WAR/W2G/1#20 (Incerial Porce 122) MISCELLUIDOUS ( cheral) C.S. 19 42. No. 51,12. SUBJECT. Mr. H. Luxton. 19 42. 24th July. REQUESIBLE VIREGORG BY MELTE RY ... UPHORTUINS. Previous Paper. See 5/20/31 I. Letter from Mr. I. Luxton of 21, 7. 42. 2. Letter from Mr. N. Laston of 34. 7. 42. Telegram to hr. Luxton, Chartres of 7/8/42. 3 un. 10/8/42. 4-5. Lopy of letter to dor. huscion from O.C., F.I. Garribon of 8.8.42. 6. Telegram from W. Luxton bharties of 9/8/+2. 7. Apinute to O. C. Troops of 11. 8. 42. A. (8) 4.E 7. y. i. NB 12. 11. 43 9. Letter from o/c., troops of 10.5. 45. .... 16.5.45. 10. V (11) from Col Sec. my Barnes has now completed throng at: the assume bamp of land belonging to to matin in addition to the fito he has also to the Subsequent Paper. presented also accounting to billers 00 hid of reads approximatily from many Barner

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122 Itmour able Colonial Sentany. The work has been Salisfactorily camed out. ANS. 20.1×45. E

hetter to Undes Sec. of State, War Office, of 25.9-45 14. O. ife Treasury So note. Clease effect payment to her. Barnes. 16. 25.9.45.

Hou C.S. to nu Barnes. Ito nu Barnes.

phok Ty. 12

C.S.O. No. 94/42 Inside Minute Paper. Sheet No.  $\mathcal{O}\mathcal{O}$ 17. Manager F.I.C. is Orgung about could a Melay Camp. Who pays? Not his Gul & hund . MC 23/ 18 10/ Jul 18. a. D. Please reply to A. E's memo above word for C.S. 21.7.47 19 Hours Shis ishouth be paid by the was office pl. Pl. see (9). 21/7 20 17 ho has no anthonity to , pay It is for w.D. K pay F.C. Low, or for as in know. Three The when

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C.S.O. No.....

Merris, to Executive Couriel of 13/9/54.

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Inside Minute Paper.

Sa

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PA V3.6

Sheet No.

Headquarters, Falkland Island Garrison, Stanley.

5+

8th.August, 1942.

Ref: D/U/1.

Dear (Mr.Luxton)

I understand from the Colonial Secretary that you are worried about your house, in which we have to billet nine officers.

The position is that we are about to use 5 bedrooms and the drawing room to house them. More living space only is required - no furniture - or linen, bare rooms only are needed. The furniture has I understand been moved into disused rooms, leaving only the room occupied at present by Mr. Evans. Heating is not required and the extra electricity used will be paid for. For the space provided we are allowed to pay you only twopence a night, per. officer. Any damage done, over and above fair wear and tear, will be paid for.

Occupation will be temporary only, for a few months at the outside. As the permanent camp is built, so shall I move the troops to it from Port Stanley by degrees. I promise you that I shall have your house vacated at the earliest possible date. I cannot say definitely but I hope to be able to do this by early December - sooner if I can.

I have no power or wish whatever to control your movements as regards coming to Port Stanley, but have to make clear that the accommodation as stated will be occupied at Stanley Cottage.

I need not say how much 1 regret the inconvenience which is being caused to you, but the position has been forced upon me by dire necessity. The alternative would be for the troops to sleep on the open moor, and I am sure you would be willing to help in avoiding such a drastic proceeding at this time of the year.

Yours, etc.

(Sgā) Colonel. Commanding, Palkland Islands Garrison.

To:- K. L. LUXTON Esq., CHARTEDS.

5 Sear Gradley, J Thave not received for you you the "Luxton" correspondence, Int-) took the opportunity Foriting to him to- day turdore a copy of the letter. Thopse it fills the till, as ugandy his queries. Your mining 8 812

No. 0/1/12. MINUTE. (It is requested that, in any refer-11th August. 19 42. ence to this minute. the above Number and the date may be quoted). To The Officer Commanding Treeps From The Colonial Secretary, STANLEY. Stanley, Falkland Islands. Ledis 1, 2, 3 x 6.

I have the honour to transmit two letters (inoriginal) received from Mr. Keith Luxton of Chartres, West Falkland, together with copies 7.8.42. of telegrams which have been exchanged.

2. The matters dealt with therein are purely of Military concern.

Colonial Secretary.

abject :- . . installations - Fall:land Islands.

To:+

Bie Under-Detre tary of States The TOffice 012 012 - J.

St Garante

122/02/ /152/00

Camander, 10/1:-Malkland Islands Force. 

11 Toy 13.

Sir,

With reference to your letter 118/Abroad/1540 (L.B.) of Aug 43.

1. Attached at Appendix "A" is a list of the properties that have been hired on behalf of the War Department in the Felkland Islands, with the following description in respect of each property :-

- (a) Luce tion.
- (1) There and Address of owner.
- (c) lient.
- (a) irea and Mature of Site.
- (8) Approximate value of property.
- (f)Description of works and mildings erected by 1.5.

Further general information on the above and also on the other headings in your letter are dealt with in the following paragraphs.

10 Approximete Cost. - It has been impossible to give a figure that could in ony way be taken as an approximation. All the materials with the exception of those paid for loc Liy or purchased in South America were shipped out with the original Porce in ... my and June 1942. To civilian labour was employed and the building of the Company ( now Artison Works Coy.), that left against with the Porce in May 1942 and re-embarized from have for ingland in my 1943, assisted by large vorting parties from the remainder of the Taymonts unde locally for timber, bricks and hire of machinery totallod Force, 314055-19-10d, 3750-1-4a of which was paid locally and the remainder paid in London by the ar Office.

medial conditions concerning tenure and reinstatement, and Hability of 3. The opproved form of agreement for the hire of land as set forth in

appendix W of annal of agineer services for 1940 has been used as a guide for the agreements drawn up. All agreements have been made for a tenu of three or lender months and thereafter during such time as shall be required; the agreements may be determined at my time of ter the expiration of the first three months on giving the Landlord seven days notice in writing. The clauses regarding payments of head rent etc. by the Londlord, crection of buildings on the property and their removal are the sure as in the opproved form of spreasent. . . clause has been inser ed making the for Department Hable for repair of certain fences.

Tith regard to reinstatement, the or Department has been made Liablo to restore the property or pay compensation in lieu thereof, and in case of any dispute as to the amount of the compensation the same to be referred to the erbitration of a single arbitrator to be agreed upon between the parties, or, failing such agreement, to be nominated by his Excellency the Governor of the Faikland Islands. In the case of land the property of the Colonial Covernment, His Excellency the Covernor did not consider any agreement necessary as both parties represented the

Grown; however an understanding has been entered into that the land be restored or matually ogreed compensation be paid in lieu thereof.

Under the Compensation (Defence) Ordinance 1942 Falkland Islands, it is Laid down, in regard to compensation in respect of land that is taken possession of by emergency powers, that the sum paid as compensation shall be equal to the cost of making good any damage to the lend which may have accurred during the period for which possession thereof is so retained, no account being taken of fair wear and tear of demoge caused by actual for Operations. The total aum payable as compensation under the ordinance is not greater than the value of the land at the time when possession thereof was taken. The ordinance also allows for compensation to be paid in respect of the doing of work on land where possession is not taken; in this instance compensation is only payable if the condition of the land is not restored and only if the samuel value of the land is diminished by reason of the doing of the work and the incount of compensation pa able, is, in the first instance, to be a sum calculated by a reference to the diminution of the annual value of the land accribed to the doing of the work.

In cases where agreement as to the amount of compensation to be paid cornot be reached, the Ordinance makes provision for the dispute to be referred to and determined by a General Tribunal of not less than five persons to be appointed by the Governor.

-10 Requisitioning was found to be unnecessary as all Re uisitions. parties concerned were willing to enter into normal agreement. Should it have been necessary to resort to requisitioning the necessary powers are given the Governor in Section 43 of the Falkland Islands Defence Regulations 1939.

5.

## Approximate extent and gost of improvements made by War Department.

With regard to the only building leased by the War Department, no alterations or additions of any kind have been made, except a ten-yard sleeper track has been leid from the road to the door. On the remaining sites the only works done by the War Department that can in any way be considered to be improvements are :-

- (a)The laying of water mains to serials 2 and 3, and also the Hy.A. A. Comp site of serial 3 (a).
- (b)Three sewage outfalls into the harbour have been made on site 3 and one on site 2.
- (c)Construction of a jetty, capable of carrying a load of 11 tons, leading off serial 5.

It is impossible to give a cost or value of these improvements, as it is impossible to forecast any future growth of the town of Stanley.

6.

7.

Approximate Satinate of cost of reinstatement. All land leased was pasture hand and the work to be done to reinstate it in its former condition will entsil :-

- (a)
- Devolition of present buildings and concrete bases.
- (b) (c)
  - Removal of rubble and stone from roads.

Ploughing the land and sowing with a seed suitable for pasture.

It is considered that the land would be ready for use as pasture during the second year after the sowing.

To give an approximate estimate of the cost entsiled in the reinstatement is impossible as there is no contractor on the islands who would be likely to undertake the work and neither is there sufficient labour in the island to complete the work in a reasonable time. All the Farms, sheep farming being the island's only industry, are at present understaffed using to the calling up of men to serve full time in the Local Defence Force, and so the labour position is hardly likely to ingrove on demobilisation. It is possible that labour could be imported from South America, but the local Colonial Government would most likely be against this, and in any case the cost would be very great.

Notes on Fost ar Value of Property.

Civil - Certain of the buildings would have a certain value for civilian pur 10.

- There most likely would be a demand for a number of Nissen huts at a low (a) figure for re-erection on the fams.
- The steel sectional buildings most likely would be purchased by the (b) Falkland Islands Company, especially as the jetty built would allow lighters to be unloaded nearby.
- Certain of the buildings on sites may be taken over by the Colorial (o) Government as a school, but this question is bound up with the future policy of the Colonial Government, and no definite possibility along these lines can be considered.
- The price forthcoming would be low as the market would be relatively (d) small and the prospective buyers would almost certainly form a union cmongst themselves to keep the price as low as possible and act bid one against another.
- There might be a possibility of a contractor in South America being (e) interested in purchasing the Comps as they stand and dismantling, reinstating and exporting the Huts. It has of course not been possible to take any enquiries along these lines.
- Approximately 28,000 worth of South American timber was used for floors (f) etc. in the erection of the Camps. This should be saleable at the normal market price.

В

4 P

<u>litary</u> - The justion of a lost for filitary Requirement and the period of such requirement is solely a matter for the Experial Covernment. All that can be sold at the moment is that it is unlikely that the present 5/A Can sites will have to be altered as they are sited to protect the neval establishments in the port, and also the present camp site cannot be bettered should more permanent barracks need to be built.

- 6. General Details re arding :-
  - (a) Pacilities for comulsory purchase.

The Covernor, under the "rublic Londs Ordinance 1902" (Folkland Islands) has power to purchase compulsorarily any land necessary for any military or neval purposes to be carried out at the expense of the Experial Covernment.

(b) Regulations for erning marchase rice.

Under the "Lond Ordinance 1903" (Falkland Islands) when the Covernment is welling maste land the uppet prices in sales by suction are 8100 per acre for Town Land and #2 per acre for suburbon land.

(c) <u>Special local or political difficulties connected with possible</u> purchase.

There would be no legal or political difficulty with regard to possible purchase.

9. Istingtes We has of for Department buildings for sale or removed and period of extended retention for purchase of sale.

Other than the notes under the heading of the divilian lost for Value, no further information can be given on this point.

> I have the honour to be, Sir, Nour obedient acreant,

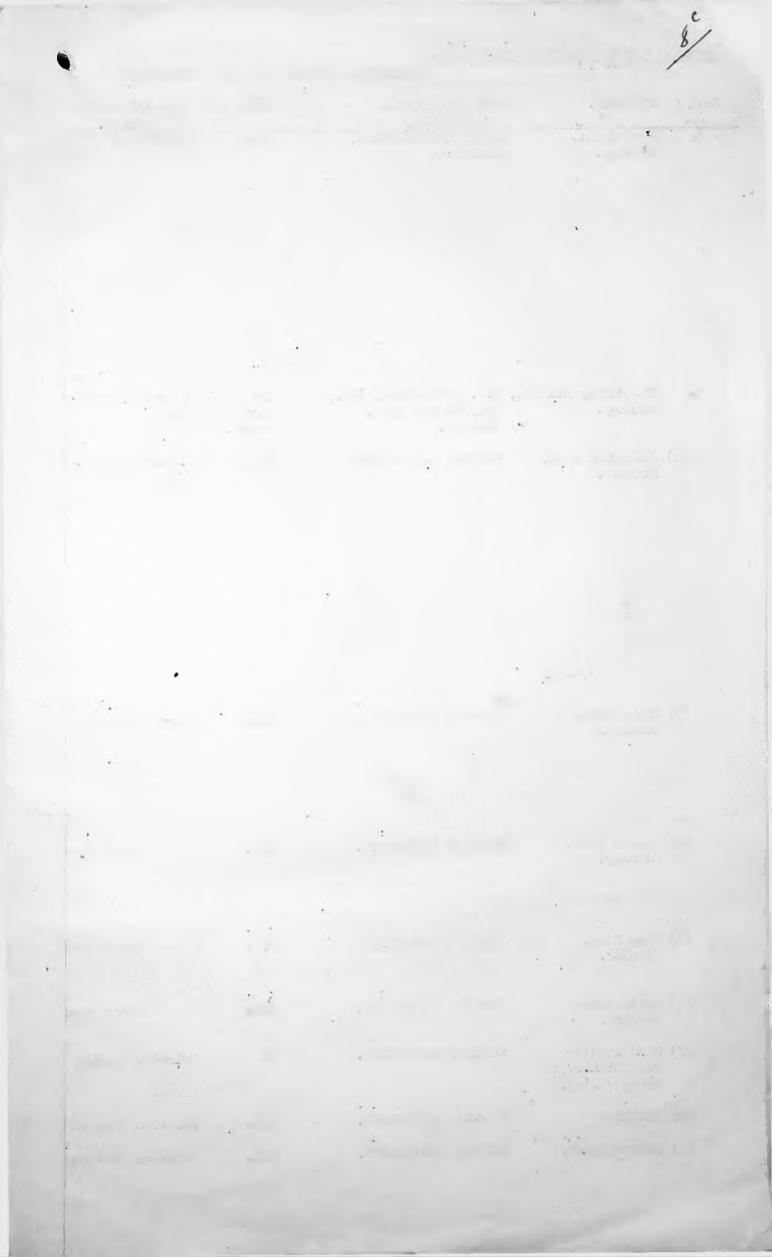
how were Colonel.

8<sup>B</sup>

Commanding, Falkland Islands Force.

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Copy to :- Ho.Col.Secretary Falkland Islands.



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						Concrete floors and Shelter for 3 L.A.
7.	The Murray Hoight; Stanley.	s, W.J. INTCHINSON, ESQ., 19, Fitzroy Road, Straley.	21 por munut.,	2 acros Town pasture. Land.	2200	1 Missen Hut 16 ft spon 14 bays conor 30 yds. Range - Ho brick or concrete
8 (α)	Callaghun Read, Stunley.	COLONIAL GOVERNIENT.	N	10 seres Town pasture Land.	÷1,000	Heavy A. A. Treep and Battery Headquar 1 Nissen Hut(s) 16 ft span 8 bays our 2 " " " " " " 8 " 16 " " " " " 8 " 16 " " " " " 8 " 16 " " " " " 4 " 2 " " " " " " 7 " 2 " " 1 " " 1 " 12 " 1 " " " " " 1 " 14 " 2 " " 24 " 4 9 " 1 " " " 1 " " 14 " 2 " " 24 " 4 9 " 1 " " " " " " 1 The Hut, timber french, C.I., $15^{1}6^{0} \ge 10^{1}$ " " " " " " " " " " " 13' $\ge 7^{1}$ , Concrete Rean, $12^{1}6^{0} \ge 42^{1}$ ; encorete Concrete floors and Shelters for 4 Hamiltonian for the floors and Shelters floors
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	lliz. Cove, Stalloy.	COLOMIAL CO ALGODER.	MEL.	Rough geneture.	6 <b>.</b>	1 Misson Jut 16 ft sym 3 boys woole
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132/CR/

10 May 45.

Subject: - Land Occupation.

The Colonial Secretary, PORT STANLEM.

All land occupied by the War Department has now been handed back to the owners, and where necessary full compensation paid with the following exceptions:-

- 1. FALKLAND 13LANDS COMPANY 6 months rent at the rate of £138 per annum has been paid up to and including 30 June 45. Final settlement of claim for compensation will be arranged between the W.D. and F.I.C. in London.
- 2. <u>MR. J.J. DAVIS</u> 6 months rent at the rate of £3. 10s. per annum has been paid up to and including 30 June 45., thereafter as arranged between Mr. Smith and the Colonial Secretary rent will be payable by Mr. Smith.

It will be necessary for the Colonial Government, on completion of occupation, to restore the fence on this ground on behalf of the W.D.

3. <u>MR. BARNES (PMD)</u> - Contracted to fence the property of <u>Mr. J.W. McGill</u>. The sum of £30 has been advanced to Mr. Barnes as part payment of the estimated cost of approximately £100. As the work will not be completed before the withdrawal of the Force it will be necessary for the Colonial Government to make final payment on behalf of the W.D.

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- 3

Lt/Col., R.A., O.C., Falkland Islands Force.

Stanley.

ATMEM/AJ.

	94/42.	
No.	Truth marca a	

(It is requested that, in any reference to this minute the above Number and the date may be quoted.)

From

9:

Led L

# MINUTE. 16th May,

To The Officer Commanding,

19

45.

Force 132,

STANLEY.

Stanley, Falkland Islands.

The Colonial Secretary.

With reference to your limits 152/CR/X/105/1 of 10th May, 1945, paragraph 2, there seems to be some misunderstanding regarding the payment of rent on this plot. Mr. Davis holds the land on lease from Government and Mr. smith is a sub tenant. We shall continue to expect to receive rent from Mr. Davis. No other arrangement has been made with Mr. Smith. I understand now that you have compensated Mr. Davis for the loss of his fence and that no further action is required by Government.

K. G BRADLEY

Colonial Secretary.

94/42.

### 25th September,

45.

Sir,

I have the honour to refer to paragraph 3 of Minute No. 132/CR/X/105/1 of the 10th of May from the Officer Commanding, Falkland Islands Force to myself regarding the property of J. W. McGill.

2. Mr. Barnes has completed his fencing contract and, having received a satisfactory inspection report from the Executive Engineer to this Government, I have paid him the sum of 271. 14s. 5d. in settlement, the extra 21. 14s. 5d. represer ing minor purchases of materials.

3. Ir. McGill states that Captain Henderson undertook that his land should be cleared of W. D. property (oildrums, wire and some coal), but I have no record of this. The cost would be some 220. I abould be grateful if you would inform me by telegram whether this is to be done.

> I have the honour to be, Sir, Your obedient servant,

K. G. BRADLEY

Colonial Secretary.

The Under Secretary of State, The War Office, LONDON, S. W. 1.

Red 9.

P.I. Ref: 94/2.2.

Copy to Manager, P.I.C. for inf.

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### SAVING TELEGRAM.

From: The Officer Administering the Government of the Falkland Islands.

 $T_{0}$ : The Secretary of State for the Colonies.

Date: 1st June, 1948.

20. 79. SAVING.

Before departure of Carrison in 1945 officer commanding Salkland Islands force informed this Covernment that all land occupied by for Department had been handed back to owners and compensation paid with certain exceptions one of which states "Falkland Islands Company - 6 months rent at the rate of 2138 per annum has been paid up to and including 30 June 45. Final settlement of claim for compensation will be arranged between the U.D. and F.T.C in London."

2. The local manager of the Falkland Islands Company reports that his Head Office in England is unable to obtain any satisfaction from the War Department and furthermore that no rent has been paid since 1945.

3. I should be grateful if the matter could be taken up with the appropriate Department in the war Office and the result communicated/ communicated to me. You may wish the suggestion to be conveyed to the Mar office that they should contact the Head Office of the Falkland Islands Company at Southermhuy, superidge, surrey.

COVERMOR'S DEPUTY.