LIBERIA

VISIT OF PRESIDENT ROOSEVELT TO LIBERIA; VISIT OF PRESIDENT BARCLAY AND PRESIDENT-ELECT TUBMAN TO THE UNITED STATES

740.0011 European War 1939/28096

The Chargé in Liberia (Hibbard) to the Secretary of State

No. 15 MONROVIA, January 28, 1943.

[Received February 23.]

SIR: I have the honor to report that on January 27 President Roosevelt paid an official visit to Liberia.1 He flew from Bathurst in a DC-4 plane to Roberts Field, arriving at 12:15 GMT. He was accompanied by Mr. Harry Hopkins,2 Admiral McIntyre,3 and Captain McCrea, his Naval Aide and some of the officials of the West African Command. A second plane contained bodyguards, newspaper reporters and press photographers. He was met on the field by General FitzGerald, Commanding Officer of United States Forces in Central Africa, General Hyde, a member of General FitzGerald’s staff and Chief Engineering Officer of this theater, Colonel Kirchhoff, Commanding Officer at Roberts Field, myself and a number of officers belonging to this Command. He was immediately taken to the Officers Quarters at Roberts Field for a short rest and conversation with those who had met him.

Under instructions from the President, I had invited President Barclay and Secretary of State Simpson to have luncheon with him at Roberts Field and to accompany him to the Review which followed. President Barclay arrived at the field a bit before the President’s plane landed and this brief interval was used to show him the air field and the camp which he had not previously visited. Promptly at 1 o’clock the two Presidents met in the Officers Mess for lunch which was also attended by the principal members of the President’s suite and the officers commanding in this area. During lunch President Roosevelt had an opportunity for a conversation with President Barclay.

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1 On his return trip to the United States from his conference with British Prime Minister Churchill at Casablanca, January 14–24, 1943; the records of this conference will be included in a subsequent volume of Foreign Relations.

2 Special Assistant to President Roosevelt.


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Immediately after the luncheon President Roosevelt and President Barclay were driven to the end of the B runway of the air field where a Review was held of the various units composing this Command. Mr. George Seybold, Manager of the Firestone Plantations Company, had been invited to attend the Review and upon its termination, after President Roosevelt had bade goodbye to President Barclay and Secretary of State Simpson, Mr. Seybold accompanied him for a short tour in the Plantations. A native village constructed for Firestone laborers was inspected and the President took great interest in the explanations given him of the various steps in the production of rubber. At 3 o’clock GMT, immediately upon the return of the party to the airport, the President took off for Bathurst where he left the same evening by clipper for Brazil.28

The President showed great interest in all that has been accomplished at this post and expressed his enthusiastic admiration for the results. There was no hitch in the plans, the utmost secrecy having been preserved and all precautions having been taken for his comfort and protection.29

It is regretted that the visit was of such short duration, so much being crowded into it, that it was impossible for me to explain in greater detail the problems of our relations with Liberia, nor did I have an opportunity to hear from the President what had been said in his conversation with President Barclay. The occasion has been hailed as a most historic one by all Liberians who are enthusiastic over the honor thus paid their country by the President of their oldest friend. While maintaining his customary reserve, it was easy to detect in President Barclay’s face a thrill at being able to meet on equal terms the President of the United States and to have him in Liberia. Unquestionably, the President’s visit at this time will be interpreted as strengthening Barclay’s hand and it is for this reason particularly that I regret the current problems were not more thoroughly discussed. President Roosevelt cordially invited President Barclay to visit in the United States, and I understand that the latter is seriously considering such a trip as soon as the elections are terminated in May.

Respectfully yours,  

FREDERICK P. HIBBARD

28 President Roosevelt flew to Natal, Brazil, on the night of January 27–28. See vol. v, section under Brazil entitled “Conference between President Roosevelt and President Vargas of Brazil at Natal.”

29 For the report on the visit of President Roosevelt to Liberia, released to the press by the White House January 28, 1943, see Department of State Bulletin, January 30, 1943, pp. 94–95.
The Chargé in Liberia (Hibbard) to the Secretary of State

No. 41

MONROVIA, February 20, 1943.
[Received March 5.]

Sir: I have the honor to refer to my despatch no. 15 of January 28, 1943, regarding the visit of President Roosevelt to Liberia. In the absence of any daily newspapers or radio broadcasts in this country, it has taken some time for the news of the President’s visit to reach the general public. Sufficient time has now elapsed, however, to judge the effect of this unexpected honor on the population. On the whole it has been greeted with enthusiastic wonderment as never in the wildest flights of their fertile imaginations had the people dreamed that the President of the United States would visit their country. The details of the visit have naturally been embroidered and exaggerated and there has been the greatest speculation as to the subjects of discussion with President Barclay.

The supporters of the administration and the True Whig Party have taken the visit as setting the seal of approval upon the present regime. President Barclay appears to share this view. He was greatly impressed by the charm and the cordiality of our President, who made him feel at ease at once. He has told me in general terms the character of their conversation and they seem to have hit upon common ground in their discussion of world social and economic problems. Although not especially demonstrative, it is quite evident that President Barclay is thrilled with the prospects of his official visit to the United States and is eagerly anticipating it. Rather to my surprise he has informed me that he will take the successful candidate in the forthcoming presidential elections to the United States with him as he feels that any problems discussed will be carried on in the following administration. As the True Whig Party has a strangle hold on the political machinery of the country, it is obvious that the Honorable W. V. S. Tubman, formerly Associate Justice of the Supreme Court and the presidential nominee of that party, will be elected although the President makes a pretense of not naming him directly as his successor. While Tubman’s nomination was engineered entirely by President Barclay, I had felt that he might not wish to share the glory of this visit with another. The fact that he has agreed to do so seems to me to be very advantageous to us as the outstanding problems of our relations to Liberia can be frankly discussed with both. Tubman is much more approachable than Barclay, being not so warped by color prejudice and believing more completely in coop-

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President Barclay and President-elect Tubman arrived in the United States on May 26, 1943, and remained until June 18, 1943.
eration with outside interests. He is not as strong as Barclay, but I do not feel that he will be entirely dominated by the latter although unquestionably as an elder statesman Barclay will continue to be a power in the country.

The Opposition, led by Mr. James F. Cooper, has expressed regret that President Roosevelt's visit was not longer and that they were therefore denied an opportunity to present their position. There are many educated natives in this group who feel strongly that the United States has a moral obligation in preventing the continued exploitation of the aborigines by the Americo-Liberian oligarchy. Many of their contentions are valid, but this is a problem which will require careful study in determining our future course of action and can probably be solved only in the general social readjustment following the present war.

Respectfully yours,

FREDERICK P. HIBBARD

Memorandum of Conversation, by the Assistant Chief of the Division of Near Eastern Affairs (Villard)

[WASHINGTON,] June 1, 1943.

At a dinner given in his honor at Blair House on Saturday, May 29, President Edwin Barclay of Liberia talked to me very freely and frankly concerning a number of matters affecting his country. As Mr. Tubman, the President-elect, was also present, it may be assumed that the views expressed were his as well.

President Barclay said bluntly at the outset that while he appreciated the courteous treatment given to him since his arrival in the United States, he was keenly disappointed at the lack of opportunity to discuss the problems of Liberia with responsible officials of the American Government. He observed that he was a very busy man; that he would not have left Liberia if he had known that his visit to Washington was to be devoted to social functions or that he was scheduled to leave without a chance to take up in the proper quarters various matters which he considered vital to the future of Liberia.

1. Proposed harbor development

The subject uppermost in President Barclay's mind was the question of a port in Liberia. He said that he had received the distinct impression from President Roosevelt, when the latter had visited his country, that some form of harbor development or naval base was contemplated by the United States in Liberia, as a means of implementing the President's declaration that Dakar would never again become a threat to the Western hemisphere. It was for this reason
that President Barclay had accepted the invitation to come to Washington, believing that the main purpose of the trip would be to discuss this all-important matter. The conversations which he had had on this subject, up to the eve of his departure from Washington, had been entirely inconclusive.

President Barclay said that following the dinner given to him at the White House, he had conferred with President Roosevelt for an hour the following morning, in the course of which President Roosevelt had definitely stated he desired to see a port developed in Liberia. President Barclay had given his assent to the proposal. Mr. Harry Hopkins was supposed to be present at this conversation, as well as at breakfast that morning, in order to follow up the matter, but he had not appeared on either occasion. President Barclay had waited in vain for him all morning, and now that he understood the White House staff had gone to Hyde Park, he was at a loss how to proceed. He asked whether it would be correct for him to draw up a memorandum to send to the White House. I said I thought this would be entirely in order, and requested that a copy be sent simultaneously to the State Department.

In discussing the best site for a harbor, President Barclay said that it should preferably be located to the north of Monrovia, as, for example, at the St. Paul's River. This would tap the rich northern section of the country, which showed the greatest promise in respect to natural resources. Other parts of Liberia were unknown and unexplored and could not justify a port enterprise. The best natural location was actually at Baffu Bay, which could be made to serve as an outlet for produce from French West African territory, but the remoteness of this section made it impracticable and of little advantage except to the French.

The President made it clear that he would not entertain any port project which would benefit primarily the Firestone Plantations, such as at Marshall.

2. **Attitude toward American interests**

President Barclay said that while he appreciated all that Firestone had done for his country, he regarded Firestone as an American interest which had to be curbed. He said that the Firestone organization considered itself to be of paramount importance in Liberia and as if the country should be run for its benefit alone. He was obviously suspicious of any extension of Firestone's influence, including the sponsoring by Firestone of new American enterprises or a port development connected with the rubber plantations.

The President made it clear that he would welcome other United States interests in Liberia, provided they had no tie-up with Fire-

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*See memorandum by President Barclay, p. 679.*
stone. He said that he would examine with the most sympathetic attention any proposal made which would be of benefit to Liberia. He said that the United States Steel Corporation survey had been a complete failure; that he was greatly disappointed at the cursory examination made by the engineers; and that he suspected the only reason why the corporation had gone to Liberia was because it had been urged to do so and had the backing of the State Department. I explained that we had taken pains to present to other American companies the opportunity to explore Liberia's iron ore resources, but that only the Bethlehem Steel Company was interested. The President expressed the hope that the Bethlehem people would investigate the prospects as soon as possible after the war.

3. American military forces

The President was critical of the American military authorities in Liberia. He cited an instance in which American military police had seized a Liberian customs employee, at the alleged instigation of Firestone, with a view to administering justice. The President said that the commanding general should remember that the American military forces did not constitute an army of occupation, as General Sadler seemed to think. The President said that Liberia would do everything within reason to help win the war but that the country must be allowed to exercise its own authority and administer its own justice when it had the means to do so.

President Barclay indicated he would be glad to have the American garrison depart at as early a date as possible after the war, and assistance given meanwhile to building up the Liberian Frontier Force to a permanent strength of about 3,500 men with modern machine guns.

4. Relations with other countries

Turning to the question of Liberia's frontiers, the President said that French encroachments were the most serious. He said that the various acts of the French Government in the past had demonstrated a definitely hostile intention and had seriously threatened Liberia. The President said that if the Liberian Frontier Force had been strong enough, it would have attempted to regain by force the territory which France had taken away from Liberia on the northern border under a treaty imposed in 1911. One of Liberia's principal objectives at the end of the present war would be to obtain restitution of this so-called lost territory from France.

3 Commanding General of United States Army Forces in Liberia; he succeeded Colonel Kirchhoff.
President Barclay said there was a greater fear of France in Liberia than of Great Britain. The President showed no particular dislike for the British. In fact, he said that his relations with Great Britain depended only on the type of representative sent to Monrovia; that if a proper selection were made there would be nothing to prevent a satisfactory and amicable relationship. He said there was no desire to obtain any boundary rectification from Great Britain.

The President said he had positive evidence of the designs of both Germany and Italy on Liberia through the instrumentality of the Neep concession, which he had canceled, but I received the impression that he expected a resumption of trade with Germany after the war.

5. Educational problems

I mentioned the educational problem in Liberia. The President severely criticized Mr. Embree, the former American Educational Adviser, now attached in a nominal capacity to the Booker Washington Agricultural Institute. The President said that his Government had desired to put into effect a system of tribal education along the lines of a study made by the Mexican Government, but that Embree had refused. The President asserted that Embree was doing no good in Liberia at present; that it was a waste of money to keep him there; . . .

The President also attacked Dr. Thomas Jesse Jones of the Phelps Stokes Fund. He asserted that the educational ideas of Dr. Jones were modeled on old-time British Colonial methods and could serve no useful purpose in Liberia. The President felt that Liberian students should not come to the United States, because they returned with ideas and standards of living which could not be put into practice in Liberia. He believed rather that technical schools adapted to the needs of the country should be established, staffed with trained teachers from abroad. I said that the matter of raising the educational standards of Liberia had occasioned more interest among Americans than almost anything else affecting that country. The President said that he would give me a separate memorandum on the subject of educational reform.

6. Lend-Lease situation

President Barclay was particularly disappointed at the lend-lease situation, and the one-million-dollar credit which had been included in the negotiations for airport rights. He said that he had found the United States Army engineers were building roads which suited them, without reference to the needs of the country and of no practical help to Liberia after the war. The President said that he did not under-

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*For correspondence on this subject, see Foreign Relations, 1938, vol. II, pp. 770 ff.*
stand our intentions in offering lend-lease and then arbitrarily deciding how and where the roads were to be built. He desired to open up the interior of the country and did not see how this was to be done under the present apportionment and use of funds by the Army. I said that the formal lend-lease agreement with Liberia should be ready for signature very shortly, and that under the terms thereof I felt it would be possible for Liberia to obtain assistance in the projects which were of importance to it.

It is possible that the President did not fully understand the distinction between the so-called million dollar credit and the master Lend-Lease agreement yet to be signed.

In offering a toast at the end of the dinner, President Barclay made some exceedingly friendly references to his relations with the State Department. He said he was confident that the Department would do everything to assist Liberia and to make his visit worthwhile.

It may also be worth noting that at a luncheon earlier in the day President Barclay expressed surprise at the lack of racial discrimination in the United States. He said that through his reading he had been lead to believe the situation was much more serious, whereas during his visit so far he had found nothing but evidence of cooperation between the two races.

EFFORTS OF THE AMERICAN MINISTER IN LIBERIA TO REDUCE FRICION BETWEEN UNITED STATES TROOPS AND LIBERIAN CITIZENS AND TO CLARIFY THE JURISDICTION OF UNITED STATES MILITARY FORCES IN LIBERIA

823.20/645

The Minister in Liberia (Walton) to the Secretary of State

No. 116

MONROVIA, June 9, 1943.

[Received June 23.]

SIR: I have the honor to report that during the month of May the Liberian Government made formal and informal protests to the American Minister of alleged reprehensible conduct on the part of American soldiers toward Liberian citizens residing outside the designated military area, which protests were brought by the American Minister to the attention of the Commanding General of USAFIL.

The charges included the unlawful entry into homes of Liberian citizens by the military police, confiscation of property, unlawful arrests, assault and robbery.

* United States Army Forces in Liberia.
The President and the Secretary of State\textsuperscript{10} previously had informally protested to the American Minister against what they termed "the wanton acts of American soldiers who seem to be under the impression that they were members of an army of occupation rather than an army of collaboration."

These informal protests culminated in the transmission of a formal note to the American Minister dated May 20, 1943, by the Liberian Secretary of State who related a series of incidents involving American soldiers. The request was made by the Liberian Government that "due regard be had for the terms of the agreement between the Governments of Liberia and America;\textsuperscript{11} that the impression be dispelled that American soldiers temporarily stationed in Liberia constitute a foreign army of occupation"; that "they (American soldiers) should be informed that they have no right whatever to arrest people outside of the military area and that Liberians committing offenses in the defense areas should be turned over to the Liberian authorities for prosecution as provided in the agreement."

On May 22, the day following the receipt of formal note above referred to, the American Minister visited the President who expressed indignation over an incident which had been reported to him by the Collector of Customs. The President related that on the morning of May 22 four armed military policemen had entered the office of the Supervisor of Revenues and inquired of one William Stubblefield; that the Liberian appeared on the scene and was informed he was under arrest and should accompany the military police. The President stated he had instructed the Liberian Secretary of State to send the American Minister a formal note requesting that the incident be brought to the immediate attention of the Commanding General and requesting the immediate release of Stubblefield.

On returning to the Legation the American Minister found the second formal note transmitted within two days, and informed the Commanding General by telegraph of the Liberian Government's insistence on Stubblefield's release. A telegram was received from the Commanding General denying that Stubblefield was under arrest and asserting that according to a report he had received his soldiers had called on Stubblefield, at the instance of the local police, who temporarily had been held in custody in Monrovia. However, the local police emphatically denied any such request had been made by them. Stubblefield was suspected of having in his possession dynamite stolen from the camp.

\textsuperscript{10} Edwin Barclay and Clarence L. Simpson, respectively.
\textsuperscript{11} Signed at Monrovia, March 31, 1942. For text, see Department of State Executive Agreement Series No. 275, or 56 Stat. (pt. 2) 1621; for correspondence relating to this agreement, see \textit{Foreign Relations}, 1942, vol. iv, pp. 355 ff.
As irritation of the Liberian people, both public and press, was increasing over the alleged “outrages” and additional protests were being received at the Legation, the American Minister saw fit to visit the Commanding General May 25. They engaged in a protracted, satisfactory talk relative to taking steps to ameliorate the situation. The Commanding General assigned the staff Judge Advocate and a commanding officer of an infantry battalion to investigate the various complaints.

The following morning the two officers conferred with the American Minister, who sent them to the Secretary of State with the request that the Liberian Government make available the desired witnesses. An investigation was held in the office of the Superintendent of Police in Monrovia. As there was slight disagreement between the army officers and the Superintendent of Police over the question of procedure, the army officers were taken to the home of the Secretary of State by the American Minister where the subject was discussed and an amicable understanding reached. The following day the investigation was conducted along the lines agreeable to the military.

While the investigation was being held the American Minister received other protests, including a formal note from the Liberian Government. One complaint was made by a Liberian, alleging the military policemen had entered his home on the Firestone Plantations and confiscated his liquor. In his formal note the Secretary of State charged that American and native military police had visited Hoewehn Town and demanded the Clan Chief to surrender hut tax collections. This alleged disregard of Liberian sovereignty is said to have been occasioned because a military policeman gave a willing ear to a native who harbored a grievance that he had been mistreated by the Clan Chief in the collection of hut tax.

Upon receipt of all charges, formal and informal, the American Minister directed them to the attention of the Commanding General whose replies were transmitted to the Liberian Secretary of State.

It became increasingly obvious to the American Minister that protests of Liberians, the exchange of formal notes and denials by the American Military only aggravated the situation, and that unless contributory factors were eliminated there would probably arise additional provocations and misunderstandings. Moreover, the fact was inescapable that well-meaning but over-zealous American and native military police at times had exceeded their authority.

On June 3, with a view to reconciling the differences which had arisen between the Liberian Government and the American Military over the question of the prerogative of the American Military to arrest Liberian citizens, and to minimize the possibility of a recurrence of incidents complained of, the American Minister wrote what
were almost identical notes to the Liberian Secretary of State and to the Commanding General suggesting that a meeting be held between the appropriate representatives of the Liberian Government, the American Military and the American Legation. The Commanding General promptly accepted the proposal and the Liberian Secretary of State did likewise.

With his letter of acceptance the Commanding General transmitted a copy of instructions just issued defining the status of American troops in Liberia. In the memorandum, organization commanders were ordered to take such steps as will insure that all members of military units are fully informed as to the contents.

Further proof of the Commanding General's determination to put an end to the arrest of Liberians outside the military area and to other charges of misbehavior in public was indicated by his appointment on June 5 of a new Provost Marshal who was instructed to compel all soldiers to conduct themselves properly while off the military reservation.

The newly-appointed Provost Marshal visited the American Minister Sunday, June 6, and gave assurance of his intentions to carry out to the best of his ability the Commanding General's instructions. He was accompanied by Mr. M. Dukuly, Stipendiary Magistrate of the Bondiway Court, who promised whole-hearted cooperation.

While the conference proposed by the American Minister has not been held, it can be confidently predicted that there is little likelihood of a repetition of offenses charged.

I transmit herewith copies of formal and informal protests, copy of communication from Commanding General making known results of investigations, other correspondence and press comment dealing with the subject.\^2

Respectfully yours,  

LESTER A. WALTON

882.20/648

The Minister in Liberia (Walton) to the Secretary of State

No. 125  

MONROVIA, July 2, 1943.  

[Received July 20.]

Sir: I have the honor to refer to the Legation's despatch no. 116 of June 9, 1943, file no. 820, and to report that at the suggestion of the American Minister a conference was held June 17, 1943, in the office of the Liberian Secretary of State between the Commanding Officer of

\^2 Enclosures not printed.
USAFIL, the Liberian Secretary of State and the American Minister at which several points of mutual interest were discussed for clarification, to wit: defense areas, collaboration between medical services of USAFIL and those of Liberia in the adoption of health measures in native towns a short distance from defense areas, and to insure the effective administration of justice by the Liberian Government and the American military in matters relating to the commission of offenses by Liberian citizens outside defense areas.

Based chiefly on suggestions and recommendations made by the Commanding Officer of USAFIL, the American Minister transmitted a formal note to the Liberian Government for appropriate action relative to subjects hereinbefore mentioned.

The Liberian Secretary of State informally made known to the American Minister that the note was being considered and an answer would be forthcoming in the near future.\(^3\)

Copy of the American Minister’s note to the Liberian Secretary of State is herewith attached.

Respectfully yours,

LESTER A. WALTON

[Enclosure]

The American Minister in Liberia (Walton) to the Liberian Secretary of State (Simpson)

No. 391  MONROVIA, June 28, 1943.

EXCELLENCY: I have the honor to refer to the conference held by the Commanding Officer of USAFIL and the American Minister with the Secretary of State, R. L., on June 17, 1943, when salient, pertinent points of mutual concern were informally discussed, which points are now formally presented to the Liberian Government for study and appropriate action.

Clarification as regards the boundaries of the various defense areas over which the USAFIL have been invested with jurisdiction in accordance with the Agreement between the Governments of the United States of America and Liberia as of March 31, 1942 should obviate future misunderstandings on this particular subject.

The Commanding Officer of USAFIL has been good enough to prepare two maps which are herewith enclosed.\(^4\) One map delineates the Roberts Field and Bassa Point defense areas and the other map delineates the Cape Palmas defense area. No map has been furnished of the Benson Field defense area.

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\(^3\) No record of such an answer has been found in Department files.

\(^4\) Maps not found attached to file copy of this document.
[Here follows detailed description of the Roberts Field, Bassa Point, Cape Palmas, and Benson Field defense areas.]

To permit the supervision and guarding of the pipe line, it is requested that there be reserved a one hundred-foot right-of-way on the pipe line between the Little Bassa and Farmington Rivers.

As the health of the American troops is of paramount importance greater collaboration between the medical services of USAFIL and those of Liberia in conducting anti-malarial surveys and the adoption of other preventive measures in areas to be agreed upon beyond the limits of the defense areas it is thought should prove high [highly] beneficial to all concerned.

To insure the effective administration of justice, which is the desire of the two Governments, it is respectfully suggested that an understanding be reached on the following points:

1. Liberian Citizens. The United States has no jurisdiction over any Liberian citizen outside defense areas and none within the defense areas except “retainers to the camp” and those Liberian citizens committing an offense therein. Members of this last group may be arrested and will be turned over under guard to the local Liberian authorities after investigation of the alleged offense, such detention not to last more than three days, except with the express authority of the local Liberian authorities. Full right of search and seizure within the defense areas as well as unqualified jurisdiction over spies and saboteurs are obviously necessary incidents to the protection of United States property as recognized by customs of civilized nations and the laws of war.

2. American Military Personnel. It is clearly recognized that the Liberian Government has full authority to arrest and the duty to turn over to the United States authorities for trial and punishment American military personnel who may commit offenses outside the defense areas. It is believed that more effective control will be had over soldiers outside the defense areas if the right of the military police to arrest such military personnel as may commit offenses against the laws of Liberia be recognized as co-extensive with that of the Liberian authorities.

3. All Others. Foreign nationals, other than spies and saboteurs, committing offenses within the defense areas will be turned over to the Liberian authorities if the offenses with which they are charged can be suitably punished under Liberian law. Spies and saboteurs must, of course, be tried before our military tribunals.

Please accept [etc.]

LESTER A. WALTON

PRELIMINARY AGREEMENT BETWEEN THE UNITED STATES AND LIBERIA REGARDING PRINCIPLES APPLYING TO MUTUAL AID FOR DEFENSE, AND EXCHANGE OF NOTES, SIGNED JUNE 8, 1943

[For texts of agreement and notes, see Department of State Executive Agreement Series No. 324, or 57 Stat. (pt. 2) 978.]
LIBERIAN REQUEST FOR LEND-LEASE FUNDS FOR AN INCREASED LIBERIAN FRONTIER FORCE

882.24/80

The Liberian Consul General at New York (Walker) to the Secretary of State

New York, September 1, 1943.
[Received September 2.]

Sir: Reference is made to the Agreement between the Governments of the United States and of Liberia, signed at Monrovia, Liberia, March 31, 1942, whereby the Government of the United States undertook to extend certain aid to the Republic of Liberia.

I now have been instructed by the President to respectfully request, under the provisions of this Agreement, that the Government of the United States make available to Liberia the sum of $150,000.00 for an increased Liberian Frontier Force, and that this sum be transmitted to the Bank of Monrovia, Inc., to the credit of the War Department of Liberia by September 15, 1943, at which time the new Liberian Frontier Force organization becomes effective.

As events have made it unnecessary to proceed with the construction of the access road from Roberts Field to Fisherman’s Lake as called for by the Agreement herein referred to, I am further instructed to request that the balance remaining of the $200,000.00 appropriated for such road purposes be merged with the $600,000.00 appropriated for construction of permanent roads. The decision to make this request follows an accord with United States military authorities now in Liberia and who are charged with the prosecution of this particular road project.

Respectfully yours,

Walter F. Walker

882.24/80

The Secretary of State to the Liberian Consul General at New York (Walker)

Washington, September 16, 1943.

My Dear Mr. Walker: The receipt is acknowledged of your letter of September 1, 1943, with regard to certain aid which President Barclay wishes this Government to extend to Liberia.

It is not clear to the Department under what provision of the Agreement of March 31, 1942, between the Governments of the United States and Liberia the request of President Barclay for $150,000 for the

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Footnote: For text, see Department of State Executive Agreement Series No. 275, or 56 Stat. (pt. 2) 1621; for correspondence relating to this agreement, see Foreign Relations, 1942, vol. iv, pp. 355 ff.
Liberian Frontier Force is based. Perhaps you might wish to ask your Government for a clarification of this point, after which the Department will be glad to go more thoroughly into the matter.

It is not the Department's understanding, however, that any commitment was entered into by this Government under which it could be called upon to advance funds to the Liberian Government for the maintenance of the Liberian Frontier Force. The obligations of this Government with respect to the Frontier Force appear to have been fully set forth in numbered paragraphs 3, 4 and 5 of the letter from Colonel McBride to President Barclay, dated March 31, 1942,\textsuperscript{18} which defined the specific defense aids which the Government of the United States undertook to extend to the Government of Liberia. These paragraphs read as follows:

"3. Assistance through the United States War Department in organizing and training a Liberian military force of two to three thousand men by supplying, at American expense, qualified personnel for such purposes;

4. The extension of a credit in the sum of eight hundred thousand dollars from Lend Lease or other United States funds for the purpose of assisting in the road construction and defense program of Liberia;

5. A supply of small arms and ammunition for a force of two to three thousand men to be made available to the Liberian Government by the United States as a part of supplies to be furnished under the credit above mentioned;"

As regards the road construction program, as amended, the Department understands that no difficulties are anticipated by the War Department in complying with the request of your Government for an adjustment along the lines mentioned in your letter.

Sincerely yours,

For the Secretary of State:

ADOLF A. BERLE, JR.
Assistant Secretary

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882.24/85

The Liberian Consul General at New York (Walker) to the Assistant Secretary of State (Berle)

NEW YORK, September 20, 1943.

[Received September 21.]

MY DEAR MR. BERLE: Acknowledgement is made of the Department of State's letter of September 16, 1943, in reply to mine of September 1, with reference to the transfer by the Government of the United States to the account of the Liberian Government of certain funds provided for transfer under provisions of the Lend-Lease Agreement.

\textsuperscript{18} Foreign Relations, 1942, vol. iv, p. 375.
between the two governments as signed in Monrovia, Liberia, March 31, 1942.

It is noted the Department's understanding is that the commitments made by the Government of the United States in this Agreement do not cover the advance of funds to the Liberian Government for the maintenance of the Liberian Frontier Force, which understanding is based upon reference to Paragraphs 3, 4 and 5 of the confidential letter from Colonel H. A. McBride to President Barclay of Liberia on March 31, 1942,\textsuperscript{17} said letter being explanatory of Article V. of the Agreement as signed on behalf of the two Governments at Monrovia on the same day.

While the Department's understanding of this matter is apparently supported by the above references, I am of the opinion that a liberal interpretation of Article V., as well as of the paragraphs contained in Mr. McBride's letter as quoted, would, at the same time, also admit that financial advances for the Liberian Frontier Force were intended, particularly as the increased Force contemplated at the time was evidently expected to provide an auxiliary organization for defense purposes, and, also, as no provision for the cost of this increased Force has been included in the budget of the Government.

Article V. of the Agreement states that the Government of the United States undertakes to extend to the Government of Liberia, among other things, "certain monetary aids for defense purposes". Paragraph 4 of Mr. McBride's letter cites that the extension of a credit of $800,000.00 would be for the purpose of "assisting in the road construction and defense program of Liberia". It would thus appear that the defense program anticipated the necessity of allocating at least a portion of this credit to the cost of personnel payment of an expanded Frontier Force considered necessary for defense purposes.

The text of Paragraph 4, above referred to, does not indicate that the entire credit of $800,000.00 must be wholly applied to road construction, hence the Government of Liberia has deemed it proper and justifiable to request the Government of the United States for the extension of at least $150,000.00 of this credit for the purposes as stated. President Barclay was of this opinion when he empowered me to represent the Government of Liberia in all matters pertaining to the securing and receiving of lend-lease aid under the Agreement as signed. Embodied in the instructions and directions of the President is the following:

"As you know the Government of the United States, in consideration of certain assistance of a military character afforded it by this Gov-

\textsuperscript{17} Foreign Relations, 1942, vol. iv, p. 375.
ernment, has set up a credit of One Million Dollars ($1,000,000) which the Liberian Government may make use of in the manner following:

1. Approximately $150,000 for the payment locally of an increased Frontier Force;
2. Approximately $200,000 to be expended by the United States War Department in the construction of an access road between the Roberts Field Airport and Fisherman Lake;
3. Approximately $600,000 for the construction of permanent roads, such construction to be performed under a contract which would be granted to an American firm considered competent for the purpose by the United States War Department, employing the machinery which has been used in the construction of Roberts Field Airport and which will be turned over for the construction of Liberian Roads;
4. The remainder to be used for further equipment of the Frontier Force for such items as uniforms, housing, sustenance, et cetera, and for improving radio communication.

In view of the above understanding of President Barclay transmitted by his letter of November 10, 1942,\(^{37a}\) and in view, also, of the fact that the Government has proceeded with organization of an increased Frontier Force on the strength of this understanding, it is hoped that the Department's review of this matter may result in an acceptance of the request of the Liberian Government for the transfer of funds in question as having been made within the scope of the Agreement.

Sincerely yours,

WALTER F. WALKER

882.24/85

The Acting Secretary of State to the Liberian Consul General at New York (Walker)

WASHINGTON, October 4, 1943.

MY DEAR MR. WALKER: The receipt is acknowledged of your letter of September 20, 1943, with reference to the financial aid which President Barclay wishes the Government of the United States to extend to Liberia for the maintenance of the Liberian Frontier Force.

The Department referred this matter to the War Department for its views and has now received a reply indicating that the War Department is in agreement with the understanding of the Department of State, as expressed in my letter to you of September 16, 1943, that there was no commitment on the part of this Government under the Agreement of March 31, 1942, to make any cash advances to Liberia for the Frontier Force. The War Department states:

"1. Article V of the Agreement between the Governments of the United States and Liberia states that the Government of the United

States undertakes to extend to the Government of Liberia, among other things, certain monetary aids for defense and other purposes. When the Agreement was signed, Col. McBride, Special Representative of the President, who negotiated the Agreement, gave President Barclay a letter, dated 31 March 1942, setting forth the specific obligations undertaken by this Government in Article V of the Agreement. This letter was approved by the Government of the United States and specifically indicates the extent of American obligations under the above mentioned Article.

"2. One of its provisions was a credit in the sum of $800,000 from Lend-Lease or other U.S. funds for the purpose of assisting in the road, construction and defense program of Liberia. This was a credit from which Liberia could obtain or purchase either American services or American supplies and materials but the War Department in giving its approval to the above mentioned letter, did not understand that there would be any cash advanced to the Government of Liberia for any local expenditures of the Liberian Government in that country."

The Department regrets very much that a misunderstanding has developed in regard to this matter.

Sincerely yours,

ADOLF A. BERLE, JR.

882.24/97

The Liberian Consul General at New York (Walker) to the Assistant Secretary of State (Berle)

NEW YORK, November 1, 1943.
[Received November 2.]

Sir: Reference is made to your letter of September 16, 1943 with regard to the transfer of $150,000.00 for payment locally of an increased Liberian Frontier Force.

The decision of the Government of the United States as stated in said letter was duly conveyed to the Government of Liberia. I have just now received a reply from the President of Liberia which indicates that there was a very definite commitment on the part of Colonel Harry A. McBride, representative of the Government of the United States, who signed the Agreement of March 31, 1942 at Monrovia, Liberia, which was the basis of setting up the total credit available to the Government of Liberia.

The request made for the transfer of the $150,000.00 was based specifically upon a detailed letter addressed to President Edwin Barclay by Colonel Harry A. McBride and dated at Monrovia, Liberia on March 20, 1942. A certified copy of this letter was forwarded to me for transmission to the Department of State, and I herewith hand you a copy of same.

This letter clearly indicates that the requisition of the President of Liberia was not made without sufficient warrant. It may be pertinent to quote the following from the President's letter. The letter states in part that:

"Colonel McBride, did say, during the discussion of this matter, that it was not usual to make cash advances under lease-lend, but considering the special circumstances in which Liberia stood, an exception was being made in her favour to the extent mentioned in the letter above cited.

Relying upon this money becoming available to supplement our Budgetary provisions for the Frontier Force, its reorganisation and enlargement have been authorised, and in part effected."

Very truly yours,

WALTER F. WALKER

LIBERIAN REQUEST FOR UNITED STATES TECHNICAL ASSISTANCE TO MAKE A SURVEY OF LIBERIAN IRON ORE DEPOSITS

882.65A/6

The President of Liberia (Barclay) to the Secretary of State

NEW YORK, June 17, 1943.

DEAR MR. SECRETARY: Information has been available for some time regarding the existence of iron ore in the Republic of Liberia, a preliminary survey of which was made a few years ago by the United States Steel Corporation. As this company was not interested in pursuing the subject further no detailed reconnaissance appears to have been made of the deposits and no accurate knowledge exists of their extent or commercial usefulness. Such information as is available concerning occurrences of iron ore in Liberia is doubtless in the possession of the United States Geological Survey.

The Government of Liberia is desirous of having an impartial survey made of its iron ore deposits by qualified experts of the United States Geological Survey. It is believed that such a survey would contribute materially to an understanding of the economic development possibilities in Liberia and would substantially benefit the relations between Liberia and the United States.

The Government of Liberia has taken note of the provisions of the Act approved May 25, 1938, as amended on May 3, 1939, under which the temporary detail to Liberia is authorized of United States

52 Stat. 442; for previous correspondence regarding detail of United States employees to Liberia in connection with this act, see Foreign Relations, 1938, vol. II, pp. 789-792, 797-800, and 831-832.

employees possessing special qualifications, and in view of these provisions, the Government of Liberia respectfully requests the Government of the United States to consider the feasibility of assigning three geological experts to make the technical survey indicated as being desirable.

It is believed that such a survey could be completed within a period of six months.

The Government of Liberia would obligate itself to bear a reasonable share of the expense involved in this survey, and it is suggested that this should cover such items as quarters, local travel expense within the Republic, and such labor as may be required by the technical experts.

Very sincerely yours,

EDWIN BARCLAY

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882.63A/14a: Telegram

The Secretary of State to the Minister in Liberia (Walton)

WASHINGTON, November 27, 1943—7 p.m.

128. At the request of President Barclay, arrangements are being made to detail Walter H. Newhouse, Thomas P. Thayer, and Arthur P. Butler of the United States Geological Survey to Liberia under the provisions of the Act of May 3, 1939 (Public No. 63, 76th Congress) to make a survey of Liberian iron ore deposits.

President Barclay and Consul General Walker have indicated that the Liberian Government will provide the necessary laborers, means of transportation within Liberia, and arrange for suitable quarters in the field. Inasmuch as the experts expect to leave Washington early in December, you are requested to contact the appropriate officials at once with a view to having arrangements for these facilities worked out in advance of the arrival of the mission. The Liberian Government has not as yet specified the areas in which it is desired that the experts begin their studies, but since the Bomi Hills region appears to be the most promising, you should suggest to the appropriate authorities that they first make arrangements for food and shelter in that area.

The experts will probably wish to remain in Monrovia for about a week before proceeding to the interior, and you are also requested to endeavor to obtain quarters for them there.

Further instructions follow by air mail.

HULL
The Minister in Liberia (Walton) to the Secretary of State

MONROVIA, November 29, 1943—5 p. m.
[Received November 29—3:49 p. m.]

197. President Barclay has informed me that the requisite arrangements for experts as requested in Department’s telegram No. 128, November 27, 7 p. m., will be authorized.

Regarding question of food, he observed that considering the difference in living standards between Liberia and the United States his Government would think it more appropriate that a subsistence allowance be made to experts in lieu of food furnished directly by the Liberian Government; and that if this is agreed to by our Government and experts, he would appreciate advice as to what might be considered an adequate allowance.

Walton

The Secretary of State to the Minister in Liberia (Walton)

No. 369

WASHINGTON, December 1, 1943.

Sir: With reference to the Department’s telegram no. 128 of November 27, 1943 and your reply no. 197 of November 29, 1943, you are informed that Dr. Walter H. Newhouse, Dr. Thomas P. Thayer and Dr. Arthur P. Butler, Jr., of the United States Geological Survey, have been detailed to Liberia by the Secretary of State to assist the Government of that country in making a survey of its iron ore deposits, under the provisions of the Act of May 3, 1939 (Public No. 63, 76th Congress) and the regulations set forth in Executive Order No. 9190 of July 2, 1942, their assignments having been effected at the request of the Liberian Government for a period of not exceeding six months, including the time required to travel from Washington, D. C. to Monrovia and return.

Enclosed for your further information and guidance are copies of letters addressed to Drs. Newhouse, Thayer and Butler today which contain a description of the duties they have been instructed to perform, and directions concerning their responsibilities to you and the Liberian Government. You are requested to examine these enclosures carefully and to be guided thereby insofar as they relate to your responsibilities in connection with the Geological Mission. Among other things, it will be noted that Dr. Newhouse has been designated Chief of the Mission and that he will direct the work of Dr. Thayer

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21 I Federal Register 5101.
22 Not printed.
and Dr. Butler; also that the areas in which the investigations are to be undertaken are to be selected in agreement between Dr. Newhouse and the responsible Liberian officials after the arrival of the Mission in Monrovia.

Members of the Mission have been instructed to obtain your approval of any informal recommendations involving questions of policy which they may propose to make to Liberian officials, and to seek your advice and counsel in all matters having to do with their relations with the Liberian authorities. You will accordingly render them all appropriate assistance in that connection. There is also enclosed a copy of a letter of November 27, 1943, to Walter F. Walker, Esquire, Consul General of Liberia, New York, New York, which sets forth the conditions under which the detail of the Mission has been effected.

Please note particularly that each member of the Mission will receive an allowance at the rate of $200 a month to cover the cost of quarters and subsistence during the period he is actually in Liberia, and that this allowance is to be paid by the Department of the Interior rather than by the Liberian authorities. The Liberian Government has agreed to reimburse the Government of the United States for the allowances but it is not desired that such reimbursement be tendered during the period the experts are in Liberia. After the assignment shall have been completed, the Liberian Government will be requested to make reimbursement to the Secretary of State for transmission to the Department of the Interior. The allowances will be used by members of the Mission to pay for their food as suggested in your telegram under reference, and also to defray the cost of their living quarters during the period of their sojourn.

The Liberian Government has agreed to provide the experts with means of transportation within Liberia without the transfer of funds to them for that purpose; to provide the services of necessary laborers and pay their wages direct; to designate a representative in Liberia to serve as liaison officer between members of the Geological Mission and appropriate Liberian officials; and to detail a Liberian geologist, Mr. Arthur Sherman, to work with the experts.

There is also enclosed a copy of Executive Order No. 9190 of July 2, 1942 which you are instructed to study and observe insofar as its provisions relate to the activities of Drs. Newhouse, Thayer and Butler during their sojourn in Liberia. Shortly after the Mission reaches Monrovia, you should submit a report setting forth the date and hour of the arrival of each expert and any other information that may be of use to the Department. Progress reports should be submitted at six weeks intervals thereafter, and you should inform the

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23 Not printed.
Department about three weeks in advance of the date on which the experts expect to return to the United States.

Very truly yours,

For the Secretary of State:

G. Howland Shaw

AGREEMENT BETWEEN THE UNITED STATES AND LIBERIA REGARDING THE CONSTRUCTION OF A PORT AND PORT WORKS, SIGNED AT MONROVIA, DECEMBER 31, 1943

882.1561/6-243

The President of Liberia (Barclay) to Mr. Harry L. Hopkins, Special Assistant to President Roosevelt 24

NEW YORK, June 2, 1943.

MY DEAR MR. HOPKINS: Mr. Tubman 25 and I greatly regretted that we were unable to have the promised talk with you prior to our leaving the White House on the morning of May 27th. It had been our hope that we might have been able to interest you in the matter of the delay in making available to Liberia the Lend-Lease supplies which President Roosevelt, we were advised, had authorized. These supplies of money and materials had been promised Liberia in consideration of certain substantial grants which our government had made towards the war effort, namely, the establishment of American Air Bases in Liberian territory, and the granting to the United States Government of military bases therein.

Notwithstanding requisite applications had been made since March 29, 1943, up to this time no materials have as yet been delivered under the understanding arrived at between the two governments. It was our intention to solicit your good offices in speeding up performances, if it were proper and possible for you to help us in this matter.

President Roosevelt, when he visited Liberia, intimated to me that he felt it desirable that a harbor should be built in Liberia without delay. The idea commends itself to both Mr. Tubman and to me. We are prepared to implement this objective upon these conditions:

a—That the construction of the harbor be carried out in accordance with specifications of army engineers.

b—That the funds provided for the construction be repaid out of harbor revenues. All sums over and above the cost of harbor administration be allocated to the reduction of the capital debt.

To insure the repayment of the cost of harbor construction within a shorter period than otherwise might be possible, an intensive ex-

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24 Copy transmitted to the Department by President Barclay in a letter to the Assistant Chief of the Division of Near Eastern Affairs (Villard), June 2, 1943, which read: "I am herewith enclosing the Memorandum which I promised, together with copy of my letter to Mr. Harry Hopkins." For correspondence concerning President Barclay's visit to the United States, see pp. 656 ff.

25 W. V. S. Tubman, President-elect of Liberia.
exploitation of Liberia’s economic resources should be concurrently undertaken with the building of the harbor. Mr. Tubman and I are both prepared to support before the Liberian Legislature the granting to any non-political commercial organization such rights of exploration and exploitation as may not be inconsistent with the economic rights and welfare of the Liberian people. Such an organization might be suggested by an appropriate Department of the United States Government.

These are matters we had desired to talk over with you, and, if we could with propriety do so, engage your sympathetic interest in securing their prompt accomplishment.

Yours faithfully,

EDWIN BARCLAY

[Enclosure]

Memorandum by the President of Liberia (Barclay)

The Government of Liberia earnestly desires a larger development and production of the natural resources of the Republic which are in demand by world markets, and which are deemed vital to insure a sound internal economy. The products which it is felt fall most logically into this category are palm oil, palm kernels, copra, kola nuts, coffee, cocoa and piassava fibre, as well as certain mineral deposits.

In connection with the above, the Government of Liberia is also desirous of having these products more largely introduced directly into the American market, but realizes that to stimulate such production quickly and in adequate quantities, finances are needed which are not now available within the country.

Further, the Liberian Government feels that the exploitation of such products as above can best be brought about by plantation operations which would not curtail or prohibit free enterprise and initiative in such production on the part of the people of the country, but would rather encourage same. To this end the Government is prepared to grant concessions and privileges to limited plantation areas deemed necessary to sustain central and continuous operations of processing plants in connection with what production might be made by individual enterprise.

The Government of Liberia feels satisfied that the Government of the United States sympathizes with these fundamental objectives, and it is hoped that during this visit definite arrangements will be arrived at which will secure the cooperation of such agencies as might be suggested by the Government of the United States.

In placing the resources and territorial facilities of the Republic at the disposal of the Government of the United States so readily and fully to serve its war objectives, Liberia had expected that comparable
consideration would be given to her basic requirements for economic development. Certain understandings and commitments were, of course, arrived at at the time the Liberian Government took the above steps, but it cannot be said that these have materialized. These commitments were of a limited nature and had a primary military objective. They did not cover provisions for the exploitation of the natural resources of the country or provide for the handling of increased production by improved shipping facilities. It is felt that attention should be directed now specifically to these objectives. These are deemed to be:

a—Fullest development of such exportable products as palm oil, palm kernels, copra, coffee, kola nuts and piassava fiber, as well as a rounded agricultural economy.

b—Exploitation of mineral products, especially of the iron ore deposits which have already been the subject of serious discussion between our two governments.

c—The construction of a modern port.

From intimations and assurances given to the Liberian Government by authorities of the Government of the United States from time to time, the Liberian Government has been inspired by the feeling that aid in achieving the above objectives would flow from the collaborations which have taken place between our two Governments in recent years especially.

882.1561/7

Memorandum of Conversation, by Mr. Charles W. Lewis of the Division of Near Eastern Affairs

[WASHINGTON,] June 12, 1943.

Participants: Captain Struble, U. S. N.
Captain Paul Foster, U. S. N.
Captain Hale, U. S. N.
Mr. Villard
Mr. Lewis

Mr. Villard reviewed briefly the interest of the Department and of President Barclay in the construction of a port in Liberia, and then stated that President Roosevelt had indicated to Mr. Berle that he was interested in seeing a port built in Liberia which could be utilized by our Navy, particularly for submarine purposes. Mr. Villard pointed out that while various points on the Liberian coast had been mentioned as possible sites for ports, including St. Paul River, Monrovia, Bassa Point and Hooper’s Patch (both near Marshall), and Baffu Bay, we were not in possession of sufficient information to enable

28 Adolf A. Berle, Jr., Assistant Secretary of State.
the Department to make a decision as to which would be the best site, engineering and other technical factors considered, particularly if the port were to serve for naval purposes. Mr. Villard explained that his object in bringing this question to the attention of the Navy Department was to propose that the Navy Department conduct a survey for the purpose of ascertaining the most suitable place for the construction of the proposed port. He suggested that this might be accomplished on the basis of data available in Washington, or it might be necessary, if the available data were found inadequate, to send some naval engineers to Liberia to conduct an on-the-spot survey.

Captain Struble said that he would be glad to make inquiries in the Navy Department with a view to obtaining its reaction to Mr. Villard's suggestion. Both he and Captain Foster were of the opinion that it might be advisable for the Department of State meanwhile to suggest to the President that he might wish to issue a directive to the Navy Department to conduct the survey. Mr. Villard agreed that this would probably be the best mode of procedure and informed the officers that their recommendation would be followed. At the suggestion of Captain Foster, it was also agreed that a statement should also be included in the communication to the President indicating the proposed means of financing the construction of the port and the amount of money which it was tentatively calculated would be needed for the project. The officers were informed that following informal conversations with Mr. Sidney De la Rue, of the Lend-Lease Administration, we had been assured by Mr. De la Rue of the interest of that agency in the project and had later been advised by Mr. De la Rue that the sum of $5,000,000 had been included in OLLA's budget for the construction of a port in Liberia and for necessary access roads.

Memorandum of Conversation, by the Assistant Chief of the Division of Near Eastern Affairs (Villard)


In the course of conferences with President Barclay in New York on June 17 and 18 I described what we proposed to do in regard to making a survey of the port sites in Liberia. On June 18 I conveyed the message of President Roosevelt to the effect that he had agreed with our recommendation that the survey should be made by a commission appointed by the Navy Department.

President Barclay was visibly pleased that the matter had advanced so far. However, he said jokingly that before the turkey was roasted
it would like to have a chance to say a few words as to the manner in which it would be carved up.

President Barclay said that the only condition he attached to the development of a port in his country was that it should be economically beneficial to Liberia. He said that he fully realized the strategic purposes to which it would be placed by the United States Government; that he had gathered as much from his conversation with President Roosevelt in Liberia; and that this strategic use of a harbor in Liberia would be satisfactory to him and to the Liberian Government. Nevertheless, any port which did not take into account the economic possibilities of Liberia and their systematic development could not meet with Liberia's approval.

The plan of appointing a United States naval commission to examine the port sites and make recommendations was fully approved by President Barclay, as well as by President-elect Tubman. Although the exact naval use of such a port was not mentioned, I received the impression that any manner in which the Navy desired to make use of the site would be agreeable to the Liberian Government. The President suggested that the sites to be examined should include Mamba Point at Monrovia, the mouth of the St. Paul's River, Marshall, Baffu Bay, and Fisherman Lake. President Barclay said that he personally would prefer not to have the harbor at Monrovia itself. He pointed out that Baffu Bay was ideal from the strategic point of view, but that no development whatever existed there and that it had no particular relation to the economy of the country.

I assured President Barclay that the naval engineers to be appointed for the purpose of the survey would have access to all the data in our possession and that they would fully take into account the desire of the Liberian Government to have the port located where it would benefit the country economically. President Barclay said that if the engineers approached the problem in a detached manner and took into consideration any recommendations or suggestions which the Liberian Government might have, it would be satisfactory to him.

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Memorandum of Telephone Conversation, by Mr. Charles W. Lewis of the Division of Near Eastern Affairs

[WASHINGTON,] June 24, 1943.

I telephoned Captain Struble, with whom we have been having conversations concerning the possible construction of a port in Liberia, and asked him whether the Navy Department had as yet received
any directive from the White House with regard to the survey of port sites in Liberia. Captain Struble said that last Saturday, June 19, the General Board received a request from the White House for a statement as to where the Navy thought a port should be built. The Board replied that they thought that the port should be located where it could best serve the long-time commercial interests of Liberia, saying that navy needs could be fitted into any site selected on the basis of this consideration, but the Board did not indicate specifically where the port should be located. I said that it was our understanding that it had been the desire of the President that the Navy should make a survey for the purpose of making specific recommendations with regard to a port site and presumably, also, to prepare an estimate of probable cost. Captain Struble replied that he had not actually seen the communication from the White House to the Board nor the Board’s reply but that it was his impression, from what he had heard, that the facts were as he had stated them. Captain Struble said he presumed that the White House would inform us of the Navy Department’s report in due course.

882.1561/8

The Secretary of State to the Secretary of the Navy (Know)

WASHINGTON, July 1, 1943.

My Dear Mr. Secretary: The Department recently suggested to the President, in view of his expressed interest in a proposal advanced by this Department for the construction of a port in Liberia, that it might be advisable to have an official survey made by the Navy Department of suitable port sites in that country for the purpose of determining the site which would best serve our naval purposes and the economic needs of Liberia. This suggestion was made because of the apparent absence of adequate data in Washington upon which to base a decision as to where the port should be located, engineering and other technical factors considered.

The Department was subsequently informed by the President that he had approved this suggestion and that the matter had been referred to the Navy Department.

It would be very much appreciated if you could advise me what action has been taken, or is contemplated, by the Navy Department in regard to the survey.

Sincerely yours,

Cordell Hull
President Roosevelt to the Secretary of State

WASHINGTON, July 3, 1943.

My Dear Mr. Secretary: Replying to your letter of 16 June 1943 in regard to the construction of a port in Liberia, I have consulted the Secretary of the Navy on this question. He recommends that construction of the port be proceeded with as practicable, and that as an initial step a survey be made, under direction of the Navy Department, to determine its location.

The Secretary of the Navy desires that provision be made in the port for establishment of an outlying base for submarines and patrols. It is suggested that you communicate directly with him in regard to further procedure with the project.

The interest of the Navy Department is associated with the security of South America, particularly Brazil, but the value of a port in Liberia is largely dependent upon continued use by the United States of Ascension Island and Dakar and the air fields at those places. Please be guided by the above considerations in future conversations by the Department of State with interested countries.

Very sincerely yours,

FRANKLIN D. ROOSEVELT

The Secretary of State to the Secretary of the Navy (Know)

WASHINGTON, July 15, 1943.

My Dear Mr. Secretary: I have received a letter dated July 3, 1943 from the President stating that he had consulted you regarding the construction of a port in Liberia and that you had recommended a survey of possible port sites as an initial step in this project.

I concur in this recommendation and believe that the survey should be undertaken by the Navy at the earliest practicable moment. The Government of Liberia is agreeable to the proposed port construction and will, I am confident, cooperate in any survey that may be made.

This Department will be glad to be of any assistance possible in the matter. The Division of Near Eastern Affairs has certain data in this connection which it will make available to appropriate officials of the Navy upon request.

Sincerely yours,

CORDELL HULL

37 Not printed.
The Secretary of State to President Roosevelt

WASHINGTON, September 4, 1943.

My Dear Mr. President: With reference to your letter of July 3, 1943, concerning a survey to be made, under the direction of the Navy Department, to determine the location of a proposed port in Liberia, a communication has been received from the Navy Department stating that its preliminary survey has been completed and that a careful study of engineering reports and other data available has led to the conclusion that the best site for the port is the estuary of the St. Paul River, four or five miles north of Monrovia. It is added, however, that probings and probably borings will be required to determine whether the cost of a port at this site would be prohibitive. Should a survey at the site indicate that the cost of the development would be prohibitive the Navy Department then recommends that Mamba Point, adjacent to Monrovia, be surveyed as an alternative site. The Navy Department feels that the survey on the St. Paul River site and, if necessary, on the Mamba Point site might well be undertaken by a civilian company, under an appropriate contract with the Liberian Government, but it has expressed its willingness to detail one or more observers to be present during the survey.

Since the Liberian Government does not have funds available for such a survey, it will be necessary, if the project is to be carried forward as suggested by the Navy Department, for this Government to provide the funds.

The Raymond Concrete Pile Company, a large and reputable American construction company, which is favorably known to the Navy Department, has estimated the cost of effecting the survey at the St. Paul River at $85,000. The Navy Department feels that this is a reasonable estimate.

On the basis of a War Department estimate made some months ago, it is calculated that a port could be constructed at the St. Paul River for $8,580,000. This estimate includes the cost of constructing docks, warehouses, water, light and sanitary facilities and oil storage tanks, which would form a part of the permanent harbor works. Adding the cost of the survey, the total cost of the port would be approximately $8,665,000.

The Lend-Lease Administration, with which the Department has had conversations on the subject, is understood to have funds available for the project. However, the Lend-Lease Administration will wish a directive from you before allocating the money.

28 Dated August 10, not printed.
If the port project is undertaken an agreement will be entered into between this Government and the Liberian Government for the protection of our naval interest in the port.

The Department recommends that the work be proceeded with as soon as possible. May I have an indication of your wishes in the matter?

Faithfully yours,

Cordell Hull

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President Roosevelt to the Secretary of State

WASHINGTON, 14 September 1943.

Dear Mr. Secretary: The recommendation in your letter of 4 September 1943 for the construction of a port in Liberia, meets with my approval. In concluding your negotiations in this matter with the Liberian Government provision should be made for protection of United States military, air and naval interests in the port with particular reference to our future operational rights there.

Allocation of Lend-Lease funds for this project within the general limitation outlined in your letter is authorized. It is to be understood, however, that the work shall be performed by private contractors since military and naval personnel cannot be assigned without detriment to the war effort.

Very sincerely yours,

Franklin D. Roosevelt

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The Secretary of State to the Lend Lease Administrator (Stettinius)

WASHINGTON, September 24, 1943.

My Dear Mr. Stettinius: I enclose for your information a copy of a letter which the Department addressed to the President under date of September 4, 1943, regarding the proposed construction of a port in Liberia, and a copy of the President’s reply, dated September 14, 1943, in which the President states that allocation of Lend-Lease funds for the project within the general limitation outlined in the Department’s letter is authorized.

Mr. Walter F. Walker, the Liberian Consul General in New York, is being requested by the Department to consult with the Office of Lend-Lease Administration with regard to procedure in filing a requisition for funds for the port project.

26a Ante, p. 685.
26b Supra.
A draft of a proposed agreement between the Liberian Government and the Government of the United States with respect to the construction and operation of the port is being prepared by the Department and will be transmitted to you shortly for such suggestions and comments as the Office of Lend-Lease Administration may care to offer.

Sincerely yours,

CORDELL HULL

882.1561/20

The Acting Secretary of State to the Minister in Liberia (Walton)

No. 362        WASHINGTON, November 3, 1943.

Sr.: There is enclosed herewith a draft of a proposed agreement with Liberia relating to the construction of a port and port works on the coast of Liberia.

There is enclosed also a Full Power, signed by the President, authorizing you to negotiate, conclude and sign an agreement between the Government of the United States of America and the Government of the Republic of Liberia relating to the construction of a port and port works on the coast of Liberia.

It is requested that at your earliest convenience you take up with the appropriate Liberian authorities the matter of negotiating, concluding and signing an agreement along the lines of the enclosed draft. The draft has the approval of the interested authorities of this Government. It should be understood that in the course of negotiations for an agreement of the character here proposed, either Government retains full liberty to propose such changes or modifications before the agreement is signed as may be considered by such Government to be desirable. It is expected that the Liberian authorities may wish to propose certain changes or modifications in the draft, in as much as they have not been afforded an opportunity to express their views concerning the terms of the proposed agreement or concerning the phraseology of the draft, except in so far as their views may have been reflected by informal comments made by the Liberian Consul General at New York.

It is requested that you inform the Department with respect to any counterdraft or counterproposal which may be received by you from the Liberian authorities in connection with this matter. The Department will send you such further instructions as may seem to it to be necessary as a result of any counterproposals which may be made by the Liberian authorities.

Alternate copies of the agreement will be prepared by the appropriate Liberian authorities for signature in Monrovia, after the text has

*Not printed.*
been agreed upon by both Governments. The form of the *alternat* is explained at length in Foreign Service Regulations, Chapter XI, section 2. Before signing the agreement the Legation will undertake to make certain that the text as prepared for signature is in all respects the same as the text agreed upon.

When the agreement has been signed you will transmit to the Department the original signed *alternat* for the United States of America.

You should inform the Department by telegram in advance of the date fixed for the signing of the agreement, for the attention of the Treaty Division, in order that the Department may prepare an appropriate press release. You should also inform the Department by telegram when the agreement has been signed.

Very truly yours,

For the Acting Secretary of State:

A. A. BERLE, JR.

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882.1561/25 : Telegram

*The Minister in Liberia (Walton) to the Secretary of State*

**MONROVIA, December 4, 1943—3 p.m.**

[Received December 6—5:20 a.m.]

202. Cabinet Friday favorably considered port project. Agreement is likely to be concluded and signed week of December 13.

WALTON

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882.1561/26 : Telegram

*The Minister in Liberia (Walton) to the Secretary of State*

**MONROVIA, December 13, 1943—6 p.m.**

[Received December 14—9:08 p.m.]

211. Liberian Government proposes that article 5 of proposed agreement, a copy of which was transmitted *31* with Department’s instruction No. 362, November 3, 1943, be amended to read that

“Immediately after the completion of the port and port works and access roads, or from such date as the port is in a condition to receive ships and cargo, a port authority should be set up which shall be a municipal corporation with obligation appertaining to such corporation and under the joint and equal management and control of American and Liberian membership.”

WALTON

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*31* Not printed.
882.1561/26 : Telegram

The Secretary of State to the Minister in Liberia (Walton)

WASHINGTON, December 16, 1943—9 p.m.

139. The Department does not understand, reference your telegram no. 211, December 13, what is meant by “a municipal corporation with obligation appertaining to such corporation”. Please elaborate, particularly as regards how Americans could participate in a Liberian municipal corporation.

HULL

882.1561/27 : Telegram

The Minister in Liberia (Walton) to the Secretary of State

MONROVIA, December 21, 1943—2 p.m.

[Received 9:11 p.m.]

217. Liberian Government eliminates all reference to “municipal corporation” referred to in Department’s No. 139, December 16, 9 p.m. Recommends “there be incorporated in article 5 that board of directors or port authority shall be composed of joint and equal membership of Americans and Liberians in the nature of a company or corporation to be organized and operated under the laws of Liberia with the right to make contracts, sue and be sued, plead or be impleaded in any court of Liberia.”

Prompt reply would be appreciated.

WALTON

882.1561/26 : Telegram

The Secretary of State to the Minister in Liberia (Walton)

WASHINGTON, December 29, 1943—11 p.m.

143. The last sentence, paragraph 1 of Article 5, reference your telegram no. 217 of December 21, makes provision for “adequate and equitable representation” for Liberia on the board of directors. While “adequate and equitable” remains to be defined in the operating contract, it is the desire of this Government that Liberia should be afforded a voice in the operation of the port sufficient to represent the Government’s point of view and to afford Liberians an opportunity to become fully familiar with modern port operations, looking forward to the time when operating control and ownership of the port will pass to Liberia. In order that the Liberian Government might know what we have in mind it is contemplated that the board
of directors would be composed of five members, two of whom would be Liberians. It is our view that one of these should be the Liberian Secretary of the Treasury and the other appointed by the President of Liberia.

Considering the probable cost of the port and the fact that the project is not to be paid for from revenues of the Liberian Government but from the port itself, this Government feels that operating control must, in the final analysis, rest with the American company. It is not certain that this could be accomplished under joint control. It should be emphasized that the third paragraph of Article 5 gives the Liberian Government recourse in the event it should become dissatisfied with the performance of the operating company.

No objection is perceived to the proposed legal position of the company or corporation, but this can be taken care of in operating contract.

Please communicate the above views to the Liberian Government and state that this Government will not fail to consider always the interests of Liberia.

Hull

882.1561/28 : Telegram

The Minister in Liberia (Walton) to the Secretary of State

MONROVIA, December 31, 1943—8 p. m. [Received January 1, 1944—5:44 a. m.]

222. Agreement for construction of port and port works on the coast of Liberia was concluded and signed today at 6 p. m. by Secretary Simpson and myself. Agreement No. 143, December 29, 11 p. m., was received this forenoon and views expressed therein were directed to the attention of President Barclay and Secretary Simpson. Point raised by Liberian Government was clarified to their complete satisfaction. No change was made in original text of agreement.

The signing of agreement will have been the last important transaction performed by the Barclay administration.

I was given no opportunity to comply with last paragraph of instruction No. 362, November 3, 1943, that I telegraph Department in advance of date fixed for the signing of the agreement for the attention of the Treaty Division.

Walton

\*\* For text of the agreement, see Department of State Executive Agreement Series No. 411, or 58 Stat. (pt. 2) 1357.
ATTITUDE OF THE DEPARTMENT OF STATE WITH RESPECT TO THE
CONCERN OF THE FIRESTONE PLANTATIONS COMPANY REGARDING
NEW LABOR LEGISLATION ADOPTED IN LIBERIA

882.5941/13

Memorandum of Conversation, by the Assistant Chief of the Division
of Near Eastern Affairs (Villard)

[WASHINGTON,] January 22, 1943.

Participants: Harvey S. Firestone, Jr.33
Mr. B. H. Larrabee, Vice President, Firestone Plantations.
Mr. Villard

Mr. Firestone brought in a copy of a radio message34 from the
resident manager35 of the Firestone Plantations transmitting the
text of a bill which had been passed this week in the Liberian Legis-
lature fixing a minimum wage for workmen and defining and protecting
the rights of the working classes in Liberia. It appeared that
this bill had been introduced in the Liberian House on January 18,
passed the same day, and passed by the Senate on January 20. The
bill is scheduled to go into effect on February 1, 1943 and apparently
only awaits the signature of President Barclay.

Mr. Firestone said that in his opinion this bill would create chaos
in Liberia and would have a most adverse effect on the stability of the
country at this critical juncture. He said that Liberia was not even remotely ready for labor legislation of this character and that it would play havoc with Firestone's present urgent attempt to increase sub-
stantially the production of rubber. Mr. Firestone did not believe
that the Liberian Government was capable of carrying out any such legislation at this time and that great confusion would be caused by introduction of the law. Mr. Larrabee called particular attention to the provision of Section 9, which included a penalty of not to exceed $1,000 for the utterance of "any abusive language having a racial basis" directed against any Liberian by a foreign employer. This in itself, Mr. Larrabee felt, would afford a basis for innumerable unjustified complaints and would require the employment of several additional lawyers by Firestone. Mr. Larrabee also felt that the time and a half for overtime provisions of the law, as well as the provision regulating the hours of employment for such persons as chauffeurs, etc., would enormously complicate Firestone's operations.

Both Mr. Firestone and Mr. Larrabee did not seem so much concerned at the possible effect of this measure on expenditures under the Firestone payroll as they did at the difficulties in carrying out the law.

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33 President, Firestone Plantations Company.
34 Not printed.
35 George H. Seybold.
Mr. Firestone suggested that the Department should bring to President Barclay's attention certain considerations which ought to be taken into account before the measure became a law. One such consideration was the great difficulty of administering and enforcing such a law in Liberia’s present state of development, when similar measures had been found to present most complicated problems in the United States. Another effect of the measure would undoubtedly be to discourage any foreign enterprise from entering Liberia and assisting in the economic development of the country.

I told Mr. Firestone that we had received no word whatever from Monrovia on this subject and that the move was as much of a surprise to us as it was to him. I said we would be prepared to send a telegram to our Chargé d’Affaires instructing him to report on the measure and that we would consider the possibility of asking President Barclay to delay further action until our observations, pertaining to Liberia’s welfare, could be brought to his attention.

Mr. Firestone commented that in his opinion this act by President Barclay was in the nature of a “swan song”, since the President's tenure of office expires a year from now and he probably wished to go on record as having enacted something of great benefit to Liberia's working classes.

I said I would let Mr. Firestone know the results of any action we might take.

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**Telegram**

*The Secretary of State to the Chargé in Liberia (Hibbard)*

**WASHINGTON, January 22, 1943—7 p. m.**

7. Department has been informed by Firestone of the provisions of a bill in the Liberian Legislature this week fixing a minimum wage for workmen and “protecting the interest of the working classes.” It is observed that the act is to go into effect on February 1, 1943.

Please telegraph immediately a report on this measure and an estimation of its effects.

Hull

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**Telegram**

*The Chargé in Liberia (Hibbard) to the Secretary of State*

**MONROVIA, January 26, 1943—10 a. m.**

[Received 5:47 p.m.]

11. Department’s telegram number 7, January 22, 7 p.m. Firestone Plantations Company has cabled full text of the bill to Akron and I have requested that the Department be furnished a copy immediately for study.
The following are my comments:
There has been a growing trend in all countries for the past few years and particularly since the war to enact social legislation. Barclay has been more and more influenced by this as he leans strongly to the left. In addition he is nationalistic, xenophobe and antiwhite. These predominant characteristics have produced this bill which is solely his own.

The country is not prepared for such legislation nor is it necessary from the point of view of the people since in the proper sense of the term as understood in developed industrial countries, there are no working classes in Liberia.

Firestone is the largest employer of labor in the country now having approximately 20,000 on the payroll. These have freely and voluntarily abandoned their tribal life to work for Firestone so they cannot be said to be exploited, particularly as they already have housing, medical care and other benefits provided for in this bill which do not exist anywhere else in the country. Wages have recently been raised and the prices of imported goods sold to them are kept below cost. It is doubtful if another thousand individuals can be found in the country who are employed for a daily cash wage under similar conditions.

The next largest employer of labor is the Government which is specifically exempted from the terms of the bill.

All persons employed for a daily, weekly or monthly wage are covered by the bill. Certain categories are specifically enumerated but of these only a few have minimum wages fixed. Those with wages fixed are for the most part employed by Firestone or other foreigners. The terminology is loose. For instance when is a mechanic skilled and who determines this. No provision is made for junior or apprentice employees, a very necessary system where no opportunities for training are available. The wages of household servants are not fixed.

The sections dealing with the employment of foreigners is unnecessary. No one would go to the expense of importing office workers if they were available in quantities in the country but they are not and the Government has never provided any means of training such workers.

The provision for setting up labor courts and the administration of this bill is unclear and incomplete. Those who have observed the inefficient and venal operation of the ordinary courts of law here fully realize the impossibility of there being any fair administration of this complicated measure. Moreover the ordinary courts would seem to have jurisdiction making the establishment of other bodies an unnecessary expense.

Sections 9 and 19 are definitely discriminatory. The former is unnecessary since ordinary courts have sufficient jurisdiction. The
latter can never be enforced against a Liberian as not more than a dozen have 5,000 dollars and they will not be convicted.

To sum up:

(1) The bill is discriminatory being designed to affect Firestone and other foreign firms exclusively and will not be administered against Liberians. Most of them including the legislators freely admit this.

(2) There are not sufficient people qualified to administer the bill. The result will be a constant harassing of employers on petty and venal charges.

(3) Present wages and working conditions provided by foreigners do not make the bill necessary and workers are not demanding it.

(4) The result to us will be to raise the production cost of rubber over a cent a pound on an estimated yield of 32,000,000 without needed benefit to labor.

(5) The effect on Liberia will be inflation and discouragement of the investment of foreign capital in post-war development and exploitation which is the country's only salvation.

Although some such legislation as this was foreshadowed in Barclay's annual message the bill has been prepared in secret by him and there has been an attempt to jam it through without discussion.

HIBBARD

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882.5041/7: Telegram

The Chargé in Liberia (Hibbard) to the Secretary of State

MONROVIA, January 27, 1943—6 a. m.

[Received 10:11 a. m.]

12. My telegram No. 11, January 26, 10 a. m. The amendments to the bill passed by the Senate yesterday have been telegraphed to Akron with the request to forward them to the Department immediately. They do not alter the bill materially. It will be presented to the House today where amendments will unquestionably be agreed to. Barclay has 5 days in which to sign but present indications are that he will do so at once.

HIBBARD

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882.5041/7: Telegram

The Secretary of State to the Chargé in Liberia (Hibbard)

WASHINGTON, February 1, 1943—7 p. m.

17. Your 12, January 27, 6 a. m. Department has been informed by Firestone that labor bill was passed by Legislature January 29. However, the President intimated on his return from Africa that the subject had been broached to President Barclay and a solution reached. Please report any information you may have.

HULL

* For a report on President Roosevelt's visit to Liberia, see p. 658.
The Chargé in Liberia (Hibbard) to the Secretary of State

MONROVIA, February 2, 1943—6 p. m.
[Received February 3—11: 19 p. m.]

16. Department’s telegram 17, February 1, 7 p. m. The labor bill has passed and became effective yesterday although not yet published. Some amendments were made by the Senate and House which clarify it somewhat but the principal provisions remain the same. I hope to send a copy of the final text by air mail 27 pouch leaving tomorrow.

I mentioned the bill to President Roosevelt and know that he discussed it with Barclay. However, his visit was so short and so crowded that he did not have time to inform me of what was said.

Seybold called on Barclay yesterday to present the objections of the Firestone Company. Barclay was affable but firm and brushed aside all objections preferring to discuss his impressions of his conversation with President Roosevelt. As regards point 1 of these objections which raises the issue of the labor provisions of the planting agreement, Barclay said he would not endeavor to abide by this point of the agreement even though he signed it, as to do so would be to deny the constitutional right of citizens to appeal to Government for protection in the regulation of labor conditions. He emphasized that the bill is experimental and that if any of the provisions are found unworkable or detrimental to either side they will be altered or abolished. This may be the solution to which President Roosevelt refers.

Seybold gained the impression from this interview that Barclay believes he has the full approbation of the President.

HIBBARD

Memorandum of Telephone Conversation, by the Assistant Chief of the Division of Near Eastern Affairs (Villard)

[WASHINGTON,] February 4, 1943.

Mr. Larrabee telephoned from Akron to say that a reply had been received from the Firestone Plantations’ resident manager in Liberia, Mr. Seybold, as to the results of his discussion with President Barclay on the terms of the new labor law. The law had been signed by President Barclay on February 1 and was in effect.

Mr. Seybold had reported that President Barclay regarded the measure as an experimental one and that changes might be made in the future. He seemed determined, however, to keep the measure itself in force for at least a year. In this attitude President Barclay

* Despatch No. 26, February 8, not printed.
apparently believed that he had the support of President Roosevelt, who, in discussing the Atlantic Charter and its application to colored peoples, had said it was planned to establish minimum living standards everywhere after the war.

Mr. Seybold had protested that the provisions of the labor law conflicted with the agreement between the Firestone Company and the Liberian Government, which regulated the employment of labor on the rubber plantations. President Barclay had replied that conditions had changed since the signing of that agreement, and that to observe such conditions today would deprive Liberians of their constitutional rights.

It appeared that in the conversation between President Roosevelt and President Barclay, as reported by Mr. Seybold, President Roosevelt had mentioned the fact that he had discussed with Lord Swinton labor questions and taxes in the British African colonies. President Roosevelt had asked Lord Swinton what became of the taxes collected in the British colonies, to which Lord Swinton had made no answer.

Mr. Larrabee then went on to say that the Firestone Company was compelled to serve notice on the Liberian Government that it did not consider itself bound by the labor law and that it regarded the provisions thereof as a direct violation of the Firestone contract. Mr. Seybold was accordingly being instructed to inform President Barclay to this effect. It was fully realized by the company that this would mean a head-on collision and that serious trouble might ensue, but owing to the impossibility of producing rubber successfully under the conditions of the law the Firestone Company had no alternative.

I asked Mr. Larrabee what in particular the company objected to in the law. He replied that the Firestone interests had no objection to the wage provisions and were quite willing to adhere to any other fair standard of wages on the West African coast. However, it would be impossible to administer the plantations on the basis of a 48-hour week with time and a half for overtime. The company also felt that the reference to racial matters in section nine would make that portion of the law impossible to observe. The company also felt that the law was unworkable because there was no provision for study or adjustment of disputes and no appeal except to a Liberian circuit court. Moreover, the labor judges to be set up under the provisions of the law would have the power to permit wholesale strikes in the event that the company did not abide by a decision of such a judge, and no appeal was possible in this case either. The law would

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39 British Minister Resident at Accra.
be enforced by executive decree, rather than along constitutional lines.

I asked Mr. Larrabee if he would send us a copy of Mr. Seybold's report, which he promised to do. He said that he would be glad to come to Washington to discuss the matter at any time, but in the meantime he felt that the Department should be aware of the stand which his company is taking and of the serious results which would probably ensue.

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Memorandum of Conversation, by the Assistant Chief of the Division of Near Eastern Affairs (Villard)

[WASHINGTON,] February 8, 1943.

Mr. Larrabee came in to discuss the recently passed workmen's compensation and protection act in Liberia. He reviewed details of his company's problems in this connection for about an hour.

It was made clear by Mr. Larrabee that the Firestone Company declined to recognize the applicability of the legislation to the Firestone Plantations. Mr. Larrabee said that the labor provisions which had been agreed upon between the company and the Liberian Government had been incorporated into the Planting Agreement as late as 1937 and that at no time had the company received any intimation from the Government that these provisions were unsatisfactory. Through its resident manager in Liberia the company had now served notice on President Barclay that it would not consider itself bound by the recently enacted legislation. As the Firestone Company had invested about $18,000,000 in developing its rubber operations in Liberia, it intended to take a firm stand in the matter and to fight any attempt on the part of President Barclay to enforce the law on the Plantations.

Mr. Larrabee inquired whether the Department intended to take any further action. I said that it did not seem possible to make any move at present, especially as President Barclay had indicated that the law was an experimental one and could be adjusted if difficulties should develop. I said that if the interests of the company were endangered by the application of the law and serious results ensued, the matter could probably be reconsidered here and consideration given to what action, if any, we might be in a position to take.

Mr. Larrabee remarked that the longer the matter was allowed to drift, the more difficult it would be to obtain an adjustment. He said the company was prepared to face serious labor troubles if the Liberian Government insisted on carrying out the provisions of the law.
Mr. Larrabee said that according to information received from the Firestone resident manager the law would have to be implemented by an executive decree, which would provide the detailed mechanism. So far President Barclay had not issued such a decree.

I asked Mr. Larrabee to keep us informed of all developments, which he promised to do.

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Memorandum by the Assistant Secretary of State (Berle) to the Under Secretary of State (Welles)\textsuperscript{49}

[WASHINGTON,] February 11, 1943.

MR. WELLES: I think we should go very slowly about the Firestone suggestion that we protest against the labor law in Liberia. On examination it develops that the only major objection is that clause in the law which subjects the company to fine or imprisonment if there is abuse or discrimination against any worker by reason of his race. This, while relatively innocuous in and of itself, the company thinks will form the basis of a great many blackmail suits, augmented by the venality of the Liberian courts.

But it seems to me that our job is to step in if there is denial of justice. I should question whether the disturbance to the company was likely to be as great as they represent.

I think we were wise in not moving in to prevent enactment of the law as Firestone men wished; and my general feeling is that the Firestone people are crying before they are hurt. If the situation arises, we can probably untangle it without too much difficulty.

A[DOLF] A. B[ERLE], JR.

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Telegram

The Minister in Liberia (Walton) to the Secretary of State

MONROVIA, July 9, 1943—10 a. m.

[Received 4:10 p. m.]

116. President Barclay informs me labor law is experimental and subject to change. He intimates that growing out of conversations at Akron, there is a possibility of legislature at next session modifying provision regarding agricultural labor.

Walton

\textsuperscript{49} Marginal notation by Mr. Welles: "I agree—SW."
The Minister in Liberia (Walton) to the Secretary of State

MONROVIA, August 27, 1943—4 p.m.
[Received August 27—3:42 p.m.]

149. President Barclay informed me today he favored modification of new labor law with respect to agricultural workers and intimated that changes would be made at next session of legislature.

He stated that any such legislative action would be designed to work to the advantage of both Firestone and the Liberian planters. However, he does not believe similar steps should be taken regarding factory workers.

Changes in labor law proposed by Firestone are being studied by Attorney General.

WALTON

UNWILLINGNESS OF THE LIBERIAN GOVERNMENT TO GRANT TAX EXEMPTIONS FOR PAN AMERICAN AIRWAYS EMPLOYEES IN LIBERIA

S11.79682/62a: Airgram

The Secretary of State to the Minister in Liberia (Walton)

WASHINGTON, July 26, 1943—noon.

A-22. In the contract concluded between the Government of Liberia and Pan American Airways on July 14, 1941,41 authorizing the company to establish aerial transportation in Liberia, provisions relative to taxation of the company are contained in Article 6 as follows:

"Sixth: The Government agrees that the Company shall be granted free entry on the importation of aviation fuel and lubricating oil for the use of its airplanes as well as on spare parts and accessories for its airplanes and radio equipment and all material and equipment used in building and equipping aerodromes and landing fields. It is expressly understood, however, that such exemption from import duties does not apply to importations for the personal use of its officials and employees nor for material and supplies for use on its motor boats and launches. The Government agrees not to impose special or discriminatory taxes or fees on the Company or its business during the life of this Contract. Stamp duty will be assessed on tickets, permits of residence and all other documents which are required by the laws of the Republic to be stamped. The Company shall enjoy no exemption from taxes or fees except those expressly enumerated in this contract."

A somewhat more liberal provision for exemption from taxation was included in the agreement relative to Defense Areas entered into

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41 For correspondence regarding this contract, see Foreign Relations, 1941, vol. III, pp. 536-549, passim.
between the Government of the United States and the Government of Liberia on March 31, 1942 (Executive Agreement Series 275), in which the Government of Liberia granted to the Government of the United States the right to construct, control, operate, and defend such military and commercial airports in the Republic of Liberia as might mutually be considered necessary. Article 4 of the Defense Areas Agreement provides:

"All materials, supplies and equipment for the construction, use and operation of said airports of the United States Government and for the personal needs of the military and civilian personnel and their families, shall be permitted entry into Liberia free of customs duties, excise taxes, or any other charges, and the said personnel and their families shall also be exempt from all forms of taxes, assessments and other levies by the Liberian Government and authorities, including exemption from Liberian regulations pertaining to passports, visas and residence permits."

In view of the fact that Pan American Airways is now operating certain services under contract with the United States Army and Navy and may be said to be acting as an agent for the military services, carrying no civilians other than those whose transportation has been approved as essential to the prosecution of the war, and in view of the fact that substantially all of the tax payments made by Pan American Airways to the Liberian Government in regard to such services are expenses for which the United States Government must reimburse the Company under its contract with the United States Government, the War Department has expressed the view that Pan American Airways is entitled to the tax exemptions provided for in Article 4 of the Defense Areas Agreement of March 31, 1942 in connection with such services.

Pending further instructions the Department does not desire that the matter be taken up with the Liberian authorities but wishes to have your comment on the question of an approach to the Liberian Government in an effort to obtain for Pan American Airways and its personnel the exemptions mentioned in Article 4 of the Defense Areas Agreement. At the same time please advise the Department as to the number of Pan American employees now working on the airports involved.

Hull

For correspondence respecting this Agreement, see Foreign Relations, 1942, vol. iv, pp. 385 ff., passim.
The Minister in Liberia (Walton) to the Secretary of State

No. 190

MONROVIA, November 3, 1943.
[Received November 16.]

SIR: I have the honor to refer to the Department’s Airgram No. A-22, July 26, 1943, and to state that, in my opinion, there is little or no likelihood of obtaining for Pan American Airways and its personnel the exemptions in Article 4 of the Defense Agreement of March 31, 1942, between the Government of the United States and the Government of Liberia, because: (1) It is quite probable that the Government of Liberia would take the position that such an amendment would become coterminous with the life of the Agreement concluded between the Government of Liberia and Pan American Airways on July 14, 1941; (2) It would appear that the Liberian Government is inclined to believe that Pan American Airways is carrying others than members of the armed forces and civilians whose transportation has been approved as essential to the prosecution of the war.

It has occurred to me that probably a temporary arrangement might be effectuated designed to obtain for the duration the desired exemptions for Pan American Airways and individual members of the Pan American Airways staff.

Respectfully yours,

LESTER A. WALTON

The Secretary of State to the Minister in Liberia (Walton)

WASHINGTON, November 27, 1943—6:30 p. m.

A—35. In an airgram dated July 26, 1943, No. A—22, the Department requested your comments on the question of whether an approach to the Liberian Government should be made in an effort to obtain for Pan American Airways and its personnel the exemptions from taxation provided for in Article 4 of the Defense Areas Agreement entered into between the Government of the United States and the Government of Liberia on March 31, 1942 (Executive Agreement Series 275). This agreement contains more liberal provisions for exemption from taxation than the provisions relative to taxation contained in Article 6 of the contract concluded between the Government of Liberia and Pan American Airways on July 14, 1941.

In the Legation’s despatch No. 190, dated November 3, 1943, it is pointed out that there is little or no likelihood of obtaining the more liberal exemptions for Pan American Airways and its personnel on an unlimited basis. However, the second paragraph of the despatch
suggests that probably a temporary arrangement might be made to obtain the desired exemptions for Pan American Airways and individual members of the Pan American Airways staff for the duration of the war. This suggestion is in line with the Department’s intention in requesting your comments in airgram A–22 of July 26.

In as much as you have expressed the opinion that such exemptions might be obtained for the duration of the war, you may, unless you see some objections thereto, approach the Liberian Government with a request that Pan American Airways and its personnel be granted the exemptions mentioned in Article 4 of the Defense Areas Agreement for the period during which the Agreement will remain in force which will be for the duration of the war and not to exceed six months thereafter in connection with services which Pan American Airways operates under contract with the United States Army and Navy.

HULL

S11.79682/68: Airgram

The Minister in Liberia (Walton) to the Secretary of State

MONROVIA, January 6, 1944—4 p.m.
[Received January 21—11 a.m.]

A–1. Referring to the Department’s airgram A–35, November 27, 1943, 6:30 p.m., the Liberian Government would not be unfavorable to according Pan American Airways exemptions of taxation with respect to all materials, supplies and equipment for the construction, use and operation of airports of the United States for the duration of the war and 6 months thereafter. However, the Liberian Government does not see its way clear to grant exemptions of taxation on materials and supplies imported into Liberia for the personal use of civilian personnel and the families of Pan American Airways.

 WALTON

NEGOIATIONS REGARDING BRITISH USE OF AMERICAN AIR BASES IN LIBERIA

882.7962/148

The British Minister (Campbell) to the Assistant Secretary of State (Berle)

2171/45/42
WASHINGnTON, January 1, 1943.

MY DEAR MR. BERLE: You will remember that on December 10th we had some conversation about the question of landing rights for the B.O.A.C.44 in Liberia. I reported our conversation to London

44 British Overseas Airways Corporation.
and also to Lord Swinton, the Resident Minister at Accra. In doing so I let them know that our conversation had covered a fairly wide range and that we had, for instance, got onto the wider topic of relations between the services generally in West Africa, and steps it might be useful to take in that connection.

We have now had a telegram from Lord Swinton saying that he feels it is most important that the question of facilities at Roberts Field and Fisherman’s Lake should not get tangled up with wider issues. He points out that B.O.A.C. in Liberia will be operating strictly and solely for British Government account, and that we are asking nothing more in the way of facilities than United States aircraft have received at a large number of British aerodromes.

I think there is something in Lord Swinton’s point about the importance of disentangling this particular question from the wider issues to which you referred in our conversation and which presumably may take a certain amount of time to discuss. I feel sure that the intention you expressed to have it handled on this basis will help towards an early solution.

Lord Swinton has also raised in his telegram the issue of facilities for the Royal Air Force at Fisherman’s Lake and Roberts Field. Such facilities are again similar to those which United States aircraft receive at such a great number of Royal Air Force aerodromes, and at French airfields under the agreement between General Eisenhower and Monsieur Boisson. The Royal Air Force have however not yet been able to obtain facilities at the Liberian fields under the control of the United States authorities. You will remember that in our last conversation I informed you that General FitzGerald had spoken to Lord Swinton at Accra on November 30th about American plans for ferry and re-enforcement routes, which involved the use of facilities at Bathurst, that Lord Swinton had said he could count on being able to use these facilities and had then referred to the difficulties we were experiencing over the use of facilities in Liberia not only for the B.O.A.C. services but also for the operations of the Royal Air Force. Lord Swinton had not however been able to make any headway, since General FitzGerald expressed doubt that the facilities required by the Royal Air Force for their operations were really necessary. Since this is primarily a technical military matter, the pros and cons of which can, as you will I think agree, best be discussed between technicians, I am, now that Lord Swinton has again reverted to it, suggesting to the Joint Staff Mission here that it should be taken

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46 Brig. Gen. S. W. Fitzgerald, Commanding General, United States Armed Forces in Central Africa.
up with the Combined Chiefs of Staff. I feel, however, that you should be aware of the position.

Very sincerely yours,

R. I. Campbell

Memorandum of Conversation, by the Assistant Secretary of State (Berle)

[WASHINGTON,] January 20, 1943.

Sir Ronald G came in to see me at his request.

He raised again the problem of landing rights for BOAC planes in Liberia. With some hesitation he said the dispute had now obviously got to a difficult and acute phase. The British Government was embarrassed because inability to stop at Liberia had forced suspension of operations between Takoradi and Freetown. His cable of instructions said his Government considered this "unjustifiable in face of the recent agreement of the British Government to permit American Airways and Transcontinental Western Airways to set up headquarters in Gambia, having a scheduled service between Accra and Bathurst". The instruction further said that while the British wanted to be sympathetic with the American air services traversing British territory, the Liberian incident was making trouble. For instance, it made it difficult to agree to our request for an agreement that the Army Transport Command might carry mail to the Middle East. Sir Ronald said he was unhappy that an incident which appeared to turn on the local dispute in Liberia should lead to this kind of thing.

I avoided the use of the obvious word "reprisal" and said that it seemed to me in the highest degree unhappy. I felt that, quite irrespective of antagonisms, we ought to reach an agreement on arrangements necessary for the war effort without prejudice to any post-war arrangements, and get on with matters in hand.

A[DOLF] A. B[ERLE], JR.

Later:—I telephoned the substance of this to Assistant Secretary of War for Air, Mr. Lovett. He suggested that we try to get hold of General Fitzgerald who is in this country, through the Chief of Air Staff. He also felt that this seemingly stiff line from the British Government was probably due to parliamentary reaction which followed Juan Trippe's statement, and the insistence of BOAC that a strong stand be taken.

A. A. B., JR.

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Sir Ronald I. Campbell, British Minister.
President, Pan American Airways.
Perhaps a reference to Mr. Trippe's speech at the New York Herald Tribune forum on November 16, 1942.
Memorandum of Telephone Conversation, by the Assistant Chief of the Division of Near Eastern Affairs (Villard)

[WASHINGTON,] January 23, 1943.

At Mr. Berle’s request I telephoned Air Commodore Thornton and asked him to supply us with details concerning the BOAC planes which the British Government desired to have stop in Liberia for refueling purposes. I said that we had had this matter under discussion for some time and that at a conference about two months ago the British air authorities in Washington had been requested to supply precise details as to the need for these BOAC planes to land in Liberia. So far we had not received this information and I suggested to Air Commodore Thornton that he might be able to obtain exact figures concerning the pay loads and capacities of the planes in question.

Air Commodore Thornton suggested that he might better discuss this question with the War Department. I replied that we were working on the problem here in the light of representations made by the British Minister, and that it would be helpful if the figures could be given to us direct.

Air Commodore Thornton then stated that the planes on this run were known as the ensign type, and were used on the trans-African run linking up British West Africa with Khartoum. He did not appear very sure of the terminal at either end, mentioning both Mombasa and Massaua for the eastern terminal. He said that the planes were obsolescent and stripped down to carry freight, with six hours endurance in the air, or about 850 miles. The planes were defined as “commercial planes”, that is, “civilian”, as distinct from “military”, but they did not operate for hire. They carried freight but, of course, could also be used to transport passengers.

According to Air Commodore Thornton, the planes were not worth operating between Freetown and Takoradi unless they could land for refueling at Roberts Field in Liberia, as otherwise the useful load would be too small. I again asked for the exact figures regarding the pay load and gasoline consumption. Air Commodore Thornton then said that he would look up the details and would call on Monday, the twenty-fifth, in order to make an appointment for the purpose of discussing the matter.

*Air Commodore H. N. Thornton of the British Embassy.*
882.796/31: Telegram

The Chargé in Liberia (Hibbard) to the Secretary of State

MONROVIA, January 29, 1943—2 p.m.

[Received 5:24 p.m.]

13. My telegram No. 361, October 24, 9 p.m., and the Department's reply No. 280, October 28, 8 p.m., regarding the use of Roberts Field by British Overseas Airways Company.

I have just been informed by the commanding officer that he has received instructions from General Arnold to grant landing and servicing privileges at Roberts Field to BOAC. I know from telegrams which my British colleague has shown me that this has been the subject of extensive discussion in the Department between British officials and Mr. Berle. In spite of claims to the contrary by the British this service would appear to be a commercial one and I would appreciate information as to whether General Arnold's instructions have the approval of the Department.

HIBBARD

882.796/32

Memorandum of Conversation, by the Assistant Secretary of State (Berle)

[WASHINGTON,] February 1, 1943.

Participants: General Upston; Colonel McBride; Mr. A. A. Berle, Jr.

General Upston and Colonel McBride came in to see me this morning.

They showed me a copy of a memorandum which General Marshall had sent to the President. It seems that the problem of Liberian landing fields had been brought up in the course of the conference between the President and Prime Minister Churchill at Casablanca. As a result of that, General Marshall (who is arguing for the maintenance of General Eisenhower's command and structure in North

53 Foreign Relations, 1942, vol. iv, pp. 414 and 415, respectively.
55 Brig. Gen. John E. Upston, Chief of African and Middle Eastern Theater Unit, Operations Division, General Staff, War Department.
56 Lt. Col. Harry A. McBride, Operations Division, General Staff, War Department.
57 Correspondence regarding the Casablanca Conference of January 1943 is scheduled for publication in a subsequent volume of Foreign Relations.
Africa) had issued an order permitting the B.O.A.C. to land at Roberts Field in Liberia.

Arrived home, he had learnt of the negotiations which the British had initiated with the Department, and had reported the question to the President, for instructions. He feels that we may wish to talk to the President about it.


882.796/17

Memorandum of Conversation, by the Assistant Secretary of State (Berle)

(Washington,) February 4, 1943.

Sir Ronald Campbell came in, at my request.

I referred to the question of the British request for landing rights at Roberts Field, Liberia. I said that I understood this had been taken up at Casablanca and that orders had been given by General Arnold to permit BOAC planes to land for refueling and servicing. I said that prior to the Casablanca conference we had obtained substantial assent from the Army to that end and had prepared a memorandum on the subject. However, since the matter had been taken up directly at the Casablanca conference, I would not hand him the memorandum until I knew what had been decided at Casablanca.

I said I hoped Sir Ronald would realize that the Army technical people were not at all convinced of the technical necessity for this; and that their continued resistance had been due to that fact. As far as they can see, all British interests are fully covered by the landing field at Freetown, only a short distance away. Air Commodore Thornton had not come down to present any technical data on the matter.

But, I said, both the State Department and the War Department were very clear that landing rights at Roberts Field were not important enough to complicate general relationships in that area. In view of the singularly slashing intimations in Sir Ronald's instructions, it seemed plain that this thoroughly unimportant controversy was spreading, which it ought not to be allowed to do. It was purely in the spirit of minimizing this kind of thing that, despite lack of technical conviction, we had arranged the matter here, and I gathered the same view had prevailed at Casablanca. I agreed that I would give him a memorandum covering the situation as soon as we had the full details of the Casablanca order.

Summary of Memorandum by the Assistant Secretary of State (Berle) to President Roosevelt\(^\text{56}\)

WASHINGTON, February 4, 1943.

BRITISH LANDING RIGHTS AT ROBERTS FIELD

1. The British wanted landing rights at Roberts Field, beginning the summer of 1942. Various reasons were given, none of them very convincing.

2. The Army objected, and there was a row which grew in intensity.

3. The British sought State Department intervention November 2, 1942; Army still recalcitrant; British case still unconvincing.

4. British (substantially) threatened reprisals, January 23, 1943. State decided this was no time for a row; prevailed on Army to grant landing and refueling rights but not commercial stop rights. Army acquiesced, but unconvincing.

5. January 29, 1943, Monrovia reported Arnold ordered grant of landing and servicing privileges to BOAC, after discussion at Casablanca. This was substantially the arrangement Army had been induced to accept.

6. Recommended that, the row having been generally settled on January 25 in Washington, the agreement be formalized. Arrangement here appears to be, on the whole, the arrangement ordered by General Arnold.

ADOLF A. BERLE, JR.

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\(^{56}\) Marginal notation: "C[ordell] H[ull] OK FDR".

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The Chargé in Liberia (Hibbard) to the Secretary of State

MONROVIA, February 6, 1943—4 p.m.
[Received 4:20 p.m.]

20. My telegram No. 13, January 29, 2 p.m. The commanding officer at Roberts Field has received instructions from headquarters at Acre to build at once at Fisherman's Lake 16 prefabricated barracks to house approximately 100 men of the Royal Air Force. The British wish to base three planes, presumably Catalinas, there now, this number to be increased later. For my information a clarification of our present policy with regard to these British installations would be very useful. As pointed out before the Liberians look with great disfavor on the establishment of these British units here and it is difficult to explain why since we have undertaken the defense of this country in accordance with our agreement it is necessary to have them.

HIBBARD
WILLIAM J. HULL to the Secretary of State

WASHINGTON, February 9, 1943—11 p. m.

20. Your 20, February 6, 4 p. m. There has been no change in policy with regard to Fisherman’s Lake airfield. War Department has reached a strictly military agreement with the British for the installations mentioned in your telegram for the purpose of facilitating anti-submarine air patrol by Catalinas of a vital area in the Atlantic, which at present they are better able to patrol than we. You may explain to the Liberian Government that this arrangement is made as part of the general defense and for their protection.

There is a change in policy with regard to Roberts Field. It is desired that BOAC planes shall have permission to land at Roberts Field for servicing and refueling by American personnel. It is not contemplated that the British shall be given the right to station personnel or set up installations.

You are requested to approach the Liberian Government at once and to request their assent to the use of Roberts Field for this purpose, and to secure their agreement that this will not be considered a breach of the underlying agreement granting use of the field to the United States, or of the Panair concession. You may point out that the proposed permission to be given to BOAC is strictly temporary, and that it arises from the fact that BOAC is principally engaged in essential war work of interest in the common war effort. The permission, if granted, is therefore not to be considered as giving to BOAC any privilege which might ripen into a permanent right.

For your confidential information, this matter was taken up at the Casablanca conference. Department is concerned lest a relatively minor dispute create friction which may endanger air relations in a number of other areas and have consequences disproportionate to the importance of the subject. It has been made clear to the British Government that Department is not convinced of the technical necessity of it, but prefers to yield the point rather than unduly complicate relations elsewhere in Africa.

HULL

MONROVIA, February 15, 1943—4 p. m.

[Received February 16—6:03 a.m.]

23. Department’s telegram number 20, February 9, 11 p. m. I saw President Barclay this morning and left with him a note requesting
permission for British use of Roberts Field and Fisherman Lake under conditions outlined by the Department. He has agreed and will let me have his formal assent in a few days.

HIBBARD

882.796/18a

The Department of State to the British Embassy

AIDE-MÉMOIRE

The Department has been aware for some months of the desire of the British Government to have the British Overseas Airways Corporation utilize airports in Liberia under the control of the United States Government, and it has discussed this subject on several occasions with the War Department. It is understood that the matter has also been under discussion at frequent intervals between officials of the War Department and representatives of the British Air Ministry in Washington. On January 20, 1943, the problem was again raised by Sir Ronald Campbell, who stated to Mr. Berle that the question had reached an acute stage because inability of the BOAC planes to stop in Liberia had forced suspension of operations between Takoradi and Freetown.

The position of this Government, as explained in previous discussions, has been that the operation in Liberia of other than military aircraft was not contemplated under the terms of the defense agreement between the United States and Liberia and therefore could not be supported because of the clear understanding on this point entertained by the Liberian Government. Moreover, until the engagements of the United States Government in respect to the defense agreement were fully carried out, which is not at present the case, it was felt that any approach to the Liberian Government to obtain permission for the landing of British civil airplanes on transport duty would be premature. Instead, the commanding general of the United States forces in Central Africa turned over a transport plane to the Royal Air Force to permit operation by the latter of a weekly air service between Bathurst and Lagos, with a stop at Roberts Field in Liberia, which service was to be used entirely for British personnel and cargo.

There is no objection to the use of the Liberian airports by transport or cargo planes of the Royal Air Force when necessary. The difficulty lies in granting landing rights for civilian airplanes on transport duty, as distinct from military craft, under the provisions

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87 This is a revision of an aide-mémoire (not printed), sent to the British Embassy on February 17 but returned on February 19 with various marginal notations.
of the defense agreement with Liberia. Pan-American Airways, an American corporation, holds the exclusive landing rights on Roberts Field and Fisherman Lake for non-military aircraft.

On the other hand, the British Government's view has been that the use of the Liberian airports is essential for refueling purposes in the operation of the BOAC services on the West Coast of Africa, particularly to enable the planes to make shorter flights and thus increase their useful loads. It is understood that these services are considered by the British Government to be vital to the war effort and that the increased cargoes which could be carried would materially assist in the prosecution of the war.

On November 18, 1942, a conference was held at Group Captain Merer's office in Washington, attended by representatives of this Department, the War Department, and the Royal Air Force, at which it was agreed that information would be furnished concerning the frequency of the service and the payloads involved, and showing the extent to which the use of Liberian fields would increase the payloads. At that meeting it was also agreed that on receipt of this information the possibility of taking up the subject with the Liberian Government would be considered further, on condition that no request would be made for British installations in Liberia, that the refueling would be performed by the American military authorities, and that the facilities would be terminated at the end of the war. Up to February 9, 1943, no details along the above lines had been supplied by the British Government.

Nevertheless, in recognition of the British desire and in the hope of contributing in every way possible to an early ending of the war, the United States Government is willing to discuss this question with the Government of Liberia with a view to making temporary arrangements for BOAC planes to stop at Roberts Field for purposes of refueling by the American authorities. Such arrangements would be made on the basis of the wartime emergency and would under no circumstances be valid beyond the duration of the war.

It may be stated that this Government regards seriously its relations with the independent Republic of Liberia. The United States Government is particularly desirous of carrying out in good faith its understanding with Liberia on defense matters because of the cooperation displayed by that country in making its territory available for military purposes and in otherwise assisting the cause of the United Nations. The responsibility resting on this Government of asking the Liberian authorities to extend the interpretation of the defense agreement so as to include British civil airplanes on transport duty is considerable, because of the necessity of justifying at the conclusion of the war any of the arrangements made by or with the consent of the
American military authorities while Liberian territory was under United States jurisdiction. This Government must be prepared to answer to the Liberian Government for all such commitments as that represented by the request of the British Government for the use of the landing fields in Liberia. Moreover, as previously mentioned, until its own engagements are fulfilled with respect to the defense of Liberia, the Government of the United States is reluctant to present to the Government of Liberia the question of landing rights for the civil airplanes on transport duty of a third country.

Finally, it may be said that the difficulty in this matter is increased by the fact that the Liberian Government is inherently suspicious of British motives, due to various acts in the past which the Liberians have interpreted as encroachments on Liberian territory from the neighboring British colony of Sierra Leone.

WASHINGTON, March 2, 1943.

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The First Secretary of the British Embassy (Hayter) to the Chief of the Division of Near Eastern Affairs (Alling)

441/15/43

WASHINGTON, March 23, 1943.

Dear Mr. Alling: There is one point in connexion with the aide-mémoire about the utilisation of airports in Liberia which Mr. Villard gave me on March 2nd 63 which is not quite clear.

You may remember that when I first discussed this question with you on July 1st last I mentioned that we were anxious to obtain permission not only for B.O.A.C. land planes to use Roberts Field but also for flying boats operated by the corporation to use the base at Fisherman’s Lake. A reference to this is contained in the memorandum which Sir Ronald Campbell left with Mr. Berle on December 14th.64 The Air Ministry inform us that the ability to refuel at Fisherman’s Lake would improve the pay load of both Sunderland and Boeing type flying boats by over 2,000 pounds in each case and would enable them to cope more easily with the collection and delivery of loads from and to Freetown, where the best shipping connexion with the United Kingdom exists. It is possible that this question is already covered by the permission which you were so kind as to obtain for us from the Liberian Government. I should be glad to know whether you consider that this is the case.

Naturally the use of Fisherman’s Lake by these flying-boats would be subject to the same conditions as apply to the use of Roberts Field by land planes.

Yours very sincerely,

W. G. Hayter

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63 Supra.
64 Not found in Department files.
Memorandum of Conversation, by the Assistant Secretary of State (Berle)

[WASHINGTON,] April 20, 1943.

Sir Ronald Campbell came in, at my request.

I referred to the application we now had from the British Government to make the sea plane base in Liberia available to the BOAC flying boats.

I said that we had made landing rights at Roberts Field available to the land planes of the BOAC, on the understanding that they would be used for military purposes only. Nevertheless, it developed that the actual use to which they were put did not conform to our understanding of military use. Many of the passengers were Syrian traders, to whom our own military planes had refused priority, on the ground that they were civilian. I said I did not wish to make this a matter of formal communication, but for Sir Ronald's convenience would give him a copy of the memorandum covering the facts. I then gave him, in this personal fashion, a copy of the memorandum which had been drawn by Mr. Alling, after consultation with Colonel McEride.

I said that I hoped Sir Ronald would tell me whether he considered that flying privilege important. I was frankly unable to see why it was important, in view of the fact that the British had perfectly good landing fields within 175 miles of Monrovia.

A. A. B[ERLE], JR.

882.796/37

The Department of State to the British Embassy

Memorandum

Reference is made to Mr. Hayter's letter of March 23, 1943 regarding the desire of the British Government to obtain permission for the use of the base at Fisherman Lake in Liberia by BOAC flying boats, in addition to the use of Roberts Field by BOAC land planes.

The only understanding so far reached with regard to the use of Fisherman Lake is an arrangement between the War Department and the appropriate British representatives in connection with the basing of four Catalina flying boats of the RAF for anti-submarine patrol missions. The British request for such use was granted on the basis of urgent operational necessity as stated by the RAF. The agreement was made with the specific understanding (confirmed in writing by

infra.
a letter of January 26, 1943 to General Handy from Air Commodore S. C. Strafford, British Joint Staff Mission) that the British corporation would make no commercial use of the facilities at Fisherman Lake and would vacate the station upon request.

Before considering the question of the use of Fisherman Lake by BOAC flying boats, it would appear desirable to examine more closely the nature of the services engaged in by the BOAC land planes which move through Roberts Field in Liberia. According to a report from the Staff of Brigadier General Shepler W. Fitzgerald, Commanding General, African–Middle East Wing, it does not appear that the BOAC land planes are primarily carrying military cargo or personnel but that they are largely interested in commercial passengers and freight. For example, on March 26, 1943 a BOAC plane landed at Roberts Field with twenty-three civilians and no military passengers. At Kano in Nigeria there are said to be 150 tons of spare parts for British aircraft awaiting transport, which are never picked up by BOAC planes. The passengers carried are reported to include Syrian traders, who would not be transported on United States planes because their passage was considered unnecessary to the war effort. The BOAC planes passing through Maiduguri, Nigeria are reported by the office of the United States Air Transport Command to be carrying principally civilian passengers and freight. At this station on several occasions members of the RAF have applied to the Air Transport Command for transportation to the next stop on the BOAC line, this taking place on the same day that the BOAC was running a plane carrying an almost total load of civilian passengers.

Reverting to the question of BOAC flying boats, officials of the War Department appear to take exception to the statement made in Mr. Hayter's letter concerning the increase in payload which could be effected by a stop at Fisherman Lake. Taking the distance from Freetown to Fisherman Lake as 175 miles, and taking the fuel consumption figure for four-engine aircraft of the Sunderland or Boeing type at normal speeds as one gallon per mile, the figure of 175 gallons or about 1,050 pounds is obtained. This would represent about one-half the increase in payload mentioned by Mr. Hayter.

Moreover, on the basis of a recent report of the War Department, it appears that BOAC flying boats do not land at either Takoradi or Accra, but travel direct between Freetown and Lagos. It is pointed out that if such flying boats could increase their payloads by landing and refueling in Liberia, by the same token their payloads could be increased by landing en route at Takoradi or Accra.

WASHINGTON, April 20, 1943.

\*\* Not found in Department files.
The British Embassy to the Department of State

AIDE-MÉMOIRE

His Majesty's Government in the United Kingdom have received the aide-mémoire of the Department of State dated February 17th, and have noted with appreciation the action of the United States Government in arranging facilities for British Overseas Airways Corporation aircraft on transport duty to refuel in Liberia.

At the same time His Majesty's Government observe that in the final paragraph of the Department's aide-mémoire, reference is made to the inherent suspicion of British motives entertained by the Liberian Government owing to "various acts in the past which the Liberians have interpreted as encroachments on Liberian territory from the neighboring British Colony of Sierra Leone".

His Majesty's Government think it desirable to point out that in respect of the period covering the last thirty-seven years the facts are as follows:—The undemarcated boundary between Sierra Leone and Liberia was the cause of much friction during the years following 1906 but the matter was settled in 1914. In 1929 the Sierra Leone Government reported that a certain piece of territory which had been regarded as part of the Sierra Leone Protectorate was actually Liberian territory. Proposals for the adjustment of the matter involving the return of the territory in question to Liberia were readily accepted by the Liberian Government who expressed gratification at the "just and even generous attitude of His Majesty's Government". Since that date relations between Sierra Leone and Liberia have been normal.

WASHINGTON, April 20, 1943.

The First Secretary of the British Embassy (Wright) to the Assistant Secretary of State (Berle)

Dear Mr. Berle: You may recall that towards the end of April you discussed with Sir Ronald Campbell a request previously put forward by this Embassy on behalf of His Majesty's Government for landing rights for flying boats on the British Overseas Airways Corporation at Fisherman's Lake in Liberia, and that you referred in this connection to the views of the United States military authorities on certain aspects of the services performed by British Overseas Air-

See footnote 57, p. 710.
ways Corporation in West Africa, and on the advantages, in terms of increased pay load, which could be expected if the facilities in question were granted.

I now write to inform you that, in view of the possibility of using Abidjan for the purpose in view, His Majesty's Government do not wish for the present to press their request for facilities at Fisherman's Lake.

At the same time, in view of the fact that some of the statements which you conveyed to Sir Ronald Campbell during the interview seem to be based on a misunderstanding of the status of British Overseas Airways Corporation, and on the nature and purpose of its operations in Africa, I take this opportunity of transmitting herewith two memoranda, the first of which is a statement by the Permanent Under Secretary of State for Air on the relations, financial and other, of British Overseas Airways Corporation with His Majesty's Government in the United Kingdom, and the second deals in detail with the specific points raised in regard to the Corporation's activities in Africa.

Yours sincerely

MICHAEL WRIGHT

[Enclosure]

The following is a list of statements by United States military authorities regarding the operations of British Overseas Airways Corporation in Africa as reported by Mr. Berle of the State Department in conversation with Sir Ronald Campbell, together with the observations of His Majesty's Government thereon.

First Statement—"It does not appear that the B.O.A.C. land planes are primarily carrying military cargo or personnel but that they are largely interested in commercial passengers and freight."

With rare exceptions (see observations on statement No. 3), traffic in the United Kingdom-West Africa and trans-African services of B.O.A.C. is allocated by the Air Transport Priorities Boards in London or in Cairo, who give space only to official passengers traveling on business connected with the war effort, and to official freight. Such official passengers or freight are not, of course, necessarily military, and a civilian passenger may well be much more important than a given military passenger from the point of view of the war effort.

Second Statement—"At Kano in Nigeria there are said to be 150 tons of spare parts for British aircraft awaiting transport, which are never picked up by B.O.A.C. planes."

62 Not printed; it explained that the B.O.A.O. was in no sense a commercial undertaking but was operated as a service of the British Government.

63 The enclosure printed below.
His Majesty’s Government are, of course, aware of the large accumulation of dead load awaiting onward conveyance at Kano. Recently the accumulation has been considerably reduced by the intensification of Ensign operations between Khartoum and Kano and by R.A.F. Dakota shuttles. But the presence of an accumulation of cargo at Kano should not prevent B.O.A.C. from endeavouring to clear heavy loads on the through route from Lagos to the Middle East.

Third Statement—“The passengers carried are reported to include Syrian traders.”

As stated in the observations on Statement No. 1, exceptions are occasionally made to the rule that only official passengers are carried on B.O.A.C. aircraft. It is sometimes possible to take on a non-priority passenger either on a lightly loaded intermediate section of the route or in the event of a priority passage being suddenly thrown up at very short notice. The Syrian traders referred to in this statement are cases in point; such traders have been carried from Khartoum to Lagos and on to Accra, as the B.O.A.C. services are lightly loaded in the westbound direction and there is occasionally capacity to spare on this stage, after official demands have been met.

Fourth Statement—“At [Maiduguri] 65 on several occasions members of the R.A.F. have applied to the Air Transport Command for transportation to the next stop on the B.O.A.C. line, this taking place on the same day that the B.O.A.C. was running a plane carrying an almost total load of civilian passengers”.

The fact that there has been no capacity available for military personnel whose journeys originate at Maiduguri is not surprising. There is no excess capacity out of Maiduguri and therefore sectional traffic originating there can only be carried at the expense of through load. As regards transportation of civilian passengers, see the observations on Statement No. 1.

Fifth Statement—Doubt is thrown on the statement made in a letter from Mr. Hayter to Mr. Alling of the State Department dated March 23rd to the effect that “the ability to use Fisherman’s Lake would improve the pay load of both Sunderland and Boeing type flying boat by over 2000 lbs. in each case . . .” and it is suggested that the saving would in fact amount to only a little more than 1000 lbs.

An analysis of the loading table for Boeing type flying boats on the West African route shows that the pay load for the Bathurst–Lagos section would be increased by no less than 2,722 lbs. if the flight were interrupted at Fisherman’s Lake for refuelling. See attached table.66

65 Brackets appear in the original.
66 Not printed.
The British Chargé (Campbell) to the Secretary of State

441/33/43
No. 538

His Majesty's Chargé d'Affaires presents his compliments to the Secretary of State and with reference to this Embassy's aide-mémoire of April 20th last and to previous correspondence regarding the desire of His Majesty's Government in the United Kingdom to obtain re-fueling facilities in Liberia for aircraft of the British Overseas Airways Corporation has the honour to inform him that in view of the fact that facilities for flying boats operating on the West Coast of Africa are now available at Abidjan on the French Ivory Coast, and that the additional capacity now available to flying boats has enabled His Majesty's Government to cancel the Ensign extension service between Lagos and Freetown, it is no longer necessary for the British Overseas Airways Corporation to use Roberts Field for their Ensign land aircraft.

His Majesty's Government hope, however, that so far as the United States Government are concerned, the permission granted to British Overseas Airways Corporation to use Roberts Field as a re-fuelling halt will remain in force if and when it should again be necessary for them to operate land aircraft over this route.

WASHINGTON, August 20, 1943.

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The Secretary of State to the British Chargé (Campbell)

The Secretary of State presents his compliments to the British Chargé d'Affaires ad interim and refers to the Embassy's note no. 538 of August 20, 1943, stating that it is no longer necessary for Ensign land aircraft of the British Overseas Airways Corporation to use Roberts Field in Liberia as a refueling halt.

It is noted that the Embassy has expressed the hope that permission to use the refueling facilities at Roberts Field will remain in force if and when it should again be necessary for the British Overseas Airways Corporation to operate over the Liberian route. From a strictly military point of view, there appears to be no objection to this proposal. The agreement between the United States and Liberia, however, granting permission to the British Overseas Airways Corporation to use Roberts Field was made with the express understanding that the permission was strictly temporary and that it would in
no way be considered a permanent right, and it appears appropriate therefore that the permission should be regarded as having been terminated. In the event that changed conditions should again make such use necessary in the prosecution of the war effort, this Government will receive sympathetically the advices of His Majesty’s Government to that effect, and will consider the possibility of obtaining a renewal of the permission on the same terms and conditions as previously.

Washington, October 14, 1963.