when they can. However, the military forces may provide medical care and benefits to sick or injured workers.
5. Contractors working for the armed forces will be bound by the labour and wage laws of the areas in which they operate and are not exempt because they are engaged on military projects. It will be necessary for them to make customary payroll deductions for unemployment, sickness, etc.
6. Wage rates in existing services e.g., railroad, public utility, etc. will be continued unchanged until further notice. In such concerns, even when they are taken over by the Army Services, the local personnel should not be taken on the pay roll of the Army Service concerned. Wage increases in these facilities must not be allowed in any circumstances since this will upset all the structure of wages and prices.

APPENDIX A

RATES OF PAY - - - - CIVILIAN LABOR

SUPERVISORY & CLERICAL STAFF

	<u>LIRE</u>	
	<u>Min. per day</u>	<u>Max. per day</u>
Clerks, male	70	110
Clerks, female	60	90
Interpreters, (Oral)	70	110
Interpreters, (Translating)	90	110
Storemen	70	110
Typists, male	70	110
Typists, female	60	90

CLASSIFIED ARTISANS

Armature Winder	75	120
Armourers	75	120
Blacksmiths	70	110
Battery Workers	70	100
Boiler Makers	75	110
Bookbinders	75	100
Bookbinders Assistants	70	90
Carpenters & Wheelers	70	100
Caulkers	70	90
Coppersmiths	75	120
Compositors	70	100
Compositors Assistants	70	90
Drivers Engine Loco & I.C.	75	110
Drivers Engine	70	100
Drivers Fitters	80	120
Electrical Wiremen	75	120
Electricians	75	120
Farriers	70	100
Fitters	80	120
Grinders, precision	90	120
Gasket Repairers	70	100
High Speed I.C. Erectors and Fitters	80	120
Machinists, Engineering	70	100
Machinists, Tool room	75	110
Machinists, Wood working	70	100
Mechanics Instrument Repairer	90	120
Mechanics Sewing Machine	90	90
Mechanics Typewriter	70	100
Mechanics Typewriter Assistant	70	80
Mechanics Wireless	90	120
Moulders	80	120
Painters, Polishers & Signwriters	70	100
Pattern Makers	75	110
Platers	70	100
Plumbers	75	100
Riggers	70	100
	70	90

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9603

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785015

2422

Armature Winder	120
Armourers	120
Blacksmiths	110
Battery Workers	100
Boiler Makers	110
Bookbinders	100
Bookbinders Assistants	90
Carpenters & Wheelers	100
Caulkers	90
Coppersmiths	120
Compositors	100
Compositors Assistants	90
Drivers Engine Loco & I.C.	110
Drivers Engine	100
Drivers Fitters	120
Electrical Wiremen	120
Electricians	120
Farriers	100
Fitters	120
Grinders, precision	120
Gasket Repairs	100
High Speed I.C. Erectors and Fitters	120
Machinists, Engineering	100
Machinists, Tool room	110
Machinists, Wood working	100
Mechanics Instrument Repairer	120
Mechanics Sewing Machine	90
Mechanics Typewriter	100
Mechanics Typewriter Assistant	80
Mechanics Wireless	120
Moulders	120
Painters, Polishers & Signwriters	100
Pattern Makers	110
Platers	100
Plumbers	100
Riggers	90
Rivet Heaters	100
Riveters	90
Riveters Holders-up	100
Saddlers	90
Sailmakers	100
Sawyers	110
Saw Doctors	120
Sheet Metal Workers	100
Tinsmiths	100
Toolsmiths	100
Trimmers	100
Turners	120

WAGE

Min. per day Max. per day

Type Operators
Vulcanisers
Welders
Wormen (O.H.L.)

UNCLASSIFIED ARTISANS

Apprentices to all trades
Artisans mates
Balers
Brakemen
Bricklayers
Chainmen
Concretors
Coopers
Drivers, Crane (Refrigerating plant)
" Winch
" Crane
" Electric
Firemen, Oil Fuel
Fitters, Carriage
Fitters, Electrical
Foremen & Cutters, RAOO
Foundrymen
Glaziers
Greasers, Refrigerating plant
" Other
Hammermen
Laborers, skilled
Linotype operators
Lithographers
" Assistants
Machine minders
Machine assistants
Masons
Permanent Way Inspectors
Plasterers
Platelayers
Printers
Process Workers
Shipwrights & Coachbuilders
Shunters
Slaters
Stokers & Firemen
Stonehands
" assistants
Strikers (Furriers)
Tentmenders
Textile Refitters

20 120
70 100
80 120
70 100

30 70
50 80
70 90
70 90
75 100
70 90
70 90
70 100
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70 100
80 120
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2421

2421

Brakemen
 Bricklayers
 Chainmen
 Concretors
 Coopers
 Drivers, Crans (Refrigerating plant)
 " Winch
 " Crans
 " Electric
 Firemen, Oil Fuel
 Fitters, Carriage
 Fitters, Electrical
 Foremen & Cutters, RACC
 Foundrymen
 Glaziers
 Greasers, Refrigerating plant
 " Other
 Hammermen
 Laborers, skilled
 Linotype operators
 Lithographers
 " Assistants
 Machine minders
 Machine assistants
 Masons
 Permanent Way Inspectors
 Plasterers
 Platelayers
 Printers
 Process Workers
 Shipwrights & Coachbuilders
 Shunters
 Slaters
 Stokers & Firemen
 Stonehands
 " assistants
 Strikers (Furriers)
 Tentmakers
 Textile Refitters
 Quarrymen - stonecutters
 Snelterers

W. D. LAUNDRY

Ironing Section					
Driers & preparers, male & female 14 years					13.3
" " " " " 15 "					16.6
" " " " " 16 "					16.6
" " " " " 17 "					23.3
" " " " " 18 yrs. and over 3/6					85
" " " " " female 18 yrs. and over 2/6					70

- - - - 70 50

785015

- 3 -

LIFEMin. per day Max. per day

Ironers, hand, male & female, 14 yrs	-	13.3
15 yrs	-	16.6
16 yrs	-	16.6
17 yrs	-	23.3
Ironers, hand, male 18 yrs and over	70	85
Ironers, hand, female 18 yrs and over	50	70
Ironers, machine, male & female 14 yrs	-	13.3
15 yrs	-	16.6
16 yrs	-	16.6
17 yrs	-	23.3
Ironers, machine, male, 18 yrs & over	70	85
Ironers, machine, female, 18 yrs & over	50	70
Ironers, chief, male	-	90
Ironers, chief, female	-	75
Sorters (Class II)	-	80
Sorters (Class I)	-	90

WASH SECTION

Washer, hand, female	-	40
" hydro, male	60	80
" machine, male	70	90

RETURN STORES DEPOT

Charge hands, female	70	90
Clothing classifiers and repairers, female	70	90
Sock & Woolen repairers, female	-	60
Tailors, own machine	-	80
" without machine	-	60
Tailoresses, own machine	-	60
" without machine	-	43.3

2420

MISCELLANEOUS

Boilermen	70	90
Mechanics	75	100

MISCELLANEOUS EMPLOYMENTS (1)

Butchers	60	90
Cooks in military hospitals, Spts & Men's messes	1200(monthly)	1800(monthly)

785015

16 yrs	-	16.6
16 yrs	-	23.3
17 yrs	70	85
Ironers, machine, male, 18 yrs & over	50	70
Ironers, machine, female, 18 yrs & over	-	90
Ironers, chief, male	-	75
Ironers, chief, female	-	80
Sorters (Class II)	-	90
Sorters (Class I)	-	
WASH SECTION		
Washer, hand, female	-	40
" hydro, male	60	80
" machine, male	70	90
RETURN STORES DEPOT		
Charge hands, female	70	90
Clothing classifiers and repairers, female	70	90
Sock & Woolen repairers, female	-	60
Tailors, own machine	-	80
" without machine	-	60
Tailoresses, own machine	-	60
" without machine	-	43.3
2420		
MISCELLANEOUS		
Boilermen	70	90
Mechanics	75	100
MISCELLANEOUS EMPLOYMENTS (1)		
Butchers	60	90
Cooks in military hospitals,	1200 (monthly)	1800 (monthly)
Sgts & Men's messes	1200 (monthly)	1800 (monthly)
Cooks in military families, hospitals,	70	100
Nursing Sisters & Officers Messes	800 (monthly)	1600 (monthly)
Drivers M	400 (monthly)	800 (monthly)
Orderlies, medical	400 (monthly)	800 (monthly)
Orderlies, other	800 (monthly)	1600 (monthly)
Orderlies, Rank & file messes	400 (monthly)	800 (monthly)
Waitresses in Nursing Sisters Messes,	800 (monthly)	1600 (monthly)
Military families, hospitals	800 (monthly)	1600 (monthly)
Waiters in Nursing Sisters Messes	800 (monthly)	1600 (monthly)
Waiters in Officers messes	50 daily	90 daily
Tirekeepers		

0 4 0 8

Declassified E.O. 12356 Section 3.3/NND No. 785015

- 4 -

LIFE

Min. per day Max. per day

MISCELLANEOUS EMPLOYMENTS (11)

Bakers	70	90
Watchmen	53.3	60
Stevedores	70	70
Head	85	85
Supervisors, road	70	100
Trackers	70	100

UNSKILLED LABOR

Unskilled laborers	50
Gangers (a)	60
Chief Ganger (b)	70
Boys, up to and including the age of 17 yrs.	30
Unskilled women	40

(a) One may be employed for every 40 laborers
(b) One may be employed for not less than 100 laborers

2419

Declassified E.O. 12356 Section 3.3/NND No.

785015

BIGOT-HUNNY

41
MOST SECRET
1141F/7979/CA

37
Group Captain Benson,
Senior Civil Affairs Officer,
12th Army

Copy of signal No. Q/0140 dated 23 Jun 43, from Fortune
to Twelfth Army and Force 343 is forwarded herewith for your in-
formation.

A. H. Hapgood

AMGOT Rear
A. F. H. Q.
26.6.43

Colonel
C.F.O.

P/A
2448

Declassified E.O. 12356 Section 3.3/NND No.

785015

ANGOT

MOST SECRET

TOP SECRET/CA

40

SUBJECT: Civil Administration

Colonel W.G. Roe,
H.Q. Force M.L.,
Field

38

As requested in your 141W/3921/Q of 23 June 1943,
three copies of our Operation Instruction No. 9, Serials Nos.
97, 98 and 99 are enclosed herewith for distribution as stated
in your above-mentioned letter.

Please sign and return attached as acknowledgement of
receipt.

agb.

HQ ANGOT
24 June 1943
/ET

Colonel,
C.F.O.,
for Major General,
C.O.A.O.,
ANGOT

9/7 25/4
2:17

Colonel Gaffley-Smith (in reply to
telephone call)

File in
"Claims etc"

39

Billetting.

AGWAR and Troopers had not been informed,

but Colonel Roe agrees to ask A.F.H.Q.

to tell them.

David H. T. 2416

23 JUN 43.

P/A 24/6

785015

BIGOT

HOST SECRET

141F/3921/9

23 Jun 43

SUBJECT:- Civil Administration - Policy.

TO:- AMGOT.

RECEIVED

24 Jun 43

7979

Please send two copies of your Operation Instruction No. 2 of 1 Jun 43 AMGOT Plan to Director of Hirings AMF, and one to the Financial Adviser.

In view of Force 141 Signal No. Q/CMAD dated 23 Jun and to comply with Troopers Signal 79111 PS of 12 May 43 SPEED to DUNLOP we suggest para 53(b) of above Instruction be amended to read:-

"RENTS

In general no rent or other compensation will be paid in respect of the occupation of private immovable property, whether taken over entirely, or as billets. However, the Hirings Officer may make an ex gratia payment where the owner applies for this and proves that he is present in the locality, and that he has suffered financial hardship as the result of being dispossessed of the land or premises."

Action
40

W G Lee Col
for

Major-General.
Major-General i/c Administration.
Force 141.

HQ FORCE 141
FIELD

Copy to:- Hirings and Claims., AMF.
Financial Adviser., AMF.

TO SEE

FINANCE

2415

0613

Declassified E.O. 12356 Section 3.3/NND No. 785015

ARMY FORM C.

MESSAGE FORM

Register No.

Call.	Srl. No.	Priority	Transmission Instructions
Above this line for Signals use only.			
From (A)	ORIGINATOR. PURPINK	Date-Time of Origin. 23 1245 B	Office Date Stamp. 23 June 43 25 1979 FORTE 141
For Action. TWELFTH ARMY PURCH 343			
To	(W) For Information (INFO). AFHQ		Message Instructions GR

ORIGINATOR's No. Q/0140 RIGOT HUSKY - MOST SECRET

Decision has been made that billets in occupied enemy territory will NOT be paid for (.). Therefore no billeting rates will be laid down (.). In case of HONORIFIED exception is made to permit ex gratia payments in circumstances where occupants may be turned out and thereby suffer hardship (.). For purposes of assessing method and rate of payment occupation of premises in these circumstances will be regarded as hirings.

DISTRIBUTION
144P/3921/0.

Cipher (4)
A (incl one for HPIC)
Hirings and Claims AFHQ
Financial Adviser AFHQ
File
Plant

ASSOC / To SEC
FINANCE *Gill*

This message may be sent AS WRITTEN by any means except	If liable to be intercepted or fall into enemy hands this message must be sent IN CIPHER.	Originators Instructions. Degree of Priority. <i>Routine.</i>	THI on TOR
			TIME CLEARED.
Signed.	Signed.		

Declassified E.O. 12356 Section 3.3/NND No.

785015

BIGOT MOST SECRET

DRAFT SIGNAL (For Agreement with ANGOT & 37
HIRINGS).

TASK FORCE 3

DECISION HAS BEEN MADE THAT BILLETS IN OCCUPIED ENEMY
TERRITORY WILL NOT BE PAID FOR, THEREFORE NO BILLETING RATES
WILL BE LAID DOWN . IN CASE OF HORRIFIED, EXCEPTION IS MADE
TO PERMIT EX GRATIA PAYMENTS IN CIRCUMSTANCES WHERE
OCCUPANTS MAY BE TURNED OUT AND THEREBY SUFFER HARDSHIP .
FOR PURPOSES OF ASSESSING METHOD AND RATE OF PAYMENT OCCUPAT-
ION OF PREMISES IN THESE CIRCUMSTANCES WILL BE REGARDED AS
HIRINGS .

C.C.A.O. has seen.
m.t.

To SEE

C30

FINANCE

CFO

ANGOT 2413

april

12 JUN

m.t.

L file .
copy to ANGOT.

COPY

HIGOT

MOFT SECRET

MEMO

To: Brig "Q",
A.F.H.Q.

Ref. Payment for Billets in Horrified.

1. It is essential that the policy for both payments for billets in Horrified be uniform for both Task Forces.
At present the situation is:-
 - (a) It does not appear to be contrary to Statutory Law for U.S. to pay for billets but that it is their practice and policy to do so under all circumstances.
 - (b) W.O. British do not pay for billets in occupied enemy territory but have agreed in this particular case to make ex gratia payments for billets when the occupants may be turned out and thereby suffer hardships.
2. The immediate problem is to either get U.S. to agree to (b) or W.O. to agree to (a).
3. It is considered that the only way to do this is for AMHQ to convene a meeting between the responsible officers (US and Brit.) concerned with a rep of AMGOT - i.e. Col. Grafty-Smith, to decide this matter or, if necessary, draft the necessary cable to Washington or W.O. for decision.

15.6.43.

Sgd: G.M. Miller, M.G.A.

2411

COPY

PICOT

SUBJECT:- Local Purchase.

To:- D.D.S.T.,
Force 545.

SECRET

HEADQUARTERS

141P/5737/ST
24 Apr 43

FORCE 141

Ref GP(1) dated 19 Apr 43.

1. (a) From the point of view of suitable supplies the local resources of the island are limited. They may be summarised as follows:-

Cereals (including Locus)
Citrus Fruits
Vegetables
Linseed
Sheep
Goats

2. According to the latest available information, the production of the main agricultural items was in 1940:-

	Tons	Percentage of Italian Total
(i) Wheat	285,500	12
(ii) Rye	1,100	7
(iii) Barley	55,700	25
(iv) Oats	28,900	5
(v) Maize	4,500	
(vi) Potatoes	50,500	2
(vii) Beans	153,900	29
		(Horse Beans Dried Beans Caroubs)
(viii) Chick Peas	4,500	12
(ix) Olives	57,300	7
(x) Citrus Fruit	543,300	73
(xi) Tomatoes	166,200	15
(xii) Linseed	2,000	13
(xiii) Vegetables		(in normal times an export surplus exists)
(xiv) Wine		

It should be noted that local production is more than sufficient to provide the major foodstuffs for the population, from which it may be assumed that certain of the commodities enumerated above will be available for local purchase.

3. The policy to be followed is that every effort must be made to obtain supplies by local purchase and NOT requisition.

4. It is agreed that each CRASC Corps and Army Tps should use one of his officers for local purchase duties, and that as far as Corps and Tps are concerned, the duty of the Major on

Sheep
Goats

2. According to the latest available information, the production of the main agricultural items was in 1940:-

	Tons	Percentage of Italian Total
(i) Wheat	285,500	12
(ii) Rye	1,100	7
(iii) Barley	55,700	25
(iv) Oats	28,900	5
(v) Maize	4,500	2
(vi) Potatoes	50,500	69
(vii) Beans	153,900	
		(Horse Beans
		(Dried Beans
		(Caroubs
(viii) Chick Peas	4,500	12
(ix) Clives	57,300	7
(x) Citrus Fruit	543,300	73
(xi) Tomatoes	166,200	15
(xii) Linseed	2,000	13
(xiii) Vegetables		(in normal times an export surplus exists)
(xiv) Wine		

It should be noted that local production is more than sufficient to provide the major foodstuffs for the population, from which it may be assumed that certain of the commodities enumerated above will be available for local purchase.

3. The policy to be followed is that every effort must be made to obtain supplies by local purchase and NOT requisition.

4. It is agreed that each CRASC Corps and Army Tps should use one of his officers for local purchase duties, and that as far as Corps and Army are concerned co-ordination should be the duty of the Major on the establishment of ST of Army HQ.

In addition it is intended that there should be a DADS (Local Resources) on the ST Directorate of Force HQ. This officer will co-ordinate all local purchase and requisition in collaboration with any central supply board which may at a later date be set up.

5. In view of this and the limited local purchase resources of the country it is not considered that the addition of an officer etc., to each Base Sub Area purely for local purchase duties is necessary.

H.Q. Forcel 41

To Sec
Civil Supply Board
(SGD) W.P. Pessell,
Colonel,
D.D.S.T.

Declassified E.O. 12356 Section 3.3/NND No. 785015

SECRET

34
MOST SECRET

141F/7979/GA

20 Jun 43

MEMORANDUM FOR: M.G.A. Force 141.

SUBJECT: Wage Scale and Price Schedule.

REFERENCE: 141F/3924/Q 28 May 43

Attached are twenty-five (25) copies of the Wage Scale and Price Schedule prepared by AMGOT for the guidance of the Task Forces, together with a covering letter to S.C.A.O., 12th Army. A similar letter is being sent to S.C.A.O., Force 343.

FRANK J. MOSHERBY
Brig. General, USA
D.C.C.A.O.

Attachments:

Army Wage Scale and Price Schedule (25 copies)

p/b
2/6
2403

Declassified E.O. 12356 Section 3.3/NND No.

785015

file
MOST SECRET

33

AMGOT

141F/7835/CA

20 June 1943

SUBJECT: Task Force Wage Scale and
Price Schedule.

TO : Group Captain Benson,
Senior Civil Affairs Officer,
12th Army.

1. The attached Wage Scale and Price Schedule should be transmitted to 12th Army as soon as possible, with the request that the information be furnished the various commanders to be involved in purchasing or hiring. Please emphasize that this is to be used only as a guide.
2. Additional copies are being forwarded under separate cover in order that you may make distribution.

Frank J. McSherry,
Brigadier General U.S.A.
D.C.C.A.O.

AMGOT
141 Force
In the Field

FJM/DJH

50 copies enclosed

2408

Declassified E.O. 12356 Section 3.3/NND No.

785015

MOST SECRET

32

BIGOT

141F/7835/CA

20 June 1943

SUBJECT: Task Force Wage Scale and
Price Schedule.

TO : Lt. Col. Charles Poletti,
Senior Civil Affairs Officer,
H. Q. Force 343.

1. The attached Wage Scale and Price Schedule should be transmitted to Force 343 as soon as possible, with the request that the information be furnished the various commanders to be involved in purchasing or hiring. Please emphasize that this is to be used only as a guide.
2. Additional copies are being forwarded under separate cover in order that you may make distribution.

Frank J. McSherry,
Brigadier General U.S.A.
D.C.C.A.O.

50 copies enclosed

AMGOT
141 Force
In the Field

FJM/DJH

*Similar letter sent to Gen Capt. [unclear] 12 June 1943
with 50 copies.*

*1 copy to
20 June 43*

2407

32A
 MOST SECRET
 BIGOT

ARMY
 SPECIAL ADMINISTRATIVE INSTRUCTIONS CIVILIAN SUPPLY NO. 2

ARMY WAGE SCALE AND PRICE SCHEDULE

TO: S.O.A.O.s and Civilian Supply Officers.

- A -

Wage Scale for Labor Employed by Military Forces

1. The following wage schedule has been prepared from the best available intelligence and you are requested to submit it to the Task and Sub-Task Forces for their information. They should be warned, however, that this schedule cannot fit all areas and should serve only as a rough guide although it is believed that the wages listed are representative of those which the military forces will find it necessary to pay initially in HONOLULU.

Common Labor	55	live per 8 hour day
Heavy labor	65	" " " "
Skilled building workers	75	" " " "
Transport workers	80	" " " "
Skilled factory workers	80	" " " "
Unskilled factory workers	50	" " " "
Supervisory workers	20%	more than the workers

2. Although the above scale can be used as a rough guide, it is suggested that the Task Forces consult the S.O.A.O.s before fixing the wages paid workers employed by the Army. Civilian Supply Officers in each province should consult the local labor exchanges (unlike all colonies) for the local prevailing wage rates. The exchange will have records disclosing this information and it can be checked against the work cards carried by each worker. The work cards are somewhat similar to the U.S. Army Officer Pay Data Card (War Department, A.G.O. Form 77) and contains a record of the worker's previous employment, wages received, payroll deductions, etc. From the information secured from the labor exchanges and the work cards, checked against the wage schedule shown above, Civilian Supply Officers should be able to arrive at a wage figure which should be satisfactory to the Army, the workers, and ALLIED.

1. The following wage schedule has been prepared from the best available intelligence and you are requested to submit it to the Task and Sub-Task Forces for their information. They should be warned, however, that this schedule cannot fit all areas and should serve only as a rough guide although it is believed that the wages listed are representative of those which the military forces will find it necessary to pay initially in HONGKONG.

Common labor	35	lire per 8 hour day
Heavy labor	65	" " " " "
Skilled building workers	75	" " " " "
Transport workers	80	" " " " "
Skilled factory workers	80	" " " " "
Unskilled factory workers	50	" " " " "
Supervisory workers	20%	more than the workers

2. Although the above scale can be used as a rough guide, it is suggested that the Task Forces consult the S.C.A.O. before fixing the wages paid workers employed by the Army. Civilian Supply Officers in each province should consult the local labor exchanges (offices at collocation) for the local prevailing wage rates. The exchange will have records disclosing this information and it can be checked against the work cards carried by each worker. The work cards are somewhat similar to the U.S. Army Officer Pay Data Card (War Department, A.S.O. Form 77) and contains a record of the worker's previous employment, wages received, payroll deductions, etc. From the information secured from the labor exchanges and the work cards, checked against the wage schedule shown above, Civilian Supply Officers should be able to arrive at a wage figure which should be satisfactory to the Army, the workers, and ARMO.

3. The Task Forces should be notified that it will be necessary for them to make provision for payroll deductions and insurance payments the same as other employers of labor.

Dist'n of this document -
 MA (R) Zone 141 25 copies
 Lt. Col. Patton 343 50
 Lt. Col. Henry 6 copies
 G. P. 13 Benson 12 Aug 50
 Lt. Col. G. P. Smith
 (for GAO records)

2446

12 Aug 50

MOST SECRET

- 2 -

-B-

Price Schedule for Purchases by the Military Forces

4. The Task Forces should be informed that AMGOT suggests that whatever goods they purchase in HORRIPIED should be at prices not exceeding the maximum official prices which are fixed for each province. Prices are not uniform throughout HORRIPIED but the following list of official prices is representative of several of those in effect at this date. Civil Affairs Officers will be able to supply local price information after an inspection of records at the provincial price control offices.

A Representative Official Price Schedule

<u>Commodity</u>	<u>Unit</u>	<u>Price</u>
Bread	kg	3.0 lire
Pasta	kg	4.0 "
Meat	kg	16 to 20.0 "
Olive Oil	kg	25.0 "
Sugar	kg	10.0 "
Cheese	kg	25 to 30.0 "
Potatoes	kg	1.6 "
Flour (whole wheat)	kg	5.0 "
Rice	kg	3.5 "
Chicken	kg	18 to 20.0 "
Vegetables	kg	2 to 3.0 "
Ham	kg	20 to 25.0 "
Rabbits	kg	12 to 15.0 "
Eggs	each	4.0 "

not exceeding the maximum official prices which are fixed for each province. Prices are not uniform throughout HONORIFIED but the following list of official prices is representative of several of those in effect at this date. Civil Affairs Officers will be able to supply local price information after an inspection of records at the provincial price control offices.

A Representative Official Price Schedule

<u>Commodity</u>	<u>Unit</u>	<u>Price</u>
Bread	kg	3.0 lire
Pasta	kg	4.0 "
Meat	kg	16 to 20.0 "
Olive Oil	kg	25.0 "
Sugar	kg	10.0 "
Cheese	kg	25 to 30.0 "
Potatoes	kg	1.6 "
Flour (whole wheat)	kg	5.0 "
Rice	kg	3.5 "
Chicken	kg	18 to 20.0 "
Vegetables	kg	2 to 3.0 "
Ham	kg	20 to 25.0 "
Rabbits	kg	12 to 15.0 "
Eggs	each	4.0 "
Milk	litre	5.0 "

0 6 2 4
SECRET
BIGOT

Most Secret

343F/CA

17 June 1943

19 Jun 43
7979

31

Subject: Intelligence Reports.

To: Chief Staff Officer, AMGOT, Force 141.

1. Please forward to me my file of C.S.D.I.C. and other intelligence reports, left behind as the result of some mistaken instructions, together with and additions as have been made since. Any further additions should also be sent here.

-25

2. Under the memo of 25 May 1943, purchases, Rents, Requisitions and Claims, it is provided that Civil Affairs, 141, will furnish to Headquarters 343, lists of official and "black market" prices of various commodities in HORRIFIED. Civil Affairs Section of 343 has already been asked for purchase prices and also data on prevailing wages. I would appreciate your supplying same.

ACTION TAKEN

32

Charles Poletti

CHARLES POLETTI,
Lt Colonel, AUS,
Senior Civil Affairs Officer.

*Copy - Graham
Can you find material
mentioned in para 1. for
disposal with. C.S.O.*

TO SEE

PAO'S

C.S.O.

DESPATCHED 7886/3 24/5/43

21 June 43.

SECRET-BIGOT

*This dispatch to Civil Supply for holding of material
X 25/6*

File
 Substitute A.P. F.730.
30
REQUISITION ON CIVIL AUTHORITIES
 As an Officer of the British Army, I, acting under powers conferred upon me, hereby
 direct the local authorities of
 to supply for the requirements
 of the troops, the following :-

to be ready at
 on the day of
 precisely at
 o'clock under the direction of an official appointed by the
 local civil authorities for this duty, who will make delivery to the troops in
 accordance with instructions which will be addressed to him by me.
 The question of payment will be taken up on production of the requisition receipt
 notes, which must be transmitted to the officer in command of the nearest British
 Garrison.

In case of any disobedience on the part of the inhabitants in complying with the
 demands, the local civil authorities will address the undersigned without loss of time
 in order that military force may be applied if necessary.

Place

Date

Signature of officer

Substitute A.P. F.730.
REQUISITION ON CIVIL AUTHORITIES
 As an Officer of the British Army, I, acting under powers conferred upon me, hereby
 direct the Local Authorities of
 to supply for the requirements
 of the troops, the following :-

to be ready at
 on the day of
 precisely at
 o'clock under the direction of an official appointed by the
 local civil authorities for this duty, who will make delivery to the troops in
 accordance with instructions which will be addressed to him by me.

0 6 2 8

785015

Local civil authorities for this duty, who will make delivery of the requisition receipt in accordance with instructions which will be addressed to him by me.

The question of payment will be taken up on production of the requisition receipt notes, which must be transmitted to the officer in command of the nearest British Garrison.

Place

Date

Signature of officer

Substitute A.P. F.730.

REQUISITION ON CIVIL AUTHORITIES

As an Officer of the British Army, I, acting under powers conferred upon me, hereby to supply for the requirements

direct the Local Authorities of of the troops, the following :-

on the day of to be ready at precisely at o'clock under the direction of an official appointed by the Local civil authority for this duty, who will make delivery to the troops in accordance with instructions which will be addressed to him by me.

The question of payment will be taken up on production of the requisition receipt notes, which must be transmitted to the officer in command of the nearest British Garrison.

In case of any disobedience on the part of the inhabitants in complying with the demands, the local civil authorities will address the undersigned without loss of time in order that military force may be applied if necessary.

Place

Date

Signature of officer

9/11/10

File 24

Not negotiable

Substitute Army Form F.781.

(No payment to be made on this form)

ACKNOWLEDGEMENT FOR REQUISITION RECEIPT NOTES FOR GOODS
AND SERVICES REQUISITIONED.

Received from (full title, name, etc.)
Address
.....
Requisition Receipt Note No. Dated
Date Signature
Commanding Troops at

Not negotiable

Substitute Army Form F.781.

(No payment to be made on this form)

ACKNOWLEDGEMENT FOR REQUISITION RECEIPT NOTES FOR GOODS
AND SERVICES REQUISITIONED.

Received from (full title, name, etc.)
Address
.....
Requisition Receipt Note No. Dated
Date Signature
Commanding Troops at

Not negotiable

Substitute Army Form F.781.

(No payment to be made on this form)

ACKNOWLEDGEMENT FOR REQUISITION RECEIPT NOTES FOR GOODS
AND SERVICES REQUISITIONED.

Received from (full title, name, etc.)
.....

2443

785015

Not negotiable Substitute Army Form F.781.

(No payment to be made on this form)

ACKNOWLEDGMENT FOR REQUISITION RECEIPT NOTES FOR GOODS
AND SERVICES REQUESTED.

Received from (full title, name, etc.)
Address
.....
Requisition Receipt Note No. Dated
Date Signature
Commanding Troops at

Not negotiable Substitute Army Form F.781.

(No payment to be made on this form.)

ACKNOWLEDGMENT FOR REQUISITION RECEIPT NOTES FOR GOODS
AND SERVICES REQUESTED.

Received from (full title, name, etc.)
Address
.....
Requisition Receipt Note No. Dated
Date Signature
Commanding Troops at

Off. for General Information

Chief Administration Officer

A FHR

File No.

13/1/64

Attached is a minute recording agreement reached between various branches, British & U.S., on Billing, Local Purchase, Reproduction and Claims in Hospital, reached as a result of a number of conferences between AFHQ branch and 141 Branch at which Q, G4, Hiving, Claims etc. as well as Civil Affairs (Anglo-) were represented. The minute is signed by G4 (US) 141; & Reunit (Br) 141; Hiving (Br.) AFHQ; JAGD (U.S.); Claims (U.S.) AFHQ; CCAG 141. G4 343; So far as you are concerned I am in agreement with the conclusions subject to that I have to say below about payment for tickets on the British side.

2. In the course of his recent visit to AFHQ (Local Purchase) discussed these

in various branches, British & U.S.,
 on Bickering, Local Purchase, Repositioning and
 Claims in Hospital, reached as a result of
 a number of conferences between AFHQ branches
 and 141 Branches at which Q, G4, Hiving,
 Claims etc. as well as Civil Affairs (Anglo-
 American) were represented. The minutes as signed by
 G4 (US) 141; Q Maint (Br) 141; Hiving
 (Br.) AFHQ; JAGD (U.S.); Claims (U.S.) AFHQ;
 G4 343; ^{CCAO 141.} So far as Law concerned, I
 am in agreement with the conclusions
 subject to that I have to pay below about
 payment for tickets on the British side.

2. In the course of his recent visit to HQ ²⁴⁰²
 CCAO (Local Personnel) discussed these
 questions with DJS (F) and F.S. The
 general line recorded in the attached minute
 has been agreed in HQ so far as the
 British side is concerned and I attach
 copies of the minutes on the subject of the
 CCAO brought out with me in original.

3. The confabulating point is on the subject of billeting. W.D. felt that payment should not be made, ex gratia, to owners of property (dispossessed) who had to find accommodation elsewhere where means of livelihood had been destroyed, dispossession. He would not pay for the billeting of military personnel or inhabitant who remained in their premises. The American view however is that all billeted should be paid for and they are bound of their own statutory obligation ^{to do so}. This is essential in this ^{matter} to law and family; you will appreciate the political consequences if the Americans pay when we do not. Moreover I understand that the direction which C.A.A. will in due course receive will enjoin ~~that~~ the military administration is to be benevolent. I doubt however believe that it is going to be practical to pay for billeting during the

not pay for the billeting of military personnel
or inhabitant who remained in their
premises. The American view however is
that all billets should be paid for and they are
bound of their own statutory regulation ^{to do so}. This
essential in this ^{matter} to law uniformity; you will
appreciate the political consequences if the
Americans pay when we do not. Moreover
I understand that the directive which C.A.A.
will in due course receive will enjoin ~~that~~ the
military administration is to be benevolent.
I doubt however believe that it is going to be
practical to pay for billets during the
operational phase in any event. If however the
Americans will insist on a policy that
payment for billets shall not commence
when the operational phase has terminated
-- a moment which can be fixed ^{by 141 F} in force order,
I recommend that W.O. be asked to adopt the
American practice and pay for all billets.

This will involve a telegram to London
referring to POTS (F)'s minute and
some cables which FA (Br.) (Raj. Dumb) has
already exchanged with F at W.D.
I presume you will send out a telegram if
you agree.

4. As soon as this point has been settled the
Conclusions should be communicated as
an instruction to 343 and 545.
Will you do this, or do you want me to do
so. Since 545 are being administered by
Middle East, I presume you should do
so.

for appt.

4. As soon as this point has been settled the
Conclusions should be examined as
an intra to 343 and 545.
With you at this, or do you want me to do
so. Since 545 are being administered
Middle East, I presume you should do
so.

2401

0637

Declassified E.O. 12356 Section 3.3/NND No. 785015

0
372112
In G.A.

I
If you will in the
mean time agree this
draft, I will get copies
of the minutes for my
Chief office tomorrow.

Yours etc.
II

26/5/43

To AGO

By me

26/5

26/50

Chas. H. Hays

0638

Declassified E.O. 12356 Section 3.3/NND No. 785015

III

Attached are
3 copies of envelope
to letter. Can I have
one copy of whole
set back, please

J. 28/-

785015

Subject: Regulations, Claims 542.MEMO - MEMO.

12/17/30214.

28 May 43.

C.A.A.;
A.F.A.O.

20

1. Attached is a minute and recording agreement between various branches, British and U.S., on Billeting, Local Purchase, Requisitioning and Claims in REQUISITIONED, removed as a result of a number of conferences between A.F.A.O. branches and U.S. branches at which C, C-4, Firings, Claims etc. as well as Civil Affairs (AMVET) were represented. The minute is signed by C-4(U.S.) 141, (AMVET) (Mr) 141, Firings (Mr) A.F.A.O., JAMA(U.S.), Claims (U.S.) A.F.A.O., C-4 343, C.C.A.O. 141. So far as I am concerned I am in agreement with the conclusions subject to what I have to say below about payment for billets on the British side.

2. In the course of his recent visit to W.O., C.C.A.O. (Mr) 141 (AMVET) discussed these questions with F.U.S. (Mr) and P.S. The general lines recorded in the attached minute had been agreed in W.O. so far as the British side is concerned and I attached copies of the minutes on the subject which C.C.A.O. brought out with him in original.

3. The only outstanding point is on the subject of Billeting. W.O. felt that payment should only be made, ex gratia, to dispossessed owners of property who had to find accommodation elsewhere or whose means of livelihood had been destroyed by dispossession. We would not pay for the billeting of military personnel on inhabitants who remained in their premises. The American view however is that all billets should be paid for and they are bound by their own statutory regulations to do so. It is essential in this matter to have uniformity; you will appreciate the political consequences if the Americans pay where we do not. Moreover, I understand that the directive which C.C.A.O. will in due course receive will enjoin the military administration to be benevolent. I do not however believe that it is going to be practical to pay for billets during the operational phase in any event. If, however, the Americans will meet us by agreeing that payment for billets shall only continue when the operational phase has terminated - a point which can be fixed by U.S. 141, I recommend that W.O. be asked to adopt the American practice and pay for all billets. This will involve a telegram to LONDON referring to F.U.S. 141's minute and some cables which F.A.A. (Mr) 141 (AMVET) has already exchanged with P at W.O. I presume you will send such a telegram if you agree.

4. As soon as this point has been settled the conclusions should be communicated as an instruction to 343 and 345. Will you do this, or do you want me to do so. Since 545 are being administered by LINDSEY EAST, I presume you should do so.

21.

H.G.A.
W.O. FROM 141.

FISCAL AND REQUISITIONING POLICY - FORCE 343.

pa
B 26

It is contemplated that acquisition of supplies be accomplished by purchase and or requisition.

Organisations in the field will be provided with cash, and necessary purchases will be made through designated, combination purchasing and contracting, and Class B Agent Officers.

Requisitions will only be used when normal purchasing procedure fails to produce required items. Payment for requisitioned items will be made through Fiscal Officer, Force 343.

Purchasing officers will be provided with price lists of various commodities and will not be permitted to exceed such prices except in emergencies. Price lists will be augmented and revised as rapidly as additional information becomes available. To this end, close liaison will be maintained between Force 343 and 545 through 141 if practicable. Otherwise direct liaison between 343 and 545 will be maintained.

In general, all private property purchased or requisitioned will be paid for promptly. However, where large stocks and payments, or continuing large payments are involved, such individual cases will be submitted to joint commission for recommendation.

All privately owned billets will be paid for.

Ernest D. Jackson
MAJ. OMC
Asst. G-4
343

06411

Declassified E.O. 12356 Section 3.3/NND No.

785015

16 May 1943

Green - Lord Pennell cleared the
attached with Gen Miller at
141 & was forwarding copy to
AT HQ with a covering letter
asking for approval.

The attached was also
approved by Gen Richmond,
Judge Advocate General,
AT HQ.

Jim Stein

May 25, 1943.

REMARKS: re Fur, Cash, Bonds, Requisitions, and Claims.

Conferences were held on May 24th and 25th with Major General Lord Russell, Lt. Colonel Drafty-Smith, Lt. Colonel Bernstein, of Civil Affairs Force 141 and Colonel Jones and Major Jackson, Force 343, relative to the policy to be followed in requisitioning, billeting, purchasing, and handling of claims. The following matters were agreed to:

(1) Billeting. The American view was to make payment for billeting in private property whether or not the owner of the property continued to live thereon. Major General Lord Russell agreed with this view and will raise the matter again with British War Office with the view of bringing about uniform treatment of this matter.

(2) Purchasing. So far as possible during the present and operational stages private goods and services supplied by the Allied Forces shall be purchased against cash payments instead of being requisitioned. Organizations in the field will be provided with cash. However, where the military forces take over from a private party, goods of considerable value, particularly goods which may be of use to the owner in view of the war situation, the question of whether payment should be made, will be submitted for decision to the Joint Committee on Purchases, Bonds, and Requisitions of Force 141. Civil Affairs 141 will furnish to Headquarters 343 and 345 lists of official and black market prices of various commodities in HOLLAND. Such price lists will be needed and supplemented as rapidly as additional information becomes available. Such price lists will constitute a guide to purchasing officers during the present and operational phases. Liaison will also be maintained between Forces 343 and 345 through 141, if practicable, otherwise directly, in order that consistent price policies may be followed in making purchases.

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 matter again with British War Office with the view/bringing about uniform
 treatment of this matter.

(2) Purchases. So far as possible during the assault and operational
 stages private goods and services required by the Allied Forces shall be purchased
 direct against cash payments instead of being requisitioned. Organizations
 in the field will be provided with cash. However, where the military forces
 take over from a private party, goods of considerable value, particularly goods
 which may be of no use to the owner in view of the war situation, the question
 of whether payment should be made, will be submitted for decision to the Joint
 Committee on Purchases, Rents, and Requisitions of Forces 141. Civil Affairs
 141 will furnish to Headquarters 343 and 345 lists of official and black market
 prices of various commodities in Germany. Such price lists will be
 issued and supplemented as rapidly as additional information becomes available.
 Such price lists will constitute a guide to purchasing officers during
 the assault and operational phases. Liaison will also be maintained between
 Forces 343 and 345 through 141, if practicable, otherwise directly, in order
 that consistent price policies may be followed in making purchases.

(3) Requisition. Requisition of private property will be made only
 when normal purchasing procedure fails to produce required items. The policy
 to be followed in connection with requisitioned goods shall be determined by
 committees on purchases, rents, and requisitions, which will be attached to
 Headquarters of Forces 141, 343, and 345, and perhaps also in various localities
 as required. At the beginning the price paid for requisitioned goods
 will be the preoccupation like price for such goods. The question of what
 constitutes a proper price will be reviewed in three or four months in
 light of circumstances then existing. Payments for requisitioned items will be

main through the appropriate fiscal officer or paymaster at each headquarters.

(4) Use of Private Immovable Property. The policy to be followed in connection with the use of private immovable property will also be determined by the committees referred to in section 3. If payment is to be made for such use, the price to be paid, therefore, at the beginning, will be the preoccupation live price for the use of such property. The question of what constitutes a proper price will be reexamined at a later time in light of circumstances then existing.

(5) State owned and para-statal property. State owned property that is requisitioned will not be paid for. There will be submitted to the Joint Committee on Purchases, Rents, and Requisitions of Forces 141 all questions of payment for requisitioned property where there is any question of the ownership being para-statal or belonging to persons outside of HOPREFED. 2347

(6) Claims. There will be established a Claims Advisory Committee at Force 141 consisting of British and American representatives. A Claims Commission of American members will be established at Force 343; and a Claims Commission of British members will be established at Force 545. The Claims Commissions will have jurisdiction to pass finally on claims not exceeding 2500 dollars. Each Claims Commission will route through the Claims Advisory Committee claims exceeding 2500 dollars, together with its recommendation. The Claims Advisory Committee in forwarding such claim and recommendation to the appropriate British or American authority at AFHQ will indicate whether the recommendation of the Claims Commission is or is not in accordance with policies formulated by the Claims Advisory Committee. The British and American Claims authorities at Algiers will dispose of claims not exceeding 5,000 dollars and will refer to the War Office, London and the War Department, Washington, respectively, for appropriate action, claims for over 5,000 dollars. Appropriate steps will be taken to insure that British Claims authorities have as wide authority as American Claims authorities in disposition of claims in that a coordinated policy will be followed by British and

Committee on Purchases, Rents, and Requisitions of Force 141 all questions of payment for requisitioned property where there is any question of the ownership being para-statal or belonging to persons outside of HORRIFIED.

2397

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(7) Chart of committees. There is attached a chart showing the various committees on purchases, rents, and requisitions and claims at the various headquarters and the contemplated representation on such committees at Force 141.

Concurred in by:

E.E. Cleveland, Hq Force 141 (G-4-US.)

W.H. Lee, Col.

Director of Housing AFHQ.

Vice President, Claims Commission AFHQ.

STP Jones Col. JAGD I Armed Corps

Marshall B. White, Col. J.A.S.O. Chief, Claims Sec., NATOUSA.

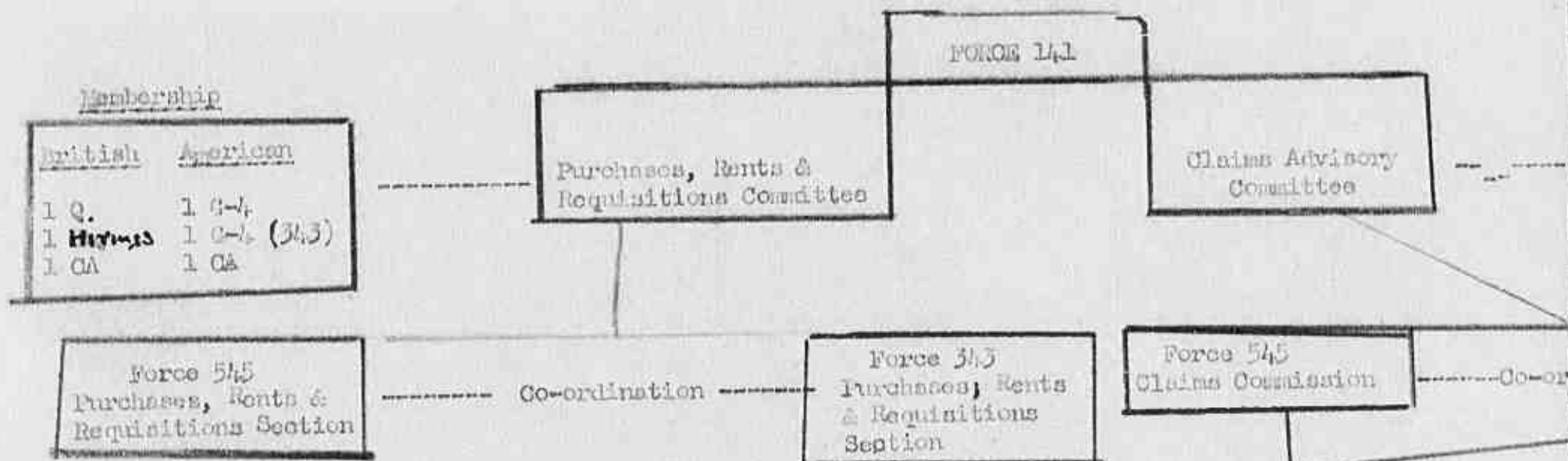
Ensign M. F. Jackson Major C

Rest G-4. 343

French center group

0 6 4 6

Declassified E.O. 12356 Section 3.3/NND No. 785015



Final Action on Claims not over this amount to be Claims Advisory Committee, to sendation of Claims Commission Committee in forwarding claim to British and American Claim will indicate whether recourse of Claims Advisory Committee.

Types of Claims to be Considered.

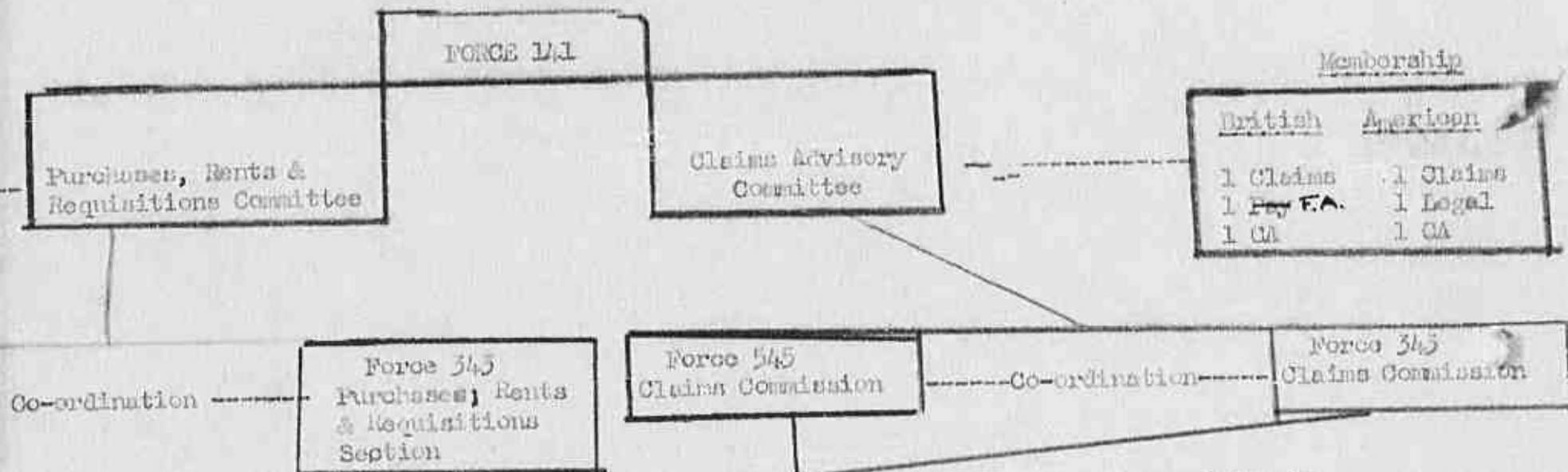
1. Damage to or loss or destruction of public property, both real and personal.
2. Damage to or loss or destruction of private property, both real and personal.
3. Personal injury or death of inhabitants.
4. Damage or loss or destruction of personal property bailed to Allied Forces.
5. Damage incident to the use and occupancy of real property under lease.

2398

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Declassified E.O. 12356 Section 3.3/NND No.

785015



Final Action on Claims not exceeding \$2500.00. Claims over this amount to be routed through the Claims Advisory Committee, together with recommendation of Claims Commission. Claims Advisory Committee in forwarding claims and recommendations to British and American Claims authorities at Algiers, will indicate whether recommendations comply with policy of Claims Advisory Committee.

Types of Claims to be Considered.

1. Damage to or loss or destruction of public property, both real and personal.
2. Damage to or loss or destruction of private property, both real and personal.
3. Personal injury or death of inhabitants.
4. Damage or loss or destruction of personal property bailed to Allied Forces.
5. Damage incident to the use and occupancy of real property under lease or otherwise.

2345

Lord Rennell.

We discussed the following matters:-

1. Requisitioning, etc.

It was agreed that, in accordance with International Law, (a) all State property should be seized, and (b) private property clearly susceptible of direct military use should also be seized without payment during the war. Other private property would either be paid for at once or requisitioned and paid for at some early convenient time. As a guide in determining which articles of private property should be seized and which paid for, you have already circulated the War Office memoranda of 14th March, 1942, and 1st April, 1943, and you agreed to give instructions that doubtful cases should be requisitioned and the papers referred to the Joint Claims Committee for decision as to whether any payment should be made.

It was agreed in this connection that, in fixing prices, care should be taken to prevent as far as possible enemy subjects making a profit.

2. BILLETING

Please see the attached copy of cable addressed to the Financial Adviser, A.F.H.Q., on this subject, viz:

To: TROOPERS

For speed from DUNLOP

1. Reference heading to F1 notes 14th March on treatment enemy property is procedure in notes and F5 summary of subsequent modifications of 1st April authorised.

2. For privately owned premises is intention that payment shall be made to avoid economic hardship when whole premises taken over and inmate or business has to move elsewhere but that no payment shall be made where billeting does not involve removal of occupant. Non-payment in such cases may have political consequences and is affected by attitude it is desired to adopt to population.

3. RENNEL has seen telegram.

Powers to settle claims.

I agree that British Claims Commission should have the same powers as the American Claims Commission, i.e., to settle claims without reference to London or Washington up to \$5,000 each. A copy of a minute I have addressed to D.F. (c) regarding our understanding of this matter is attached.

R.F. attached

785015

property should be seized and which paid for, you have already circulated the War Office memoranda of 14th March, 1942, and 1st April, 1943, and you agreed to give instructions that doubtful cases should be requisitioned and the papers referred to the Joint Claims Committee for decision as to whether any payment should be made.

It was agreed in this connection that, in fixing prices, care should be taken to prevent as far as possible enemy subjects making a profit.

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3. REMUEL has seen telegram.

Ref attached

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12.5.43

Handled by PUS. (F)

0 4 5 0
SECRET-BIGOT

23A

prepared by Col Jones
343 Force

1. Claims Commission or Commissions

Claims Act of January 2, 1942 as amended recently
now provides:

(a) Appointment

By Secretary of War or by officer designated
for such purpose by Secretary. General Eisenhower has re-
quested authority to make appointment.

(b) Purpose

To promptly settle claims arising in foreign
countries caused by Army, Navy or Marine Corps forces, or
individual members (military and civilian) thereof, or other-
wise incident to noncombat activities of such forces.

2391

(c) Limitation on amount

- (1) Not exceeding \$2500.00 by Commission.
- (2) \$2500.00 to \$5000.00 on approval of
officer to be designated by Secretary of War (will probably
be the theater (MADUSA) commander).
- (3) Over \$5000.00 Secretary of War may
certify to Congress for payment.

(d) Type of Claims

- (1) Damage to or loss or destruction of public
property both real and personal.
- (2) Damage to or loss or destruction of pri-
vate property both real and personal.
- (3) Personal injury or death of inhabitants
of a foreign country.

SECRET-BIGOT

SECRET-BIGOT

(4) Damage to or loss or destruction of personal property bailed to the Government.

(5) Damage incident to the use and occupancy of real property, whether under a lease or otherwise.

(e) Time for submitting

Within one year from date of accident or incident.

(f) Claims excluded - disallowed

(1) Claims of nationals of countries at war with the United States or of an ally of such enemy country, except as the Commission or the local military commander shall determine that the claimant is friendly to the U.S.

2393

(2) Claims resulting from action by the enemy or resulting directly or indirectly from any act by our armed forces engaged in combat.

2. Comments

(a) There should be a Claims Commission composed of American officers appointed by the Commander-in-Chief and attached to Force 343. The commission will not be charged to our T/O.

(b) The consideration and settlement of claims is closely allied to procurement. Requisitioning is a method of procurement. It is anticipated that most of the claims received will fall into one of the following classes:

(1) Damage to land, buildings or billets occupied by requisition or otherwise.

SECRET-BIGOT

0 6 5 2
SECRET-BIGOT

(2) Injury or death of individuals caused by military motor vehicles.

(3) Injury or death of individuals caused by the acts of soldiers.

(4) Demands for payment for supplies or property requisitioned, where payment has been disallowed by the Procurement Officers under their interpretation of International Law, viz, where it has been classed as public property or as booty.

(c) It appears desirable therefore to provide 2392 that the United States and British claims policies be uniform, insofar as is consistent with the statutory requirements and domestic policies of both countries, as to procedure, types of claims to be allowed and as to the money value to be allowed for various types of claims, viz, factors considered in settling a death claim should be the same for both armies. Reasons are obvious. This same uniformity should run to prices paid for supplies, services, rentals etc. This approach to uniformity may be obtained by a joint group or committee established in Force 141.

3. Recommendations

(a) It is recommended that the Commanding General, NATOUSA be requested to appoint under the statute discussed above a Claims Commission to be attached to Force 343.

(b) It is further recommended that there be established in Force 141 a joint committee (United States

SECRET-BIGOT

0 8 5 3

SECRET-BIGOT

and British) to prepare regulations outlining joint policies and procedures for purchases, hire of services, rentals, billeting, requisitions, and the adjusting and settling of claims. After operations are under way, this committee will be charged with the coordination of such policies and procedures. A suggested name for this group is the, "Purchase, Requisition and Claims Committee".

(c) G-4 has expressed his approval of the foregoing recommendations.

Homer W. Jones 2391
HOMER W. JONES,
Colonel, J.A.G.D.,
Judge Advocate

Gen. Russell indicated that he preferred to have two separate committees in Force 141 to wit: one prepare joint policies and procedures for purchases, rentals, billeting, requisitions; the other to be advisory on claims exclusively.

This meets with the approval of Force 343. See attached chart.

H. W. Jones

SECRET-BIGOT

Lord Rennell.

We discussed the following matters:-

1. Requisitioning, etc.

It was agreed that, in accordance with International Law, (a) all State property should be seized, and (b) private property clearly susceptible of direct military use should also be seized without payment during the war. Other private property would either be paid for at once or requisitioned and paid for at some early convenient time. As a guide in determining which articles of private property should be seized and which paid for, you have already circulated the War Office memoranda of 14th March, 1942, and 1st April, 1943, and you agreed to give instructions that doubtful cases should be requisitioned and the papers referred to the Joint Claims Committee for decision as to whether any payment should be made.

It was agreed in this connection that, in fixing prices, cables should be taken to prevent as far as possible enemy subjects making a profit.

2. Billeting.

Please see the attached copies of cables exchanged with the Financial Adviser, A.F.H.Q., on this subject. viz.

3. Powers to settle Claims.

I agree that British officers should have the same powers as the American officers, i.e., to settle claims without reference to London or Washington up to \$5,000 each. A copy of a minute I have addressed to D.F.(c) regarding our understanding of this matter is attached.

12.5.43.

present

86

See

V. Subramanian

17/5

17/5

not taken
Paper Due 18p

4 Copies of above

Lord Rennell's

should be seized and which paid for, you have already circumscribed. War Office memoranda of 14th March, 1942, and 1st April, 1943, and you agreed to give instructions that doubtful cases should be requisitioned and the papers referred to the Joint Claims Committee for decision as to whether any payment should be made.

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12.5.43.

4 copies of above sent at Ford Rennell's request to Major-General Muller for a letter enclosing P/A 27/5 as

[P. F. Over]

0.6561

Declassified E.O. 12356 Section 3.3/NND No. 785015

AMEMB 144 POKER

21A
BIGOT HURRY MOST SECRET

LT. COL.

TROOPERS

PORTUGAL ALGIBUS

CA 093

20A MAY 211730A

2383
PRIORITY

YOUR 84398 DATED 20 MAY X PARA 1(a) ARRANGEMENTS MADE FOR CASING CIVILIAN
PRISONERS OF WAR SEPARATE FROM MILITARY PRISONERS OF WAR AND FOR EVACUATING
TO HOME AREA FOR INTERROGATION X PARA 1(b) SECURITY PRINTING PLANT
NOW OPERATING UNDER A.F.H.Q. X INDICATIONS ARE THAT QUALITY OF WORK AND
PAPER SUPPLY WILL BE ADEQUATE X PARA 1(c) (d) (e) AND (f) REQUISITIONING
HIRING AND LOCAL PURCHASE X THIS IS NOT PRIMARILY A MATTER FOR AMEMB X
DISCUSSIONS IN PROGRESS BETWEEN HQ 144 POKER AND A.F.H.Q. OF WHICH AMEMB
WILL BE KEPT ADVISED X PARA 2 NO PRINTING ANTICIPATED IN LONDON EMERY
SECURITY PASSES WHICH ARE OUR CA/009 MAY 19 X PARA 3 NOT UNDERSTOOD

20A/7982

PA
22/5

Declassified E.O. 12356 Section 3.3/NND No.

785015

COPY

A.F.H.Q.

SECRET
(Equals British Most Secret)

INCOMING MESSAGE

IMMEDIATE
BIGOT-HUSKY

HEADQUARTERS
Date <u>20 MAY 43</u>
N <u>2979</u>
FORCE 141

20A

FROM: TROOPERS

TO: FORTUNE ALGIERS (FREEDOM PASS) FOR CIV AFFAIRS

NO. 81398 M O 11, May 29, 1943

COPY

Reference your final instructions.

1. Instructions urgently required on following:
 - A. Internment enemy aliens
 - B. Provision and publication of ordinances.
 - C. Requisitioning
 - D. Hiring
 - E. Local purchase
 - F. Billeting
2. Must reach here in time to complete printing by end this month.
3. Despatch by fast air.

ACTION: FORCE 141

INFORMATION: SGS
G-3
AC RECORDS
LOG



2388

EQUALS BRITISH MOST SECRET
SECRET

WAR DEPARTMENT
CLASSIFIED MESSAGE CENTER
INCOMING MESSAGE

BIGOT 19A

GMP

FILED 131125C

HEADQUARTERS

DATE: 15 May 43.

REF: 7979

ROUTINE 141 BIGOT BUSKY

AFGC N304/14
140706A
jhb

FROM: MIDEAST

TO : FREEDOM, FOR FORCE 141 (FOR Q (MAINT)).

NO : Q(AE)/49240, May 13, 1943.

Your Q/0043EK3/T1 of 7 May.

1. Forwarding specimens of following by fast air mail.
 - (A) AB 361 requisition receipt note.
 - (B) AF 780, requisition form
 - (C) AF 781, acknowledgement for requisition receipt notes.
2. Have no specimen billating forms available.
3. Answer to your final question is YES.

Q/0043EK3/T1 not in AFHQ MC files.

ACTION: FORCE 141

2. Para 3 is unthy of note

Q

MC-14-2109

0845A

Ref No. Q(AE)/49240

14May43

alc

16/5

Int. Dist by Q(maint) Action

A

Am got.

2523/Q

15 May 43.

EQUALS BRITISH MOST SECRET

SECRET

COPY No.

THE MAKING OF AN EXACT COPY OF THIS MESSAGE IS FORBIDDEN

SENATE BILL 899 AND HOUSE RESOLUTION 2233 AS AMENDED

A BILL

To amend the Act approved January 2, 1942, entitled "An Act to provide for the prompt settlement of claims for damages occasioned by Army, Navy, and Marine Corps forces in foreign countries."

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Act of January 2 1942 (55 Stat. 880; 31 U.S.C. 224d), be, and hereby is, amended to read as follows:

That, for the purpose of promoting and maintaining friendly relations by the prompt settlement of meritorious claims, the Secretary of War and the Secretary of the Navy, and such other officer or officers as the Secretary of War of the Navy, as the case may be, may designate for such purposes and under such regulations as he may prescribe, are hereby authorized to appoint a Claims Commission of Commissioner, each composed of one or more officers of the Army, Navy, or Marine Corps, as the case may be, to consider, ascertain, adjust, determine, and make payments, where accepted by the claimant in full satisfaction and in final settlement, of claims, including claims of insured but excluding claims of subrogees, on account of damage to or loss or destruction of public property both real and personal, or on account of damage to or loss or destruction of private property both real and personal or personal injury or death of inhabitants of a foreign country, including places located therein which are under the temporary or permanent jurisdiction of the United States, arising in such foreign country, including claims for damage to or loss or destruction of personnel property bailed to the Government and claims for damages incident to the use and occupancy of real property, whether under a lease, express or implied, or otherwise, when such damage, loss, destruction, or injury is caused by Army,

follows:

That, for the purpose of promoting and maintaining friendly relations by the prompt settlement of meritorious claims, the Secretary of War and the Secretary of the Navy, and such other officer or officers as the Secretary of War of the Secretary of the Navy, as the case may be, may designate for such purposes and under such regulations as he may prescribe, are hereby authorized to appoint a Claims Commission of Commissioner, each composed of one or more officers of the Army, Navy, or Marine Corps, as the case may be, to consider, ascertain, adjust, determine, and make payments, where accepted by the claimant in full satisfaction and in final settlement, of claims, including claims of insured but excluding claims of subrogees, on account of damage to or loss or destruction of public property both real and personal, or on account of damage to or loss or destruction of private property both real and personal or personal injury or death of inhabitants of a foreign country, including places located therein which are under the temporary or permanent jurisdiction of the United States, arising in such foreign country, including claims for damage to or loss or destruction of personnel property bailed to the Government and claims for damages incident to the use and occupancy of real property, whether under a lease, express or implied, or otherwise, when such damage, loss, destruction, or injury is caused by Army, Navy, or Marine Corps forces, or individual members thereof, including military personnel and civilian employees thereof, or otherwise incident to noncombat activities of such forces, where the amount of such claim does not exceed 5,000 dollars: Provided, That no claim shall be considered by such Commissions unless presented within one year after the occurrence of the accident or incident out of which such claim arises except that claims arising out of accidents of incidents occurring after December 6, 1941, but prior to May 1, 1943, may be presented at any time prior to May 1, 1944:

Provided further, That any such settlements made by such Commissions shall be subject to such regulations as the Secretary of War of the Secretary of the Navy may prescribe and may, in cases where the amount exceeds 2,500 dollars but does not exceed 5,000 dollars, be subject to the approval of such commanding or other officer of Army, Navy, or Marine Corps forces, as the case may be, as the Secretary of War or the Secretary of the Navy may prescribe; and the Secretary of War and the Secretary of the Navy, respectively, shall have authority, if he deems any claim in excess of 5,000 dollars to be meritorious, to certify such amount as may be found to be just and reasonable thereon to Congress as a legal claim for payment out of appropriations that may be made by Congress therefor, together with a brief statement of the character of such claim, the amount claimed, and the amount allowed: Provided, ^{2,500} further, That no claim of any national of any country at war with the United States, or of any Ally of such enemy country, except as the Commission or the local military commander shall determine that the claimant is friendly to the United States, and no claim resulting from action by the enemy or resulting directly or indirectly from any act by our armed forces engaged in combat, shall be allowed under this Act: Provided further, That any such settlements made by such Commissions under the authority of this Act shall be final and conclusive for all purposes, notwithstanding any other provision of law to the contrary.

SEC. 2. All payments in settlement of claims under section 1 of this Act shall be made out of the appropriation, current at the time of settlement, for "Pay, subsistence, and transportation of naval personnel", as to claims settled by Commissions composed of officers of the Navy or Marine Corps, and out of the appropriate, current at the time of settlement, for "Finance Service, Army", as to claims settled by Commissions composed of officers of the Army.

and shall be supplementary to, and not in lieu of, all

thereon to Congress as a legal claim for payment out of appropriations that may be made by Congress therefor, together with a brief statement of the character of such claim, the amount claimed, and the amount allowed: Provided, further, That no claim of any national of any country at war with the United States, or of any Ally of such enemy country, except as the Commission or the local military commander shall determine that the claimant is friendly to the United States, and no claim resulting from action by the enemy or resulting directly or indirectly from any act by our armed forces engaged in combat, shall be allowed under this Act: Provided further, That any such settlements made by such Commissions under the authority of this Act shall be final and conclusive for all purposes, notwithstanding any other provision of law to the contrary.

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SEC. 3. This Act shall be supplementary to, and not in lieu of, all other provisions of law authorizing consideration, ascertainment, adjustment, determination, or payment of claims by the Secretary of War and the Secretary of the Navy, respectively.

SEC. 4. This Act shall be applicable to claims not heretofore satisfied arising on or after May 27, 1941: Provided, That as to any claim

in excess of 1,000 dollars this Act shall be applicable for the purpose of payment thereof, or the purpose of the certification thereof to Congress for payment, only if the accident or incident out of which such claim arises has occurred, or shall occur, subsequent to December 6, 1941.

SEC. 5. The Act of April 18, 1918 (40 Stat. 532), relating to indemnity for damages caused by American forces abroad, is hereby repealed.

SEC. 6. Claims of the type described in section 1 hereof on account of damage to or loss or destruction of property both real and personal, or personal injury or death of any person, caused by Coast Guard forces, or individual members, including military personnel and civilian employees thereof, or otherwise incident to activities of such forces, arising at any time while the Coast Guard shall be operating as a part of the Navy ^{Coast Guard} ~~may~~ ^{be} considered, ascertained, adjusted, determined, and paid in the manner in this Act provided for the settlement of Navy and Marine Corps claims, except that in such cases one or more officers of the Coast Guard may be appointed by the Secretary of the Navy to a Claims Commission or Commissions or as officers to approve settlements of claims made by such Commission or Commissions, and all payments in settlement of such claims shall be made out of the appropriation "General expenses, Coast Guard": Provided, That no claims on account of damage to or loss or destruction of property, or personal injury or death, caused by Coast Guard forces, or individual members thereof, or otherwise incident to the activities of such forces, shall be considered, ascertained, adjusted, determined, or paid under the provisions of this Act at any time when the Coast Guard shall be operating under the Treasury

Department.

SEC. 7. In time of war, any claims, whether Army, Navy, Marine Corps, or Coast Guard, which may be settled under this Act may, at the request of the service concerned, be settled by any Commission or Commissions appointed

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SEC. 7. In time of war, any claims, whether Army, Navy, Marine Corps, or Coast Guard, which may be settled under this Act may, at the request of the service concerned, be settled by any Commission or Commissions appointed under this Act even though not composed of officers of the service concerned, subject to reimbursement by the service for whom the claims were settled pursuant to the provisions of this Act.

0 6 6 5

EQUALS BRITISH MOST SECRET

SECRET

WAR DEPARTMENT
CLASSIFIED MESSAGE CENTER

INCOMING MESSAGE

HEADQUARTERS
13 MAY 1943
DATE :
N: 7979
FORCE 141

CH action
(1005) 100

UKW
/13
filed 130100B

AFSC N 147/13
130210A
dtm

BIGOT

ROUTINE BIGOT HUSKY

FROM TROOPERS FROM SPEED
TO FREEDOM FOR DUNLOP
NO 79111 P5, May 12, 1943

Your T 61 8 May.

Agree to avoid economic hardship when owner or family present in territory. Payment should be made for privately owned premises wholly taken over but NO payment for billeting not involving removal occupant. Matter can be reviewed if necessary after operation. RENNELL agrees. 2383

ACTION: CAO T 61, 8/5/34 MC OUT 215 CAO & Reg
INFO: SGS FORCE 141 ✓
ITC AG RECORDS
USN
MAC
CINC MED
G-3 Plans

MC-IN-1698 13May43 0740A dlc

P. Please see with reference to 14 A.
13 May 1943
E

EQUALS BRITISH MOST SECRET

SECRET

COPY No.

THE MAKING OF AN EXACT COPY OF THIS MESSAGE IS FORBIDDEN

- 1 -

BIGOT

MEMORANDUM FOR: S.A.O.

MOST SECRET

1417/3725/2/9

11 May 43

REQUISITIONING OF PROPERTY ETC., HIRINGS AND CLAIMS IN

HORRIFIED

OBJECT OF MEMO:-

1. To lay down a policy common to both Task Forces, as far as this is practicable, in regard to:-

- (a) Requisitioning.
- (b) Hirings.
- (c) Claims.

POLICY:-

2. A common policy is desirable because:-

- (a) Politically, it will impress the inhabitants that the two armies are in complete agreement.
- (b) Militarily, neither army will be attracting to itself goods, services, etc., at the expense of the other, by offering better terms in the shape of higher prices or prior payment.

3. The problem is to obtain uniformity, with as little disturbance as possible to the established procedure and custom of each army.

EXISTING REGULATIONS:-

4. Regulations on the subject are:-

(a) U.S.A.:-

- (i) Field Service Regulations, Administration, FM 100-10, paras. 502-503.
- (ii) W.D. Circular 21, dated Jan. 15, 1943, (which amplifies the above - copy with Col. Allwine).

(b) BRITISH:-

- (i) Field Service Regulations, Vol. I, Sections 176-182.
- (ii) Notes on Military Government of Enemy Occupied Territory, attached as Appx. 'A' (not attached).

5. Both U.S. and British Regulations are derived from the same source, so the principles incorporated in them are the same. The application of the principles differ, however, because:-

785015

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(b) BRITISH:-

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5. Both U.S. and British Regulations are derived from the same source, so the principles incorporated in them are the same. The application of the principles differ, however, because:-

- (a) The administrative systems of the two armies are different.
- (b) British regulations are detailed, specify what forms should be used, and that they must be printed in the language of the country occupied.
- (c) U.S. regulations give complete discretion as to detail to theatre and task force commanders.

REQUISITIONS:-

6. (a) What may be requisitioned?

Both U.S. and British regulations are substantially in agreement.

(b) Who may requisition?

- (i) British Army - officers of a service detailed for that duty.
- (ii) U.S. Army - special staff.

(c) When should payment be made?

EXTRACT FROM REGULATIONS

- (i) British Army - "speedy settlement will be made direct to claimants when possible"
- (ii) U.S. Army - "property requisitioned is either paid for in cash or restored with suitable indemnification"

7. Discussions within U.S. Force 141 and with Force 343 make it clear that Force 343 wish to pay as quickly as possible for requisitioned goods and services, preferably on the spot. The system they propose to adopt, is that used in TORCH by WFF, i.e., to appoint Class 'B' Agent Officers with powers of requisition and with funds to make immediate payment.

8. Attached as Appx. 'B' are:- (not attached)

- (a) General instructions which would apply to this procedure.
- (b) Specimen purchase order.
- (c) Examples of rubber stamps in use.

9. On the other hand, Civil Affairs and British (particularly Financial) Adviser, and Hirings & Claims, wish to avoid immediate payment, and favors the establishment of a joint committee at Div or Task Force H.Qs:-

- (a) to coordinate U.S. and British pricing arrangements.
- (b) to insure that no payment is made for those goods which international law permits to be requisitioned without payment.
- (c) to insure that Civil Affairs, who are represented on the Committee, can restrict requisitioning to such items as are not required for essential civil needs.

U.S. regulations (para. 508) advise the establishment of a central purchasing agency under the Communications Zone Commander.

ACCOMMODATION-(Including Billeting & Hiring):-

10. PAYMENT:-

- (a) U.S. Regulations do not specify whether or not billets should be paid for in occupied territory, but refer to "Rules of Land Warfare."
- (b) British Regulations say that "as a rule no payments will be made..." On the other hand, "Notes on Military Government, etc.," classifies property into several subheads, some being paid for, some not. Billets on private property are normally paid for if the owner or family are

785015

EXTRACT FROM REGULATIONSWhen should payment be made?

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- (b) British Regulations say that "as a rule no payments will be made..." On the other hand, "Notes on Military Government, etc.," classifies property into several subheads, some being paid for, some not. Billets on private property are normally paid for if the owner or family are present in the territory.

11. Clear instructions to both Task Forces are needed, and it is suggested that if the U.S. accepted the British interpretation of "Rules for Land Warfare," they would not be departing from their own regulations.

12. HIRINGS OF PROFESSIONALS:-

Procedure:-

- (a) U.S. arrange hirings through their Engineers.
- (b) British arrange hirings through the Director of Hirings.

There is no need for either Task Force to depart from its normal procedure, but it is suggested that in H.Q. Force 141, the U.S. Engineer Officer responsible for hirings policy be located with the British Director of Hirings. This is done in Algiers.

CLAIMS:-

13. The establishment of a joint claims Commission in the Island is essential, but it is thought that neither government will wish itself bound to decisions of an international body involving large sums of money. Therefore, the Commission in HORPHEM should be advisory only, and its advice would be referred to the existing British and U.S. Claims Officers at A.F.M.A., which can accept or reject the advice offered.

14. The composition of the advisory body might be:-

Finance Officer (U.S.)	- 1
Financial Adviser (Br.)	- 1
Claims Officer (U.S.)	- 1
Claims Officer (Br.)	- 1
Civil Affairs Officer (U.S.)	- 1
Civil Affairs Officer (Br.)	- 1

234

W. O. ROE,
Lieut. Col.
A.M.A.G.

Hq 141 Force
WGR/hr

* Since writing this note, Force 343 intimate that they probably will not follow the old TORCH procedure, but will adopt the proposals given in para. 9 above.

SECRET

WAR DEPARTMENT
CLASSIFIED MESSAGE CENTER

INCOMING MESSAGE

UKW
459/9
FILMED 082310B

BIGOT

HEADQUARTERS
9 MAY 1943
DATE :
N° : 7968
FORCE 141
BIGOT HURRY

ROUTINE

FROM: TROJANES

TO : FREEDOM, FOR FORTUNE FOR CIV AFFAIRS.

NO 7769MALL, May 9, 1943.

Security printing laid on here. Material must arrive here to complete printing in time for dispatch next convoy which will leave by end of first week, June. [Advice GS (C-1) regarding guide book in preparation by them.] Approximate time transit convoy, 14 days.

RENNELL now considers you should prepare Italian translations, approximately.

ACTION: FORCE 141

INFO: DGS 1
DTC 2
USN 1
CAO 1
MAC 1
G-3 Plans 1
CINC MED 1
AG RECORDS 1

P. / See minute at

14 A. Hlyyl. arm. 1st Col:

I am dealing with guide books, and have seen Colonel Rose in connection with mine at bottom of 381A.

MC-TV-388

102QA

9 May 43

19

This also be filed in 7473

It has nothing to do with the class

2nd of R. M. R.

EQUALS BRITISH MOST SECRET

~~SECRET~~

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Note this X Refs. 11A last para.

0672

EQUALS BRITISH MOST SECRET

SECRET

WAR DEPARTMENT
COMSIFT MESSAGE CENTER

OUTGOING MESSAGE

(14A)

7979

HEADQUARTERS
DATE: 9 MAY 1943
N: 7979
FORCE 141

BIGON

TO: TROOPERS

NO: T 61

For speed from DUNLOP.

1. Reference heading to F1 notes 14th March on treatment enemy property is procedure in notes and F5 summary of subsequent modifications of 1st April authorised.

2. For privately owned premises is intention that payment shall be made to avoid economic hardship when whole premises taken over and innate or business has to move elsewhere but that no payment shall be made where billeting does not involve removal of occupant. Non-payment in such cases may have political consequences and is affected by attitude it is desired to adopt to population.

3. RENHILL has been telegram.

ORIGINATOR: CAO

AUTHENTICATION: NONE

INFORMATION: S/GS
DTC
Fin Adv
Cinc Med
ACCinc Med
USN
G-3 (Plans)
Force 141
AG Records

P. See 14A-13A and 12A.

Alleyd Farm. 14 Cal

9/6. 2379

MC-OUT-219 3 MAY 43 1210A et

Discussed with Brig Dunlop. Re 4/5.
No letter action at present

EQUALS BRITISH MOST SECRET

SECRET

COPY No. 11

EXTRACT FROM 'A' INTELLIGENCE SUMMARY

5. BILLERING

(1) SATANIA

HOTELS

Centrale Cerona, 218 Via Etna. 106 bedrooms, 140 beds.
Centrale Europa, 157 Via Vittorio Emanuele. 29 bedrooms, 37 beds.
Etna, 293 Via Antonino di Sanguilano, 18 bedrooms, 28 beds.
Europa, 210 Via Vittorio Emanuele. 36 bedrooms, 65 beds.
Grande Albaro, (formerly Bristol), 9 Via C. Amato, 80 bedrooms, 115 beds.
Italia, 310 Via Etna, 46 bedrooms, 70 beds.
Metropoli, 6 Via Ciserà, 22 bedrooms, 45 beds.
Miramore, 6 Via Casalotto, (opposite Central Station), 14 bedrooms, 24 beds.
Moderno, 9 Via Alessi, 59 bedrooms, 70 beds.
Orientale, 26 Via Etna, 15 bedrooms, 30 beds.
Principe, 34 Via Antonino di Sanguilano, 30 bedrooms, 40 beds.
Sangiorzi, 237 Via Antonino di Sanguilano, 42 bedrooms, 53 beds. German
Air Force HQ's reported billeted here November 42.
Over 20 other hotels.

SCHOOLS

University, Piazza Università.
Convento S. Nicolo or dei Benedettini, said to have been the second
largest monastery in Europe, now occupied by various schools as
well as by a museum, a library and an observatory.
Convitto Nazionale, and Liceo-Ginnasio Cutelli, 56 and 58 Via
Vittorio Emanuele, Piazza Cutelli.
Liceo-Ginnasio Scientifico, 348 Via Vittorio Emanuele.
Istituto Magistrale (Teachers Institute), 5 Via S. Ruffino.
Istituto Industriale, Viale Regina Margherita, modern.
Istituto Commerciale, Piazza Roma, large modern building at March
end of Giardino Bellini.
Istituto Secondaria Femminile, 317 Via Antonino di Sanguilano 2373

16 State Elementary Schools, including:

- 5 Via Museo Biscari
- Casa Cardillo, Via Giordano Bruno
- 76 Via St. delle Saletti.
- 49 Via Puccini
- 665 Via Plebisio
- 53 Via Coppola

Schools in Via Auteri, Via Ruescole and Via Contone.

10 other Elementary Schools, including:-

- 55 Via Penninello
- 4 Via Giordano Bruno
- 17 Piazza Principessa Isabella

0 6 7 4

785015

SCHOOLS

University, Piazza Università.
 Convento S. Nicolo or dei Benedettini, said to have been the second largest monastery in Europe, now occupied by various Schools as well as by a museum, a library and an observatory.
 Convitto Nazionale, and Liceo-Ginnasio Outelli, 55 and 58 Via Vittorio Emanuele, Piazza Outelli.
 Liceo-Ginnasio Scientifico, 348 Via Vittorio Emanuele.
 Istituto Magistrale (Teachers Institute), 5 Via S. Duplio.
 Istituto Industriale, Viale Regina Margherita, modern.
 Istituto Commerciale, Piazza Roma, large modern building at North end of Giardino Bellini.
 Istituto Secondaria Femminile, 517 Via Antonino di Sangiuliano

2373

16 State Elementary Schools, including:

- 5 Via Museo Biscari
- Casa Garillo, Via Giordano Bruno
- 76 Via St. delle Saletti.
- 49 Via Pantano
- 665 Via Plebisquite
- 53 Via Coppola

Schools in Via Auteri, Viaapedocle and Via Cantone.

10 other Elementary Schools, including:-

- 59 Via Panninello
- 4 Via Giordano Bruno
- 17 Piazza Principessa Isolda
- 54 Via S. Maddalena

At least 12 Institutes (Institute), including:

- 25 Via Zappala
- 13 Via Duplio
- 200 Viale Libertà
- 26 and 235 Via M. Imbriani
- 5 Via Zueria
- 5 Via Pacini
- 97 Via Garibaldi

Moderno, 9 Via Alessi, 59 bedrooms, 70 beds.
 Orientale, 28 Via Etna, 15 bedrooms, 30 beds.
 Principe, 34 Via Antonino di Sangiuliano, 30 bedrooms, 40 beds.
 Sangiuliano, 237 Via Antonino di Sangiuliano, 42 bedrooms, 53 beds. German Air Force HQ's reported billeted here November 42.
 Over 20 other hotels.

THEATRES AND CINE

Teatro Bellini, (Teatro Massimo), Piazza Bellini, 300 seats.
 Teatro Sangiorgi and Cinema Sangiorgi, Via Antonino di Sangiuliano.
 Teatro Alambra, Via Antonino di Sangiuliano.
 Cine-Teatro Diana, 3 Via Umberto.
 Cine-Teatro Lo Po, 256 Via Etna.
 Arena Imperiale, Via Lago di Nivito.
 Cinema Borgo, 6 Via Garfara.
 Cinema Centrale, 284 Via Etna.
 Cinema Famiglia, 119 Via Ventimiglia.
 Cinema Italia, 20 Via Belfiore.
 Cinema Litterio, Via Placiscite.
 Cinema Modanissimo, in Suseana (NW outskirts).
 Cinema Monachini, 16 Via Giordano Bruno.
 Cinema Nuovo, 30 Via Abate Ferrara.
 Cinema Reale, Via Po. Orispi.
 Cinema Scala Roma, 155 Via Etna.

MISCELLANEOUS

POORHOUSES

Conservatorio (Albergo dei Poveri) corner of Via Madonna and Via
 Via Centimiglia, a second poorhouse in Via Madonna may be close
 to of this.

Albergo dei Poveri (Ospizio di Medicina) Viale M. Rapisardi.
 Asilo S. Agata, Via della Carità.
 Several others mostly run by religious orders.
 Orphanage (Orfanotrofio Juan Pastore) in NW outskirts.
 Institute Salesiano, North of Viale M. Rapisardi, with large modern
 buildings West of it, function unknown.
 Castello Ursino, Piazza Federico di Svevia, restored medieval fortress.

BATHS

Albergo Duoro Sangiorgi, 233 Via IX Etna.
 Thermal, Ospedale Vittorio Emanuele, Vasto, Via Teatro Massimo.
 Sea Baths at Lido della Playa, and at Guardia and Ogina.

2377

GOVERNMENT AND MUNICIPAL ESTABLISHMENTS

MILITARY

Military District (Distretto Militare) in Caserma Pacini, Piazza S.
 Domenico, South of Giardino Bellini, and closely built area of
 military buildings, including Infantry Barracks and Ordnance
 Depots.
 Garrison Command, in barracks on south side of Piazza Vittorio
 Emanuele III.

INFANTRY BARRACKS

Caserma Lucchesi Palli, Piazza Carlo Alberto.
 Caserma Michele Speranza, Via Vecchia Ogina, long buildings south of
 Caserma Lucchesi Palli, Piazza Carlo Alberto.

Cinema Modernissimo, in Sussana (NW outskirts).
 Cinema Monachini, 16 Via Giordano Bruno.
 Cinema Nuovo, 30 Via Abate Ferrara.
 Cinema Reale, Via Fr. Crispi.
 Cinema Scala Roma, 155 Via Enea.

MISCELLANEOUS

POORHOUSES

Conservatorio (Albergo dei Peveri), corner of Via Madonna and Via
 Via Centinaglia, a second poorhouse in Via Madonna may be close
 NE of this.

Albergo dei Peveri (Ospizio di Medicina), Viale M. Rapisardi.
 Asilo S. Agata, Via della Carità.

Several others mostly run by religious orders.

Orfanotrofo Buon Pastore, in NW outskirts.

Orfanotrofo, North of Viale M. Rapisardi, with large modern

buildings West of it, function unknown.

Castello Ursino, Piazza Federico di Svevia, restored medieval fortress.

BATHS

Albergo Diurno Sangiorgi, 235 Via ENE Enia.

Thermal, Ospedale Vittorio Emanuele, Vasto, Via Teatro Massimo.

See Baths at Lido della Playa, and at Guardia and Ogina.

2377

GOVERNMENT AND MUNICIPAL ESTABLISHMENTS

MILITARY

Military District (Distretto Militare) in Caserma Pacini, Piazza S.

Domenico, South of Giardino Bellini, and closely built area of
 military buildings, including Infantry Barracks and Ordnance
 Depots.

Garrison Command, in barracks on south side of Piazza Vittorio
 Emanuele III.

INFANTRY BARRACKS

Caserma Lucchesi Palli, Piazza Carlo Alberto.

Caserma Michele Speranza, Via Vecchia Ogina, long buildings south of
 Convento S. Nicolo' along Via Teatro Greco.

Cerabinieri Rq in barracks in Piazza G. Verga, the original building
 is at the SW corner of the Piazza, newer buildings occupy the
 Northern half of Piazza G. Verga and may be an extension of the
 barracks.

Cerabinieri Barracks, at Barriera (north of town).

Via Teatro Greco, Via d'Amico and three others.

Hq. Customs Guards (Guardia di Finanza), near Custom House.

Custom Guard Barracks (Caserma Majorana), Piazza Majorana, old prison
 reconstructed. (10,000 cu m).

Placemint Barracks (M.V.S.N.) in Casa del Fusco Building, south side
 of Piazza del Digno.

Six large barrack blocks under construction in Via della Consolations
 close East of villa S. Saverio, one apparently complete in Sep
 two hardly begun.

785015

THEATRES AND CINEMA

Teatro Bellini, (Teatro Massimo), Piazza Bellini, 300 seats.
 Teatro Sangiorgi and Cinema Sangiorgi, Via Antonino di Sangiuliano.
 Teatro Alhambra, Via Antonino di Sangiuliano.
 Cine-Teatro Diana, 2 Via Umberto.
 Cine-Teatro Lo Po, 256 Via Etna.
 Arena Imperiale, Via Lago di Mico.
 Cinema Borgo, 6 Via Carifora.
 Cinema Centrale, 284 Via Etna.
 Cinema Feniglia, 119 Via Ventimiglia.
 Cinema Italia, 20 Via Belfiore.
 Cinema Litterio, Via Plebiscito.
 Cinema Modernissimo, in Suseana (NW outskirts).
 Cinema Monachini, 16 Via Giordano Bruno.
 Cinema Nuovo, 30 Via Abate Ferrara.
 Cinema Seale, Via Pr. Crispi.
 Cinema Scala Roma, 155 Via Etna.

MISCELLANEOUSPOORHOUSES

Conservatorio (Albergo dei Peveri), corner of Via Madonna and Via
 Via Centinaglia, a second poorhouse in Via Madonna may be close
 NE of this.

Albergo dei Peveri (Cepisia di Medicita) Viale M. Rapisardi.

Asilo S. Agata, Via della Carità.

Several others mostly run by religious orders.

Orphanage (Orfanotrofio Buon Pastore) in NW outskirts.

Institute Salesiano, North of Viale M. Rapisardi, with large modern
 buildings West of it, function unknown.

Castello Ursino, Piazza Federico di Svevia, restored medieval fortress.

BATHS

Albergo Diurno Sangiorgi, 233 Via NW Etna.

Thermal, Ospedale Vittorio Emanuele, Vasto, Via Teatro Massimo.

Sea Baths at Lido della Playa, and at Guardia and Ogina.

GOVERNMENT AND MUNICIPAL ESTABLISHMENTSMILITARY

Military District (Distretto Militare) in Caserma Pacini, Piazza S.
 Domenico, South of Giardino Bellini, and closely built area of
 military buildings, including Infantry Barracks and Ordnance
 Depots.

Garrison Command, in barracks on south side of Piazza Vittorio
 Emanuele III.

INFANTRY BARRACKS

2377

Cinema Nuovo, 50 Via Abate Ferrara.
Cinema Beale, Via Fr. Crispi.
Cinema Soula Rom, 155 Via Etna.

MISCELLANEOUS

POORHOUSES

Conservatorio (Albergo dei Peveri) corner of Via Madonna and Via
Via Centimiglia, a second poorhouse in Via Madonna may be close
NE of this.

Albergo dei Peveri (Cospiza di Medicoita) Viale M. Rapisardi.

Asilo S. Agata, Via della Carita.

Several others mostly run by religious orders.

Orphanage (Orfanotrofio Buon Pastore) in NW outskirts.

Institute Salesiano, North of Viale M. Rapisardi, with large modern
buildings West of it, function unknown.

Castello Ursino, Piazza Federico di Svevia, restored medieval fortress.

BATHS

Albergo Diurno Sangiorgi, 233 Via EX Etna.

Thermal, Ospedale Vittorio Emanuele, Vasto, Via Teatro Massimo.

Sea Baths at Lido della Plaia, and at Guardia and Ogina.

2377

GOVERNMENT AND MUNICIPAL ESTABLISHMENTS

MILITARY

Military District (Distretto Militare) in Caserma Pacini, Piazza S.

Domenico, South of Giardino Bellini, and closely built area of
military buildings, including Infantry Barracks and Ordnance
Depots.

Garrison Command, in barracks on south side of Piazza Vittorio
Emanuele III.

INFANTRY BARRACKS

Caserma Lucchesi Palli, Piazza Carlo Alberto.

Caserma Michele Speranza, Via Vecchia Ogina, long buildings south of
Convento S. Nicolo' along Via Teatro Greco.

Carabinieri HQ in barracks in Piazza G. Verga, the original building
is at the SW corner of the Piazza, newer buildings occupy the
Northern half of Piazza G. Verga and may be an extension of the
barracks.

Carabinieri Barracks, at Barriera (north of town).

Via Teatro Greco, Via d'Amico and three others.

HQ Customs Guards (Guardia di Finanza), near Custom House.

Custom Guard Barracks (Caserma Maggiore), Piazza Maggiore, old prison
reconstructed. (10,000 cu m).

Flakbarrack Barracks (M.V.S.M.) in Casa del Fascio Building, south side
of Piazza del Duomo.

Six large barrack blocks under construction in Via della Consolazione
close East of villa S. Severio, one apparently complete in Sept 42,
two hardly begun.

CIVIL

Government Officer (Palazza del Governo) including Prefecture (Prefettura), 14 Via Prefettura, faces on to Via Etna.
 Provincial Directorate (Zettorato Provinciale), 12 Via Prefettura.
 Police Corps Provincial Hq (Questura), 46 Via S. Barbara (six local police stations in town).
 Fascist Hq (Casa del Dascio), 3 Piazza del Duomo. (in large buildings on South side of Piazza, which includes Blackshirt barracks, "Corte d' Assise").
 Town Hall (Municipio), North side of Piazza del Duomo.
 Law Courts (Tribunale), Piazza Stesicoro, also Corte d' Assise, 43 via Orociferi.
 Finance Offices (Intendenza di Finanza), Piazza Bellini.
 Civil Engineers Office (Genio Civile) Piazza Cappellini.
 Post and Telegraph Offices (Palazzo delle Poste), Via Etna at SE corner of Giardino Bellini, (nine branch post and telegraph offices in town).
 Telephone Company's office in Via S. Zuplio.
 Port Offices (Capitaneria) on Customs Quay.
 Health Offices (Sanita), on Sporgente Centrale.
 Customs House (Dogana), Via Duemet, behind Customs Quays.
 Banca d' Italia, 92 Via Manzoni, (east of Via Grociferi).
 Banco d' Sicilia, 49 Via Vittorio Emanuele.
 Fire Station, Via Vittorio Emanuele.
 Prison (Carceri), Piazza Carceri (on Via Ficarazzi), modern buildings NW of Giardino Bellini.
 Fascist Youth (Casa del Balilla) corner of Via Plebiscite and Via S. Madalena.
 Meteorological Observatory, attached to Convento S. Nicolo (North of main buildings).

(2) AUGUSTA

Seven Hotels.
 Calliano, 26 Via S. Pietro Martire, 9 bedrooms, 12 beds.
 Principe Umberto, 43 Piazza Principe Umberto, 11 bedrooms, 20 beds.
 Roma, 7 Via S. Giuseppe, 9 bedrooms, 20 beds.
 Sorrentino, 282 Via Principe Umberto, 9 bedrooms, 14 beds.
 Three other hotels (poor) about 10 bedrooms each.
 Two secondary schools and several elementary schools.
 Three cinemas.
 Two large two storey buildings on the east side of the town.

GOVERNMENT AND MUNICIPAL ESTABLISHMENTS.

Naval Establishment at Terravecchia (south end of island) reported to include barracks, officers quarters, and stores houses.
 Naval Establishment (store houses or barracks), behind Barchina Militaire.

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Post and Telegraph Offices (Pallazo delle Poste), Via Stina at SE corner of Giardino Bellini, (nine branch post and telegraph offices in town).
 Telephone Company's office in Via S. Emidio.
 Port Offices (Capitaneria) on Customs Quay.
 Health Offices (Sanita), on Sporgente Centrale.
 Customs House (Dogana), Via Dusmet, behind Customs Quay.
 Banca d'Italia, 92 Via Menzoni, (east of Via Crociferi).
 Banco d'Sicilia, 49 Via Vittorio Emanuele.
 Fire Station, Via Vittorio Emanuele.
 Prison (Carceri), Piazza Garceri (on Via Ficarazzi), modern buildings NW of Giardino Bellini.
 Fascist Youth (Casa del Balilla) corner of Via Plebiscito and Via S. Madalena.
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GOVERNMENT AND MUNICIPAL ESTABLISHMENTS.

Naval Establishment at Terravecchia (south end of island) reported to include barracks, officers quarters, and stores houses.
 Naval Establishment (store houses or barracks), behind Barchina Militaire.
 The Citadel (Citadella) contains barracks and prison.
 Seaplane Station, living quarters on hilltop behind Punta Pila, are known as Caserma Luigi Spagnato.
 Town Hall (Municipio) west side of Via Principe Umberto, close to Cathedral.
 Port Offices (Capitaneria), small building near NE corner of Cala del Molo.

(3) SYRACUSE.HOTELS(a) IN ORTICOLA.

Centrale, Via Savoia, 30 beds.
 Cavour-Palace, 74 Via dei Mille, 22 bedrooms, 30 beds.
 des Etrangers-Casa Polite, south end of Passaggio Aretusa, 40 bedrooms, 60 beds.

Mirensi, 73 V. Roma, 30 beds.
 Gran Britagna, 21 Via Savoia, 15 bedrooms, 28 beds.
 Grand Hotel Piazza Mazzini, 25 bedrooms, 44 beds.
 Internazionale, 5 Via Ruggero Settimo, 35 bedrooms, 20 beds.
 Miramore, 10 Via Manico, facing onto Passaggio
 Aretusa, 34 bedrooms, 45 beds.
 Orientale, 78 Via Savoia, 18 bedrooms, 35 beds.
 Roma, 66 Via Roma, 32 bedrooms, 30 beds.
 Vermouth di Torino, Via Maniace, close south of Miramore, 28 bedrooms,
 50 beds.

(b) ON MAINLAND.

Impero, Via Crispi, 14 bedrooms, 24 beds.
 Stazione, 28 Via Fr. Crispi, 7 bedrooms, 24 beds.
 Umberto I, 128 Via Fr. Crispi, 13 bedrooms, 24 beds.
 Villa Maria, east of north end of Via G. Accolla in S. Lucia, 25
 bedrooms, 45 beds.
 Villa Politi, Via Politi in Cappuccini quarter (151321) 65 bedrooms,
 100 beds.

SCHOOLS.

Technical Institute (Palazza degli Studi) Viale A. Diaz and Via M.
 Bixio, large modern building NE of Piazza del Foro Syracusario.
 Liceo Ginnasio Gorgallo, Via Gorgallo, south from Via Mirabella
 extension on Via Gelone.
 Scuola d'Arte, north side Via Mirabella.
 Scuola Professionale Femminile, 14 Via Minza.
 Collegio della Orsolino, Via Gelone.
 Private school in Palazza Bosco, Piazza del Duomo.

THEATRES AND CINEMAS.

Teatro Comunale, Via Roma.
 Cinema Aretusa, Via Maestranza.
 Cinema del Dopolavoro Petroviario, Piazza S. Lucia.
 Cinema Ideal, Via Gioberti.
 Cinema Littorio, Borgata S. Lucia.
 Cinema Rose, 5 Via S. Pietro (North from Via Mirabella)

MISCELLANEOUS.

Case dei Militari (homes for war wounded) group of modern buildings
 along Via M. Bixio and Via A. Mario.
 Case Impiegati (hostels for clerical staff) Viale A. Diaz, modern
 buildings between Palazzo degli Studi and railway.
 Brefotrefio Provinciale (foundings home) group of modern buildings
 in Cappuccini quarter.
 Ospizio di Mendicita (workhouse) large building at Gralta Santa
 about 500 yds. NE of above.
 Large modern building at south end of Piazza S. Lucia.

Modern building on east side of Via Dionisio half a mile north

Stazione, 28 Via Fr. Crispi, 7 bedrooms, 24 beds.
 Umberto I, 128 Via Fr. Crispi, 13 bedrooms, 24 beds.
 Villa Maria, east of north end of Via G. Accolla in S. Lucia, 25 bedrooms, 45 beds.
 Villa Politi, Via Politi in Cappuccini quarter (151321) 65 bedrooms, 100 beds.

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THEATRES AND CINEMAS.

Teatro Comunale, Via Roma.
 Cinema Aretusa, Via Maestranza.
 Cinema del Dopolavoro Ferroviario, Piazza S. Lucia.
 Cinema Ideal, Via Gioberti.
 Cinema Littorio, Borgata S. Lucia.
 Cinema Rosa, 5 Via S. Pietro (North from Via Mirabella).

MISCELLANEOUS.

Casa dei Mutilate (homes for war wounded) group of modern buildings along Via N. Bixio and Via A. Mario.
 Case Impiegati (hostels for clerical staff) Viale A. Diaz, modern buildings between Palazzo degli Studi and railway.
 Brefotrefio Provinciale (foundings home) group of modern buildings in Cappuccini quarter.
 Caspizia di Mendicita (workhouse) large building at Gralta Santa about 500 yds. NE of above.
 Large modern building at south end of Piazza S. Lucia.
 Large modern building on east side of Via Dionisio half a mile north of Piazza del Foro Syracusano, possibly a hospital.

BATHS.

Albergo Milano, 8 - 10 Corso Umberto I.
 Mortellaro, Piazza C. Battista.
 Sea Baths.

GOVERNMENT AND MUNICIPAL ESTABLISHMENTS.

MILITARY.

Garrison Command (Disaretto Militaire) a block of buildings about 500 yds. north of southern point of Ortigia, south side of Via Ospedale.

Regimental , Piazza Savonarola, 150 yds SE of Cathedral.
 Fascist Militia Hq (Comando Legione M.V.S.N.) in same block as
 Discrete Militaire.
 Castello Maniace, a modernised castle, on southern extremity
 of Ortigia, part of an enclosed military area including
 Caserma Abela (see below).
 Caserma G Abela, Piazza Castello, about 300 yds north of
 southern point of Ortigia.
 Carabinieri Barracks, Piazza del Carmine, location unknown.
 Customs Guards Barracks (Caserma Guardia di Finanza), in
 Caserma Lombardi, Via Episcopo (first turning east from
 CATANIA Rd, north of railway).
 Barrack like buildings (some unfinished) at 147321 near Testa
 del Re, a quarter of a mile NW of Stadio Vittorio Emanuele.

CIVIL

Government Offices (Palazzo del Governo) including Prefecture
 (Prefettura), 1 Via Roma.
 Provincial Directorate (Rettorata Provinciale), Via Malta,
 SE corner of Piazza del Foro Syracusano.
 Police Corps Provincial Hq (Questiera) in Government Office
 Building, Via Roma, (Police stations in Via Garibaldi, at
 Central Station and in S. Lucia.
 Fascist Hq (Casa del Fascio), Via Principessa Margherita, corner
 of Via Roma.
 Town Hall (Municipio), corner of Via Minciva and Piazza del Duomo.
 Law Courts (Palazzo di Giustizia), Via Gorgallo (north from
 Via Maestranza).
 Finance Offices (Intendenza di Finanza), Via Ruggero Settimo,
 (immediately behind Passeggio Adorno) close NW of Convento
 dei Gesuiti.
 Palazzo dei Evonzaia, west of south end of Via Savoia, large
 modern building.
 Civil Engineers Offices (Genio Civile), Via delle Grucci
 Vecchie (east side of Via Ruggero Settimo) NW of Cathedral.
 Post and Telegraph Offices, Piazza Riva della Posta, large new
 building (1934) at north corner of Ortigia.
 Railway Post Office at harbour station.
 Telephone Coy's offices in Via Palermo, (location of exchange
 unknown).
 Port Offices (Capitaneria) south end of Foro Vittorio Emanuele.
 Port Health Offices (Stazione Sanitaria Marittima) 100 yds
 West of foot of Molo S. Antonio.
 Customs House (Dogana Stazione Porto), Via Malta.
 Banca d' Italia, Via Scini, west side of Piazza Archimede.
 Banco di Sicilia, north end of Piazza Archimede (new building,
 reported damaged by bombs Feb 42).
 Market, east side of Via Savoia, immediately north of Piazza
 Pancaia.
 Prison (Carceri), Via Gelone, north side of Ortigia.
 Fascist Youth (G.I.L. or O.N.B.), Via Malta, close west of
 Power Station.
 Fascista Students (Casa dei Studenti) Piazza del Duomo.

HEADQUARTERS
8 MAY 1943
No. 7879
FORCE 141

WITH AFRICAN THEATER OF OPERATIONS, USA
FOREIGN CLAIMS COMMISSION #3
APO 759

PROBLEM PRESENTED:

What arrangements can be made, in connection with the opening of a new zone of operations, for the more effective and more prompt handling of rents, requisitions, billeting and claims?

FACTS BEARING UPON THE PROBLEM:

1. Insofar as the Western Task Force was concerned, there was not adequate planning, before landing in Africa, in connection with the problems of rentals and requisitions. The engineers were not given any responsibility regarding rents and requisitions until approximately two months after "D" day. During these two months there were no American officers assigned with full time responsibility for this highly important work. In the meantime, there was decided confusion and lack of coordination in the handling of rentals and requisitions, which were taken over for the first several weeks by G-1 Section, and, afterwards, by the G-4 Section with varying degrees of cooperation with the French Mission and Municipal Authorities. Due to the lack of advance plan of procedure, the great pressure of other problems, and the shortage of personnel in the G-4 Section, the technical details in connection with the handling of rentals and requisitions fell decidedly behind schedule. When the Real Estate Section, Engineers, AES, was finally put in charge of this work, resentment had arisen due to the fact that many leases had not been negotiated and payments were greatly delayed. This resulted in much ill will and misunderstanding towards the U.S. Army on the part of some of

1. Insofar as the Western Task Force was concerned, there was not adequate planning, before landing in Africa, in connection with the problems of rentals and requisitions. The Engineers were not given any responsibility regarding rents and requisitions until approximately two months after "D" day. During these two months there were no American officers assigned with full time responsibility for this highly important work. In the meantime, there was decided confusion and lack of coordination in the handling of rentals and requisitions, which were taken over for the first several weeks by G-1 Section, and, afterwards, by the G-4 Section with varying degrees of cooperation with the French Mission and Municipal Authorities. Due to the lack of advance plan of procedure, the great pressure of other problems, and the shortage of personnel in the G-4 Section, the technical details in connection with the handling of rentals and requisitions fell decidedly behind schedule. When the Real Estate Section, Engineers, ABS, was finally put in charge of this work, resentment had arisen due to the fact that many leases had not been negotiated and payments were greatly delayed. This resulted in much ill will and misunderstanding towards the U.S. Army on the part of some of the inhabitants of French Morocco.

2. When the Real Estate Section, Engineers, ABS, started functioning, there was almost a continual turnover in personnel during the first two months. The Engineers, naturally, have been primarily interested in their many technical engineering responsibilities with the result that the Real Estate Section has been considered of comparably minor importance. The Chief of the Real Estate Section has not had the opportunity to deal directly on important matters of policy with other Sections interested, such as the Judge Advocate,

t G.P.A., Civil, etc., or with the Commanding General or Chief of Staff. Due to the turnover and lack of assignment of personnel to the rents and requisitions activities, this Base Headquarters is still behind schedule as leases have not been signed on more than 200 pieces of property used by the U.S. Army.

3. An agreement has been worked out between the Claims Section and the Real Estate Section, Engineers, AFS, and the G-4 Section of the I Armored Corps whereby the Claims Section is handling, as claims, the rentals of property formerly occupied by I Armored Corps troops but no longer occupied. Most of these leases could have been settled in a mutually satisfactory fashion early in December rather than in April and May, provided there had been a well worked out plan and staff to handle same.

4. Up to the present, each lease has been handled as an individual problem. With proper planning in advance of, or in the early days of occupation; and by obtaining the cooperation of certain French officials and business specialists, it could have been possible to make a basic survey of properties available for bivouac areas, warehousing, billeting of troops, office space, etc. By having these properties appraised in advance, and knowing exactly what could be made available, the unfortunate competition between various Sections of the Army and between Army, Air Corps, and Navy, could have been eliminated. With proper planning and competent personnel, backed by proper policies, it would have been possible to work out and publicize a uniform schedule of rents in various zones and categories for warehousing, billeting, office space, etc. With such plans worked out, it would not have been necessary to take the great amount of time to individually negotiate each

the rentals of property formerly occupied by I Armored Corps troops but no longer occupied. Most of these leases could have been settled in a mutually satisfactory fashion early in December rather than in April and May, provided there had been a well worked out plan and staff to handle same.

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5. With a working knowledge of the plans for the proposed European movement, it should be possible to work out the approximate requirements of all types of real estate needed for each of the landing forces. Of

case, in the event the first troops ashore would take over the necessary bivouac areas, etc., If, however, a trained group of officers and men from Rents, Requisitions, and Claims Section, with no other duties or responsibilities, accompanied the first echelon, they could make proper surveys; and knowing the number and type of troops to land in the following few weeks, could work out practical plans for the properties needed. It is believed that estimates of properties required, based upon the number, type and missions of the troops involved, could be worked out fairly accurately in advance of the various echelons.

6. In the ABS, the billeting of individual officers and special groups arriving, such as nurses who are not sent to bivouac areas, is the responsibility of the Billeting Officer, who is under the Headquarters Commandant. During the first three months there was a great deal of confusion and misunderstanding caused by the various prices paid and the various ways in which billets were taken over by officers. It is believed that the obtaining of proper billeting space also should be a part of the Rents and Requisitions Section, so as to insure uniformity of rental prices and best use of properties available.

7. If the great movement of troops to Europe is to enemy countries, the Civil Affairs Section will be decidedly important. In the matter of rents and requisitions, it is understood that our various Army units would, even in enemy territory, attempt to make friendly arrangements for the rental of properties needed. In case of difficulty in this regard, rental officers would ask the Civil Affairs Section to requisition the properties needed. In the event that, after a comparatively few weeks, the countries invaded were declared friendly, in which case
2971
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required, based upon the number, type and missions of the troops involved, could be worked out fairly accurately in advance of the various echelons.

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7. If the great movement of troops to Europe is to enemy countries, the Civil Affairs Section will be decidedly important. In the matter of rents and requisitions, it is understood that our various Army units would, even in enemy territory, attempt to make friendly arrangements for the rental of properties needed. In case of difficulty in this regard, rental officers would ask the Civil Affairs Section to requisition the properties needed. In the event that, after a comparatively few weeks, the countries invaded were declared friendly, in which the Civil Affairs Section would probably "fold up", it would be advantageous for the Rents, Requisitions, and Claims setup to be directly under Commanding Generals rather than under Civil Affairs auspices.

8. It is probable that the next major movement of troops will be to countries now considered as enemy territories. If such is the case, no Claims Section would be immediately required. It is quite probable, however, that very suddenly such territories might be considered as friendly countries; and immediately, civilian claims would be recognized.

Consequently, it would be very advantageous to have Claims Commissions set up and ready for action in such territories. This Claims personnel could be utilized to decided advantage in the early days of the occupation, in rentals and requisitions activities. In the first World War, it was found decidedly advantageous to have a separate setup known as Rentals, Requisitions and Claims. It is believed that in the European operations, these three Sections, including billeting of organizations, should be coordinated under one Head. In such a plan, the Rentals, Requisitions and Claims Officers would have to be selected and trained for all communities where there will be any large concentrations of troops.

9. The main reason for the Foreign Claims Acts, under which the Claims Commissions are operating, is, by the expeditious payment of bona fide claims against the U.S. Army, to promote better feeling between the Army and inhabitants of occupied countries. Before the Task Forces came to the North African Theater of Operations, definite plans had been worked out in England for the handling of claims; and a large number of the officers and men, assigned to the respective Claims Sections, had had actual claims experience in England and Ireland. The advance claims detachments, with no other duties or responsibilities, went forward with the first echelons of the Task Forces to North Africa; consequently there was no great delay in setting up claims machinery there. The present setup of the Claims Commission, appointed by the War Department, working under the direction of MATCUSA, and the Chiefs of the Claims Sections being on the staffs of the Commanding Generals of the Task Forces (afterwards Base Sections), has made it possible to work out claims policies, standard throughout this Theater of Operations, and has insured the retention of claims personnel on the work assigned to them

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10. The Chief of the Real Estate Section, Engineers, ABS (Major Jenks) and his associate (Major Robinson), have spent much time working

out one which they believe to be practical in connection with the initial property availability survey, and with the proper zoning and classification of properties to be rented or requisitioned, and for the prompt settlement of same on fixed price schedules rather than as individual leases. Major Jenks, in civil life, is an architect with much experience in determining values of properties, a graduate of the Beaux Arts in Paris, and speaks French fluently. Major Robinson, formerly Vice President of the Atlas Corporation, is one of the best known business analysts in New York City, and has achieved a national reputation along these lines in the United States. He has worked out a practical plan to determine the loss of profits of organizations having their properties requisitioned. This is perhaps the most difficult and intangible type of claims which arises in connection with rentals and requisitions. Major Jenks and Major Robinson have organized the Real Estate Sections, Engineers, A.B.S., and have trained personnel to carry on should they be relieved of their present assignments for participation in the European program.

11. The President of Foreign Claims Commission #3, Colonel H.B. Bullis, has had experience as a member of the Claims Commission in England as well as in North Africa. He has given a great deal of thought as to the possible closer coordination between rents, requisitions, and claims. He helped select, and has worked with, a large majority of Claims Officers now in North Africa, and has been interested in the preparation of lists of officers and enlisted men who might, because of their special training and linguistic abilities, be of great assistance to a Rents, Requisitions, and Claims Section in Europe. He has had three years experience in policy planning as a member of the War

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ACTION RECOMMENDED:

1. It is recommended that, in the very near future, Colonel H.E. Bullis, O-155215, M. I., Major Barton P. Jerks, O-913897, A.U.S. and Major Matthew Robinson, O-918307, A.U.S. be relieved of their present assignments and added to the group working on the plans for the European invasion,

Declassified E.O. 12356 Section 3.3/NND No.

785015

-6-

and Given the responsibility of working out plans for Rents, Requisitions,
Billeting, and Claims in this new zone of operations.

H. E. BULLIS,
Colonel, M. I.
Pres., Claims Comm.

2360

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HEADQUARTERS

7 MAY 1943

N: 1979

FORCE 141

OUTGOING MESSAGE
ALLIED FORCE HEADQUARTERS

SECURITY CLASSIFICATION :

MOST SECRET - BIGOT-HUSKY

ORIGINATED BY : '2' (MAINT).....

AUTHENTICATION :
W.G. ROE, LT, COLTHIS SPACE
FOR SIGNAL
USE ONLY

(ACTION)

(ADDRESSES)

TO

MURRAY

(INFORMATION)

(ADDRESSES)

MURRAY FOR FORCE 545 TRIPRASE, TROOPERS, FREEDOM

FROM:

FORCE 141

REF. NO: Q/0043

DATE
TIME

MAY 070945 A

PRECEDENCE:
ROUTINE

MOST SECRET - BIGOT-HUSKY (.) TYPES OF FORMS TO BE USED IN HORRIFIED FOR
REQUISITIONING (A.B. 361) AND BILLING UNDER CONSIDERATION HERE CMA WITH
VIEW TO COMBAT POLICY BOTH TASK FORCES (.) REQUEST YOU OR TRIPRASE SEND
SAMPLES BY AIR OF THOSE NOW USED IN OCCUPIED KRENT TERRITORY CMA WHICH MIGHT
BE ADAPTED FOR USE IN HORRIFIED (.) ADDRESS Q MAINT FORCE 141 (.) CAN YOU
UNDERSTAND SECRET PRINTING OF APPROVED FORMS IN APPROPRIATE LANGUAGE IF

REQUIRED

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RAF
ECG
S.MO
Master Message File
FLOAT

 Internal Distribution by Q (MAINT) 1943
 141P/5523/C. - ACTION - 1 May 43
A
ATTN

SEE A

TO: ADDRESSES
 (INFORMATION)
 (ADDRESSES)
 FROM: FORCE 141
 REF. NO: Q/0043
 DATE: MAY 070945 A
 TIME: 1000Z
 ROUTINE

MOST SECRET - HILLOT-RUSKY (.) TYPES OF FORMS TO BE USED IN HORNIFIED FOR
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 TAP/3523/Q. ACTION 7 May 45

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g.s.o. I Please see and turn to 'P'.

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Are we a Q(Nat) not duplicating?

eg. Question of Soviet printing and which we have already called?

Can we all cater i (the type G Nat?)

Please see above we have called from 8/5. but it would be better if we had the printing Q(Nat)

'Q'

H.Q. 141 Force,
A.P.O. 512.
U.S. Army.

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9A

30 April, 45.

Walter Kahn, Esq.,
M.A.S.B.
5, Rue Professeur Curtillet,
ALGERES.

Dear Mr. Kahn,

I am writing this letter in re our telephone conversation of yesterday PM. We should appreciate it a great deal if you could give us the answers to the following questions:-

First:- What percentage of the automobiles in North Africa (or Algeria) only, if the other figures are not readily available, before the war were unavailable, i.e. permanently or semi-permanently out of commission, when we arrived? of trucks? Of tractors?

Second:- Of those cars available, what percentage had been converted to charcoal burners? Of trucks? Of tractors?

Third:- What is the fuel consumption of the average converted car? Truck? Tractor?

Fourth:- What is the source of the charcoal supply for this area. Is it adequate for converted vehicles?

Thank you for your cooperation in this matter. The information will be a great help to us.

Sincerely yours,

Frederick L. Graham,
Captain C.A.C.

2366

1427/7979/OA.

SHOWS ON HIRINGS AND CLAIMS
POLICY CONVICTIONS

27 Nov 43

Present:—
Major General the Lord Bunsell, of Ross, Col. Cedric,
Brigadier Statham, Brigadier Dunlop, Lt. Col.
Roe, Lt. Col. Harrell, Major Jenner, Major
Chadwick-Henley, Capt. Davis, Lt. Col. Munnay
Col. Sizer, Lt. Col. Spafford, Lt. Col. Bessley,
Capt. Graham.

7. **2001 JAS 1183A**

1. The O.C.A.O. outlined its position in regarding referring to Articles 425 and 426 of the Manual of Military Law and memorandum on the treatment of Enemy Property in O.T.A. (copy attached) and stated that these included items, the policy for the handling of private and public property in Occupied Territory.
2. Privately owned railways, canals and so on are classified under these regulations as "for direct military use".
3. In practice privately owned automobiles are requisitioned and paid for, and are not considered as being for direct military use except when so used by forces having combat.

REVISED BY 3/2002

I. REGISTRATION.

1. The C.C.A.O. outlined British practice in requisitioning referring to Articles 415 and 416 of the Manual of Military Law and mentioning "the treatment of Enemy Property in O.F.A." (copy attached) and stated that these laid down the policy for the handling of private and public property in Occupied Territory.

2. Privately owned railways, canals and so on are classified under these regulations as "for direct military use".

3. In practice privately owned automobiles are requisitioned and paid for, and are not considered as being for direct military use except when so used by forces during combat.

II. ASSET OF PAYMENT.

1. Officers authorized to requisition will do so by giving a proper note to the owner.

2. The C.C.A.O. suggested joint claims committee composed of:-

1 - Pay and Finance Officer.

1 - Civil Affairs Officer.

1 - Officer of the requisitioning unit, preferably representing the Division concerned.

(a) This committee would assess the value of the property requisitioned.

(b) It must be prepared to operate in the very early stages of the operation.

(c) It must, through the Civil Affairs officer, decide the amount of material that can still be requisitioned without detriment to the locality.

Capt. Graham (Civil Affairs) to prepare proposals for writing to these committees with their functions.

4. Policy on public transport and transport on air stage on page 23 of Tables on the Military Government of Occupied Enemy Territory - Part II. It is suggested that instructions for such that forces should be issued stating to which class will be authorized by force while securing it.

Table - 11 (Public Transport)

5. HIRINGS will be arranged in consultation with Civil Affairs officer as follows:-

- (a) British - through Director of HIRINGS
- (b) U.S. - through Engineer Service

6. Because of the American system of extending discretionary powers to Finance and Engineer Purchasing Officers to make payments in the field, it was decided that instructions be made up based on the British, American or a combination of the two systems which will bring purchasing to a common and unified level.

Action - 1. Remain with Civil Affairs.

III. CLAIMS

The discussion on claims evolved itself into the following points:-

1. There will be a Joint Advisory Claims Commission at Herbyfield consisting of six officers as follows:-

- 2 - Finance Officers.
- 2 - Claims Officers.
- 2 - Civil Affairs Officers.

2. One officer of each category will be British and one American.

3. This commission will be housed with Civil Affairs so claimants may address claims to it - but only through the local authority for Civil Affairs.

4. The mission of this body will be referred to the respective Claims Commissions (British and American) at A.F.H.Q.

5. The respective Commissions at A.F.H.Q. would in previous normally be guided by the views of the Advisory Committee in Herbyfield.

6. The powers of the British and American Claims Officers should be identical. These powers to be agreed.

Action - Civil Commissions.

7. Civil claims are asked to determine whether the claims of the American Claims Officers will be restricted.

IV. FORMS AND INSTRUMENTS

It was decided that:-

2. Draft of Application Forms to be printed in English, using the American Claims Officer form as a guide, should be submitted.

Action - Civil Commissions.

3. English Application Form will be printed in English and printed in English.

Further required, with sample form should be submitted.

Action - Civil Commissions.

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III. CLAIMS

The discussion on claims evolved itself into the following points:-

1. There will be a Joint Advisory Claims Commission as specified consisting of six officers as follows:-
 - 2 - Finance Officers.
 - 2 - Claims Officers.
 - 2 - Civil Affairs Officers.
2. One officer of each category will be British and one American.
3. This Commission will be housed with Civil Affairs so claimants may address claims to it - but only through the local authority for Civil Affairs.
4. The advice of this body will be referred to the respective Claims Commissions (British and American) at A.F.H.Q.
5. The respective Commissions at A.F.H.Q. would in practice normally be guided by the views of the Advisory Committee in Berlin.
6. The powers of the British and American Claims Officers should be identical. These powers to be agreed.
 - Action - Col. Goodwin.
7. Col. Sims was asked to determine whether the powers of the American Claims Officer would be restricted.

IV. FORMS AND DOCUMENTS

It was decided that:-

1. Draft of Registration Forms to be prepared in English, using the 1-1, North African form as basis, should be submitted.
 - Action - Col. Goodwin.
2. Drafts of Registration Forms will be prepared in French and printed in English.
 - Action - Col. Goodwin.
3. Existing forms without revision will be printed here in English and French. A copy will be sent.
 - Action - Col. Goodwin.
4. All forms sent to and available in U.S.
 - Action - Col. Goodwin.
5. A draft investigation on timing and United States policy co-ordinated between Berlin and Civil Affairs should be prepared.
 - Action - Col. Goodwin.

V. MEETING

The next meeting will be held at 1.30 hrs 5 May 63 in the 'A' Conference Room.

[Handwritten signature and notes]

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Declassified E.O. 12356 Section 3.3/NND No.

785015

DISTRIBUTION:

SAO (2)

OCAD

RE

'A'

Q (Maint.)

Civil Affairs

Eng. Sec. AFHQ

Hiring & Claims AFHQ

Financial Advisor AFHQ

Deputy Paymaster in Chief

Claims Sec. AFHQ

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(80)

The following has been approved for certain occupied enemy territories in Africa only. Specific authority must be obtained before any departure from the Manual of Military Law is made in other territory.

THE TREATMENT OF ENEMY PROPERTY IN O.E.A.

(References are to Land War Regulations)

SECTION ONE: Property which can be classified clearly as either public or private.

I. Private Movable Property. This may be divided into two classes:-

(a) Munitions of War. It is permissible to seize such property without making immediate payment. The articles are required to be restored at the conclusion of peace, or an indemnity must be paid for them. The party responsible for paying the indemnity will be named in the peace settlement (Art. 55, Par. 2). This procedure will be followed, and such articles as structural steel, heavy machinery, and building materials will be included under this heading. (W.O. telegram No. 75659 (F.1). As far as possible records will be maintained so that owners will be in a position to claim indemnity in due course.

(b) Property not susceptible of direct military use. According to law this may be requisitioned by the Army of Occupation and payment should be made as soon as possible. (Art. 52). Payment will be made both retrospectively and in future where owners are still present. (W.O. telegram No. 75659 (F.1). Where an owner is not present the Custodian will record a charge against the Army, on behalf of the absent owner, but no cash payment will be made by the Army.

II. Private Immovable Property. This may be requisitioned and made use of, and neither rent nor compensation may be claimed. It is agreed that rent will be paid to owners who are still present in the territory, in order to avoid hardship. (W.O. telegram No. 65142 of 5/5). Where an owner is not present the Custodian will keep records of the property so taken over, in order that the owner may be in a position to claim compensation at the close of hostilities in the event of funds being made available.

III. The decision to make payment to owners who are present (I-b and II) may be understood to include payment to the wives and families of absent owners where this appears to be justified by the circumstances.

IV. Such property may belong to a company or all of the shareholders being absent from the territories. Local discretion is granted to make full payments, even where no payment can be claimed, (either in full or in part, in which case the balance due would be recorded) where circumstances make it advisable, e.g. where the business cannot otherwise continue to operate. Where the business in question is operated by the Custodian, in the place of the absent owner, no payment will be made, but records will be kept for future settlement.

Special heavy machinery, and building materials under this heading. (W.O. telegram No. 75659 (F.1). As far as possible records will be maintained so that owners will be in a position to claim indemnity in due course.

- (b) Property not susceptible of direct military use. According to law this may be requisitioned by the Army or Occupation and payment should be made as soon as possible. (Art. 52). Payment will be made both retroactively and in future where owners are still present. (W.O. Telegram No. 75659 (F.1). Where an owner is not present the Custodian will record a charge against the Army, on behalf of the absent owner, but no cash payment will be made by the Army.

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III. The decision to make payment to owners who are present (I-b and II) may be understood to include payment to the wives and families of absent owners where this appears to be justified by the circumstances.

IV. Such property may belong to a company or all of the shareholders being absent from the territories. Local discretion is granted to make full payments, even where no payment can be claimed, (either in full or in part, in which case the balance due would be recorded) where circumstances make it advisable, e.g. where the business cannot otherwise continue to operate. Where the business in question is operated by the Custodian, in the place of the absent owner, no payment will be made, but records will be kept for future settlement.

V. Public Movable Property, such as cash, stores, rolling stock, etc. This may be seized, and no payment need be made. (Art. 55).

This procedure will be followed.

VI. Public Immovable Property.

(a) Of a military character (forts, dockyards, etc) is absolutely in the hands of the occupant for the duration of the war.

(b) Of a non-military character (public buildings, farms, mines) may be used by the occupant, but only as usufructuary. (Art 55)

This procedure will be followed, and no payment will be made in respect of such property.

SECTION TWO: Property which cannot be classified clearly as public or private.

There is any doubt whether certain property is public or private, as may frequently occur in the case of stores and supplies obtained from contractors, it should be considered to be public property unless and until its private character is distinctly proved.

I. Parastatal Institutions, General. The term "parastatal" has been found to be misleading, as it covers not only State concerns but those which are partly state and partly private concerns. It is not possible at this stage to classify them accurately, except in a very few cases, nor to determine the extent of private interests where they are known to exist.

In order that suitable records may be maintained against the time when it is possible to ascertain ownership and consider claims from private persons, all such institutions will be placed in the hands of the Custodian of Enemy Property, whether any interested parties are present in the territory or not. (U.O. telegram No. 75655 (7.1.)).

II. Parastatal Businesses.

(a) Where the business continues to operate.

Where it is desirable that such a business should function for the benefit of the Army or of the territory, the net sums payable to or due from C.E.P. under the agreement made with the concerned appointed to run the business, will be put through the accounts of the Custodian, who will be responsible for maintaining such records of the property concerned as will enable subsequent claims to be considered and for recording any net balances and net deficits accruing. The method of running the businesses will be decided by the competent authority locally, who will seek advice from the War Office if necessary.

In the event of profits accruing he will only pay out money to private persons if their claim to an interest is beyond doubt, if they are resident in the territory, and if the income is necessary to them in order to prevent hardship. This privilege may be extended to the wives and families of absent owners at discretion.

Where the Army or C.E.P. make use of such business (by purchasing its products, etc.) a charge will be recorded on a minimum basis only, and in no case will actual cash payment be made.

If as a result of this procedure the business is short of the funds it needs in order to operate, an advance will have to be made to it by the Custodian, who will in turn obtain funds for this purpose from the C.E.P. if necessary.

The Custodian, who will have a credit account with the C.E.P., will not hold a reserve of cash, but will only retain enough for his

II. Parastatal Businesses.

(a) Where the business continues to operate.

Where it is desirable that such a business should function for the benefit of the Army or of the territory, the net sums payable to or due from O.S.A. under the agreement made with the concerned appointed to run the business, will be put through the accounts of the Custodian, who will be responsible for maintaining such records of the property concerned as will enable subsequent claims to be considered and for recording any net balances and net deficits accruing. The method of running the businesses will be decided by the competent authority locally, who will seek advice from the War Office if necessary.

In the event of profits accruing he will only pay out money to private persons if their claim to an interest is beyond doubt, if they are resident in the territory, and if the income is necessary to them in order to prevent hardship. This privilege may be extended to the wives and families of absent owners at discretion.

Where the Army or O.S.A. make use of such businesses (by purchasing its products, etc.) a charge will be recorded on a minimum basis only, and in no case will actual cash payment be made.

If as a result of this procedure the business is short of the funds it needs in order to operate, an advance will have to be made to it by the Custodian, who will in turn obtain funds for this purpose from the O.S.A. if necessary.

The Custodian, who will have a credit account with the O.S.A., will not hold a reserve of cash, but will only retain enough for his current cash requirements.

(b) Where the business ceases to operate.

Where the business is not required to operate for the benefit of the Army or of the territory, the Custodian will either liquidate it and take charge of the assets, or allow it to continue on a care and maintenance basis, whichever course he considers better.

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IV. Movable Property of a Parastatal Business.

Such property will be treated as though it were State property, and therefore liable to seizure by the Army, without payment, but the Custodian will maintain records of any property so taken over in order that in the event of subsequent claims by private persons being proved, it will be possible to settle them.

There will be co-operation between the Army and O.T.A. to ensure that the property of a business in operation will not be requisitioned if such a course would interfere with the running of the business.

Local discretion is granted to make payments, under the conditions outlined in III(a) above, to private owners.

V. Immovable Property of a Parastatal Business.

All such property will be treated as though it were State property and therefore liable to be used by the Army if necessary.

There will be co-operation between the Army and O.T.A. as in IV above.

Local discretion is granted to pay rentals to private persons as in III(a) above.

NOTE:

Where damage is done to private movable or immovable property in the course of military operations or on the orders of our own forces, in pursuance of the "scorched earth" policy, care should be taken to avoid any promise of compensation to the owners. The answer to any enquiries from private owners must be that the question of compensation cannot be decided until after the conclusion of the war.

War Office (7.1.)
14.5.42.

(86)

GENERAL C. SUBSEQUENT MODIFICATIONS TO INTERDICT ON
THREATS OF ENEMY PROPERTY (0484/11, 14/3/42).

1. Heavy machinery, structural steel and building materials even when bona fide private property, should be treated as munitions of war under M.L.A.15 (W.O. to M.E. and E.A. 80059 - 2.4.42).
2. No payment should be made for requisitioned private enemy property, even when owners are present, unless essential to avoid economic disturbances or political unrest, which was sole reason for authorizing payment (W.O. to M.E. 81850 - 12.4.42).
3. Privately owned motor vehicles are regarded as susceptible of direct military use and thus fall under para 415 101.; and Para. 1 (a) Section One of Memorandum 0484/15; payment may, however, be made for them and other property susceptible of direct military use if essential to avoid economic disturbances or political unrest in the same way as requisitioned property. (W.O. to M.E. 93057 - 5.6.42).
4. All property classified as susceptible of direct military use should be treated accordingly. The ultimate use to which the material may be put is immaterial (W.O. to M.E. and E.A. 98014 - 27.6.42).
5. "Needs of Army of Occupation" should mean "Needs of the Army of the Occupying Power wherever located", and not be confined to that part of the Army located in the territory concerned. (W.O. to M.E. and E.A. 98014 - 27.6.42).
6. If property can be moved it should be regarded as movable. (W.O. to M.E. and E.A. 98014 - 27.6.42).
7. Where it has been decided that immediate payment is necessary for seized or requisitioned goods, reasonable prices should be paid (W.O. to M.E. 97228 - 24.6.42).

War Office (P.5)
1st April, 1943.

Declassified E.O. 12356 Section 3.3/NND No.

785015

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MOST SECRET

141F/3921/1

HQ FORCE 141

26 Apr 43

SUBJECT: Hirings & Claims.

TO:

A
Civil Affairs
Engineer Section(A) } Force 141.

Hirings & Claims (Br) }
Claims Sec (U.S.) } A.F.H.Q.
Financial Adviser(Br) }
D.F.L.C. (Br) }

1. A meeting is being held in the 'A' Conference Room, H.Q. Force 141 at 1430 hrs Tuesday 27 Apr to discuss the HUSKY Hirings and Claims policy.

2. It would be appreciated if you would send a classified representative.

HEADQUARTERS
DATE 26 APR 1943
N: 7992-7979
FORCE 141

W. G. Lee 24 Apr
for Brig.,
DAS-NG.

2358 R

MPN/o

SECRET

MOST SECRET

141F/197/CA

PROPOSALS FOR JOINT CLAIMS COMMITTEES - FIELD - II

1. It is proposed that joint claims committees be formed for each Division concerned in Operations on Horrified.
2. These committees will be composed of:-

One Pay and Finance Officer,
One Civil Affairs Officer,
One Member of Acquisition Division.
3. One member of the committee will be British and one American, the Divisional representative to be British or American as the case may be.
4. The functions of these committees will be as stated in I.

Hq 141 Force.
29 Apr 43.

Frederick L. Graham,
Captain C.A.C.
Civil Affairs.

BIGOT.

MOST SECRET.

14/F/79/CA.

PROPOSAL FOR JOINT CLAIMS COMMITTEES - PIERD - I

1. It is proposed that joint claims committees be formed for each large city plus one or more for each province depending on the size, number of people and geographical problems there of.

2. These ^{committees} cities will consist of:-

One Civil Affairs Officer
One Pay and Finance Officer,
One Member of Requisitioning Unit, preferably of the
Division concerned.

3. There will be one British and one American member on each committee, the Division representative to be British or American as the case may be.

4. The functions of these committees will be two fold:-

- (a) To assess the value of private movable and immovable property requisitioned.
When doubt exists as to the status of property (whether private or parastatal) assessment should be made and submitted with a notation to that effect.
- (b) To assess, through the Civil Affairs member, the amount of goods, and materials that can still be requisitioned without detriment to the community.
To make these estimates, the Civil Affairs member should have on hand necessary data on the needs of communities concerned.

HQ 141 Force.
29 Apr 45.

Frederick L Graham,
Captain C.A.C.
Civil Affairs.

See Civil Affairs Office

One Pay and Finance Officer,
One Member of "equilibrating Unit, preferably of the
Division concerned.

3. There will be one British and one American member on each committee, the Division representative to be British or American as the case may be.

4. The functions of these committees will be two fold:-

- (a) To assess the value of private movable and immovable property requisitioned.
When doubt exists as to the status of property (whether private or parastatal) assessment should be made and submitted with a notation to that effect.
- (b) To assess, through the Civil Affairs member, the amount of goods, and materials that can still be requisitioned without detriment to the community.
To make these estimates, the Civil Affairs member should have on hand necessary data on the needs of communities concerned.

HQ 141 Force.
29 Apr 43.

Frederick L Graham,
Captain C.A.C.,
Civil Affairs.

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HEADQUARTERS

DATE 26 APR 1943

N: 707 7979

FORCE 141 MS

Ref: US(1) 579 dated 19 April 43.

1. (a) From the point of view of available supplies the local resources of the island are limited. They may be summarized as follows:

Cereals (including Potatoes)
 Citrus fruits.
 Vegetables.
 Animals.
 Sheep.
 Goats.

2. According to the latest available information, the production of the main agricultural items was in 1940:-

	1940	Percentage of Italian Total.
(1) Wheat	885,000	12
(2) Oats	1,100	7
(3) Barley	55,700	2
(4) Beans	58,300	5
(5) Potatoes	4,300	6
(6) Citrus	50,000	5
(7) Goats	453,000	5
(8) Sheep	4,300	42
(9) Chickens	67,300	7
(10) Pigs	543,300	7
(11) Eggs	168,000	15
(12) Vegetables	2,000	13
(13) Potatoes		
(14) Citrus		
(15) Animals		
(16) Sheep		
(17) Goats		
(18) Chickens		
(19) Pigs		
(20) Eggs		
(21) Vegetables		
(22) Potatoes		
(23) Citrus		
(24) Animals		
(25) Sheep		
(26) Goats		
(27) Chickens		
(28) Pigs		
(29) Eggs		
(30) Vegetables		
(31) Potatoes		
(32) Citrus		
(33) Animals		
(34) Sheep		
(35) Goats		
(36) Chickens		
(37) Pigs		
(38) Eggs		
(39) Vegetables		
(40) Potatoes		
(41) Citrus		
(42) Animals		
(43) Sheep		
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(45) Chickens		
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(50) Citrus		
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(189) Chickens		
(190) Pigs		
(191) Eggs		
(192) Vegetables		
(193) Potatoes		
(194) Citrus		
(195) Animals		
(196) Sheep		
(197) Goats		
(198) Chickens		
(199) Pigs		
(200) Eggs		

(In round times no exact census exists)

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It should be noted that local production is more than sufficient to provide the major foodstuffs for the population, from which it may be assumed that certain of the commodities enumerated above will be available for local markets.

3. The policy to be followed is that every effort must be made to obtain supplies by local purchase and not requisitioning.

4. It is agreed that with C.I., S.I., Corps and Army Corps, details are one of his officers for local purchase division, and that as far as Corps and Army are concerned co-ordination should be the duty of the Major on the establishment of

2. According to the latest available information, the production of the main agricultural items was in 1941:-

		Percentage of Italian Total.
(i) Wheat	395,000	12
(ii) Rye	1,100	7
(iii) Barley	55,700	25
(iv) Oats	50,300	5
(v) Maize	4,300	2
(vi) Potatoes	50,500	5
(vii) Beans	123,000	12
(viii) Chick Peas	4,300	7
(ix) Olives	57,300	7
(x) Citrus Fruit	23,300	12
(xi) Tomatoes	165,200	12
(xii) Apples	2,000	15
(xiii) Vegetables		
(xiv) Wine		
(xv) Other		
(xvi) Total		235

It should be noted that local production is more than sufficient to provide the major foodstuffs for the population, from which it may be ascertained that certain of the commodities enumerated above will be available for local purchase.

3. The policy to be followed is that every effort must be made to obtain supplies by local purchase and not requisition.

It is agreed that each C.A.S. (C.A.S. 100, 200 and 300) should use one of his officers for local purchase duties, and that as far as possible and may be concerned co-ordination should be the duty of the Major in the establishment of C.A.S. of any type.

In addition it is intended that there should be a D.A.S. (Local Purchase) in the C.A.S. Directorate of Force H.Q. This officer will co-ordinate all local purchase and requisitions in collaboration with the ^{any} central supply board which may at a later date be set up.

5. In view of this and the limited local purchase resources of the country it is not considered that the addition of an officer etc. to each base and area purely for local purchase duties is necessary.

W. P. Plesner
Colonel,
D.A.S. (Local Purchase)
(H.Q. 200, 200)

H.Q. Force 101.

Copy to: C.A.S., (Paint), Civil Affairs, C.A.S., H.Q.

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Declassified E.O. 12356 Section 3.3/NND No.

785015

SUBJECT: Treatment of Enemy Property in OTA

POST SECRET

3A

141F/7807/9A

23 Apr 45

(Maint)

Herewith three copies each of a memorandum on above and of a note on subsequent modifications of the same paper.

The papers which may be useful in connection with the projected meeting on Monday next should be read subject to the Headnote on the memoranda.

It will also be borne in mind that the papers were prepared in connection with wholly British occupied Territory.

We confirm that we should like Brig. Stan ~~son~~, D.P.I.O. to be invited to the meeting.

HQ 141 force.

Lt. Col.
for Major General,
Civil Affairs.

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SUMMARY OF SUBSISTENT MODIFICATIONS TO MEMO. 1 ON
TREATMENT OF MILITARY PROPERTY (0184/43. 14/5/42).

1. Heavy machinery, structural steel and building materials even when bona fide private property should be treated as munitions of war under W.L. 415 (W.O. to W.R. and E.A. 80059 - 2.4.42).
2. No payment should be made for requisitioned private enemy property, even when owners are present unless essential to avoid economic disturbances or political unrest, which was sole reason for authorizing payment (W.O. to W.R. 81850 - 12.4.42).
3. Privately owned motor vehicles are regarded as susceptible of direct military use and thus fall under para. 415 W.L., and Para. 1(a) Section One of Memorandum 0184/43; Payment may, however be made for them and other property susceptible of direct military use if essential to avoid economic disturbances or political unrest in the same way as requisitioned property. (W.O. to W.R. 93057 - 5.5.42.) 2354
4. All property classified as susceptible of direct military use should be treated accordingly. The ultimate use to which the material may be put is immaterial (W.O. to W.R. and E.A. 98014 - 27.6.42)
5. "Needs of Army of Occupation" should mean "Needs of the Army of the Occupying power wherever located" and not be confined to that part of the Army located in the territory concerned. (W.O. to W.R. and E.A. 98014 - 27.6.42.)
6. If property can be moved it should be regarded as movable. (W.O. to W.R. and E.A. 98014 - 27.6.42).
7. Where it has been decided that immediate payment is necessary for seized or requisitioned goods, reasonable prices should be paid (W.O. to W.R. 97228 - 24.6.42).

War Office (P.5)
1st April, 1943.

(3)
The following has been approved for certain occupied enemy territories in Africa only. Specific authority must be obtained before any departure from the Manual of Military Law is made in other territories.

THE LAW OF WAR IN AFRICA

(References are to land war regulations).

SECTION ONE: Property which can be classified clearly as either public or private.

I. Private Property. This may be divided into two classes:-

(a) Unsuitable for war. It is permissible to seize such property without making immediate payment. The articles are required to be restored at the conclusion of peace, or an indemnity must be paid for them. The party responsible for paying the indemnity will be named in the peace settlement (Art. 53, para. 2). This procedure will be followed, and such articles as structural steel, heavy machinery, and building materials will be included under this heading. (N.O. telegram No. 75659 (7.1). As far as possible records will be maintained so that the owners will be in a position to claim indemnity in due course.

(b) Property not susceptible of direct military use. According to law this may be requisitioned by the Army of Occupation and payment should be made as soon as possible. (Art. 52). Payment will be made either retrospectively and in future where owners are still present. (N.O. telegram No. 75659 (7.1). Where an owner is not present the Custodian will record a charge against the Army, on behalf of the absent owner, but no cash payment will be made by the Army.

II. Private Immovable Property. This may be requisitioned and made use of, and neither rent nor compensation may be claimed. It is agreed that rent will be paid to owners who are still present in the territory, in order to avoid hardship. (N.O. telegram No. 69442 of 5/5). Where an owner is not present the Custodian will keep records of the property as above, in order that the owner may be in a position to claim compensation at the close of hostilities in the event of funds being made available.

III. The decision to make payment to owners who are present (I-a and II) may be understood to include payment to the wives and families of absent owners where this appears to be justified by the circumstances.

IV. Such property may belong to a company, some or all of the shareholders being absent from the territories. Local discretion is granted to make full payments, even when no payment can be claimed, either in full or in part, in which case the balance due would be recorded) where circumstances make it advisable, e.g. where the business cannot otherwise continue to operate. Where the business in question is operated by the Custodian, in the place

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(b) Property not susceptible of direct military use. According to law this may be requisitioned by the Army of Occupation and payment should be made as soon as possible. (Art. 52). Payment will be made with retroactivity and in future where owners are still present. (A.O. telegram No. 74693/P.1.) Where an owner is not present the Custodian will record a charge against the Army, on behalf of the absent owner, but no cash payment will be made by the Army.

II. Private Immovable Property. This may be requisitioned and made use of, and neither rent nor compensation may be claimed. It is agreed that rent will be paid to owners who are still present in the territory, in order to avoid hardship. A.O. telegram No. 63442 of 5/5). Where an owner is not present the Custodian will keep records of the property as taken over, in order that the owner may be in position to claim compensation at the close of hostilities in the event of funds being made available.

III. The decision to make payment to owners who are present (I-b and II) may be understood to include payment to the wives and families of absent owners where this appears to be justified by the circumstances.

IV. Such property may belong to a company, some or all of the shareholders being absent from the territories. Local discretion is granted to make full payments, even where no payment can be claimed, (either in full or in part, in which case the balance due would be recorded) where circumstances make it advisable, e.g. where the business cannot otherwise continue to operate. Where the business in question is operated by the Custodian, in the place of the absent owner, no payment will be made, but records will be kept for future possible settlement.

V. Mobile Immovable Property. such as cash, stores, selling stock, etc. This may be seized, and no payment need be made. (Art. 53). This procedure will be followed.

VI. Public Immovable Property. 2352
(a) of a military character (forts, dockyards, etc.) is automatically in the hands of the occupant for the duration of the war.
(b) of a non-military character (public buildings, farms, mines) may be used by the occupant, but only as usufructuary. (Art. 50).

This procedure will be followed, and no payment will be made in respect of such property.

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SECTION 204 property will cannot be classified clearly as public or private.

I. Where there is any doubt whether certain property is public or private, as may frequently occur in the case of stores and supplies obtained from contractors, it should be considered to be public property unless and until its private character is distinctly proved.

II. Parasutal Institutions, General. The term "parasutal" has been found to be misleading, as it covers not only State concerns but those which are partly State and partly private concerns. It is not possible at this stage to classify them accurately, except in a very few cases, so to determine the extent of private interests where they are known to exist.

In order that suitable records may be maintained against the time when it is possible to ascertain ownership and consider claims from private persons, all such institutions will be placed in the hands of the Custodian of Enemy Property, whether any interested parties are present in the territory or not. (H.O. telegram No. 75029(P.I.).

III. Parasutal Institutions.

(a) Where the business continues to operate.

Where it is desirable that such a business should function for the benefit of the Army or of the territory, the net sum payable to or due from S.I.A. under the agreement made with the concern appointed to run the business, will be put through the accounts of the Custodian, who will be responsible for maintaining such records of the property concerned as will enable subsequent claims to be considered and for recording any net balances and net deficits accordingly. The method of running the business will be decided by the competent authority locally, who will seek advice from the War Office if necessary.

In the event of profits accruing he will only pay out money to private persons if their claim to an interest is beyond doubt, if they are resident in the territory, and if the loss is necessary to them in order to prevent hardship. This privilege may be extended to the wives and families of absent owners at discretion.

Where the Army or S.I.A. make use of such a business (by purchasing its products, etc.) a charge will be recorded on a minimum basis only, and in no case will any actual cash payment be made.

If as a result of this procedure the business is short of the funds it needs in order to operate an advance will have to be made to it by the Custodian, who will in turn obtain funds for this purpose from the S.I.A. if necessary.

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(a) Where the business continues to operate,

where it is desirable that such a business should function for the benefit of the Army or of the territory, the net assets payable to or due from G.I.s, under the agreement made with the concern appointed to run the business, will be put through the accounts of the Custodian, who will be responsible for maintaining such records of the property concerned as will enable subsequent claims to be considered and for recording any net balances and net deficits arising. The method of running the business will be decided by the competent authority locally, who will seek advice from the War Office if necessary.

In the event of profits accruing he will only pay out money to private persons if their claim to an interest is beyond doubt, if they are resident in the territory, and if the income is necessary to them in order to prevent hardship. This privilege may be extended to the wives and families of absent owners at discretion.

Where the Army or G.I.s make use of such a business (by purchasing its products, etc.) a charge will be recorded on a minimum basis only, and in no case will any actual cash payment be made.

If as a result of this procedure the business is short of the funds it needs in order to operate an advance will have to be made to it by the Custodian, who will in turn obtain funds for this purpose from the G.I.s, if success any.

The Custodian, who will have a credit account with the G.I.s, will not hold a reserve of cash, but will only retain enough for his current cash requirements.

(b) Where the business ceases to operate.

Where the business is not required to operate for the benefit of the Army or of the territory, the Custodian will either liquidate it and take charge of the assets, or allow it to continue on a care and maintenance basis, whichever course he considers better.

III. Interstate Business.

(a) Where the business continues to operate,

where it is desirable that such a business should function for the benefit of the Army or of the territory, the net assets payable to or due from G.I.s, under the agreement made with the concern appointed to run the business, will be put through the accounts of the Custodian, who will be responsible for maintaining such records of the property concerned as will enable subsequent claims to be considered and for recording any net balances and net deficits arising. The method of running the business will be decided by the competent authority locally, who will seek advice from the War Office if necessary.

In the event of profits accruing he will only pay out money to private persons if their claim to an interest is beyond doubt, if they are resident in the territory, and if the income is necessary to them in order to prevent hardship. This privilege may be extended to the wives and families of absent owners at discretion.

Where the Army or G.I.s make use of such a business (by purchasing its products, etc.) a charge will be recorded on a minimum basis only, and in no case will any actual cash payment be made.

If as a result of this procedure the business is short of the funds it needs in order to operate an advance will have to be made to it by the Custodian, who will in turn obtain funds for this purpose from the G.I.s, if success any.

The Custodian, who will have a credit account with the G.I.s, will not hold a reserve of cash, but will only retain enough for his current cash requirements.

(b) Where the business ceases to operate.

Where the business is not required to operate for the benefit of the Army or of the territory, the Custodian will either liquidate it and take charge of the assets, or allow it to continue on a care and maintenance basis, whichever course he considers better.

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Declassified E.O. 12356 Section 3.3/NND No. 785015

- 3 -

IV. Movable Property of a Parastatal Business.

Such property will be treated as though it were State property, and therefore liable to seizure by the Army, without payment, but the Custodian will maintain records of any property so taken over in order that in the event of subsequent claims by private persons being proved, it will be possible to settle them.

There will be co-operation between the Army and O.F.A. to ensure that the property of a business in operation will not be requisitioned if such a course would interfere with the running of the business.

Local discretion is granted to make payments, under the conditions outlined in III(a) above, to private owners.

V. Immovable Property of a Parastatal Business.

All such property will be treated as though it were State property and therefore liable to be used by the Army if necessary.

There will be co-operation between the Army and O.F.A. as in IV above.

Local discretion is granted to pay rentals to private persons as in III(a) above.

NOTE:
Where damage is done to private movable or immovable property in the course of military operations or on the orders of our own forces, in pursuance of the "scorched earth" policy, care should be taken to avoid any promise of compensation to the owners. The answer to any enquiries from private owners must be that the question of compensation cannot be decided until after the conclusion of the war.

War Office (F.1.)
14.5.42.

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