

C. S.

NAVAL AND MILITARY.

(Defence Force)

MISCELLANEOUS.

(Control of Stores etc.)

DEF/FID/6#21

19 46.

No. 102/46.

O. C., F.I.D. Force

SUBJECT.

1946.

2nd July

Previous Paper.

CLAIMS RECEIVED FOR STORES LOANED TO THE FALKLAND

ISLANDS DEFENCE FORCE DURING THE WAR.

S/W at #9 issued from 0284/G. Estimates 1948 (Military)

MINUTES.

1.

Minute from Officer Commanding, F.I.D.F. of 2. 7. 46.

2.

O.C. F.I.D.F.

Red 1

Certainly.

ABL

2.7.46

(3)

Honourable Colonial Secretary.

Copy of public notice attd. pl.

MS. 4. VII. 46

O.C. F.I.D.F.

4

*Return for it full publicity, including
radio on Sundays: - ? Gazette.*

ABL

4.7.46

5

Minute from Officer Commanding, F.I.D.F. of 5.1

6

Subsequent Paper.

AL.S.

1 shd. like. Return had to be

appd. consisting of:-

O.C. F.I.D.F. Chairman
Q.M. - Members
to: Mr. Evans

W.S.
9.9.46

(7)

Ofc. F.I.D.F.

To see (6) pl. I have spoken to Mr. M. Evans and he is willing to accept membership of the Board.

Will you please consider the claims & report in due course.

W.S.
10/9/46

6. Telegram from Major R. Grunfeldt *etc.* of 1.8.46. 8
Minutes from Board of 15.11.46. 9.

(10)

Life Treasury

H.C. would like your views on red (9) pl.

W.S.
18.11.46.

Wants

11.

I consider the sums set out in 9 are fair & suggested may be approved. The accounting should be as follows, which is in accordance with the set inated figures produced in the military estimate.

Compensation

Board 1946 100
EST 1947 125

W.S.
20/11

12

But why stipulate that receipts for new articles or repairs must be obtained: instead of paying on the sums due?

Ashby
21.11.46

(13)

O/C. F.I.D.F.
as in (12) pt.

Ashford
22.11.46

(14)

Honourable Colonial Secretary.

The stipulation was included by the Board as a protection against any possible exploitation & for^{as} in some cases the amount of cost of repairs was an estimate. The Board felt that we were replacing an article not paying financial compensation.

Ashby Chairman of Board.
23.11.46.

15

I am obliged for (14). But if I issue an article & it is lost, I am not required to show receipts for repairs and/or replacement. I am firm on this.

2. What is the difference, please?

Ashby
25.11.46

(16)

O/C. F.I.D.F.
as in (15) pt.

Ashford
25.11.46

Honourable Colonial Secretary.

The Board feel that this case cannot be compared to an insurance claim. The Government are concerned with the replacement of an article that has been lost or damaged. When the cost of the article is unknown or the cost of repairs cannot be estimated, we should, in theory at least, purchase the replacement or have the repairs done & there should be no monetary transaction at all as between claimants & Government. But in order that claimants may make their own selection, the Board agreed to recommend payment up to a certain sum. This sum was an arbitrary estimate & the articles or repairs could cost more or less; if the former the claimant pays the balance & if the latter the Government ^{take} have the amount saved, ~~or~~ The Government ~~are not called on~~ ^{have no responsibility} to pay anything more than the actual cost of replacing the article.

W.S. Ch. of Bd.
27.11.46

(18)

Chairman of Bd

I am much obliged for your kind
(17) wish I wanted a paper as a matter
of principle.

2. (9) is appd. Re when thought of
Tramway.

W.S.
28.11.46

(19)

Honourable Colonial Secretary.

Approval when I assume persons concerned
will be notified i.d.c.

W.S. 29.11.46
Ch. of Bd.

(20)

Ch. of Bd

To you accordingly.
21. W.S. 29.11.46.
Hon. Sec. noted thanking you for Ch. of Bd. 30/11/46

Q.M.
F.I.D.F.

Please make provision in the 1947 Estimates to meet the claims. Meanwhile claimants to be informed in the sense of Board's recommendations, but no payments should be made until the New Year.

W.C.S.
2.12.46

A.B.S. 23.

Done

W.C.S.
2.1.47

Pa.
24
25

letter to Crown Agents of 15. 1. 47

memo. from Compensation Board

26

EE

(25) of 2

is x true?

A.B.S.
23.4.47

(27)

Honourable Colonel Secretary.

Yes in so far as F. & O. F.I.D.F. are the same person as the former Special has in cases of emergency let P.W.D. Staff use it. The late Colonel Secretary also on occasion drove it but he was on occasion also O.C. Infantry Coy. F.I.D.F.

W.S.F.

It does not appear that this file gives the early history of this car. It was requisitioned in 1939 at the price offered was the ^{amount} ~~cost~~ Mr. Hardy had just paid for the car plus cost of spares. The voucher was drawn & held in the Treasury for two or three years when the payee consistently refused to accept the money the voucher was eventually cancelled.

W.S.F., 25.10.47

VE.

(25) - 27 with (9)

Like VE. compare x of (9)? What
 Li: H. is after is the replacement value,
 I imagine. Actually, as the car was
 requisitioned, x is (27) was fair and
 y is (27) is all Li: Hardy's business.

W.B.
 26.4.47

∞.

29

Please explain to Mr. Hardy — I can
 appreciate his point but there could have been no
 other basis of compensation at the time the
 vehicle was requisitioned and this was the
 general practice everywhere so far as I know.

The mistake has been to allow this matter
 to drag on for 8 years instead of facing
 the issue. I am sure it is not his wish
 to embarrass the Government.

M.C. 28/4

Mr
 M.C. 28/4
 27
 W.B.
 26.4.47

30

Ch. D.B. (25) - 29.

The history of the case has now been traced in the attached 'Military' file etc. belongs to the Treasury. At letter dtd 26.9.39 herein it will be seen that Lt. Hardy said Lt. H. agreed to see it for £50. 4. 9. Lt. H. then objected to seeing it (the cost to the price), but made us 'come back' after Lt. Hardy's ~~agreement to see it for £50. 4. 9.~~ acceptance of the offer to see it was referred to us the letter of 12. x. 39.

2. Re. let me see your draft reply to Lt. Hardy.

ABE
7.5

(31)

Honourable Colonial Secretary.

Draft reply attached please. If you agree would you hand to Q.M. P.M.D.F. as he has conducted all the correspondence hitherto.

W.S. Ch. Comp. Bd.
8. v. 47.

32

Q.M.

Re. issue.

ABE
9.5

33

Copy of letter to A.L. Hardy, Esq. B.M., J.P. of 9. 6. 47

ABE
9/6

Advice of Order Placed of 25. 6. 47. 34
letter from P. Hardy, Esq. of 12. 3. 48 35

36

to: Bumpsey

(35)

I shd. to show it for w. shdy
his earlier compensation - for me now
was.

(37)

A. B. H.
16.3

H.C.S.

If comparison is made between the sum offered to Mr. Hardy for his car & the sums paid for their binoculars to Mr. Ratcliffe (£24-12-0), Major Green-shields (£25) & Capt. Aldridge (up to £19), Mr. Hardy seems to have come out of the deal very badly & the binocular-owners very well. Apparently the sum offered is the original cost of the car, but spares to the value of £30 (see (5e)) were also taken over, so from the cash point of view the compensation offered should have been at least £88-4-9. But it appears that Mr. Hardy bought the car in order to make use of it, & what he wants now is a car in running order for use, either by himself or by someone else - hence his claim for £200, presumably to buy another car. Surely the whole point of compensation

(which, as Col. Woodgate says at (19), is quite different from insurance) is to return to a person an article as good as that commandeered - or commandeered for public use. Moreover, I am afraid I differ from your opinion at (28) that Y/ on (27) is not Mr. Hardy's business. If a car is commandeered for ~~public use~~ Military use, it should, to my mind, be used purely for Military, not for ^{other} Government purposes; it should certainly not have continued to be used by Govt. after the end of the war for non-military purposes, i.e. by the P.W.D. & the Agr. Dept., see X/ at (35). I don't know what condition the car was in at the end of the war, for I don't know how the Military Dept. in the Falklands took care of commandeered property (I have, however, vivid recollection of the way the Services used it in the U.K.!), but I learn that the car is useless now, it must have been put into this condition by someone

2. As H.E. says at (29), a mistake has been

made in allowing this matter to drag on for 8 years - nearly 9^{by} now. If this is so, Govt. must surely be prepared to pay for its mistakes, or in my opinion, Mr. Hardy should be given either a car which, with careful attention, will run for 8½ years (the time Govt. has had the use of his), or else sufficient compensation to ~~buy~~ buy such a car - & £58-4-9 will not do this.

3. A further point as regards the sum claimed is that if the Military Dept. had not had the use of this particular car but had bought a new one, Govt would by now have paid out far more than £200 in cost & upkeep.

RB

17/3/48.

38

North-Bromwich

But see Military fee here,
esp. Reg. 1 (letter of 26.9.49).

ABE
10.4

~~Memo. from Quartermaster, F. D. F. of 9.10.48~~

39

H.C.S.

39

Seen, we spoke. I still feel that the amount offered to Mr. Hardy is out of all proportion to the original value of the car. The fact that the latter cost only some £50 or £60 in 1939 does not seem to affect the issue, for Mr. Hardy never having agreed to sell the car — it is well known that the cost of perfectly good second-hand cars was negligible in 1939. In any case, the Chairman of the Board stated at (17) above that "Govt. is concerned with the replacement of an article that has been lost or damaged", & the amount offered would not replace a car at present prices.

R.B.

23/1/48.

40

Y.E.

29 — a.

At (35) Mr. P. Hardy (who had returned to the Colony) came back with a demand for £200 "as car in perfect running order." This is more than Mr. Hardy asked

for it (25A) may be dismissed as
abund.

2. Proclamation No 10/1939 (p. 176
of 1939 Gazette) shd. cover this affair.
My attention has just been invited to
it. I suggest that Mr. K. be pleased
to appoint a Board of Arbitration con-

sisting of	Auditor	Chairman	} members
	Assistant	F.I.D.F.	
	Quartermaster to Police Barracks	F.I.D.F.	

to dispose of the matter.

41.

[Signature]
27.4.48

App^d. (There is much substance in 37 and 39 and we
don't come well out of this affair) MC 27
iv

42.

Auditor
Will you please proceed accordingly.

[Signature]
28.4.48.

Memo from Board of Arbitration of 29.4.48 43


44

Answer (Chairman of Board)

What does 'in its present condition' mean? Your (35) appears to show that it is at least in running order.

2. The operation words 'as soon as possible' in Para. 10/1939 has been too widely interpreted by the remission of this Govt. Had a Board been appointed in 1939 compensation would have been ^{paid} then but the Board (of 17) clearly adopted the 'compensation' rate equitable for repair or replacement to-day in the case of the articles. I should like to know what your Board's recommendation amounts to, etc.

45.


30.4
H.C.S.

Mr. Pallini, who knows all about this car, tells me that it might be got to run, but would be extremely dangerous to all concerned; that in his opinion it is worth while keeping only for cannibalisation by a person with the same make (this type of car is no longer produced & spares are

unobtainable); that in his opinion the car is not worth much more than £10. The Board's recommendation was, ∴, that Mr. Hardy should get a sum of money to replace the car, & should also have the letter, to do what he ~~is~~ wishes with it.

RK
4/5/48.

46

YE
41 - 45 / Don't feel v. strongly about
the difference between £120 - £150
2. Split 2? LS
S.S.

~~41-45~~ X is not reflected in the recommendation at 43 and I assume that we have no guide as to the cost of a second-hand car in much the same condition as the vehicle which was acquired from Mr. Hardy? Local scarcity of cars would render any attempt at valuation entirely artificial.

Nevertheless we do not come well out of (particularly in using the car departmentally after the war instead of returning it) the affair - the car and its spares were requisitioned in 1939 and not a penny paid to the owner though he himself seems to have made no claim until his appearance of 34. Arguments should err, if at all, on the side of generosity and I agree with the Chairman.

This should of course be a final offer and shd. be decided to what head?

M.C.E.V.

48 Letter to A.L. Hardy, Esq, B.E.M, J.P., of 7/5/48
(Copies to Treasury, Audit).

49. Memo. from Q.M, F.I.D.F. of 14.5.48
50.

Record H.L. signed SW 17.5.48.
51.

Answers (to Board)

(46) onwards f.p.

52.

for C.S.
18/5.

H.C.S.

Seen, by.

RIB
18/5/48.

53

He has letter sent a copy of the
letter refers to in § 2 of (49) to
Manager, Douglas Str. for info
such action as he may consider
appropriate?

by
27.5.

Q.M. 54

(53) J.M.P.
for C.S.
27.5.

Hon. Col. Sec.,

Done, pl. - copy for your file attached.

Q.M., F.I.D.F.
28.5.48

55
Memo from Q.M., F.I.D.F. of 10.7.48 56
54

Res. 56.

I suggest a Board of Arbitration
constituted as follows:-

Auditor (Chairman)
Quartermaster } members
Mr. D.M. Cole-Evans }

R.H. Es.
12.7.48

58

Appd.

2. I trust that Mr. D. P/E Evans will find
it convenient to sit. by
13.7

59

Auditor

56-58 for your information and necessary
action, pl. Mr. D. Cole-Evans is willing to sit on the
Board. R.H. Es.
14.7.48.

Memo from Board of Arbitration of 5.8.48 60

61

Appd.

2. Re. name to D. P/E by letw.
by
6.8

Auditor A. 62.

a.t. to note approval of 60 pl.
63

Q.M. Will you please effect payment

64

M. Jones.
6/8/48. 65.

H.C.S.

H.C.S.

Noted, t.g.

noted, v.g.

R.B.
7/8/48.

J.P.
1/8.

M.B. 66.

I have informed Mr. Lewis
accy.

2. Specie warrant attached, pl

67.

J.P.
14/8

A.I.

God. you kindly 'ret' spirit

68

J.P.
18/8.

J. Chen. et.

Sw. 4 annexed pl.

J.P.
18/8.

69.

Y.N. S/W. for signature, pl.

M. Jones.
20/8/48

To S.W. 20/8

71.

Ames
A.I.

J. P.

JB
H.C.S.
22/8/48

72.

H.C.S.

Noted, t.g.

JB
24/8/48

73.

H.C.S.

memor. mark form

h
24/8

PA
26/8

Memo from Quartermaster, F.I.D.F. of 7.9.48

74.

~~75~~

75.

des.

75^a

copy of letter as appd. for you

file re.

JB
am.

JB
28/9

1

No. 102/46



MINUTE.

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

2nd July, 1946.

From The Officer Commanding,
F.I.D.F.
Stanley, Falkland Islands.

To The Honourable,
The Colonial Secretary,
Stanley.

I have received a claim for compensation in respect of one pair of Binoculars and case loaned to the Defence Force in the early days of the war and returned to store damaged beyond repair.

I understand that there are several other claims to be met in this connection, and I therefore would like your authority to issue a public notice asking anyone who has any similar claim to make application before a fixed date after which no further claims can be considered.

Austin Woodcock

Officer Commanding, F.I.D.F.

PUBLIC NOTICE.

Falkland Islands Defence Force - Compensation Claims.

Formal notice is hereby given that any person, or persons, having any claim for compensation for loss or damage of articles loaned or requisitioned to the Falkland Islands Defence Force during the war, must make their claim to the Quartermaster on, or before, the 31st of July, 1946, after which date no further claims will be accepted, or liability admitted.

Full particulars, in writing, as to date of original loan or requisition, present condition and compensation claimed for each article must be clearly stated.

Captain,
Adjutant,
F. I. D. F.

Headquarters.
3rd July, 1946.

No.

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

MINUTE.

18th. July 1946

To Lieut. J. Bound,

Quatermaster,

F.I.D.F.

From Major R. Greenshields.

Stanley, Falkland Islands.

Subject Claims.

1. Pair of Glasses. These were my own lent by me to North Lookout because they had none, and were returned in the condition you see them when North Lookout was closed down and transferred to Salvador Hill. I have handed the Glasses over to Capt. Aldridge. I should like these Glasses replaced.

2. Use of Citroen Car at Mount Low.
I had this Car sent into Stanley on instructions from Major A.I. Fleuret M.B.E. (then Capt. A.I. Fleuret) soon after War started but could not get it in until Jan. 1940. I told him I had just got two new tension arms which would have to be fixed in here. No price was fixed for the hire of the Car, so I think a charge of Five Shillings (5/-) per day from the time the Car left Douglas Station until it was returned plus freight both ways, with a deduction of Ten Days (10 days) while the new arms were being fixed would be fair.

The set of Spanners and the Front Mat were not in the Car when returned, I should like the Spanners replaced. I do not know what can be done about the Mat.
I have had some correspondence with Lieut. Col. Woodgate on this subject.

The Car was returned in very bad condition, by the sound of the Engine the big ends had gone, and on the way in from Mount Low to Stanley had been left bogged in one of the passes for some time before any attempt was made to get it out, and being in the water did not tend to improve it.

R. Greenshields

*The date this car came to Stanley was 20th Jan 1940 and was returned to Douglas Station on 5th May 1941
The value of the Glasses is at present unknown but on my arrival in the United Kingdom I will find out from the makers the present price and will inform you*

Refs

A & Ratchliffe

Sept 24th 1939

● Loaned to F. J. D. Fore

1 Pair Zeiss Binoculars, f. 23.2

1 Leather case for same 1 10

224.12

(5th)

Stanley 22.7.46

Sir

With reference to the notice recently broadcast concerning property loaned to the Falkland Island Defence Force for the duration of the war I would refer to my claim of August 24th 1945 concerning various items lent by me in September 1939. I have received back the rifle and ammunition but the binoculars have been broken and I am not prepared to accept them in their present condition. I should be grateful if arrangements could be made either to return them to me in the same condition in which they were lent or to furnish me with a new pair of equal quality or to pay me what I originally paid for them, i.e. £25.0.0. I would add that I would prefer a new pair of glasses as the money would not be sufficient at present prices to replace the loss. I understood from Capt Aldridge that he does not agree to the value that I have quoted for these binoculars and that he wishes to submit the question to arbitration. In view of the reasonableness of my request I am not prepared to accept arbitration as a means of settling the matter.

I am yours faithfully
 E. Ratcliffe

Stanley
30th July 1946.

Sir

I hereby state my claim re. one Telescope loaned in September, 1939 and subsequently damaged.

I would like to have it suitably repaired and returned to me.

Yours sincerely
H. H. Sedgwick

The Quartermaster
R. J. D. S.

5e



TELEGRAMS:
"KELPERSTOR STANLEY"

LES HARDY

GENERAL MERCHANT
KELPER STORE

STANLEY,
FALKLAND ISLANDS,
July 19th. 1946

Quartermaster,
F.I.D.F.
Stanley,

Sir,

On behalf of Philip L.Hardy I beg to claim compensation for One Morris Cowley Car., and Spares.

- (1) Car was taken over by the F.I.D.F. in September 1939 together with spares , the value of spares was about Thirty Pounds.
- (2) Up to the date of this letter the car has not been returned.
- (3) Not anyb payment has been made in respect of the above.

Yours faithfully ,
Les Hardy

5a

STANLEY.

25th July, 1946.

Sir,

With reference to your recent announcement regarding claims for articles &c., loaned to or requisitioned by the Falkland Islands Defence Force during the war, I have the honour to state that early in September, 1939, in response to an appeal made by Capt. D. S. A. Weir, C/O., R.A.S.C., I loaned a telescope and a pair of prismatic binoculars to the Defence Force for use on Outposts.

Some months later I recovered the telescope from Sgt. B. Fleuret who was in charge of the Navy Point Guard, but no trace could be found of the binoculars.

I accordingly submit a claim for replacement. The binoculars were of sentimental value in as much as they were a prize presented by a late Manager of the Falkland Islands Company for a one-mile foot race which I won in a Stanley Sports Association Meeting, and bore an inscription to that effect.

I am,

Sir,

Your obedient servant,

A. H. Aldridge
Capt. F.I.D.F.

30th July, 1946.

Falkland Islands Defence Force.

Dr. to E.S.Dixon.

1 set of Horse Gear

£4. -. -d.
=====

Loaned to Capt. Weir - collected by Sgt.O'Sullivan
during September, 1939 - and not returned.

56

Stanley,

29th July, 1946.

Falkland Islands Defence Force.

Dr. to Mr. T. Braxton.

To.

1 set horse gear,

£5 . - . -
=====

Collected in 1939 by Sgt. O'Sullivan.

T. Braxton

Stanley

23rd July 1946.

5^{ra}

No.

The Quarter Master. Y. J. D. Y.

Sir

I wish to make a claim for
three Batteries, loaned to
the Defence Force, Aug. 1942.
the price being at the time
£1-2-6 each.

G. B. Pallini
for. S. E. Parrin.

No. 102/46.

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

MINUTE.

5th September, 1946.


From The Officer Commanding,
F. I. Defence Force,
Stanley, Falkland Islands.

To The Honourable,
The Colonial Secretary,
STANLEY.

F. I. Defence Force - Compensation Claims.

I have the honour to forward herewith compensation claims received in connection with the loss or damage of articles loaned or requisitioned to the Falkland Islands Defence Force during the war.

2. I should be grateful if a Board could be appointed to consider these claims.


Arthur Lovelace, Lt.-Col.,
Officer Commanding,
Falkland Islands Defence Force,

GOVERNMENT TELEGRAPH SERVICE.

FALKLAND ISLANDS AND DEPENDENCIES

RECEIVED.

8
6

Number	Office of Origin	Words	Handed in at	Date
11	Caernarvon	27	11.50	1.10.46

To

NLT Capt Aldridge Stanley F I.

Glasses yours 19 to 24 pounds according to size no quotation for mine but on these prices claim 70 pounds.

Greenshields

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

15th. November 19 46

To The Honourable,
The Colonial Secretary.

From The Board appointed under

(6) on this paper.

Stanley, Falkland Islands.

1. The Board met to day to consider the claims received in response to the Public Notice of the 3rd. July 1946 (red 3a). With the exception of the claim of Mr. Les Hardy on behalf of Mr. Philip Hardy there is no correspondence contemporary with the original hiring or requisitioning, with the result that the Board have had to make their recommendations after verbal enquiry of persons who had knowledge of the transactions.
2. The Board make the following recommendations:-
 - Mr. G.Parrin be paid the sum of £3.7.6.
 - Mr. T. Braxton be paid the sum of £5.0.0
 - Mr. E.S.Dixon be paid the sum of £4.0.0
 - Capt. L.W.Aldridge MBE be granted a sum up to £19.0.0 to purchase new binoculars to his personal selection and the sum be paid on his production of the receipt.
 - Mr. H.H.Sedgwick be paid up to a sum of £5.0.0. for the repair of his telescope and that the actual amount be paid on the production by him of the receipt for the repairs.
 - Mr. A.Ratcliffe be paid the sum of £24.12.0
 - Major R.Greenshields O.B.E. be paid up to £25 towards the cost of new binoculars and the money be paid on the production of a receipt for the new glasses.
 - As to the claim for the hire of the Citroen car, the Board feel that an offer of £55.0.0. in final settlement and without prejudice should be made.
 - Mr. Philip Hardy should be offered the original purchase price of £58.4.9. and the return of the vehicle in its present condition, the offer being made of course without prejudice.
3. If the above recommendations are adopted and accepted by those concerned the total expenditure involved is £199.4.3. and in anticipation the Board suggest that a sum of £220 be included in the 1947 Estimates under XXI a new sub-head "Compensation Claims" The additional provision is included to cover any small variation following negotiation with any of the claimants and also to cover the cost of shipment of a hut to San Carlos in settlement of a claim in this connection mutually agreed between the OC FIDE and Mr. C. Andreassen.

Austin Goodlat Chairman.

John van der ...
W. ...

Members of
the Board.

15th January, 47.

Gentlemen,

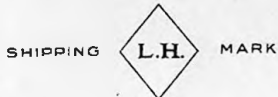
I am directed by the Governor to inform you that Captain L. W. Aldridge, Assistant Colonial Secretary, who is shortly proceeding on leave to the United Kingdom, has been authorised to purchase a pair of prismatic binoculars at a cost not exceeding £19. --., and to ask you to be good enough to assist him in his selection, and also effect payment, debiting the cost in the Colony's General Account.

I am,
Gentlemen,
Your obedient servant,

Colonial Secretary.

The Crown Agents for the Colonies,
4, Millbank, Westminster,
LONDON, S. W. 1.

25a



TELEGRAMS:
"KELPERSTOR STANLEY"

LES HARDY

GENERAL MERCHANT
KELPER STORE

STANLEY,
FALKLAND ISLANDS,

17th. January 1947

Lieut. J. Bound,
Quartermaster,
F.I.D. Force.

Sir,

With reference to your letter dated 8th. January ,
I regret that I cannot accept the Board's offer as compensation
for the Car & Spares my reasons being.

1. The car was not loaned but commanded by Capt. Weir in September 1939.
2. The Car has not been in the service of the F.I.D. Force only but has been in the service of the P.W.D. and other officials .
3. The offer made would not amount to the rate of S.B. Interest.
4. The car when commanded was in running order, now it is not.
5. Had the car been in use as a taxi it would have earned considerably more and would still have been in fair condition .

I would consider a fair offer to Mr. P. Hardy a sum of not less than £200.

Failing a settlement I would advise Mr. P. Hardy to refer the case to the authorities in London.

Yours faithfully,

58. 4. 9.

see 24

see see 33 for reply.

Reply at 48

No.

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



MINUTE.

25

23rd. April 1947¹⁹

To The Honourable
The Colonial Secretary

From The Compensation Board.

Stanley, Falkland Islands.

9.

You will recall that the Board in their original recommendations to you with regard to the compensation to be offered to various private persons for the use of their property by the Defence Force during the war, suggested that the sum of £58.4.9. be offered to Mrs Les Hardy in the case of a motor car requisitioned from his ^{represent} ~~owner~~. The attached letter has been received from Mr. Les Hardy in this connection, it was addressed to the Quartermaster instead of to you. The Board met on Saturday last and considered very carefully the points raised.

25a

They are of the opinion that the points raised in the letter are trivial and have no real bearing on the case, that the suggested sum of £200 is ridiculous and that if there was any suitable or qualified authority in London to deal with the case (the Privy Council seems the only possibility) Mr. Hardy would not receive any offer as generous as that recommended to you originally. The Board therefore recommend that Mr. Hardy be informed that the Government are unable to increase or qualify their original offer.

Clive Goodfat
J. Board
Int. U.S.

Chairman.

Members.

Headquarters,

Falkland Islands Defence Force.

9th June, 1947.

Dear Sir,

25a. I have the honour to refer to your letter of the 17th of January, 1947, concerning the compensation due for the Morris car taken over by the Military from Mr. P. Hardy.

The Board have fully considered the points you raise, but saw no reason to recommend any variation of their original offer and the matter was referred to the Governor.

I am now directed by His Excellency to say that he appreciates your point, but considers that there could have been no other basis of compensation than that offered when the car was requisitioned. This, so far as His Excellency is aware, was the general practice at the time: an examination of the contemporary records shows that Mr. P. Hardy appears to have agreed to the price of £58. 4s. 9d. at the time.

In the circumstances His Excellency considers that it is unfortunate that the issue was not settled over seven years ago: but trusts that you will now understand that it is regretted that the original offer cannot be varied.

Yours faithfully,

(SGD) J. BOUND,

Lieutenant,
Quartermaster,
F. I. D. F.

L. Hardy, Esq., B.E.M., J.P.,
STANLEY.

W

ADVICE OF ORDERS PLACED.

34

Falkland Is. 5259/1.

Communications to be addressed to the Crown Agents for the Colonies, the above reference and the date of this letter being quoted.



CROWN AGENTS FOR THE COLONIES,
4 MILLBANK,
LONDON, S.W.1.

25th June 194*7*.....

The Crown Agents for the Colonies present their compliments to

The Colonial Secretary, Falkland Islands

and enclose copies of the undermentioned accepted tenders in connection with the indent noted in the margin.

Authy: Col. Sec's. Off.
Indent No. 102/40/24
of 15.11.47

Shipment will be made as early as possible after the goods are ready, depending upon the opportunities available under present conditions.

Item Numbers	Contract date for delivery	Remarks
	<i>Collected by Capt. Aldridge.</i>	

URGENT.

34a

EX-104

Winds 5250/4.

Mr. C. J. ...
1947

Ministry of Supply,
Cablemail, D.A.O./114/1211,
Thomas House South,
W.N.T.

Handwritten mark

Notification of Mr. Edwards.

QUANTITY	DESCRIPTION	INDEBT ESTIMATE <i>Price</i>
	<p>1 pair of Leach binoculars 8 x 40 as collected by Capt. L.W. Aldridge.</p> <p>This confirms our letter to you dated 1947 April.</p> <p>Please arrange to be reimbursed for to be collected or can be sent by post.</p> <p>An export license is not required.</p>	<p><u>16</u> @ @</p> <hr/> <p>16 @ @</p>
	<p><u>N.S.</u></p> <p>R. 4 25-6-47</p> <p>Due - Collected By Capt. Aldridge</p>	

ORDERED 4 APR 1947

FOR OFFICE NOTES SEE REVERSE

102/46

Stanley, Falkland Islands.

12th March, 1948.

Sir,

33

With reference to correspondence dated 9/6/47 received by L.Hardy, M.B.E., J.P. re Morris Car owned by me.

I beg to request that my claim for compensation be reconsidered. The following are a few points I wish to bring to your notice:-

On my first interview with Mr. Weir I refused to accept the offer made by him, but Mr. Weir persisted that he was going to take my car. I had already paid Estate Louis Williams for spare parts and directed them to deliver same to Mr. G.L. Pallini in the Government Garage as he was going to repair the car for me. But under Mr. Weir's instructions Mr. Paulini repaired the car for the use of the Military Department's

Mr. Weir
1947

Time went by and I interviewed Mr. Halkett, Colonial Secretary, and he told me nothing could be done until the war was ended. I also had an interview with Mr. Weir prior to his departure from the Colony but he informed me nothing could be done until the War was finished.

The amount I am claiming is a small one when taking into consideration the spares I had paid for and fitted by Mr. Paulini ~~and which~~ enabled the car to be on the road in good running order for a period of 8 years from September - 1939 until July 8th, 1947.

71

The result is that it has been very inconvenient to myself and also my Mother for whose benefit the car was actually procured.

Considerable expenditure has been entailed by the cost of taxi fares and also the building of a garage.

X

After the war had ended and the Military had no further use for the car why was it not handed over immediately? The P.W.D. and the Agricultural Dept. used it to a great extent until Dr. Gibbs of the Agricultural Department left the Colony. For that period I shall make a further claim and also from that date until the present time.

I wish to make it clear that the amount I am claiming from the Military Department in lieu of compensation is very small - approximately one shilling and sixpence per day. My claim is Two hundred pounds (£200) plus car in perfect running order.

As my departure from the Colony has advanced a month before expected I request you to address future correspondence to Les Hardy, Esq..

Trusting this will receive your most early attention,

I am, Sir,
Yours faithfully,

Les Hardy

1. Ad. 13/3/48

MEMORANDUM.

o.
It is requested that in any reference to this memorandum the above number and the date may be quoted.

29th April, 1948.

To The Honourable,
The Colonial Secretary,
STANLEY.

From Board of Arbitration,
Stanley, Falkland Islands.

The Board met today to consider the settlement of Mr. Phil. Hardy's claim for compensation in respect of his car, for which a sum of £58. 4. 9. had been offered by the original Compensation Board.

2. The Board considers unanimously that the original offer made to Mr. Hardy is too low in view of the value of the car. It also considers unanimously that Mr. Hardy's claim for £200 plus a car in perfect running order is disproportionately high. No agreement could, however, be reached as to the sum which should be offered to Mr. Hardy to enable him to purchase another second-hand car. The members of the Board considered that he should be offered £120 and the car in its present condition; the Chairman, however, feels that £150 and the car in its present condition would be a more suitable offer.

R. S. Bouslog Chairman
G. P. Halliwell Member
[Signature] Member

Copies to Treasury, Audit

48

7th May,

48.

Sir,

25a

I am directed by the Governor to refer to your letter of the 17th of January, 1947, addressed to the Quartermaster, Falkland Islands Defence Force, and later correspondence regarding compensation for Mr. P. Hardy's car and to say on consideration His Excellency has decided that Mr. Hardy should be offered the sum of £150 with the return of the car in its present condition in final settlement of the claim.

2. I am to enquire if this offer is acceptable.

I am,

Sir,

Your obedient servant,

(Sgd) A. B. MATHEWS

Colonial Secretary.

MEMORANDUM.

It is requested that in any reference to this memorandum the above number and the date may be quoted.

14th May, 1948.

To The Honourable,

The Colonial Secretary,

STANLEY.

From The Quartermaster,
F. I. Defence Force,
Stanley, Falkland Islands.

Compensation Claims - F. I. D. F.

I have the honour to report that a number of compensation claims on the Falkland Islands Defence Force are still outstanding, as follows :-

Mr. H. H. Sedgwick (telescope).....	£	5.	-	-
Major R. Greenshields (binoculars)..		25.	-	-
" " " (car).....		55.	-	-
Mr. P. Hardy (car).....		150.	-	-

£235. - -

=====

2. With regard to Major Greenshield's (now deceased) compensation I would point out that no reply was received to my letter informing him of the Compensation Board's award (see 9 in 102/46). In the circumstances I propose ^{to leave} the matter for his beneficiaries to raise if they wish.

3. As no provision was made in the Estimates (although £200 was submitted in draft) may I apply for a S/W. to cover Messrs. Sedgwick's and Hardy's claim, viz. £155 ?

*how far
53/48
15/48
and
102/46
102/46
102/46*

[Signature]
Quartermaster,
F. I. D. F.

*S.W. 35/48 issued from 0284/G.
Estimates 1948 (military)*

Note. Mr. Hardy informs me that £150 will be acceptable in the the case of Mr. P. Hardy's car and Mr. Sedgwick is satisfied, pl.

[Signature]

[Signature]
14/5

Subject : Compensation.

R. Greenshields, Esq., O.B.E.,
C/o Falkland Islands Co., Ltd.,
Southernhay, Cavendish Rd.,
WEYBRIDGE.

With reference to your claim for one pair of binoculars and the use of one Citroen Car by the Defence Force, I am directed to inform you that a Board was appointed to consider your claim and the Board ruled as follows :-

(a) Binoculars. You be paid the sum of not exceeding £25. -. -. for the purchase of new binoculars to your own selection and that the actual amount be paid to you on production of the receipt covering the purchase.

(b) Hire of Citroen Car.
You be offered the sum of £55. -. -. in final settlement without prejudice.

2. I am to request you to be good enough to inform me how you wish (b) to be paid.

(sgd.) J. BOUND Lieut.,
Quartermaster,
Falkland Islands Defence Force.

HEADQUARTERS,
F. I. DEFENCE FORCE,
STANLEY.
8th January, 1947.

55a

Subject : Compensation for Articles Loaned to F. I. D. F.

The Manager,
Douglas Station Ltd.,
DOUGLAS STATION.

556

I am directed to forward herewith a copy of a letter addressed to Major Greenshields (now deceased), for such action as you may consider appropriate.

2. No reply has been received to the letter.

(sgd.) J. BOUND Lt.,
Quartermaster,
Falkland Islands Defence Force.

HEADQUARTERS,
F. I. DEFENCE FORCE,
STANLEY.
27th May, 1948.

38

Douglas Station Ltd.,
San Salvador,
9/7/48.

Lieut. J. Boudh,
Quartermaster, F.I.D.F.
Stanley.

Dear Sir,

In reply to your letter re. the settlements of War claims, I feel that the claims made by the late Robert Greenshields are fair and generous.

The sum of \$25 to replace the field glasses loaned by the late Major Greenshields to the F.I.D.F. is quite equitable, but to pay only 2/3 a day as against 5/- made in the claim by the late Major Greenshields for the use of his firm's Cirteon caterpillar car is unfair, I should like the matter to be re-considered.

This car was a costly vehicle, invaluable for crossing bad Camp so most usefull to Douglas Station.

The machine was returned to the station unfit for further work. The claim for \$117. 0. 0, or 5/- a day seems to me fair enough, does \$25, seem out of the way to ask for the missing tool kit and mat? This would make the total claim \$120. 0. 0, which I consider under the circumstances very reasonable.

I am Sir,

Yours sincerely,

F. R. N. Lewis Manager,

F. R. N. Lewis Esc.,
Douglas Station Ltd,
San Salvador.
F.I.

No.

MINUTE.

56

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

10th July, 19 48.

To The Honourable,
The Colonial Secretary,
STANLEY.

From The Quartermaster, F.I.D.F.
STANLEY.
Stanley, ~~xx~~ Eastland Islands.

Compensation Claims

56a

1. I have the honour to forward herewith a letter, which is self-explanatory, received from the Manager, Douglas Station, Ltd. The letter is in reply to my letter (a copy of which was forwarded to you) to him of the 27th of May, 1948.

2. You will observe that Mr. Lewis has accepted the award of £25 as fair compensation for Major Greenshields binoculars but wishes the award of £55 in connection with the hire of the Citroen car re-considered. May I suggest that a Board of Arbitration be appointed to re-consider the matter as in the case of the Hardy dispute.

3. Should you concur with para. 2 above I would like to recommend that Mr. Douglas Pole-Evans be appointed a member of the Board in view of his knowledge of the value of Park vehicles coupled with the fact ~~that~~ he actually handled the vehicle while on hire to F.I.D.F.

W. Bond
Quartermaster,
F. I. D. F.

*Up to k. 2
annex 4
12/7*

No.

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

MINUTE.

60

5th August, 1948¹

From Board of Arbitration,

Stanley, Falkland Islands.

To The Honourable,

The Colonial Secretary,

STANLEY.

The Board appointed by you met today to consider the settlement of the Douglas Station Limited claim for compensation in respect of the Citroen caterpillar car, for which a sum of £55 had been offered by the original Compensation Board.

2. The Board considers unanimously that the original offer is too low, and, in view of Mr. Lewis' statement at (56a) in this file, that the car when returned to Douglas Station was unfit for further service recommends that the sum of £120 be offered to the Manager, Douglas Station Limited, to cover the hire of the car and the missing tools and mat.

R. S. Bourne Chairman

Mr. P. Evans Member

J. Bond Member

312

746

In His Majesty's High Court of Justice.

The Principal Probate Registry.

BE IT KNOWN that *Robert Greenshields of Cefn Ysodd*
Llanfagan *Caernarvonshire*

died *there* on the *15th* day of *March* 19*47*

Intestate

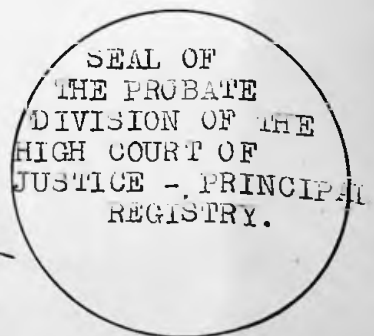
AND BE IT FURTHER KNOWN that at the date hereunder written Letters of Administration of all the Estate which by law devolves to and vests in the personal representative of the said Intestate were granted by His Majesty's High Court of Justice at the Principal Probate Registry thereof to *Mahina Sarah Greenshields of Tyddyn Whisgin Caethraw*
Caernarvonshire the lawful widow and relict of the said Intestate and *Robert James Thomas Greenshields of Tyddyn Whisgin aforesaid* *Executrix*

And it is hereby certified that an Affidavit for Inland Revenue has been delivered wherein it is shown that the gross value of the said Estate in Great Britain (exclusive of what the said deceased may have been possessed of or entitled to as a Trustee and not beneficially) amounts to £ *21066 - 6 - 9* and that the net value of the estate amounts to £ *20890 - 19 - 6*

And it is further certified that it appears by a Receipt signed by an Inland Revenue Officer on the said Affidavit that on account of Estate Duty and interest on such duty has been paid. £ *1332 - 16 - 11*

Dated the *23rd* day of *April* 19*48*

Registrar.



20208/39
7/47

dmon.

Extracted by

Timbers & Co
34 Nicholas Lane

London E.C-4

6A

74^a

KIMBERS, WILLIAMS, SWEETLAND & STINSON,

SOLICITORS
COMMISSIONERS FOR OATHS.

SIR HENRY D. KIMBER, BART., M.A.
E. P. WILLIAMS.
H. J. E. STINSON, M.C., M.A., LL.B.
C.A. FELL.
R. F. WILLIAMS.

Telephone, MANSION HOUSE 7417 (3 lines)
Cables & Telegrams, "IVORIDE, LONDON."

34, NICHOLAS LANE,
LOMBARD STREET,
LONDON, E.C. 4.

OUR REF. CAF/HM

YOUR REF. _____

24th June 1948.

Dear Sir,

Robert GREENSHIELDS, decd.

We refer to your letter of the 8th January 1947 addressed to the late Mr. Greenshields and have to inform you that he died on the 15th March 1947. We are acting for the Administrators of his estate, his Widow and eldest Son, and for your information enclose a photostat copy of the Letters of Administration granted to them by the Probate Registry of the High Court of Justice.

Your letter refers to the Deceased's claim for a pair of binoculars and compensation for the use of a Citroen Car by the Defence Force. In reply thereto, we understand that Mr. Greenshields did not purchase a new pair of binoculars and therefore no sum is due to his estate in this respect, but that the Administrators wish the sum of £55 in respect of the car to be paid either to ourselves or to the 'Administrators of R. Greenshields, deceased' and sent to us on their behalf.

We shall accordingly be glad to receive payment in due course.

Yours faithfully,

The Quartermaster,
H.Q. Falkland Islands Defence Force,
Stanley,
Falklands Islands.

P.S. Do you still have the Car or do you know where it is, please?

Reply at 75

No.

MEMORANDUM.

74

It is requested that, in any reference to this memorandum the above number and the date may be quoted

7th September, 1948.

To The Honourable,

The Colonial Secretary,

STANLEY.

From The Quartermaster,
F. I. D. F.,
Stanley, Falkland Islands.

Compensation Claims.

56-60

74 a-6

With reference to recent correspondence regarding claims made by the late Major R. Greenshields on the F. I. D. F., I have the honour to forward herewith a letter from Messrs. Kimbers, Williams, Sweetland and Stinson, Solicitors, of London, regarding these claims.

2. I propose to reply as per attached draft for your approval, pl.


Quartermaster,
F. I. D. F.

102/46

23th September, 48.

Gentlemen,

74a
See 56a
With reference to your letter of the 24th of June, 1948, regarding claims on the Falkland Islands Defence Force by the late Major Robert Greenshields, I am to inform you that as no reply was received to my letter to him of the 8th of January, 1947, the matter was referred to the Manager of Douglas Station, Limited, to which firm the Citroen Car belonged; the binoculars were the personal property of the deceased.

2. With regard to the Citroen Car the local Manager of Douglas Station, Limited, disputed the award of £55 and the matter was dealt with by arbitration resulting in the award of £120. This amount was duly paid to the firm and the car retained by them.

3. The award of £25 in respect of the binoculars was accepted and the amount paid to the local Manager of Douglas Station, Limited, who is informing his Head Office in England requesting them to arrange payment to the appropriate quarter.

4. In the circumstances you may wish to communicate direct with Messrs. Douglas Station, Limited, in England. Their address can no doubt be supplied by Mrs. Greenshields.

I am,

Gentlemen,
Your obedient servant,

(sgd). J. BOUND

Quartermaster, F.I.D.F

Messrs. Kimbers, Williams, Sweetland & Stinson,
Solicitors,
34, Nicholas Lane,
Lombard Street,
LONDON, E.C.4.