Joel Fisher

THE STEADY WEAKENING OF OUR INTERNATIONAL AIR TRANSPORT INDUSTRY

Remarks by

SENATOR GEORGE A. SMATHERS

in the U.S. Senate

on May 3, 1961

This booklet reprints the actual and complete speech made on the floor of the Senate by George A. Smathers, U.S. Senator from Florida (pages 6660-6663, Congressional Record for May 3, 1961)

AIR TRANSPORT ASSOCIATION
OF AMERICA
1000 Connecticut Ave. N.W.,
Washington 6, D.C.

TRANSPORT OF PASSENGERS AND CARGO BY AIR CARRIERS

Mr. SMATHERS: Mr. President, I should like to address the Senate today on the subject of our American air carriers who are engaged in the transport of passengers and cargo to foreign countries. The problems of these carriers have been of concern to me for a long time and recent events have made it clear that their competitive position in the international air market cannot be maintained if the peculiar handicaps which have been forced upon them are allowed to remain unchanged or become worse. These handicaps are the outgrowth and consequence of a failure on the part of our State Department to maintain a firm, established policy in awarding air routes and a failure to see that the legitimate economic interest of the U.S. airlines are properly protected. The consequence of the State Department's failures is a steady weakening of our international air transport industry.

Briefly, the problem can be resolved into this—the U.S. international air carriers are losing more and more of the international air traffic to foreign air carriers. Let me cite some statistics. In 1948, shortly after World War II, approximately 73 percent of all international air traffic on the North Atlantic routes, the world's most competitive and most traveled air routes, was carried on U.S.-Flag lines. In 1955, only 53 percent were transported over the North Atlantic in U.S. aircraft. Now, 6 years later, less than 40 per cent of this traffic is being carried on U.S.-Flag lines.

U.S. GENERATES TWO-THIRDS OF TRAFFIC

This in spite of the fact that the United States generates almost two-thirds of the transatlantic traffic. In other words, for every three people who make cross-Atlantic flights, two of these reside in the United States. Yet our U.S. carriers now share in less than 40 per cent of the cross-Atlantic traffic.

The consequences of this decline are already seriously felt and will become alarming if the present trend continues. It means the loss of dollars, a loss which has become increasingly important to us in recent years. It means the failure of the United States to increase its industrial capacity and skills, a failure to put more men to work, for if our air carriers continue to carry less traffic they will make less

flights, they will need less maintenance, and less replacement.

Our loss of traffic means, in addition, a failure to maintain our position as the world's foremost air carrier. Nowadays, we face more and more competition from foreign airlines—from Air France, Sabena, Lufthansa, British Overseas Airways, and others and will find increasing competition from the Soviet state-owned airlines, Aeroflot. These lines are moving more and more into traffic which was formerly moved by our own air carriers.

To a degree, this decline was bound to happen.

But it is obvious that we should not be carrying only 40 percent. Yet this is what the best available figures indicate—40 percent—when we have by far the largest fleet and the best equipment.

The major reason for our decline in international air carriage can be found in the bilateral air agreements the State Department has negotiated with foreign governments and the way in which these agreements have been carried out. Our negotiators have disregarded principles of equity and reciprocity and have, in effect, offered to foreign air carriers a silk purse in return for a sow's ear granted to American air carriers. This pernicious trend has developed over a period of years and several striking examples of inequitable air agreements are available.

STUDY GROUP APPOINTED

Five years ago, the Interstate and Foreign Commerce Committee appointed a special Subcommittee on International Air Agreements to investigate U.S. policy in regards to the awarding of air routes to foreign air carriers and to determine whether the routes which had recently been awarded to Lufthansa, the German airline, were putting our American air carriers in an unfavorable position. I was privileged to chair this subcommittee and Senators Alan Bible and John Bricker were members.

The subcommittee conducted hearings over a period of about 6 weeks. We heard representatives of the Department of State, the Civil Aeronautics Board, the U.S.-Flag carriers, the Air Transport Association.

We examined the principles upon which our bilateral air agreements are based and we

studied in detail the circumstances surrounding the route awards to Lufthansa. We went into these and related problems thoroughly. I feel we covered the ground very well at that time and we issued a report in which we were quite critical of the method used by the State Department and the CAB in their negotiations. I would like to bring the Senate up to date on that report and let it know the situation that now prevails in the awarding of air routes to foreign air carriers.

In negotiating these air routes and surrounding problems, the United States has based its demands on the principles of the Bermuda agreement. The Bermuda agreement was entered into with the Government of the United Kingdom in 1946 and established the pattern which we have since followed in negotiations for reciprocal international air carriage.

When the Bermuda consultations started in 1947 the American and British negotiators were faced with the problem of defining the scope and establishing all the elements of such negotiations. Of the elements which were established two are important to consider today.

BASES OF BERMUDA AGREEMENT

First, routes have to be exchanged. In drawing up this exchange, the carriage of the traffic, not only between the United States and foreign country, but also between that foreign country and third countries by the foreign country, must be negotiated.

This latter third country traffic is sometimes called fifth freedom traffic or secondary carriage, the fill-up traffic essential to economical operation of aircraft.

Second, general standards for governing the capacity to be operated on the awarded routes must be agreed upon.

With respect to these factors the American position was that there should be freedom to carry traffic to any oversea point as often as was desired—in effect, complete freedom of the skies. The British position, and the position taken by most of the European countries in similar negotiations at that time, advocated a strict control on all routes and capacity carried thereon. This was based on the fear that since only the Americans were then capable of manufacturing aircraft readily adaptable for commercial use, we might flood the market with air service to such an extent that it would re-

tard the normal development of foreign airlines and the foreign aircraft industry.

To account properly for these divergent points of view and at the same time allow flexibility for future operations an article was inserted into the Bermuda Agreement which said:

> The air service made available to the public by the airlines operating under this agreement shall bear a close relationship to the requirements of the public for such services. * * * Services provided * * * shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic.

The rights to carry traffic from one foreign country to another, the fifth freedom or secondary carriage, was given special consideration in this same article:

> The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified shall be applied in accordance with the general principles of orderly development * * * and shall be subject to the general principle that capacity should be related—
>
> (a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
>
> (b) to the requirements of through-airlines operation; and
>
> (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Thus the article envisioned the carriage of traffic originating in one country and destined for another as the major source of the traffic which each nation's airlines would carry between the two nations. Passengers leaving England for the United States or vice versa would provide the primary source of the traffic which the United States and British carriers would transport between these countries. Fifth-freedom traffic, traffic to a third foreign country, was recognized as necessary in the interests of economic operation but it was to have a lesser position, it was to be subordinate to the purpose of carrying traffic between a flight's place of origin and ultimate destination.

THE PRINCIPLES NOW VIOLATED

The principles stated in the Bermuda agreement were good. They were a logical, reasonable compromise of two opposing philosophies, and they provided a sound basis on which the airlines of two countries could operate in an orderly, effective manner and offer efficient service to the public. It is at our own risk that we violate any of these principles, or allow other countries to violate them.

But the principles of the Bermuda Agreement have been violated again and again, both in the bilateral negotiations which we have conducted with various countries since 1946 and in the application of these principles to the day-to-day operations of foreign carriers to whom we have awarded routes. The consequence of this failure to uphold the principles has been the steady, alarming decline in the position of the American international air carriers.

An excellent example of our failure to uphold the Bermuda principles is provided by the bilateral air agreement made between the Federal Republic of Germany and the United States in the summer of 1956. The Subcommittee on International Air Agreements went into the provisions of this agreement at great length and we found that the routes given the German airline, Lufthansa, and the accompanying difficulty of controlling capacity on these routes definitely worked to the detriment of the American air carriers. The first inequity of this agreement occurred wherein Lufthansa was given the right to fly into five major American cities—New York, Boston, Philadelphia, Chicago, and either San Francisco or Los Angeles—in return for the rights of American air carriers to operate into five major German cities—Frankfurt, Hamburg, Munich, Stuttgart, and the Dusseldorf-Cologne-Bonn, area which is served by a single airport. The combined population of the metropolitan areas into which Lufthansa achieved rights was approximately 29 million, about 6 times the population in the 5 German cities to which we received reciprocal rights. This disparity in population is compounded by the greater travel interest in the U.S. cities.

THE LUFTHANSA STORY

Lufthansa was also granted rights to fly beyond New York into Havana, in addition to starting with rights beyond Germany. This grant was the second inequity in the agreement. The grant of rights both from beyond Germany and from New York to Havana were for the carriage of fifth freedom traffic. The statistics presented to the subcommittee by the CAB showed that Germany would have received passenger revenues about two-thirds greater than the United States simply on the carriage of fifth freedom traffic alone. Moreover, Lufthansa might have achieved further rights beyond Havana which would have opened

up the entire South American Continent to her. In gaining access into Latin America via New York, Lufthansa—carrying secondary traffic—would have come into direct competition with and taken revenue from the U.S. and Latin American lines which carry primary traffic between the two continents. I am happy to say that, perhaps because of the 1955 hearings, Lufthansa has never attempted to exercise the rights beyond New York which our negotiators granted. On the far end of the route, however, Lufthansa, in achieving "beyond Germany" rights, came into competition with our carriers' primary rights to the Middle East and India.

In essence then the Germans were given, in addition to the appropriate and reciprocal equal opportunity to compete for the economically rich United States—Germany market, a right to operate in the market between the United States and countries intermediate to and beyond Germany and the right to operate in the market between the United States and the Caribbean and South America. The value of these third-country rights could not at any point be reciprocated by Germany.

Another example of our negotiator's failure to be guided by the principles of the Bermuda Agreement is that made with Australian Government in 1957 whereby Qantas, the Australian airline, was given rights to fly from Australia across the Pacific to San Francisco, on to New York, from there over to London, and even beyond. This award opened up, I would estimate, about half of the world's potential air traffic and is better than any route award ever given a U.S. carrier.

The route given to our U.S. carriers in return was hardly equitable. They were allowed passage from the United States through points in Australia to, in some cases, southeast Asia and the Philippines, and, in other cases to Africa and the Antarctica. On the very face of it, this agreement is inequitable and unjustified. It provides another example of the State Department's failure to protect our legitimate interests to the detriment of the U.S. airlines.

KLM NEGOTIATIONS REOPENED

Last week the Department of State announced its willingness to reopen formal consultations on the 1957 bilateral air agreement between the United States and the Government of the Netherlands. The Dutch reply is

awaited now. The announced intent of these consultations will be to consider a Dutch request for a transpolar route from Holland into Los Angeles. Under normal circumstances I would welcome such consultations and would hope that some drastic revisions would be made in the present air agreement with the Netherlands, for I feel that the American air carriers' interests and the interests of the United States were not properly protected when the present agreement was negotiated. I would welcome negotiations which would offer an opportunity to make changes in the provisions of that accord—changes which would undo and redress the inequities which were placed on U.S. carriers in 1957. But although these consultations, assuming they are held, will offer the opportunity to make changes, I fear that such modifications as may come out of these talks will not be ones which will benefit the U.S.-Flag carriers.

In order that the Senate may understand exactly what is involved in these consultations, I think it would be well to go into the background of our present air agreement with the Dutch Government.

Initial air route negotiations with the Dutch Government commenced shortly after World War II, and a basic agreement was reached in 1946, whereby KLM Royal Dutch Airlines was granted travel over two routes—Amsterdam-New York and Miami-Curacao—Curacao being in the Netherlands Antilles. American-Flag lines were also granted the same routes. This was a 1-year agreement which was successively renewed for varying lengths of time while further negotiations continued intermittently until 1957. In that year a formal agreement was reached wherein the earlier route awards were reaffirmed and KLM also received passage from Amsterdam to Houston via Montreal and New York-Curacao. In return for these U.S. concessions, the U.S. carriers were granted some flexiblity in their rights to fly into the Netherlands Antilles and we attained the Dutch willingness to abide by the principle of the Bermuda Agreement.

Dutch adherence to the Bermuda principles would, in theory, enable KLM to share with U.S. lines all the services needed for transport of passengers or cargo having its origin or destination in Holland or the United States but would not permit KLM to operate these routes in substantial excess of the needs generated

within the two countries. Of course, like limitations were to be applied to U.S. carriers.

KLM 5th FREEDOM TRAFFIC: 50%

It is doubtful, however, whether the Dutch concession to abide by the principles of the Bermuda agreement has been of much value to the American-Flag carriers. Although no specific figures are available, because the United States does not check the volume of fifth-freedom traffic, and because the Dutch Government has been unwilling to provide pertinent statistics, authoritative estimates put the amount of fifth-freedom traffic on these KLM routes at substantially about 50 per cent. If this is true, then KLM has been carrying on a flagrant and systematic violation of the Bermuda principles and the United States-Netherlands agreement of 1957.

In any case, the 1957 agreement provides KLM with access to more than 20 times the population that the U.S. carriers received by virtue of the agreement. The route from New York to Curacao is particularly significant, for it provides a means for KLM to gain access to the entire New York-Latin American market, which should be reserved for Latin American and U.S. airlines. The 1957 air agreement with the Netherlands, was, like the agreements with Germany and Australia, distinctly disadvantageous to the American carriers, in that access to population and rights to carry fifth-freedom traffic were inequitable.

In 1960, further consultations were held with the Dutch, at which time they requested that the United States grant KLM transpolar rights into Los Angeles, the same route they are requesting this year. After a month of talks, the State Department turned down the Dutch request. In a letter to an interested Member of the Senate, shortly thereafter, Assistant Secretary of State William MacComber said:

> It was considered that the aviation rights already given to the Netherlands in the Air Transport Agreement of 1957, represented quite generous concessions and that the grant of a further concession at this time would only create a further imbalance of benefits to the disadvantage of the U.S. airlines. The grant of the Netherlands request, therefore, was not considered to be in the best interest of the United States.

NO REASON FOR NEW TALKS

The State Department was indeed correct in its refusal and in its reasons for it. However, now, 15 months later, consultations on the very same route and the same problem are to recommence. I do not know of any significant economic or political changes in United States-Netherlands relations in the last year or so. Consequently, I see no reason for reopening the talks. The reasons for the refusal in January 1960 are even more valid today, since the share of the North Atlantic carriage by U.S.-Flag lines has declined every year since 1957, and particularly during the past year.

The State Department's letter mentioned the creation of a further imbalance of benefits—a clear admission that the present United States-Netherlands air agreement is disadvantageous to U.S. airlines. If KLM is given access to the Los Angeles metropolitan area, with its population of about 7 million, no possible routing which U.S. airlines can get in return will offer true or equitable compensation. The only Dutch concession which might make such an award at all reasonable would be their willingness to accept a substantial cut in the capacity they now carry over their routes in and out of the United States. In order to insure effectiveness of an agreement to decrease capacity, the maximum number of flights would probably have to be specified as a total number or as a percentage of certain other capacities.

I said that normally I would welcome these consultations and the opportunity they afford to correct this imbalance of benefits. However, these talks are being taken up again at the initiative of the Dutch Government; and it would be unreasonable to expect that any country would ask for a cut in its flights or would request talks if it thought a decrease in capacity would result. Past experience shows that our negotiators have too often granted concessions of the type of those for which the Dutch will ask. Over recent years we have developed an unhealthy precedent for making route awards which disregard the principles of the Bermuda agreement and fail to contribute to the economic betterment of our own airlines. If the experience of the last decade gives any indication of what to expect in the future, I am sure that the route to Los Angeles—one which cannot be compensated by anything to which the Dutch can agree—will be awarded. Consequently, I do not welcome these consultations. I fear that will be the outcome of the consultation, and that it will be terribly injurious to international air carriers bearing the U.S. Flag.

In addition to the questions of reciprocity of market access and general equity of routes, there are three other considerations which I hope our negotiators will bear in mind during the talks with the Dutch. These three considerations bear not only on these particular talks, but also will have a great effect on the conduct of all future negotiations for air agreements with foreign countries and on the actual day-to-day conduct of foreign carriers operating under their present bilateral agreements with the United States.

KLM VIOLATIONS SEEN

First, I mention that the 1957 United States-Netherlands agreement called for KLM's recognition and compliance with the Bermuda principles. Many impartial observers feel that KLM has consistently violated these principles, specifically on the capacity they carry on their routes. I hope that in preparation for these talks the Civil Aeronautics Board has gathered figures which will prove the truth or falsity of this accusation. If the accusation is false, the CAB should say so. If, however, the accusation is true, the United States should stand its ground and demand compliance with the 1957 agreement. Any other action would put us in danger of setting a precedent which would be extremely damaging to our national interests. If KLM, while committed to the Bermuda principles by the present agreement, is nevertheless violating the principles, it is most important that she not be granted the Los Angeles route in return for the guaranteed, effective compliance with the principles. While effective compliance might render the U.S. airlines some short-term benefits, it would indicate to other foreign carriers that the best means of gaining from the United States an extraordinary and unjustified concession is to violate the agreement under which they now are operating, and then use their violations as a negotiating tool with which to gain further concessions.

Consequently, Mr. President, it is most important that before any talks begin, the CAB attempt to determine the extent of KLM's compliance with the 1957 agreement. If there is a consistent failure to live up to the principles of the original agreement, we must—more than ever—refuse to accede to the Dutch request for a route into Los Angeles.

CAMPAIGN FOR ROUTES

Second, KLM's drive to obtain this route has received the strong backing of the Dutch Government. The Dutch Ambassador has called on officials of the State Department and has urged the reopening of talks. The Dutch Foreign Minister has apparently discussed the matter with the President of the United States. Their 1960 bid for this route was carried on in conjunction with a strong public-relations program in the United States; and approaches were made to various civic groups, in seeking their support. In the face of this, granting of the route into Los Angeles can only lead to the conclusion that the United States will yield to any determined, high-pressure campaign for the awarding of extraordinary routes, no matter how unjustified or how prejudicial to U.S. interests. This will furnish to other foreign carriers an invitation to employ exactly the same tactics; and a second, third, and fourth dangerous and damaging effect will have occurred.

Third, the awarding of this route—an award which the Civil Aeronautics Board has opposed in the past, and, I understand, will again oppose—will be an indication that the State Department has no guiding principles or policies to be followed in the negotiation of international air routes, and that the principles which were talked about at Bermuda are only a mockery, a sham, to which only lipservice is given. In this case, I suggest that it is within the province of Congress to establish a policy which will serve as a guide in future negotiations, and to institute procedures which will insure that the policy is carried out.

Mr. President, I would think the Congress eventually will have to consider this problem, and to devise some rules—itself—which can be followed by the Civil Aeronautics Board, and at least make to the State Department some suggestions as to what positions should be taken with respect to the granting of these routes.

It is indisputable that at least some of the situations about which I have talked today—and I speak specifically of the unjustified route awards and our policy to limit the capacity on these routes—were allowed to come into existence by, and owe their continued existence to, diplomatic and political considerations.

I can imagine no other reason for letting

Qantas carry our American citizens from San Francisco to New York and on to London. Nor can I see any economic virtue in allowing Lufthansa the right to fly into Latin America via New York. I do not say that politics or diplomacy provide good, or logical, reasons for these routings. I simply say that they provide the only conceivable grounds on which these routes could have been awarded since equity and the economic facts of life rule out all others.

U.S. CARRIERS' INTERESTS IMPORTANT

In this connection, I think it is important that the United States indicate, through its dealings and negotiations with both friend and foe, that it is honest, forthright, and eager to protect its own legitimate interests. Only in this way can we insure that our Government's voice will have the respect it deserves. But we gain no respect when we grant to foreign countries air rights which, on their very face, are damaging to our own Flag carriers and in opposition to the declared principles of action which we made explicit in the Bermuda agreements. I do not think that the ignoring of our American-Flag carriers' legitimate interests can aid in the achievement of our long-range foreign policy goals, nor do I think such disregard is in the interest of the United States or anyone else, except some of these foreign countries.

We have too long toyed with the future of our U.S. international flag carriers. The outcome of the forthcoming negotiations may be the final blow to their hopes for equitable routes or may provide a turning point—a new departure—toward the principles that will serve not only these foreign countries, but our own country. I hope the State Department will recognize the legitimate interests of the U.S. airlines and will refuse to grant KLM the route to Los Angeles.

Additional copies available from
Public Relations Service
Air Transport Association of America
1000 Connecticut Ave., N.W.,
Washington 6, D.C.
EXecutive 3-6161

Printed in U.S.A.

Mayor Hyde

Peter Grace - asst sec of State

Picture of Trujillo
being handcuffed at airport

Western Union

Gulf oil
Standard oil

Barbara Bush

Texas Gas.

UPI-97

(TAXES)

WASHINGTON--THE SENATE FINANCE COMMITTEE TODAY UNANIMOUSLY APPROVED A $3.7 BILLION TAX EXTENSION BILL REQUESTED BY PRESIDENT KENNEDY TO KEEP THE FEDERAL BUDGET FROM GOING FURTHER IN THE RED.

AN AMENDMENT BY SEN. GEORGE A. SMATHERS, D-FLA., TO ELIMINATE $300 MILLION IN REVENUES FROM THE 10 PER CENT TRANSPORTATION ON AIRLINE, RAIL AND BUS TICKETS WAS DEFEATED.

CHAIRMAN HARRY F." BYRD, D-VA., SAID THE SMATHERS PROPOSAL WAS REJECTED IN COMMITTEE BY A VOTE OF 10-7. HE SAID THE FINAL VOTE ON THE BIG TAX BILL WAS 17-0.

BYRD SAID THE BILL WAS APPROVED WITHOUT CHANGE IN THE FORM IT PASSED THE HOUSE.

THE HOUSE-PASSED BILL EXTENDS FOR ANOTHER YEAR THE OLD "WARTIME EMERGENCY" TAXES ON CORPORATION PROFITS AND EXCISE LEVIES ON NEW CARS, CIGARETTES, TRAVEL, LIQUOR, BEER AND TELEPHONES.

WITHOUT CONGRESSIONAL ACTION, THE TAXES WOULD AUTOMATICALLY EXPIRE MIDNIGHT JUNE 30.

THE BILL WAS PASSED BY THE HOUSE JUNE 8 AFTER DEMOCRATS NARROWLY TURNED BACK, 196-189, A GOP-SPONSORED MOVE TO CUT THE 10 PER CENT TRANSPORTATION TAX.

THE 52 PER CENT CORPORATE TAX WAS ENACTED AS A WORLD WAR II REVENUE MEASURE. MOST OF THE EXCISE TAXES WERE ENACTED BY CONGRESS TO HELP FINANCE THE KOREAN WAR. THEY HAVE BEEN EXTENDED EACH YEAR SINCE.

KENNEDY HAS ASKED THAT THEY BE EXTENDED AGAIN IN VIEW OF THE ANTICIPATED BUDGET DEFICIT FOR NEXT FISCAL YEAR OF CLOSE TO $4 BILLION.

6/14--GE129P

Letter

Smathers bid for immunity
Praise of Smathers

Forbes
Corp. expenditures

Conflict of interest

1. Transportation act.
2. Airline speech
3. Tax forgiveness

Channel 10

Col

Smathers for Johnson
Pepper for Kennedy

Smathers wouldn't let
Fla. delegation
switch.
later offered
Pepper's
being introduced

breakfasts
trips

How long can Dems
have friendship & opposition
too?

Smathers

Golfed Bring tree Nov 26

" Palm Beach Dec 3.

Breakfast (Hunt) Nov. 30

also visited Palm Beach before baby arrival.

UPI-26

(KENNEDY)

PRESIDENT-ELECT KENNEDY SET UP AN APPOINTMENT SCHEDULE TODAY WHICH INCLUDED A LABOR LEADER, A NEGRO CONGRESSMAN AND A KEY ADVISER ON FEDERAL REGULATORY AGENCIES.

KENNEDY ARRANGED MEETINGS AT HIS GEORGETOWN HOME WITH JOSEPH KEENAN, PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS; REP. ADAM CLAYTON POWELL, D-N.Y., WHO WILL BE CHAIRMAN OF THE HOUSE LABOR AND EDUCATION COMMITTEE, AND JAMES M. LANDIS OF NEW YORK, WHO IS CONDUCTING A STUDY OF REGULATORY AGENCIES FOR KENNEDY.

BEFORE THE CONFERENCES WITH THE THREE, KENNEDY BREAKFASTED WITH SEN. GEORGE A. SMATHERS, D-FLA., AN OLD CONGRESSIONAL FRIEND WHO HAS BEEN HIS COMPANION ON SEVERAL OCCASIONS SINCE THE ELECTION.

KENNEDY HIMSELF REPORTED THAT "GOOD PROGRESS" IS BEING MADE IN SELECTING TOP OFFICIALS FOR HIS NEW ADMINISTRATION.

OTHER THAN VISITS TO HIS WIFE AND NEW SON, JOHN F. KENNEDY JR., AT GEORGETOWN UNIVERSITY HOSPITAL, KENNEDY PLANNED TO SPEND HIS WORKING DAY AT HOME.

11/30--GE1001A

UPI-27

PRESIDENT-ELECT KENNEDY'S APPOINTMENTS:

9:00 (BREAKFAST)--SEN. GEORGE A. SMATHERS, D-FLA.

11:00 JOSEPH KEENAN, PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

NOON REP. ADAM CLAYTON POWELL, D-N.Y.

12:30 JAMES M. LANDIS OF NEW YORK, FORMER DEAN OF THE HARVARD LAW SCHOOL WHO IS CONDUCTING A STUDY OF REGULATORY AGENCIES FOR KENNEDY.

Clemenceau "War is too serious to be left to the Generals"

from Pepper May 5, '61

Another - 28 sec. Big H.T.
→ Powell homecoming
Host at Party

Committee that Kennedy make trip to Florida.
big testimonial dinner

Paul Robeson
Claude Pepper never entertained colored man married to white woman.

Bill not reported.
Brief hearing on June 23, 1959
Opposed by both railroads & labor unions

86TH CONGRESS
1ST SESSION

S. 452

IN THE SENATE OF THE UNITED STATES

JANUARY 17, 1959

Mr. SMATHERS introduced the following bill; which was read twice and referred to the Committee on Interstate and Foreign Commerce

A BILL

To prohibit the issuance of public certificates of necessity and convenience to certain applicants and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*
3 That section 1 (20) of part I, of the Interstate Commerce
4 Act, is hereby amended by striking the period at the end of
5 the first sentence therein and inserting the following: ":
6 *Provided, however,* That the Commission may not issue any
7 certificate to any applicant or person, who has a direct or
8 indirect interest, or who has an officer or director who has
9 a direct or indirect interest, in a person who is a holder of
10 a certificate of public necessity and convenience issued in
11 accordance with the provisions of section 207, part II, of

1 this Act, as amended, or section 309 (c), part III, of this
2 Act, as amended, or section 7E of the Natural Gas Act of
3 1938, as amended, or section 401 (d) (1) and section
4 401 (d) (2) of the Federal Aviation Act of 1958, as amended
5 (72 Stat. 731), or is a contracting party to an operating
6 differential subsidy contract executed in accordance with
7 the provisions of section 306 of the Merchant Marine Act
8 of 1936, as amended."

9 SEC. 2. Section 207 (a), part II, of the Interstate Com-
10 merce Act, as amended, is hereby amended by striking the
11 period following the first proviso and inserting the following:
12 ": *And provided further*, That no such certificate may be
13 issued to any applicant or person, who has a direct or indirect
14 interest, or who has an officer or director who has a direct
15 or indirect interest, in a person who is a holder of a certificate
16 of public necessity and convenience issued in accordance with
17 the provisions of section 1 (18), part I, of this Act, as
18 amended, or section 309 (c), part III, of this Act, as
19 amended, or section 7E of the Natural Gas Act of 1938, as
20 amended, or section 401 (d) (1) and section 401 (d) (2)
21 of the Federal Aviation Act of 1958, as amended, or is a
22 contracting party to an operating differential subsidy contract
23 executed in accordance with the provisions of section 306 of
24 the Merchant Marine Act of 1936, as amended."

25 SEC. 3. Section 7E of the Natural Gas Act of 1934, as

1 amended, is hereby amended by striking the semicolon
2 therein and the remainder of the sentence following the semi-
3 colon and inserting ": *Provided, however,* That the Commis-
4 sion may not issue any certificate to any applicant or person,
5 who has a direct or indirect interest, or who has an officer or
6 director who has a direct or indirect interest, in a person
7 who is a holder of a certificate of public necessity and con-
8 venience issued in accordance with the provisions of section
9 1 (18), part I, of the Interstate Commerce Act, as amended,
10 or section 207, part II, of the Interstate Commerce Act, as
11 amended, or section 309 (c), part III, of the Interstate Com-
12 merce Act, as amended, or section 401 (d) (1) and section
13 401 (d) (2) of the Federal Aviation Act of 1958, as
14 amended, or is a contracting party to an operating differential
15 subsidy contract executed in accordance with the provisions
16 of section 603 of the Merchant Marine Act of 1936, as
17 amended; otherwise such application shall be denied."
18 SEC. 4. Section 401 (d) (1) of the Federal Aviation
19 Act of 1958 (72 Stat. 731), is hereby amended by striking
20 the semicolon therein and all that follows and inserting:
21 ": *Provided, however,* That the Board may not issue any cer-
22 tificate to any applicant or person, who has a direct or
23 indirect interest, or who has an officer or director who has
24 a direct or indirect interest, in a person who is a holder
25 of a certificate of public necessity and convenience issued

in accordance with the provisions of section 1 (18), part I, of the Interstate Commerce Act, as amended (49 Stat. 543), or section 207, part II, of the Interstate Commerce Act, as amended (49 Stat. 551), or section 309 (c), part III, of the Interstate Commerce Act, as amended (54 Stat. 942), or section 7E of the Natural Gas Act of 1938, as amended (56 Stat. 83), or is a contracting party to an operating differential subsidy contract executed in accordance with the provisions of section 603 of the Merchant Marine Act of 1936, as amended (49 Stat. 2002); otherwise such application shall be denied."

SEC. 5. The Interstate Commerce Act, as amended, the Federal Aviation Act of 1958, as amended, the Merchant Marine Act of 1936, as amended, the Natural Gas Act of 1938, as amended, are hereby amended by adding at the end thereof the following new section:

"(1) For the purposes of this section, the transportation industry is divided into the following segments: Air transportation, water transportation, railroad transportation, motor vehicle transportation, pipeline transportation.

"(2) The term 'Commission' as used in this section means the Interstate Commerce Commission, the Federal Power Commission, the Civil Aeronautics Board, the Federal Maritime Board.

"(3) The term 'carrier primarily engaged in a separate

1 segment of the transportation industry' means a person,
2 firm, copartnership, corporation, association, or joint-stock
3 association, or any trustee, receiver, assignee or personal
4 representative thereof, whose primary and basic business
5 operations are the transportation of persons or property for
6 hire, and is exclusive of any 'private carrier of property by
7 motor vehicle' as defined in paragraph (17), section 203,
8 part II, of the Interstate Commerce Act, as amended.

9 "(4) Notwithstanding the provisions of any other
10 statute or law, it shall be unlawful for any individual or
11 person or employee or group of employees or organization
12 of employees of any carrier primarily engaged in a separate
13 segment of the transportation industry to interrupt the
14 normal operation of said separate segment of the transporta-
15 tion industry by overt acts or refusal to act if such overt
16 acts or refusal to act are due to participation in or support
17 of the activities or objectives of any individual or person or
18 employee or group of employees or organization of employees
19 of any carrier primarily engaged in any other separate
20 segment of the transportation industry: *Provided, however,*
21 That nothing herein shall be construed to prevent any indi-
22 vidual or person or employee or group of employees, or
23 organization of employees of any carrier primarily engaged

1 in a separate segment of the transportation industry from
2 promoting their own objectives in a lawful manner.
3 "(5) The Commission is hereby authorized, upon com-
4 plaint, or upon its own initiative without complaint, but
5 after notice and a hearing, to investigate and determine
6 whether there is a violation of the provisions of paragraph
7 (3). If the Commission finds after such investigation that
8 there is a violation of the provisions of such paragraph it
9 shall by order require such individual or person or employee
10 or group of employees, or organization of employees, its
11 officers and agents to take such action as may be necessary,
12 in the opinion of the Commission, to prevent continuance of
13 such violation.
14 "(6) Notwithstanding the provisions of any other stat-
15 ute or law the district courts of the United States shall have
16 jurisdiction upon the complaint of the Commission, alleging a
17 violation of any of the provisions of this section or disobedi-
18 ence of any order issued by the Commission thereunder by
19 any individual or person or employee or group of employees,
20 or organization of employees, or its officers or agents, to
21 issue such writs of injunction or other proper process, man-
22 datory or otherwise, as may be necessary to restrain such
23 defendants from violation of this section or to compel obedi-
24 ence to such order.
25 "(7) Whosoever shall violate the provisions of part III

1 of this section shall be liable to a fine of $5,000 or imprison-
2 ment for five years or both. Any organization which violates
3 the provisions of part III of this section shall be liable to a
4 fine of $25,000 for each separate violation."

5 SEC. 6. Section 603 (a) of the Merchant Marine Act of
6 1936, as amended, is hereby amended by striking the period
7 at the end thereof and inserting: ": *Provided, however,* That
8 the Federal Maritime Board may not enter into any contract
9 with any applicant or person, who has a direct or indirect
10 interest, or who has an officer or director who has a direct
11 or indirect interest, in a person who is a holder of a certificate
12 of public necessity and convenience issued in accordance with
13 the provisions of section 1 (18), part I, of the Interstate
14 Commerce Act, as amended, or section 207, part II, of the
15 Interstate Commerce Act, as amended, or section 7E of the
16 Natural Gas Act of 1938, as amended, or section 401 (d) (1)
17 and section 401 (d) (2) of the Federal Aviation Act of 1958,
18 as amended."

19 SEC. 7. Section 309 (c), part III, of the Interstate Com-
20 merce Act, as amended, is hereby amended by striking the
21 semicolon and all that follows and inserting: ": *Provided,*
22 *however,* That the Commission may not issue any certificate
23 to any applicant or person, who has a direct or indirect inter-
24 est, or who has an officer or director who has a direct or in-
25 direct interest, in a person who is a holder of a certificate of

S. 3765
tax depreciation

1 public necessity and convenience issued in accordance with
2 the provisions of section 1 (18), part I, of this Act, as
3 amended, or section 207, part II, of this Act, as amended, or
4 section 7E of the Natural Gas Act of 1938, as amended, or
5 section 401 (d) (1) or section 401 (d) (2) of the Federal
6 Aviation Act of 1958, as amended."

Hartke

S 3778
became PL
625
85th Congr

86TH CONGRESS
1ST SESSION

S. 452

A BILL

To prohibit the issuance of public certificates of necessity and convenience to certain applicants, and for other purposes.

By Mr. SMATHERS

JANUARY 17, 1959

Read twice and referred to the Committee on Interstate and Foreign Commerce

2227
Nov 50B
vs should did
this but they get
out anti trust
trust with gov't.

THE TAMPA T

TAMPA, FLORIDA, SUNDAY, NOVEMBER

Florida Politics

By MARTIN WALDRON
Tribune Staff Writer

Bryant Faces Hectic Period Before Taking Office as New Governor

The next seven weeks won't be as hectic for Gov.-elect Farris Bryant as they will be for President-elect Kennedy.

But they'll be plenty busy.

Kennedy will have to get most of his administration groundwork, including new budgets, ready by the first of January.

Bryant

Bryant will have until the first week in April—when the state Legislature meets—to finish budgets.

But he will have to decide between now and Jan. 3 whom he'll appoint to the patronage jobs which will be his.

Bryant hasn't peeped about who'll be appointed to what, except for a few members of his office staff.

Some educated guesses, however, are in order.

Billy Mayo, son of the late Nathan Mayo and one of Bryant's closest friends, seems in line for chairmanship of the State Road Board.

The First District road board member may be John Hamner, Tampa insurance man.

Warren Cason of Tampa and Palmer Perrine, former mayor of Miami, may be on the State Racing Commission, or perhaps the Florida Development Commission.

Each of these is a "prestige" appointment, but the racing and development commissions don't require near the work that the road board does.

Jimmy Kynes will be Bryant's executive assistant, and John Evans will be his press secretary.

Kynes is an Ocala lawyer, and is expected to stay in the governor's office only about a year. Evans is a former St. Petersburg and Tampa newsman.

Others in Bryant's office will include a couple of young men who recently graduated from the University of Florida—William Norris of Bartow and Bruce Garwood of Palm Beach.

They worked for Bryant in his campaigns.

Bryant's private secretary will be Mrs. Lucille Rogers from his Ocala law office. Mrs. Lorna Allen, wife of Marine Corps recruiter Charles Allen of Tallahassee, also is expected to be on Bryant's office staff.

Bryant will have several well paying jobs to fill, including chairman of the State Industrial Commission, state beverage director, director of the development commission, motor vehicle commission, and director of the state labor mediation service.

Adams Travels Inexpensively

Tom Adams, secretary of state-elect, reported last week that he traveled more than 25,000 miles around Florida from Oct. 8 through Nov. 8 campaigning.

Adams

His campaign expense report—filed as required by law—showed he spent only $200 during that time.

To travel 25,000 miles for $200 is some sort of minor miracle, figuring out at less than one-tenth of a cent a mile.

If Adams is such a good manager, perhaps the Legislature ought to consider putting some fiscal duties under the secretary of state while the former senator is in office.

Asked to explain how Adams could travel so far on so little, an aide quipped: "Credit cards."

Ex-Polk Sheriff Likely to Get Release

It seems likely that former Polk County Sheriff H. B. (Pat) Gordon won't have to serve the five years he was sentenced to for perjury.

Gordon

Gordon was involved in some fashion in the $10,000 payoff case which rocked the state almost five years ago when former State Sen. Harry King paid $10,000 to former State Rep. Boone Tillet to drop out of the state Senate race.

Gordon was convicted of asking two of his deputies to lie to a grand jury about the payoff, a charge he tearfully denies.

The deputies were put on probation and King is under a one year sentence on a misdemeanor.

Four members of the pardon board seem disposed to grant Gordon clemency for one reason or another—the main one being that he is being punished far more severely than those who on the face of it are guiltier.

Gov. LeRoy Collins blocked probation for Gordon last week.

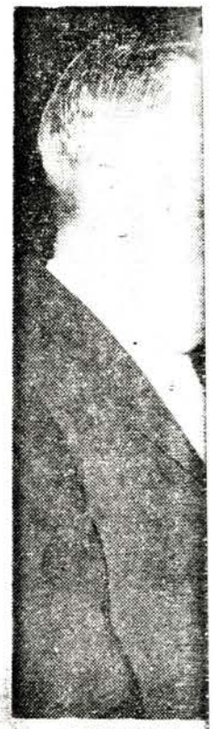
One of his reasons was that the King case itself may come before the pardon board and to show Gordon clemency might give King some claim to clemency himself.

Collins also wants state prison doctors to pass on Gordon's physical condition. Gordon's doctor said imprisonment almost certainly would kill the former sheriff.

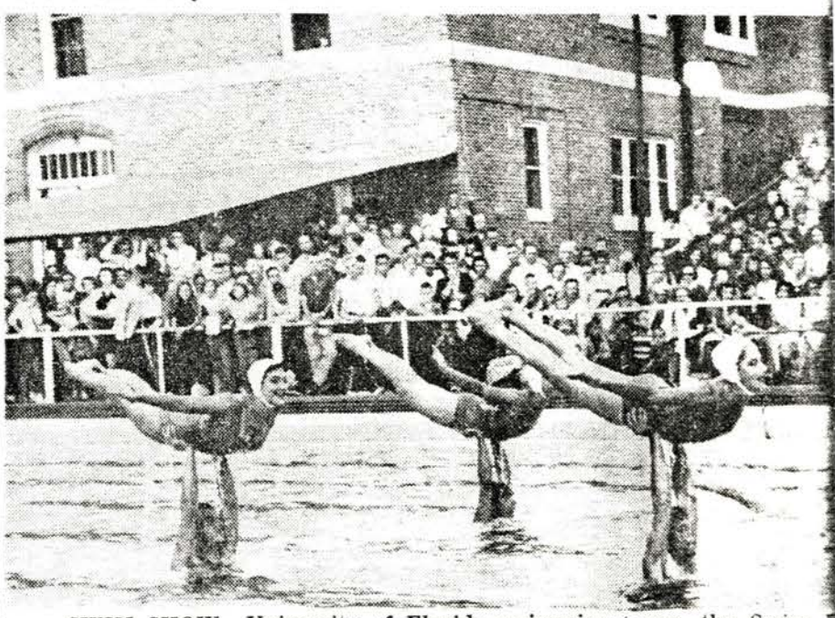
Petersen Almost Matched Forecast

Banquet, Swim Show, Skit

BLUE KEY BANQUET DIGNITARIES — Sen. George Smathers is pictured as he talked with other dignitaries at the Florida Blue Key banquet at the University of Florida Homecoming program this weekend. From left, they are: Norman Lipoff, Florida Blue Key president; Smathers and Wayne Reitz, president of the University of Florida.



POLITICS A
Pepper, right, is
of Florida Head
Florida Blue K
prominence at th
lation he may b



SWIM SHOW—University of Florida swimming teams, the Swim
Aqua Gators, put on a colorful display of water antics during the Hom
program this weekend. Here the Aqua Gators hold members of the Sw
team aloft as they present part of their "Gator Guide to Florida." —
Photos by Bill Wilson).

AT U. OF FLORIDA HOMECOMING—

State, National Officials Lampooned by Law Stude

By SAM MASE
Tribune Staff Writer

GAINESVILLE, Nov. 12 — Gov. LeRoy Collins, Governor-elect Farris Bryant and his opponent in the last gubernatorial campaign, Doyle Carlton of Wauchula, were among the political figures who were lambasted in skits presented today by Univer-

was good enough for my grandpappy, there's no reason why we have to have all these new fangled expensive turnpikes and things like that."

Then, on a take-off on the state administration of Millard Caldwell, the student portraying Bryant (who was not present for the skits lampooning politicians) said:

"Friends, I say that we need to go back to the good old

I shore am sincere.
old LeRoy Collins
he gave me this
to read out 'out to
night, 'Doyle, wh
something I rea
The integration
was the main the
"Carlton-Bryant"
presented by the
students.
In a question an
period of the skit,

MPA TRIBUNE

SECTION B
GENERAL NEWS

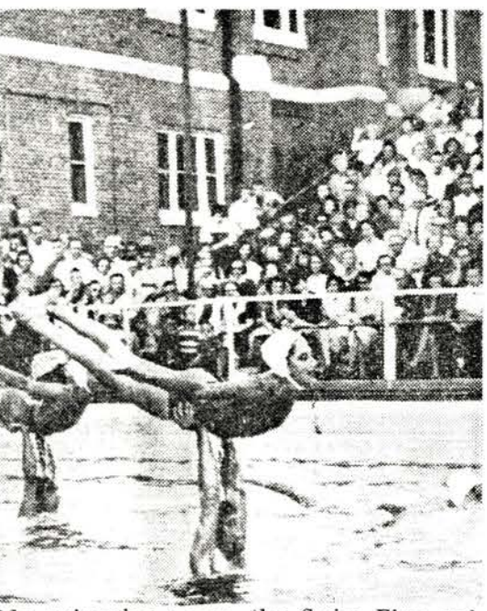
ORIDA, SUNDAY, NOVEMBER 13, 1960

ı Show, Skits Climax Florida U. Homecoming

ARIES — Sen. ed with other anquet at the am this week-, Florida Blue eitz, president

POLITICS AND FOOTBALL—Former Sen. Claude Pepper, right, is shown as he chatted with University of Florida Head Football Coach Ray Graves at the Florida Blue Key Banquet this weekend. Pepper's prominence at the Homecoming program led to speculation he may be regaining a lead in state politics.

SENIOR OFFICIALS—Among the senior officials who attended the annual Florida Blue Key Banquet at the Homecoming ceremonies were Florida's senior U.S. senator, Spessard Holland, left; and Dr. John F. Tigert, former president of the university.



ida swimming teams, the Swim Fins and of water antics during the Homecoming a Gators hold members of the Swim Fins eir "Gator Guide to Florida." — (Tribune

ROMAN HOLIDAY—Florida's U.S. senators felt the barb of University of Florida law students at Homecoming ceremonies in the law school's traditional skits. Here Georgius Smathersi (left) stabs Spessardi Hollandius in the ancient Roman method of disposing of opposition for a favored position. Looking on at right is the "new" junior senator, Farrius Bryantus.

MECOMING—

al Officials y Law Students

enough for my there's no reason to have all these expensive turn-hings like that." a take-off on the stration of Mil-ell, the student Bryant (who was or the skits lam-icians) said:

say that we need to the good old ime Florida gov-

I shore am sincere. It's like old LeRoy (Collins) said when he gave me this here speech to read out lout to folks tonight. 'Doyle, when you say something I really mean it.'"

The integration of races was the main theme of the "Carlton-Bryant" debate as presented by the law school students.

In a question and answer period of the skit, the candidates depicted said in part:

Bryant — "The most im-

Bishop In Cuba Again Hits Reds

HAVANA, Nov. 12 (AP)—The Archibishop of Santiago, Cuba's second-largest city, told Cuban Roman Catholics in a pastoral letter to be read tomorrow that the battle against communism must be fought from their own ranks and not from U.S. military and economic strength.

Entitling his message "Rome or Moscow," The Most Rev. Enrique Perez Serantes warned that communism's best auxiliaries are those Catholics who interpret religious precepts in

Here At Home (SEE OTHER SIDE

Pepper's Ability Displayed Again

By JIM WHYTE

With a cigarette, it may be "what's up front that counts."

With a public figure, it's definitely "what's on top that counts"—what's on top of his shoulders and between his ears.

WHYTE

Never did this register with me more forcefully than yesterday when I again had the opportunity of hearing ex-U. S. Sen. Claude Pepper speak.

Pepper was an eleventh-hour fill-in for Democratic gubernatorial candidate Farris Bryant at a meeting sponsored by the local chapter of the National Council of Jewish Women.

It was a public forum type meeting, and I was among those asked to sit on a panel of questioneers.

I have heard Pepper speak several times. More often than not I disagree markedly with the political philosophies he espouses—but each time I hear him the man commands my increasing respect for his poise and ability.

* * *

IT TOOK A MAN of unique ability to accept the invitation here yesterday.

Pepper was asked to speak in behalf of both the state and national Democratic tickets. In many respects—most respects, in fact—these tickets are diametrically opposed. Where the national ticket espouses the cause of liberalism, the state ticket espouses that of conservatism.

The former senator, of course, has no difficulty in supporting the national ticket, for Pepper is a liberal of still-great national stature. For him to wax enthusiastic about the state ticket, however, is quite another matter.

For him to urge support of both tickets at one and the same time is like a man singing a duet with himself.

Yet Pepper did it yesterday—and did it convincingly.

He declared that the scope of the Democratic party was broad enough to embrace both viewpoints without conflict, and that the state and national tickets did not conflict in that they serve different interests and needs of the people.

*

To be sure, one could take the various points Pepper made and treat them individually, pointing up inconsistencies in the political camps that cannot be glossed over or ignored.

Pepper's ability, however, lies in the fact that he left his audience in such a frame of mind that they would not be inclined to hunt for inconsistencies because he presented his case in such a logical and sincere manner.

When it comes to answering questions, Pepper is even more of a master than he is in delivering a speech. He can launch into an answer immediately and talk around the point without giving the impression that he is evading the question, until he has the time to formulate and phrase in his mind a direct answer that takes both the sting and the effectiveness from the question.

* * *

BECAUSE OF his liberal convictions and the outspoken manner in which he presents them, the former senator is a man who arouses strong feelings of like and dislike.

Few people are lukewarm about Claude Pepper.

Yet his detractors must agree with his admirers that he stands as one of the great public speakers and most able political figures of our time.

HOLLYWOOD SUN-TATTLER

Established January 19, 1935, as the Hollywood Sun
Combined February 4, 1942, with The South Broward Tattler

WILMONT E. DAY and G. W. McCALL, Publishers

JAMES L. WHYTE, Assistant Publisher | PETER J. SULLIVAN, Advertising Manager

Published weekday afternoons except Saturday at 2028 Tyler St., Hollywood, Florida, by Sun-Tattler Company. Entered as second class matter, January 23, 1935, at the Postoffice at Hollywood, Florida, under the Act of Congress of March 3, 1879.

HOLLYWOOD OFFICE
2028-30 Tyler St. Telephone WA 2-1511
WEST HOLLYWOOD OFFICE
5723 Hollywood Blvd. Telephone YU 3-8240

MEMBER AUDIT BUREAU OF CIRCULATION
Subscription Price: By Carrier in South Broward and North Dade County, 20 cents per week; by mail to Postoffices within the United States, $10.40 per year; six months, $5.20; three months, $2.75; one month, $1.50. Payable in advance.

MEMBER OF THE ASSOCIATED PRESS
The Associated Press is entitled exclusively to the use for republication of all the local news printed in this newspaper as well as all AP news dispatches.

TUESDAY, OCTOBER 11, 1960

r

Asia's largest.
degree it had
une.

I accepted the
whose trip to
st riots against

elf

nployed miner,
ted to a mental
pur of his chil-
d then hanged

opted children,
Ellis, 39.

that interview-
ier Khrushchev
ring their tele-

nor that Nikita
ce," the Soviet
ed by Moscow

ssia

y said that So-
nats in Odessa
of them took
store.

diplomats were
scow Embassy,
eir photographs

China

Soviet technical
housands a few
m Red China's

every night like
e Russian tech-
s," he said.

5 Fined $885 For Driving

Five men were fined a total of $885 in Hollywood Municipal Court last night after being found guilty of drunk driving and other traffic counts.

Paul Turner, 27, of the Town House Motel, was fined $300, or sentenced to 100 days in jail, with a 30-day mandatory jail term, for drunk driving.

He was sentenced to 10 days in jail for driving without a license, and fined $10 for driving with faulty mufflers. Turner, who was arrested Saturday night at U.S. A1A and Hallandale Blvd., had his license revoked in Hollywood Municipal Court several months ago.

Three drivers found guilty of drunk driving were fined $150, and their licenses were revoked for 90 days. They were Stephen Wagner, 63, of Ft. Lauderdale; Christ Boris Kencheff, 34, of 5600 N. Surf Rd., and Charles Robinson, 46, of N.W. 14th Ct., Dania.

Edward McCarty, 31, of Pompano Beach, was fined $125 for drunk driving and his license was revoked for 90 days.

Meanwhile, Franklin P. Benecraft, 26, of 511 S. 24th Ave., was arrested at 4:47 a.m. this morning at Young Circle and charged with drunk driving. He was arrested by Patrolman Edward Belvedere. He was freed on $250 bond for court tomorrow.

Optometrists Meet

The Broward County Optometric Association will meet Thursday at 8 p.m. at the office of Dr. Robert J. Shepard, 46 S.W. 2nd St., Ft. Lauderdale.

PEPPER SPEAKS—Former U. S. Sen. Claude Pepper shakes hands with Mrs. Lawrence Nusbaum, chairman of yesterday's forum meeting of the National Council of Jewish Women at which Pepper spoke. Looking on is Mrs. Charles Levine, who moderated the question-and-answer period. GOP gubernatorial candidate George Petersen spoke at the same meeting later in the afternoon.—Sun-Tattler photo by Steve Cresse.

Coffee Clubbers To See UF Film

The Hollywood Chamber of Commerce Coffee Club meeting tomorrow at 9 a.m. at Polly Davis Cafeteria will be devoted to the United Fund of Broward County.

The film, "Hour of Decision" will be shown, according to Ted Sorin, Chamber president.

Ward Jett, executive director of the Fund, and staff will be present to answer any questions.

All of the various chairmen of South Broward municipalities have been invited to attend.

Sorin said there will be no fund solicitation at the breakfast.

Robinson For Nixon

LOS ANGELES (AP)—Jackie Robinson is campaigning for Republican Richard M. Nixon, but he says he believes Democrat John F. Kennedy would get more votes from Negroes if the presidential election were held today.

Civic Association Votes

Lake Fore Bid For C

LAKE FOREST—The Lake Forest Civic Association last night voted to turn down an offer from the Broward County Commission to take over a $25,771 mortgage on the Civic Association's community building.

The reason for the thumbs down attitude was summed up by association president Lou Ciancagalini.

"We haven't got anything in Lake Forest," Ciancagalini said. "Our kids have to go to school away from here. We have to leave whenever we go to church. We haven't got anything else but this building — let's don't give it away to anyone."

The County Commission had offered to take over the building last week by paying off the existing mortgage, but did not offer to pay back any of the $28,500 that the association has already paid on

Job By Default

SALEM, Ore. (AP)—When Wheeler County's district attorney moved out of the state, Gov. Mark Hatfield had an easy time finding a successor. On Monday he appointed George L. Dukek—the only lawyer left among the county's 2,400 residents.

'Courage and Integrity' Pledged By Kennedy As His Watchwords

Associated Press

President-elect Kennedy, surrounded by a surging mass of Harvard students.

To Meet Ike Day Before Inauguration

By Carroll Kilpatrick
Staff Reporter

BOSTON, Jan. 9—President-elect Kennedy told a joint session of the Massachusetts Legislature today that the watchwords of his Administration would be courage, judgment, integrity, and dedication.

These are the qualities, he promised, that will guide him in the conduct of the Government "in the four stormy years that lie ahead."

Shortly before Mr. Kennedy spoke, it was announced that he would confer at the White House with President Eisenhower and their top foreign, defense and fiscal chiefs on Thursday, Jan. 19, the day before the Inauguration.

It will be the second meeting since the election of the incoming and outgoing Presidents. They first met for 3½ hours on Dec. 6 to confer on problems of the transition. Mr. Kennedy requested both meetings.

The address was not only a prelude to his Inaugural address a week from Friday, but it set forth the standards for his Administration and his determination to maintain them.

In constructing his Administration in the last 60 days, he said, some have counseled greater speed while others have counseled "more expedient tests."

"But I have been guided by the standard of John Winthrop

See KENNEDY, A2, Col. 2

Text of address by Mr. Kennedy. Page A2.

Regulatory agencies respond to criticism with reports praising their own work. Page A4.

Senator Mansfield proposes Government help pay costs of presidential campaigning. Page A7.

President-Elect Selects 3 to Fill Aviation, Treasury, State Posts

Three new Kennedy Administration appointments became known last night.

• Najeeb (Jeeb) E. Halaby, Los Angeles electronics executive and former Pentagon official, is expected to become administrator of the Federal Aviation Agency.

• Henry H. (Joe) Fowler, Washington attorney and former defense mobilizer, will be named Under Secretary of the Treasury.

• Abram J. Chayes, Harvard Law School professor, will become legal adviser of the State Department.

Meanwhile it was learned that James B. Fisk, head of the Bell Telephone Laboratories, has turned down the chairmanship of the Atomic Energy Commission. One of those reportedly now under consideration for that job is William C. Foster, industrialist and former Defense Department official who also is in the running for one of the economic posts in the new Administration.

Halaby, now executive vice president and a director of

He recently served on the Kennedy economic task force.

Fowler first entered Government service in 1934 with the Reconstruction Finance Corp. and later served for five years with the Tennessee Valley Authority.

Chayes Platform Drafter

Chayes won his law degree with top honors in 1949. His wife also is an attorney and both were admitted to the District Bar at the same time in 1953. At one time he was an attorney with the Washington firm of Covington and Burling.

Senate to rush Pre-Inauguration hearings of Cabinet appointees. Page A2.

Chayes worked on the Democratic platform at the Los Angeles convention last summer and during the campaign he was one of a group of top-flight law professors who helped in the civil rights field.

Other names figuring in speculation for Kennedy Administration posts are:

Charles Murphy, former counsel to President Truman

Secretary of Interior, Creekmore Fath of Austin, Tex.

Reports that George McGhee would become head of the State Department's Policy Planning Staff were amended yesterday. It now appears that the former Assistant Secretary of State is due to hold that post for only a few months until Walt W. Rostow is able to leave the Massachusetts Institute of Technology to take the job. McGhee then will be assigned another post.

Arthur Sylvester, 53, chief Washington correspondent of The Newark News, will become Assistant Secertary of Defense for Public Affairs in the Kennedy Administration, the Herald Tribune News Service reported.

Associated Press

President-elect Kennedy, surrounded by a surging mass of Harvard students.

he would confer at the White House with President Eisenhower and their top foreign, defense and fiscal chiefs on Thursday, Jan. 19, the day before the Inauguration.

It will be the second meeting since the election of the incoming and outgoing Presidents. They first met for 3½ hours on Dec. 6 to confer on problems of the transition. Mr. Kennedy requested both meetings.

The address was not only a prelude to his Inaugural address a week from Friday but it set forth the standards for his Administration and his determination to maintain them.

In constructing his Administration in the last 60 days he said, some have counseled greater speed while others have counseled "more expedient tests."

"But I have been guided by the standard of John Winthrop

See KENNEDY, A2, Col. 2

Text of address by Mr. Kennedy. Page A2.

Regulatory agencies respond to criticism with reports praising their own work. Page A4.

Senator Mansfield proposes Government help pay costs of presidential campaigning. Page A7.

President-Elect Selects 3 to Fill Aviation, Treasury, State Posts

Three new Kennedy Administration appointments became known last night.

- Najeeb (Jeeb) E. Halaby, Los Angeles electronics executive and former Pentagon official, is expected to become administrator of the Federal Aviation Agency.
- Henry H. (Joe) Fowler, Washington attorney and former defense mobilizer, will be named Under Secretary of the Treasury.
- Abram J. Chayes, Harvard Law School professor, will become legal adviser of the State Department.

Meanwhile it was learned that James B. Fisk, head of the Bell Telephone Laboratories, has turned down the chairmanship of the Atomic Energy Commission. One of those reportedly now under consideration for that job is William C. Foster, industrialist and former Defense Department official who also is in the running for one of the economic posts in the new Administration.

Halaby, now executive vice president and a director of Servomechanisms, Inc., a Los Angeles electronics firm, is a wartime Navy flier who also was a Lockheed Aircraft test pilot. A Stanford graduate, now 45, Halaby, known as Jeeb, served both in the State and Defense Departments in the Truman Administration.

Fowler Known Here

He was Deputy Assistant Secretary of Defense for International Security Affairs and a winner of the Arthur S. Flemming Award for public service. He is a consultant to Laurence Rockefeller and has been a lecturer at both the National War College and the Air War College.

Fowler, 52, is a Washington attorney who served as defense mobilizer during the Korean War years. A native of Roanoke, Va., he long has been active in Democratic politics. He recently served on the Kennedy economic task force.

Fowler first entered Government service in 1934 with the Reconstruction Finance Corp. and later served for five years with the Tennessee Valley Authority.

Chayes Platform Drafter

Chayes won his law degree with top honors in 1949. His wife also is an attorney and both were admitted to the District Bar at the same time in 1953. At one time he was an attorney with the Washington firm of Covington and Burling.

Senate to rush Pre-Inauguration hearings of Cabinet appointees. Page A2.

Chayes worked on the Democratic platform at the Los Angeles convention last summer and during the campaign he was one of a group of top-flight law professors who helped in the civil rights field.

Other names figuring in speculation for Kennedy Administration posts are:

Charles Murphy, former counsel to President Truman, for Under Secretary of Agriculture; Willard Cochrane, University of Minnesota farm economist who helped write President-elect Kennedy's farm speeches, to be principal economic adviser to Agriculture Secretary-designate Orville Freeman; Commissioner of Indian Affairs, Victor Ronier, assistant to Sen. Lee Metcalf (D-Mont.); Assistant Secretary of Interior, Creekmore Fath of Austin, Tex.

Reports that George McGhee would become head of the State Department's Policy Planning Staff were amended yesterday. It now appears that the former Assistant Secretary of State is due to hold that post for only a few months until Walt W. Rostow is able to leave the Massachusetts Institute of Technology to take the job. McGhee then will be assigned another post.

Arthur Sylvester, 53, chief Washington correspondent of The Newark News, will become Assistant Secretary of Defense for Public Affairs in the Kennedy Administration, the Herald Tribune News Service reported.

Whither K. and K.

Concerted P
As Basic Ne

Last of Three Articles

By Chalmers M. Roberts
Staff Reporter

The basic fault in all the many versions of disarmament proposals put forth in the Eisenhower years was that the Nation lacked a concerted arms policy.

This is a criticism often heard among advisers to John F. Kennedy. Their contention is that massive retaliation long ago was out of date as a policy, that nothing has been developed to replace it and there-

KENNEDY—*From Page A1*

Courage and Integrity Pledged By Kennedy as His Watchwords

set before his shipmates on the Flagship "Arabella" 331 years ago as they too faced the task of building a Government on a new and perlious frontier.

"We must always consider," he said, 'that we shall always be as a city upon a hill—the eyes of all people are upon us'."

Earlier Mr. Kennedy had announced his choice for chairman of the heavily criticized Federal Communications Commission. This was Newton N. Minow, 34, Chicago law partner of Adlai E. Stevenson, the 1952-1956 Democratic Presidential candidate named recently by Kennedy as United Nations Ambassador.

Before the address to the Legislature, President-elect Kennedy spent a busy day in conferences with his advisers and at a meeting of Harvard University's Board of Overseers of which he is a member.

He won prolonged applause at the historic State House on Beacon Hill with his address. He was introduced by Republican Gov. John Volpe. Mr. Kennedy declared:

"We are committing ourselves to tasks of statecraft no less awesome than that of governing the Massachusetts Bay Colony, beset as it then was by terror without and disorder within."

Yet, while working from the past, Mr. Kennedy said that as Pericles told the Athenians, "We do not imitate—but are a model to others."

He told the legislators that history will judge his generation of Americans by the answers to these four questions:

"First, were we truly men of courage—with the courage to stand up to one's enemies—and the courage to stand up, when necessary, to one's associates—the courage to resist public pressure as well as private greed?

"Secondly, were we truly men of judgment—with perceptive judgment of the future as well as the past—of our own mistakes as well as the mistakes of others — with enough wisdom to know what we did not know, and enough candor to admit it?

"Third, were we truly men of integrity—men who never ran out on either the principles in which we believe or the people who believed in us—men who neither financial gain nor political ambition could ever divert from the fulfillment of our sacred trust?

"Finally, were we truly men of dedication—with an honor mortgaged to no single individual or group, and compromised by no private obligation or aim, but devoted solely to serving the public, God and the national interest?"

As the President-elect and two other members of the Overseers tried to walk from the Harvard Yard to a luncheon two blocks away, following the Board meeting, students became so demonstrative that the Secret Service brought cars and insisted that the President-elect ride instead of walk.

The President-elect spent a couple of hours in the afternoon at the home of Prof. Arthur M. Schlesinger Jr., where he received visitors. One was Prof. Stanley Surrey of the Harvard Law School, who delivered a task force report on taxation.

President Julius Stratton of the Massachusetts Institute of Technology called to discuss M.I.T.'s centennial celebration and scientific matters.

Dean McGeorge Bundy of Harvard College, who is to be Assistant to the President for National Security Affairs, also called on the President-elect. Bundy arrived at the Schlesinger home by bicycle.

Earlier, Mr. Kennedy conferred with Prof. Walt W. Rostow of M.I.T.

The President-elect released a task force report to him on the international exchange of persons. It recommended strong presidential leadership in behalf of cultural exchanges.

The report prepared by a group under the chairmanship of Prof. James C. Davis, of the University of Michigan, said "a unified and purposeful of

lected in exchanges with the less developed countries. The report said priority should be given to the selection of persons needed for the development of local institutions in those countries.

University's Board of Overseers of which he is a member.

He won prolonged applause at the historic State House on Beacon Hill with his address. He was introduced by Republi-

as well as the past—of our own mistakes as well as the mistakes of others — with enough wisdom to know what we did not know, and enough candor to admit it?

"Third, were we truly men of integrity—men who never ran out on either the principles in which we believe or the people who believed in us—men who neither financial gain nor political ambition could ever divert from the fulfillment of our sacred trust?

"Finally, were we truly men of dedication—with an honor mortgaged to no single individual or group, and compromised by no private obligation or aim, but devoted solely to serving the public, God and the national interest?"

As the President-elect and two other members of the Overseers tried to walk from the Harvard Yard to a luncheon two blocks away, following the Board meeting, students became so demonstrative that the Secret Service brought cars and insisted that the President-elect ride instead of walk.

The President-elect spent a couple of hours in the afternoon at the home of Prof. Arthur M. Schlesinger Jr., where he received visitors. One was Prof. Stanley Surrey of the Harvard Law School, who delivered a task force report on taxation.

President Julius Stratton of the Massachusetts Institute of Technology called to discuss M.I.T.'s centennial celebration and scientific matters.

Dean McGeorge Bundy of Harvard College, who is to be Assistant to the President for National Security Affairs, also called on the President-elect. Bundy arrived at the Schlesinger home by bicycle.

Earlier, Mr. Kennedy con-
ferred with Prof. Walt W. Rostow of M.I.T.

The President-elect released a task force report to him on the international exchange of persons. It recommended strong presidential leadership in behalf of cultural exchanges.

The report prepared by a group under the chairmanship of Prof. James C. Davis, of the University of Michigan, said "a unified and purposeful effort in educational, cultural, technical, scientific and informational cooperations programs" is essential to the Nation's fight for peace.

"We recommend increasing our exchange programs with the Communist bloc European countries as quickly as satisfactory arrangements can be made," the study said.

At the same time it said cultural relations with Western Europe must not be neg-

full Smathers

United States Senate

SPECIAL COMMITTEE ON AGING
PURSUANT TO S. RES. 33, 87TH CONGRESS)

July 26, 1961

Letter to the Editor

Dear Sir:

What with the fires raging in Berlin and Cuba, I regret I have to ask that time and space be given to answering another of Drew Pearson's columns, which again is full of false innuendo and inaccuracies.

It's redundant to say Pearson's column is a rehash of many of his past columns attacking me and that it is motivated solely by his personal animosity toward me which started when, despite his column and active intervention, I defeated Claude Pepper for the Senate in 1950.

Any discerning reader of Mr. Pearson will have observed over the years that he consistently attacks Southern Democrats, conservative Republicans, and those who are not ultra-liberals.

I don't vote as he would like for me to vote. I do not "leak" stories to him. I refuse to do his bidding or praise him; consequently he blisters me regularly.

His latest is a rehash of the column of two weeks ago, except that in this last one he charges that because I was the sponsor of the Transportation Act of 1958, which incidentally was passed by the Senate unanimously and the House of Representatives by an overwhelming vote - somehow the whole Act was designed to help the Seaboard Airline Railroad.

The Transportation Act of 1958 provided for loans to be made to railroads in the event of an emergency need (and only with the approval of the Interstate Commerce Commission.) Pearson's suggestion that this was somehow related to the Seaboard Airline Railroad is preposterous.

It is common knowledge that the entire transportation industry -

railroads, trucks, and airlines - are all in desperate financial straits. The railroads are in the worst financial shape of any of the modes of transportation, but the ones in the greatest difficulty are not the Southern or Western roads, but the Eastern roads, which are dependent on commuter and passenger traffic. The Seaboard Railroad has never applied for a loan under this bill. Pearson's conclusion that somehow benefit resulted to the Seaboard is obviously erroneous, as he could have easily ascertained from a review of the loan applications.

Pearson cites fees received by the law firm of Smathers, Thompson and Dyer as proof of his absurd conclusions. Had Pearson made any effort to check the facts, as I have just done, they would reveal that these fees were paid to the law firm for legal representation in negligence claims in courts of law arising from personal injury or death.

Obviously this is a legitimate function of a law firm and has no relation whatsoever to the Federal government or its agencies.

Now, with respect to the claim that Pan American Airways would benefit by requiring foreign air lines entering the United States to charge the same rates which our American owned airlines operating overseas are required to charge - he is correct. For that matter American airlines operating overseas - TWA, Delta, Braniff, National, et al., would benefit similarly. All these airlines have their rates regulated by our Civil Aeronautics Board and in accordance with International Air Transport Association recommendations.

When Latin American lines which are not members of the International Air Transport Association and most all of which are nationalized and government subsidized, are granted access to the large and profitable markets of the United States but can charge half fares because they pay their flight and ground maintenance personnel, pilots, engineers, stewardesses, etc., half what we pay ours, then obviously, United States lines suffer. Either we require these foreign lines to live up to agreed rates and schedules or our privately owned American airlines go broke. This means unemployment at home and loss of prestige overseas. The alternative is to have the taxpayers of America subsidize our overseas airlines heavily. This we want to avoid.

Once again, if Mr. Pearson were interested in presenting the picture in its entirety, he would cite these facts and let his readers judge whether my action in attempting to protect American owned businesses against ruinous competition from foreign lines is sinister or evil as he attempts to imply.

Mr. Pearson claims to have no malice toward me. He refutes this claim by the frequency of his attacks and the unfair and unwarranted suggestions of his column and by his refusal to present the whole picture or to check all of the facts and let his readers draw their own conclusions.

Once again I say Mr. Pearson knows I have not practiced law a single day since my election in 1947. He knows that the law office handles no cases having to do with Federal regulatory agencies that control any form of transportation. Yet he continues to repeat these false accusations-by-implication.

I feel certain that discerning readers by this time are sufficiently aware of Mr. Pearson's animosity toward me and the reasons therefor.

I trust they understand my determination not to become subservient to him or his column.

I was not elected to write columns in answer to Mr. Pearson's column. My time and efforts will be better spent in attending to those things more important to the state of Florida and to this nation. Therefore I intend to have no further comment to make with respect to any future columns written by this individual on this subject.

Sincerely yours,

GEORGE A. SMATHERS, USS

GAS:ef

The Miami Herald

JOHN S. KNIGHT, *Editor and Publisher* JAMES L. KNIGHT, *General Manager*

LEE HILLS, *Executive Editor* JOHN D. PENNEKAMP, *Associate Editor* ARTHUR J. GUCKER, *Business Manager* GEORGE BEEBE, *Managing Editor* DON SHOEMAKER, *Editor, Editorial Page*

Published Daily at 200 S. Miami Avenue, Miami 30, Florida

Voice Of The People

Pearson Wrong Again--Smathers

Editor The Herald: I regret that Drew Pearson has again made it necessary for me to call upon you for space to refute misinformation in his column which appeared July 17. Actually it is a rewrite of the same batch of innuendo and half-truths that he has written previously. Mr. Pearson began this vendetta against me during the campaign of 1950 in which I defeated his friend Claude Pepper for the Senate against and in spite of all Pearson's efforts to the contrary. Since that time he has continued periodically to use his column to attempt to discredit me.

In the column of July 17 Pearson suggests that the railroads and airlines directly benefited from my efforts to remove the 10 per cent transportation tax on passengers. The fact is, passengers pay the tax to bus companies, airlines and railroads, who do not keep it, but turn it over to the federal treasury. Removal of the tax would therefore primarily benefit the traveling public.

Mr. Pearson demonstrates his complete lack of accuracy when he states that Pan American Airways "would benefit from the tax cut." Pan American operates only to points outside the United portation tax on passengers who travel overseas.

Mr. Pearson also infers that I did something devious and wrong when I succeeded a couple of years ago in getting the tax on transportation of freight removed. However, it was not the airlines, railroads or truckers who had been paying the 3 per cent tax on freight shipments. It was the shippers who paid the tax, and they passed it on to their customers in the form of higher prices. Therefore the removal of this tax had for its sole purpose the relief of the taxpaying public.

In his July 17 column Mr. Pearson again makes reference to a law office with which my father and I have had an association for over 20 years. I myself have not engaged in the practice of law since I came to the Congress in 1947, and the firm has scrupulously avoided accepting any legal work involving contracts with the federal government or matters coming before federal agencies regulating the transportation industry.

GEORGE A. SMATHERS
United States Senator

CABLE "INTADVINC"

Advertising | *Public Relations*

INTER-AMERICAN ADVERTISING, INC.

604 AINSLEY BUILDING · MIAMI 32, FLORIDA · FRANKLIN 3-7328

Miami, Florida
July 24, 1961

Mr. Drew Pearson
1313 29th N. W.
Georgetown
Washington, D. C.

Dear Mr. Pearson:

Perhaps by now you are already aware of the enclosed letter from Senator George A. Smathers to the Miami Herald.

You might be interested to know that last night (Sunday) at 7 p.m. on Miami Channel 10 Smathers was interview by John McDermott of Miami Herald and Jack Kassewitz of the Miami News.

He was introduced by Bill Bayer, news editor of Channel 10 and moderator of the "Important" program on which Smathers was the guest. His introduction as "top U. S. expert on Latin America" by Bayer was rather amusing to any one who is familiar with the fact that Smathers' principal friends in Latin America have been Trujillo, Batista and Somoza of Nicaragua, whose airline (Lanica) is represented by Smathers' law firm. Incidentally Pan American World Airways owns 14 per cent of the stock in Lanica.

During the course of the program he was asked about your references to the fact that his law firm represents Pan American. His reply was almost the same as included in his letter to the Herald although not as detailed.

He was questioned about the new policy on international aviation which he is trying to get the President to adopt, and which would provide that all Latin airlines with routes to the United States would have to adopt IATA fares (which are now up to 40% higher than those charged by the independent non-subsidized airlines of Latin America), his reply was that the Latin American airlines are all subsidized by their governments and said of the U. S. airlines (Pan American) "we can't compete when their (Latin airlines) governments subsidize them and then those governments, like Ecuador" ask us for loans which, according to Smathers are then used to help subsidize the Latin airlines in competition with U. S. carriers.

He also said that the Latin airlines pay their pilots, co-pilots and other employees much less than U. S. airlines pay.

In addition he said that we have to be concerned about the outflow of gold from the United States to Latin America.

This alleged "expert" on Latin America, who is Chairman of a Senate subcommittee dealing with aviation was not even aware of the fact that none of the privately owned airlines of Ecuador, Peru, Honduras, Panama and several other countries received any subsidy from their respective governments. It is these privately owned, non-subsidized flag carriers which have been giving Pan America and Panagra real competition by charging fares which are up to 40 per cent below the IATA fares. He apparently does not know that the Latin members of IATA are, almost without exception either government owned or subsidized.

Smathers was apparently unaware of the fact that these independent Latin airlines all use American pilots who have an average of about 20 years in aviation. Most of them live in Miami and are paid wages comparable to those paid to other non-jet pilots in this area. In addition the major accounting, maintenance and catering facilities as well as traffic and operations for these airlines are located in Miami.

U. S. government statistics, with which Smathers is also unaware show that while U. S. airlines carrying more than half of all the traffic between the United States and the 21 Latin American republics more than half of the passengers flying between the United States and Latin America are Latins. Therefore, it is hardly likely that there is much outflow of gold to Latin America insofar as air passenger traffic is concerned.

During the program Smathers was asked by McDermott: "Do you get any returns from the law firm in Miami of which you are a member". Smathers total reply to this question was "No".

Tomorrow I will obtain a transcript of this program dealing with the references to you and the Latin airlines situation and I will forward a copy to you immediately.

I would suggest that it might be good to ask Senator Smathers if he would be willing to show his income tax returns in order to prove that he does not receive income from the law firm of Smathers Thompson and Dyer. But it might be that he has set up a trust fund in which his share of the firm is placed in trust and will be collected by him when he is no longer holding public office. If this is true I hope he can collect his money in the near future.

If you will note in his reply to your column he picked out two minor technical errors and ignored the basic question which you posed, which was whether or not there is a conflict of interest involved in his dealings with Pan American.

Mr. Drew Pearson July 24, 1961

Hoping this information is of some use to you and with best personal regards, I am,

Cordially,

INTER-AMERICAN ADVERTISING, INC.

Morty Freedman

Morty Freedman
President

MF/avc
Encl. 1

John J. O'Hare
tax bill for Smathers

Smathers

MEMORANDUM

FROM : Senator George A. Smathers, Chairman

TO : Senator Vance Hartke, Vice-Chairman
Senator Robert C. Byrd
Senator Frank Church
Senator Thomas J. Dodd
Senator Clair Engle
Senator Russell B. Long
Senator Warren G. Magnuson
Senator Harrison A. Williams, Jr.

SUBJECT: Campaign Disbursements

Attached is a breakdown of the Democratic Senatorial Campaign Committee's outlay to candidates during the current year up until September 1.

You will recall that the Committee received $195,000.00 as its share of the net proceeds from the joint dinner held in conjunction with the Congressional Campaign Committee last spring.

The Committee had $1,761.87 on hand at the beginning of the year and received $67,096.96 in additional contributions. About $50,000.00 of this amount was earmarked by contributors for individual candidates.

You will note that Senators Bartlett, Frear, Humphrey, Anderson, Neuberger and Randolph, Senator-elect Fell and Raymond Whitaker each received a total of $10,000.00 or more in contributions.

None of these candidates received more than $3,000.00 from the unallocated funds of this Committee with the exception of Senator Frear who received $5,000.00. He paid $4,000.00 in tickets to our dinner and the balance of his total came from individuals who specified that the contributions go to him.

As Chairman I was successful in obtaining additional contributions to individual candidates through Matt McCloskey, Treasurer of the Democratic National Committee. These are not shown in the candidates' total here since they did not come through our Committee.

Without your help, especially in the dinner which raised the vast majority of the funds, we would not have been successful in our attempt to help the candidates finance their campaigns. I am deeply grateful for your assistance and I am sure our senatorial candidates are also most appreciative.

DEMOCRATIC SENATORIAL CAMPAIGN COMMITTEE
ALLOCATIONS - 1960

ALABAMA
John Sparkman
$1,050.00

ALASKA
Bob Bartlett
$14,400.00

ARIZONA
John McClellan
-0-

COLORADO
Bob Rose
$6,500.00

DELAWARE
Allen Frear
$27,300.00

GEORGIA
Richard Russell
-0-

ILLINOIS
Paul Douglas
$5,000.00

IOWA
Bourke B. Lawless
$5,000.00

IDAHO
Bob McLaughlin
$6,250.00

KANSAS
Frank Theis
$3,000.00

KENTUCKY
Earle Johnson
$4,500.00

LOUISIANA
Allen Ellender
-0-

MAINE
Lucia Cormier
$2,750.00

MASSACHUSETTS
Tom O'Connor
$2,750.00

MICHIGAN
Pat McNamara
$7,500.00 **

MINNESOTA
Hubert Humphrey
$13,500.00

MISSISSIPPI
James O. Eastland
-0-

MISSOURI
Edward V. Long
$5,500.00

MONTANA
Lee Metcalf
$9,400.00

NEBRASKA
Bob Conrad
$3,000.00

NEW HAMPSHIRE
Robert Bell
$1,300.00

NEW JERSEY
Thomas Lord
$1,750.00

NEW MEXICO
Clinton Anderson
$16,400.00

NORTH CAROLINA
B. Everett Jordan
-0-

NORTH DAKOTA
Q. Burdick
$7,500.00

OKLAHOMA
Bob Kerr
$6,500.00

OREGON
M. Engberger
$10,050.00

RHODE ISLAND
Claiborne Pell
$10,000.00

SOUTH CAROLINA
Strom Thurmond
-0-

SOUTH DAKOTA
George McGovern
$6,000.00

TENNESSEE
Estes Kefauver
$1,300.00

TEXAS
L. B. Johnson
$4,500.00

VIRGINIA
A. Willis Robertson
-0- ****

WEST VIRGINIA
Jennings Randolph
$27,550.00

WYOMING
Ray Whitaker
$12,100.00

* $1,000 earmarked for Sen. Ellender sent to Gov. Ralph Rivers of Alaska at Sen. Ellender's request.
** $500 included in Sen. McNamara's total was sent to him and returned.
*** $1,300 included in Thomas Lord's total was sent to him and returned.
**** $1,500 earmarked for Gov. Robertson sent to Warsaw Cy. Va. Dem. Committee at Gov. Robertson's request.

DEMOCRATIC NATIONAL CAMPAIGN COMMITTEE

Finances as of December 1, 1960

TOTAL CONTRIBUTIONS	$266,477.08
Disbursed to candidates	$215,158.00
(Some $2,000 returned)	$213,158.00
Operating expenses	46,322.94
TOTAL EXPENDITURES	$259,480.94

2005 North 60th Avenue
Pensacola, Florida
December 12, 1960

Honorable Drew Pearson
Washington Merry-Go-Round
1313 - 29th Street, N. W.
Washington 7, D. C.

Dear Mr. Pearson:

I felt that you would surely be interested in the note attached to your column in tonight's edition of The Pensacola News. It appears to me that Senator Smathers is again straddling the fence in an effort to placate the feelings of the moderates and segregationists. You will probably want to rebut his note.

You will possibly be interested in the letter, copy of which I am enclosing, that appeared in the Sunday, December 4th edition of The Pensacola News-Journal, concerning our mutual friend, former United States Senator Claude Pepper.

With warmest personal regards to you and very best wishes to you at this Christmas season and always, I am

Sincerely yours,

Paul

Paul E. Garrison

PENSACOLA NEWS
12/12/60

Drew Pearson

Treasury Secretary Ribbed by Son

WASHINGTON — Secretary of the Treasury Anderson, chief architect of the send-dependents-home order, ran into a argument from one disgrunted GI in Europe recently—his son.

During his mission to West Germany, Secretary and Mrs. Anderson took time out to spend Thanksgiving with their GI son. Twenty-year-old Dick, who has no dependents, chided his dad for breaking up the families of his friends in order to save overseas dollars. He kept needling his father even during the Thanksgiving dinner.

PEARSON

"Do you think it will hurt our balance of payments if I have a little wine?" he asked.

Turning serious, the secretary of the Treasury explained that tourist travel and industrial expenditures overseas could not be restricted without an act of Congress. The government had to take what steps were open to curb the outflow of dollars.

After a long, patient explanation, Anderson asked his son: "What would you do?"

"Just let us gripe about it," retorted Dick with a twinkle.

* * *

THE SECRETARY'S lecture made such an impression on Mrs. Anderson that she was almost afraid to spend any dollars overseas. She went shopping one afternoon in Bonn with Mrs. Douglas Dillon, wife of the under secretary of State.

They spied some lovely plates—price: $90 each. They wanted to buy but didn't. Their husbands, they remembered, had come to Germany to reduce dollar expenditures.

Mrs. Anderson ended up buying a few bottles of perfume, costing $73, and Mrs. Dillon spent a few dollars for two small oil paintings.

The ladies were miffed over press reports that they wore fancy fur coats to Europe. Actually Mrs. Dillon brought along a fur-trimmed raincoat, and Mrs. Anderson wore a cloth coat with a sealskin trim. They remarked that Mrs. Lyndon Johnson, wife of the Vice President-elect, came to Europe in furs and did not get castigated in the press. Apparently Democrats are now getting the press immunity formerly reserved for Republicans.

* * *

EX-PRESIDENT Herbert Hoover told this story to Cardinal Spellman and others at the football old-timers dinner in New York recently:

Southern Methodist was playing Notre Dame. Crowds for both teams were going wild, and among them two nuns got up and cheered franticaly for S.M.U.

"Sisters," reproved a priest, "Don't you know that Notre Dame is of our faith?"

"Yes, Father," replied the nuns, "but we're from Texas."

* * *

JACK KENNEDY, the boy from Back Bay Boston, now finds himself right in the middle of a battle involving the rivers and wide open spaces of the Far West.

Specifically he is in the middle of a tug-of-war over the harnessing of water in California and Arizona and the question of whether farmers who get the advantage of federal irrigation shall be permitted to hold more than 160 acres.

There have been times when western ranchers waged gun battles over water, and some of Kennedy's close friends are waging the same kind of battles, verbally, today. The problem seems far removed from the placid Charles River on which Kennedy used to row when a student at Harvard.

The current battle is over who shall be appointed under secretary of the Interior. A delegation of Kennedy's strong supporters called on him last week to urge Clyde Ellis as under secretary. This delegation included Alex Radin of the Public Power Association, Jim Patton, head of the Farmers Union, Pat Greathouse of the CIO, Ken Hollum, former senatorial candidate from South Dokato, and Clyde Ellis himself.

Next day two other close friends of Kennedy's called—Gov. Pat Brown and Sen. Clair Engle of California. They urged the appointment of Jim Carr of Sacramento as under secretary of the Interior.

FLORIDA SEN. George Smathers issued the following statement to the Pensacola News:

"I would greatly appreciate your publishing this correction of statements in Drew Pearson's column which appeared in your paper on Monday, Dec. 5.

"In that column Mr. Pearson stated: 'Another wheel within wheels has been Florida's Sen. George Smathers' deft promotion of Sen. Bill Fulbright of Arkansas for secretary of state. It was Smathers who persuaded Gov. Orval Faubus to withdraw as third-party candidate for president in Florida last summer. If Fulbright now retires from the Senate, the way will be open for Smathers' friend, Faubus, to come to the Senate from Arkansas.'

"I have never in my life had a conversation with Gov. Orval Faubus. I have never met him, and I wouldn't know him if I bumped into him on the street. I have never persuaded him to do anything or not to do anything. Consequently Mr. Pearson's allegations are completely without foundation or fact."

Thinks Claude Pepper Holds Top Place With Kennedy

The recent item by your Tallahassee political correspondent, Don Meilklejohn, labeled "Scars of Pepper-Smathers Get Irritated Once More" has been read with a great deal of interest. Mr. Meiklejohn was somewhat caustic in his remarks concerning the role of leadership played by Senator Pepper at the Democratic convention in Los Angeles.

Contrary to what Mr. Meiklejohn says about Senator Pepper, I have just come upon an editorial which appeared in the Lakeland Ledger of Nov. 13 in which Mr. Harris Sims, the editor, takes altogether another viewpoint from the one expressed by your correspondent. Mr. Sims, in part, says: "Is Pepper about to shine again in Washington? He and President-elect Kennedy are good friends. They conferred often during the Democratic convention in Los Angeles last summer. From the start of the convention, Pepper was predicting Kennedy would get the nomination. Stung by loss of his Senate seat to George Smathers, as any incumbent would be, Pepper unquestionably has a chance to rise and shine again. Florida's senior Senator Holland made it very clear from the start that he had not enthusiasm for the Kennedy-Johnson ticket and the liberal Democratic platform. He gave ticket and platform only token support. Florida's Senator Smathers announced that he favored Lyndon Johnson over Kennedy for the presidential nomination. Several of the House members of Florida's congressional delegation made no effort to conceal their disappointment over ticket and platform. So as the President-elect now relaxes at Palm Beach and looks out over the state, Pepper is one of the Floridians uppermost in his mind as a friend."

Undoubtedly the junior Florida senator would like to throw a wet blanket around his old benefactor, Clapde Pepper. I vividly recall that Senator Smathers never participated in the Stevenson campaign of 1952, however, Claude Pepper has always been a consistent and loyal supporter of the Democratic Party, its nominees and its principles.

Did Senator Smathers come to Pensacola and speak boldly for Senator Kennedy? No, all he did was to campaign for the combination, Kennedy-Johnson, obviously for his own benefit as a result of the tongue lashing Senator Johnson gave the Florida delegation upon his arrival in Miami. You will recall that Senator Johnson, upon his arrival in Miami for his whistle-stop tour of Florida, called the Florida delegation together and gave them a tongue-lashing not soon to be forgotten. He warned them at the time that Kennedy was going win and if he did, they would be left out in the cold if they didn't get up off their hands and go to work.

I cannot help but believe, as does Mr. Sims in his fine editorial "as the President-elect now relaxes at Palm Beach and looks out over the State, Pepper is one of the Floridians most uppermost in his mind as a friend."

PAUL E. GARRISON
2005 N. 60th Ave.

Sunday, December 4, 1960 The Pensacola News-Journal

Jack never seen Rusk with naked eye

Dale never seen this guy

"

Jack got his father in to persuade Bobby to become A.G. 3 line conference call Sunday

"

Thurmond has got Fortas out of 3rd party race.
.. says he talks to an unnamed guy about it but didn't talk to Fortas

"

been enough publicity - Gazette about NAACP & Zionist opposition to Fulbright re-elect him despite Fortas.

Seyborn Lyndon

TI distant.

nearly 6-5 mo

June 3, '46

Goldfarb ~~[illegible]~~ did not consider a jail sentence

ME | MO
MI | MY
MJ-MZ

16

Return TO

NAT RATNER REAL ESTATE INVESTMENTS
MIAMI BEACH FEDERAL BUILDING
MIAMI BEACH, FLORIDA PHONE JE 8-5664

1934
Our 25th Year
OF SERVICE TO SOUTH FLORIDA
NAT RATNER
REALTOR
1960

Fisher Isle Owners Disclosed

Influential Names Are on the List

By JUANITA GREENE
Herald Staff Writer

A group of influential citizens was reported Tuesday to be the latest owners of Fisher Island — one of Dade County's most valuable pieces of undeveloped real estate.

The names were disclosed by Nat Ratner, a Miami Beach realty broker who is suing for a commission in connection with the sale of the island.

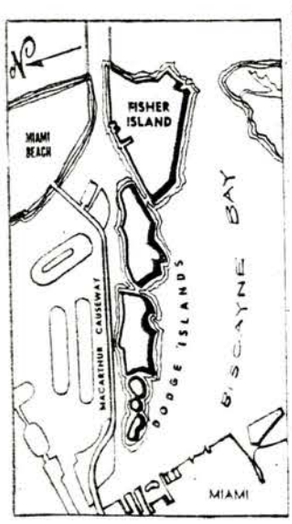
Among those listed by Ratner as owners were former State Sen. R. B. Gautier and finance company owner C. G. Rebozo, one of Vice President Richard Nixon's close friends.

Gautier readily conceded he was one of the owners. Rebozo couldn't be reached.

Fisher Island lies just south of Miami Beach and sooner or later will be connected to it by a causeway. It also lies just east of Miami's proposed new Dodge Island port, which some day may have to be expanded.

Some of purchasers of Fisher Island were active in organizations that supported the Dodge Island location for the port.

All but a small part of Fisher Island now belongs to a corporation headed by Rebozo. He had steadfastly refused to identify members of the corporation.



The names were disclosed Tuesday by Ratner who said they are contained in a deposition taken from Rebozo. It will be made public today at a court hearing on a suit by Ratner to collect a commission on the sale from the Keyes Co., for which Ratner formerly worked.

President of the Keyes Co., which handled the $2 million sale last year, is Allen Morris.

He also headed a special section of the Dade County Development Committee that worked vigorously for the Dodge Island port site.

Listed as vice president of the purchasing corporation, Mutual Finance Service of Hialeah, was John A. Madigan Jr. of Tallahassee, son-in-law of State Comptroller Ray Green. It is the comptroller's office that issues finance company and bank charters.

Several of the Rebozo group are bankers.

Here are the other members identified by Ratner and confirmed by Gautier:

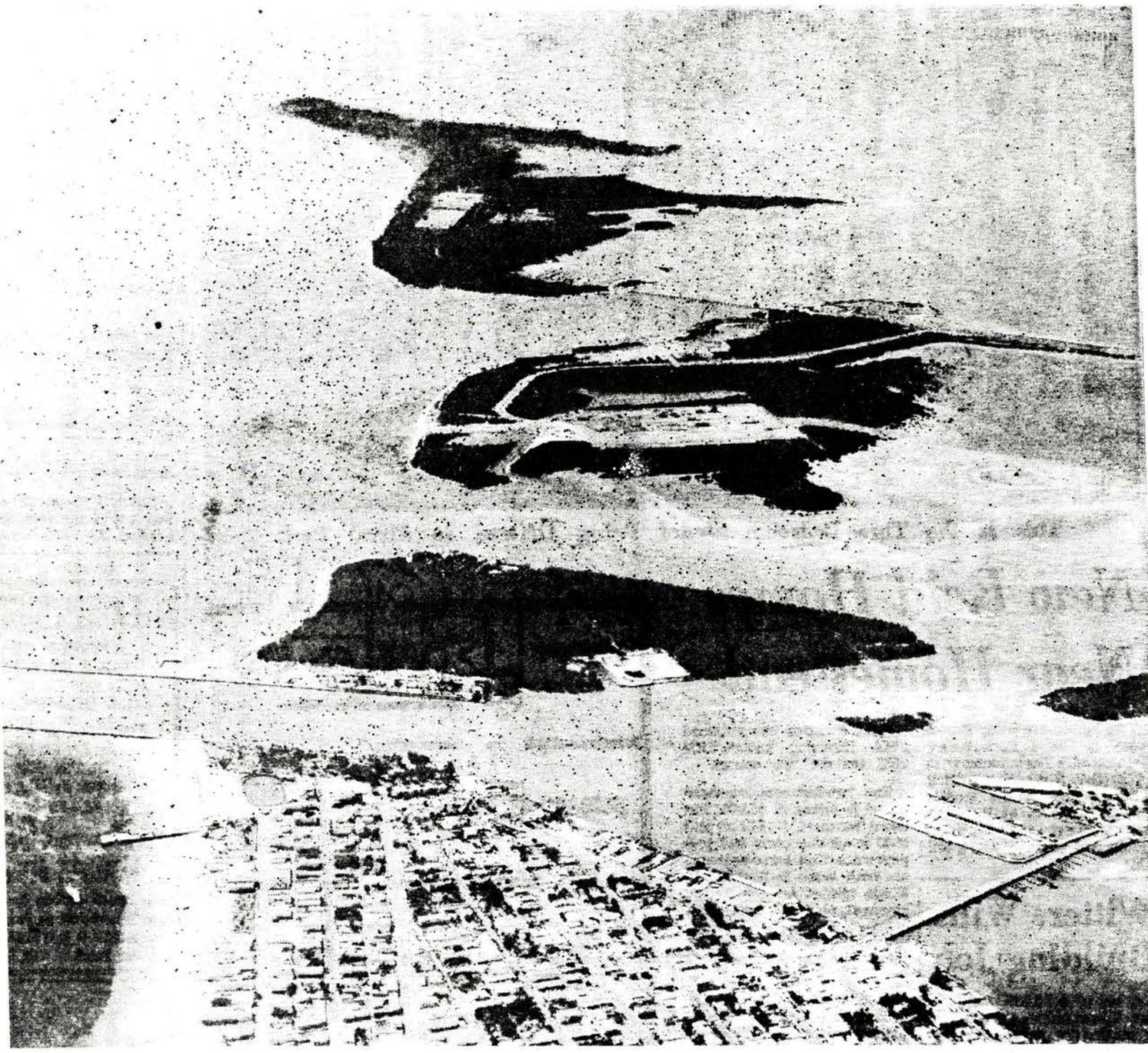
Hoke T. Maroon, who in recent years has succeeded in obtaining two state and one federal bank charter.

William Gaither, local attorney and member of the State Board of Control.

Sloan McCrea, director of the Greater Miami Federal Savings and Loan Assn.

Walter Frederick, who owns a local supermarket.

Dr. Robert Kiser, president elect of the Dade County Medical Assn.



—Photo by Dillon Aerial Photography of Fort Lauderdale

OU'RE OVER LINCOLN ROAD nd looking south from Miami each. Across Government Cut is isher Island, then Virginia Key and en Key Biscayne . . . with a few epping stones to Key Largo. Last week's deal for the south end of Key Biscayne is going to pump new life into the possibility of building a causeway south from Miami Beach. A few months ago, a syndicate represented by C. G. Bebe Rebozo bought Fisher Island from Gar Wood. And the announcement of the sale made a point of all the oceanfront hotel sites that were available. In the lower right hand corner is MacArthur Causeway.

Keyes Officer Bares Interest In Fisher Isle

By JUANITA GREENE
Herald Staff Writer

Allen Morris, president of the Keyes Co., emerged Thursday as another figure in the glittering lineup of local leaders who have an interest in Fisher Island.

He said on a Circuit Court witness stand that he had accepted an offer of one-tenth interest in the corporation that bought most of the Island for $1,950,000. For that one tenth interest he was asked to pay only $1,000.

The offer was made and accepted after Morris had arranged the sale of a large part of adjacent Lummus Island to Arthur Vining Davis. Lummus Island was owned by the same group which now owns most of Fisher Island.

They sold 60 per cent of Lummus Island to Davis after the city of Miami designated nearby Dodge Island as the site for a new port. Morris, in his role as local civic leader, had worked vigorously to get the Dodge Island site approved.

He was a chairman of a subcommittee of the Dade County Development Committee, which favored the site.

Morris said on the stand Thursday that the one tenth interest did not represent real estate commission. He said he was not surprised at the offer because he knew he could be of service to the corporation in the future development of the island.

"The deal hasn't been consummated yet," he added, "because I haven't put up the money."

But he said he had written a letter accepting the offer. It was made to him by Thomas Wakefield, attorney for C. G. (Bebe) Rebozo's Mutual Finance Service of Hialeah, the purchasing corporation.

Morris was chief witness at a jury trial on a suit brought by Miami Beach real estate man Nat Ratner to collect the commission on the Fisher Island sale. Ratner formerly worked for the Keyes Co.

Many other influential persons were revealed earlier in the week as part owners of the strategically located but still undeveloped island.

They included former State Sen. R. B. Gautier; Hoke T. Maroon, banker; Sloan McCrea, head of a local produce company and director of a savings and loan association; Walter Frederich, former groceryman; Dr. Robert Keiser, president elect of the Dade County Medical Association; Dr. Kenneth Whitmer, prominent physician; Wakefield; William C. Gaither, attorney and member of the State Board of Control; James McCrea, Margaret Parker and H. L. Anderson.

Extortion Charged to Law Clerk

A clerk for a prominent Miami attorney was arrested by the state attorney's investigators Thursday night on charges of grand larceny and trying to extort $15,000 from a naturopath.

George P. Chamlee, 46, of 135 SW 14th Ave., was nabbed in a trap set up by investigators at a SW Eighth Street bar where they said he had arranged to collect the extortion money from Dr. Efrain T. Suarez.

Chamlee has been employed as a clerk for about seven years by Attorney Henry Carr.

Suarez, who is under investigation for allegedly performing an illegal operation, told investigators that Chamlee told him that for $15,000 he could "get the charges dropped."

Chamlee contended he had "contacts on the inside," Suarez said.

The naturopath said Chamlee first telephoned him at his home at 2710 Natoma Ave., and that the two met shortly afterwards and discussed Chamlee's proposal.

In the meantime, Suarez reported the alleged deal to the state attorney's office.

After having had Chamlee under surveillance since last Monday, they told Suarez to meet Chamlee at the SW Eighth Street bar as the clerk had suggested.

"This is all news to me," Carr said of the case. He said Chamlee was a "good worker" and that he had never been in trouble before as far as he knew.

Chamlee was put in county jail pending setting of bond.

$15,000 Fee Goes To Broker

By C. G. BERNING
Herald Staff Writer

The Keyes Co. will have to pay real estate broker Nat Ratner a $15,000 share of commission fees for the sale of Fisher Island, a circuit court jury decided Friday.

Ratner had obtained the original listing on the Island while working for Keyes.

He later left the company after what he described as a dispute with Keyes company officials over his opposition to the Dodge Island port site.

The port site had been pushed by Keyes Company president Allen Morris in his capacity as chairman of a subcommittee of the Dade County Development Committee.

Later the Keyes Company arranged the sale of large tracts on two adjoining islands.

And testimony at the trial revealed that besides the commission, Morris and his associates obtained a one-tenth interest for $1,000 in the corporation that bought most of Fisher Island for $1,950,000.

The Miami Herald

Thursday, December 20, 1956 — Most Complete Local News Report — Section B

In This Section

Fisher Island Sold; Buyers Kept Secret

Land Close To Dodge Port Site

Industry, Docks Hinted as Plan

By DENNE PETITCLERC
Herald Staff Writer

Undeveloped Fisher Island off the tip of Miami Beach in Biscayne Bay, has been sold for a reported $3,000,000, The Herald learned Wednesday.

The 165-acre island is closely linked with both proposed sites for Miami's future port development.

As the third in the chain of Dodge, Lummus and Fisher islands, it lies east of the controversial site on Dodge Island.

It has also been mentioned as a possible site with Virginia Key for the relocated

iami Herald
Most Complete Local News Report
Section B

In This Section

sher Island Sold; uyers Kept Secret

Land Close To Dodge Port Site

Industry, Docks Hinted as Plan

By DENNE PETITCLERC
Herald Staff Writer

Undeveloped Fisher Island off the tip of Miami Beach in Biscayne Bay, has been sold for a reported $3,000,000, The Herald learned Wednesday.

The 165-acre island is closely linked with both proposed sites for Miami's future port development.

As the third in the chain of Dodge, Lummus and Fisher islands, it lies east of the controversial site on Dodge Island.

It has also been mentioned as a possible site with Virginia Key for the relocated port.

The seller was Garfield A. (Gar) Wood, 74-year-old inventor and speed boat king, who owns 97 per cent of the island. He reportedly will retain his 12-acre estate on the island.

A Florida corporation, four men who have taken great pains to keep their identity secret, is the buyer.

Rumors persisted for several weeks that multi-millionaire Arthur Vining Davis was interested in the island. One source said Wednesday that Davis was not involved in the current sale, which was negotiated last September.

Allen Morris, president of the Keyes Co., real estate broker, refused to identify the buyers late Wednesday, "at my clients' request."

Morris said the sales contract between Wood and the unnamed corporation has been signed, but that the transaction has not been completed.

He said the corporation expects to make some kind of an announcement soon about the island's development. It was reported that it will consist of dockage and some industrial development.

Morris said he had personally handled the transaction.

It was the second Keyes Co. real estate transaction in the string of bay islands in

men who have taken great pains to keep their identity secret, is the buyer.

Rumors persisted for several weeks that multi-millionaire Arthur Vining Davis was interested in the island. One source said Wednesday that Davis was not involved in the current sale, which was negotiated last September.

Allen Morris, president of the Keyes Co., real estate broker, refused to identify the buyers late Wednesday, "at my clients' request."

Morris said the sales contract between Wood and the unnamed corporation has been signed, but that the transaction has not been completed.

He said the corporation expects to make some kind of an announcement soon about the island's development. It was reported that it will consist of dockage and some industrial development.

Morris said he had personally handled the transaction.

It was the second Keyes Co. real estate transaction in the string of bay islands in recent months.

Morris' real estate firm this fall negotiated the purchase of a portion of Lummus Island for Davis. It was to be included in dock facilities for Davis' own interests.

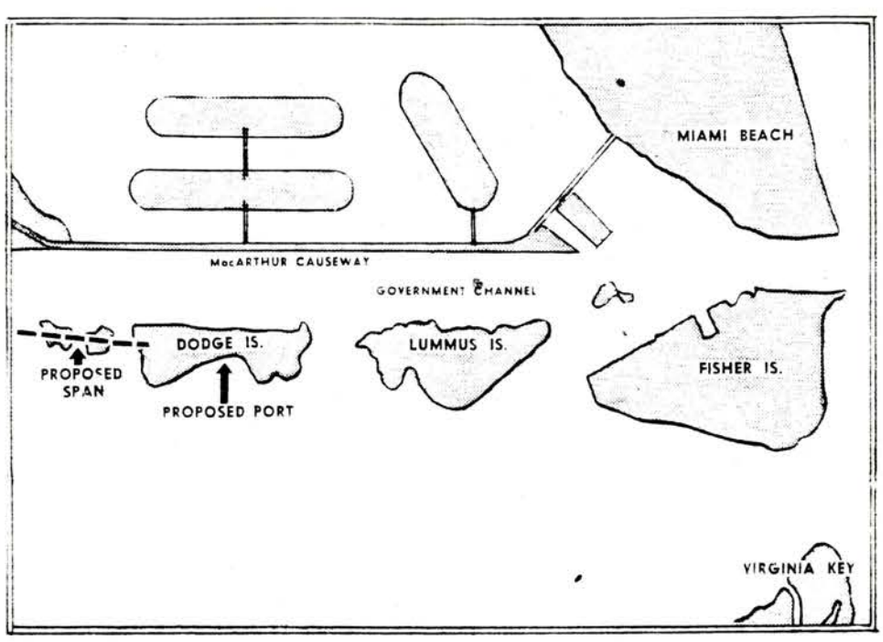
At the same time, Morris, Charles G. (Bebe) Rebozo and W. Sloan McCrea acquired 45 per cent of the Lummus Island property.

The city may eventually locate its port at Dodge Island. Expansion after that would have to take in Lummus Island.

Morris was also head of a subcommittee of the powerful Dade County Development Committee, which strongly urged the city to adopt the 18-million-dollar Dodge Island port plan.

The plan calls for a causeway to Dodge Island, which would facilitate the building of short causeways or bridges to adjacent Lummus and Fisher Islands.

A very small portion of the island is now owned by the Belcher Oil Co., and another section at the entrance of Government Cut is held by the U.S. Immigration Service Quarantine Station. This is not believed to be involved in the sale.



—Herald Staff Map by John Williamson

Fisher Island. Off Tip of Beach. Lies Near Proposed Port

. . . most of island changed hands in hush-hush transaction

The Miami Herald

Thursday, December 20, 1956 — Most Complete Local News Report — Section B

Fisher Island Sold; Buyers Kept Secret

Land Close To Dodge Port Site

Industry, Docks Hinted as Plan

By DENNE PETITCLERC
Herald Staff Writer

Undeveloped Fisher Island off the tip of Miami Beach in Biscayne Bay, has been sold for a reported $3,000,000, The Herald learned Wednesday.

The 165-acre island is closely linked with both proposed sites for Miami's future port development.

As the third in the chain of Dodge, Lummus and Fisher islands, it lies east of the controversial site on Dodge Island.

It has also been mentioned as a possible site with Virginia Key for the relocated port.

The seller was Garfield A. (Gary) Wood, 74-year-old inventor and speed boat king, who owns 97 per cent of the island. He reportedly will retain his 12-acre estate on the island.

A Florida corporation, four men who have taken great pains to keep their identity secret, is the buyer.

Rumors persisted for several weeks that multi-millionaire Arthur Vining Davis was interested in the island. One source said Wednesday that Davis was not involved in the current sale, which was negotiated last September.

Allen Morris, president of the Keyes Co., real estate broker, refused to identify the buyers late Wednesday, "at my clients' request."

Morris said the sales contract between Wood and the unnamed corporation has been signed, but that the transaction has not been completed.

He said the corporation expects to make some kind of an announcement soon about the island's development. It was reported that it will consist of dockage and some industrial development.

Morris said he had personally handled the transaction.

It was the second Keyes Co. real estate transaction in the string of bay islands in recent months.

Morris' real estate firm this fall negotiated the purchase of a portion of Lummus Island for Davis. It was to be included in dock facilities for Davis' own interests.

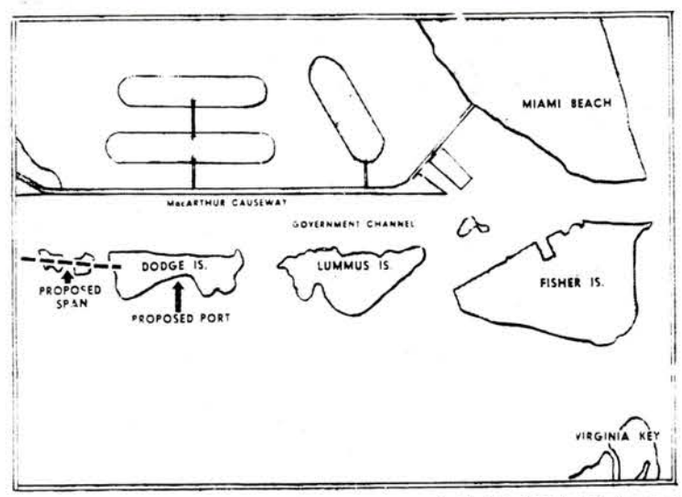
At the same time, Morris, Charles G. (Bebe) Rebozo and W. Sloan McCrea acquired 45 per cent of the Lummus Island property.

The city may eventually locate its port at Dodge Island. Expansion after that would have to take in Lummus Island.

Morris was also head of a subcommittee of the powerful Dade County Development Committee, which strongly urged the city to adopt the 18-million-dollar Dodge Island port plan.

The plan calls for a causeway to Dodge Island, which would facilitate the building of short causeways or bridges to adjacent Lummus and Fisher Islands.

A very small portion of the island is now owned by the Belcher Oil Co., and another section at the entrance of Government Cut is held by the U.S. Immigration Service Quarantine Station. This is not believed to be involved in the sale.



—Herald Staff Map by John Wilkinson

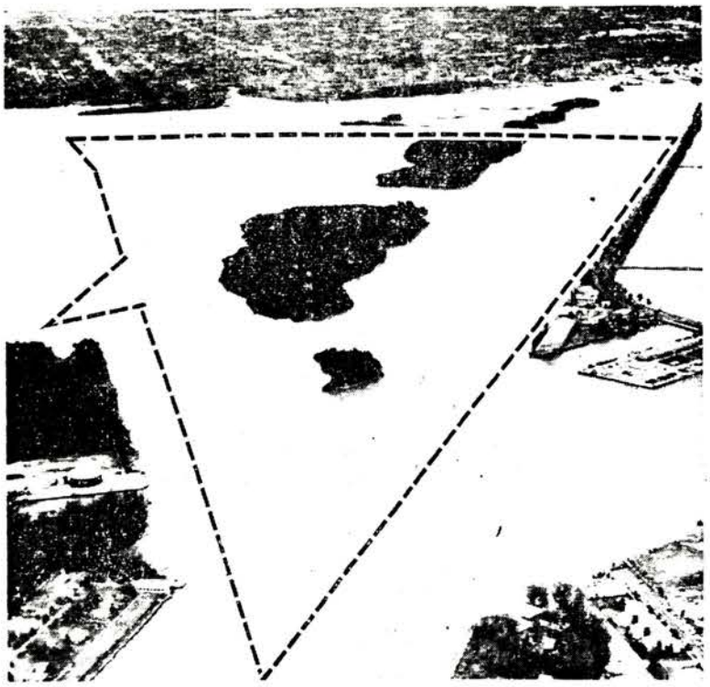
Fisher Island, Off Tip of Beach, Lies Near Proposed Port
. . . most of island changed hands in hush-hush transaction

The Miami Herald

Friday, March 1, 1957 — Most Complete Local News Coverage — Section B

In This Section

City Asks Legislature To Annex Dodge Isle For More Port Space



Dodge Island Triangle Miami Hopes to Annex
. . . area now under Miami Beach jurisdiction

But Beach May Offer A Fight

Decision Delayed By Delegation

The City of Miami, seeking more room for its proposed Dodge Island port, asked the Dade legislative delegation Thursday to annex for Miami sections of the Dodge Island group inside the limits of Miami Beach.

The area involved, a triangular section along McArthur Causeway, includes most of Dodge Island.

E. A. Evans, Miami city manager, pointed out that Miami already owns the bay bottom rights as a result of a deed by the Florida Internal Improvement Commission more than 20 years ago.

Miami now seeks to take over all that land above the water as well. The surface land is inside Miami Beach.

The section now is virtually wasted, Evans said.

But it appeared Thursday night that Miami Beach would fight any such annexation plan. The Beach city council has consistently opposed the proposed use of Dodge Island as a port site.

Beach councilmen Melvin J. Richard and Harold Spaet insisted that they would oppose the annexation plan. "It seems that Miami has decided to go over our head and make this a political tug of war in the Legislature," Richard said.

"We have opposed the Dodge port plan on a logical basis but we could stymie their efforts by rezoning our section of the island," Richard added. Richard claimed rezoning would throw the port plan into court for "perhaps two or three years." But Evans said there is enough room to build the port on the western end of Dodge Island and the spoil islands to the west.

Sen. Joe Eaton and Rep. George L. Hollahan withheld any decision on Miami's annexation request. Evans assured the lawmakers that a copy of the proposed annexation would be sent to the Beach authorities.

Dodge Port Proposal Runs Into Objections

By PHIL BECKER
Miami News Staff Writer

An avalanche of protests against the city's plan to move the Miami port to Dodge Island today included strong objections from pilots and port wardens and a Miami Beach hotelman.

Nat Ratner, Beach hotel owner, land developer and treasurer of the Biscayne Bay Conservation Association, complained that the proposition "lacks vision."

And the five-man Board of Pilot Commissioners and Port Wardens, appointees of Gov. Collins, described the plan as full of "bugs."

Cites 4 Reasons

Ratner's criticisms were not without a personal basis — he plans to build a home on Palm Island, only 450 yards north of the proposed port site, soon—but he cited other reasons.

1 — The project may lead to extensive filling in of Biscayne Bay beyond the 160 acres total to which Dodge Island will be increased.

2—"A 24-hour deluge of heavy industrial traffic . . . will disgorge itself entirely into downtown Miami at Biscayne Boulevard at about 7th Street, creating immeasurable chaos."

3—The proposed port will require "immediate expenditure of 16 to 18 million dollars for creation of merely 100 acres . . ."

4—Virginia Key or Fisher Island — because of existing sewerage plant and causeway connection on the first and already-dredged shoreline of the second —would be better port sites.

Ratner's comments were couched in a lengthy letter to the U.S. Corps of Engineers — scheduled to meet here with the city on Oct. 1.

Pilots' Opposition

First official blast of the city's plan to relocate the port on Dodge Island came Thursday from the pilot commissioners and port wardens.

The board president, Carl W. Rom, Capts. Julian M. Fernandez and John B. Tompkins, R. Hardy Matheson and Attorney George S. Okell Jr. outlined a different plan for the port.

It calls for federal government dredging of the present channel to 40 feet instead of the city's proposed request of 30 ft.; renovation of the piers east of Biscayne Boulevard and extensions for an additional 100 feet and a new pier to the south.

The board agrees that the city's plan for a separate dock for passenger ships at Watson Park on the causeway is feasible, and suggests that a separate tanker facility be built on Fisher Island near the harbor entrance.

THE MIAMI NEWS

Tuesday Evening, November 19, 1957

City May Lease Dock Area, Get Loan To Build Isle Port

By STEPHEN B. HARRIS
Reporter of The Miami News

A multi-million dollar port proposal, currently under discussion, will make it possible for Miami to proceed with its seaport development plans, The Miami News learned today.

Under the plan, a group of Northern real estate operators and developers would take over the present port area under a 99-year lease at $750,000 per year.

They also would buy from the City $20,000,000 in revenue bonds, payable over a 30-year period.

This would provide more than enough to build the proposed $18,000,000 port on Dodge Island, a half mile east of the present seaport.

Repay With Revenues

To repay the loan, Miami would pledge port revenues, plus the annual $750,000 income from the 99-year land lease.

After the bond issue is paid off, Miami would continue to receive the annual $750,000 lease money for 69 more years.

At the end of that time the property would divert to the city.

The information on the huge deal comes from men on the inside, but they insist on not being identified.

The money men are a group from New York, Boston and Chicago, here studying the local situation.

Details Of Plan

Under the plan they would take over Miami's 37-acre port area, the 40 acres lying to the south, owned by the Florida East Coast Railway, and approximately 10 acres to the north of the port and now operated as a tank farm by the Belcher Oil Co.

With the 80-odd acres of land which would be produced after the 2,000-long slips are filled, and the FEC land is filled out to the harbor line, the developers would start construction of a hotel, apartment and retail area.

First move expected is a formal proposal to the city in the near future under which the developers will offer $50,000 for a one-year option, while details of the projected development are worked out.

The Miami Herald

JOHN S. KNIGHT, Editor & Publisher JAMES L. KNIGHT, General Manager

LEE HILLS, Executive Editor
J. T. WATTERS, Asst. General Manager

JOHN D. PENNEKAMP, Associate Editor
GEORGE BEEBE, Managing Editor
WILLIAM A. TOWNES, Night Managing Editor
WILLIAM A. CANADY, Retail Advertising Manager

ARTHUR J. GUCKER, Business Manager
M. F. SELF, Classified Advertising Manager
N. N. SONGER, National Advertising Manager
H. T. TROETSCHEL, Circulation Manager

Published Daily and Sunday at 200 So. Miami Ave., Miami 32, Fla.

Pulitzer medal awarded The Herald for "the most disinterested and meritorious public service in 1950"

What's Cooking In Our Bay?

IS THE BALLYHOO for new commercial docks out in the middle of Biscayne Bay well-founded or promotional?

Are groups of citizens indorsing the project on the basis of sales-talk?

A good deal is being left unsaid which would help people to appraise the plan realistically. Much of what's said is inaccurate.

For example, there is silence about putting shipyards on the island or islands pumped up east of Bayfront Park.

Nor is the public being told about warehouses which would have to be built there if the new installation is to handle large quantities of cargo, as its supporters contend it would.

Shipyards and warehouses are unsightly. They would do much to destroy what remains of the beauty of Biscayne Bay if put on the so-called Dodge Island site.

★ ★ ★

LET'S EXAMINE a few of the statements being made by backers of the project.

One is that new docks, wherever built, must have a railroad.

Only four to six carloads of freight are being moved by rail daily at the present city docks.

Does that justify spending a couple of million dollars for a causeway to carry railroad tracks to the Dodge Islands, if ships are to load and unload there?

No one has noted publicly that such a causeway would require a lift bridge with ugly towers to raise the railroad tracks for water traffic.

The railroad causeway would be just six blocks south of the MacArthur Causeway.

★ ★ ★

PROPONENTS of the plan talk of buying the present city docks as a site for luxury hotels and apartment buildings. Yet their railroad would run through the middle of their property, clanking with freight cars.

Their tenants would face a stagnant pond, landlocked between two causeways only six blocks apart. Their view of the bay would feature giant cranes, drydocks and warehouses on what is now the Dodge Islands.

This mixture of inaccuracies and conflicting statements just doesn't add up.

★ ★ ★

WHAT ABOUT the financing of this multi-million-dollar job? No concrete proposal has been outlined.

Almost equally fundamental is the fact that the ship channel and turning basin must be deepened if Miami is to enlarge its shipping business.

The Corps of Engineers, whose recommendations guide Congress in appropriating money for harbor work, is making a study of Miami harbor now. The Engineers' report isn't due until next April.

Why the high-pressure to ram through the Dodge Island project at once? It doesn't make sense until we find out whether federal aid can be expected, which won't be known until the Engineers finish their report.

Let's get Miami's port planning on a sound, sensible basis—away from the brain-washing tactics being used in support of the Dodge Island project.

Voice Of The People

Where Will Port Spoil Be Put?

Editor The Herald: I believe it is the duty of the press to tell the public of the injury and damage this Dodge Island port plan would impose on the community.

The proposed port area lies directly south of Palm Island in an area to be filled 3,300 feet long, 1,000 feet wide and around 1,300 feet south of the MacArthur Causeway.

This figures 75 acres; however, proponents refer to same as 100 acres.

The plan does not give the spoil area for the material which would have to be dredged out.

Over 4,000,000 cubic yards of material would have to be wasted in the bay, which would create another "Dodge" Island of around 500 acres.

If the future plans are carried out to expand docking facilities eastward, it will be necessary to acquire Lummus Island.

If they do, there will be another four or more million yards of fill to waste in the bay, creating more acreage and filling up the bay down to the river.

The plan is absurd. It gives us less dockage on 30 feet of water than we have at our present city docks.

It means the extinction of the marine beauty of Biscayne Bay, right in our front yard. What a hodge-podge view it will be from Bayfront Park; from hotels along Biscayne blvd.; from downtown office buildings; not mentioning those who promise or propose to pay millions for the site of our present municipal docks, and build lush hotels.

It would give us nothing more than a flag-stop port, of second or third-class rating.

We have in Biscayne Bay the nucleus of a deep water harbor which, by removing the unsightly "Dodge" island is also other dredge dumps, thereby deepening the bay and spoiling the material in the mangrove swamps and mud flats of Virginia Key, would produce the greatest and most beautiful seaport on the Atlantic Coast.

Virginia Key, together with adjoining bay bottom lands, is owned by the City of Miami and was purchased for the express purpose of expanding our harbor facilities, and giving Miami a bathing beach.

GEORGE A. WALDECK

The Miami Herald

JOHN S. KNIGHT, Editor & Publisher JAMES L. KNIGHT, General Manager

LEE HILLS, Executive Editor
J. T. WATTERS, Asst. General Manager

JOHN D. PENNEKAMP, Associate Editor
GEORGE BEEBE, Managing Editor
WILLIAM A. TOWNES, Night Managing Editor
WILLIAM A. CANADY, Retail Advertising Manager

ARTHUR J. GUCKER, Business Manager
M. F. SELF, Classified Advertising Manager
N. N. SONGER, National Advertising Manager
H. T. TROETSCHEL, Circulation Manager

Published Daily and Sunday at 200 So. Miami Ave., Miami 32, Fla.

Pulitzer medal awarded The Herald for "the most disinterested and meritorious public service in 1950"

There Goes More Of Bay

SCARCELY A DAY passes that doesn't see the birth of some new bay-filling scheme.

Currently there are two plans to straighten out the harbor line along the near northeast shore, several for a port in the vicinity of the Dodge Islands and now one for an air field along Rickenbacker Causeway.

This latest plan calls for filling in the bay along the north side of the Causeway, opposite the Seaquarium, to provide a 4,000-foot runway for private planes, a ramp for seaplanes and docks for boats.

In addition to destroying one of the few marine views left in the area, this project would add seriously to the traffic congestion and hazards on the already overloaded Causeway.

Weekends cars now crawl along in bumper-to-bumper lines.

★ ★ ★

WITHOUT GOING into the merits of any of the other bay-filling plans, it is clear that they offer no answer to big question:

"When do we stop filling in the bay?"

The frequency with which these schemes keep coming suggests the process may not stop until the bay is altogether destroyed as a scenic attraction.

At some point Miami will have to decide whether it will preserve what remains of one of its most beautiful water attractions, or see it gradually transferred into a vista of concrete, tank farms, buildings and commercial developments.

What becomes of the bay is more important than any of the individual projects that have been proposed.

Will we begin preserving what is left or let the bars down all the way?

The Miami Herald

2-B THE MIAMI HERALD

That's Picking the Right Spots

C. G. (BEBE) REBOZO, friend of important politicians, is one of those lucky fellows who happens to pick up real estate in the most opportune places. He owns a sizeable chunk on the lower keyes, where the new county causeway will go. And he has an interest in Fisher Island, which would be right next to the Dodge Island port, if the city builds one there.

* * *

THE MIAMI HERALD · Friday, March 8, 1957

Biscayne Dike Plan To Be Aired

A plan to build a dike across Biscayne Bay will be aired Monday at Miami Beach.

The U.S. Corps of Engineers has called the public hearing for 10 a.m. in the Municipal Office Building next door to the Miami Beach Auditorium, 1700 Washington Ave.

Purpose of the session is "to consider the need for protective measures to prevent hurricane tides from flooding the Miami area."

A map sent out with the notice shows a "possible levee location."

It runs due east from Point View, on the mainland north of SE 15th Rd., then angles up to the north side of Fisher Island.

Such a dike presumably could be used as the roadbed for a causeway to Fisher Island.

The map also shows how high water rose at various points around the bay after the hurricane of Sept. 22, 1926. The storm tide was more than 10 feet above mean low water level at the mouth of the Miami River, according to the sketch.

THE MIAMI NEWS, Sunday, Dec. 29, 1957

Nixon Does Miami As Mr. Tourist

What does a vice-president do when he vacations in Miami?

For Richard M. Nixon it's mostly a time of relaxation.

His favorite spot is a two-story villa on Key Biscayne. It's like living in a house, but he has all the convenience of hotel service.

Strolls Along Beach

If the weather is nice, he usually has breakfast at poolside at the adjoining Key Biscayne Hotel. Then he goes for a walk along the beach, ranging as far as a mile.

People stop him occasionally to shake hands, but for the most part guests respect his privacy.

He likes to play golf for exercise and sometimes he and his longtime friend, C. G. (Bebe) Rebozo toss a football around.

Dines Out Often

In the evening he and Mr Rebozo frequently are seen at well-known area restaurants. He has a particular place he likes for spaghetti; another for seafood and another for steak.

THE MIAMI NEWS

Monday, November 11, 1957

Nixon Dines With Rebozo

Miamians who dined last night at Don Julio's Restaurant on NE 20th Street were surprised to recognize Vice-President Nixon at a table.

Mr. Nixon was in the company of C. G. Rebozo, who has been the vice-president's companion on several of Mr. Nixon's visits here. Secret Service men also were in the party.

Foes Show Up at Hearing

Cold Water Dashed on Dike

By JOHN B. McDERMOTT
Herald Political Writer

Hurricane protection?

There were virtually no takers Monday from Greater Miamians as Army engineers outlined tentative plans for construction of a dike across Biscayne Bay and an expanded beachfront to dissipate hurricanes.

Only about 30 showed up for a public hearing at Miami Beach—and most of those expressed either apprehension or objections to the levee plan.

Oscar Rawls, assistant chief of planning from the U. S. Engineers office at Jacksonville, stressed repeatedly that the military is not attempting to force anything on the people here.

He said that if the people here don't want the federal money being offered on a cooperative basis for hurricane fighting, it can be put to good use in North Carolina, New England, New Orleans and other places.

The proposed dike would be built across Biscayne Bay from Point View, just south of the mouth of the Miami River, to Fisher Island, adjacent to Government Cut off the south end of Miami Beach.

Widening of the beachfront along Miami Beach would be in the form of sand fill to extend the beaches seaward thereby creating a long, gentle slope on which hurricane waves could break.

The big fears expressed by Greater Miami engineers, politicians, real estate men and private citizens were these:

THE AREA south of the dike—Key Biscayne, Virginia Key, the southwest section of Miami and Coral Gables—might be jeopardized by flood waters piling up and spilling back into that section.

FISHER'S ISLAND, recently purchased by an influential group of businessmen with an eye to development, might be flooded more than normally during a hurricane.

A counter-question was asked by Nat Ratner, real estate salesman and hotel owner, as to whether the dike plan had been initiated by the business interests who own property on Fisher Island.

Questioned whether the plan might include building a roadway atop the dike to link the island with the mainland, thereby greatly enhancing its value.

Lt. Col. C. Craig Cannon, deputy district engineer, offered assurances that there was no collusion with any business interests—that the dike location was merely a tentative suggestion.

The engineers said they will build a model of the Biscayne Bay area to experiment further with hurricane winds.

MIAMI BEACH SUN

— Serving —

Miami Beach • Surfside • North Bay Village • Bay Harbor Islands • Bal Harbour • Golden Beach
Indian Creek Village • Golden Shores • Sunny Isles

VOLUME 27 NUMBER 301 MIAMI BEACH, FLORIDA • MONDAY, OCTOBER 1, 1956 FIVE CENTS

Council, Property Group Blast Dodge Port Plan

By JOE EDWARDS

City Council during a special session today joined forces with property owners on Palm, Star and Hibiscus Islands in opposing a plan by Miami to build an $18½ million port on Dodge Island in place of present docks on Biscayne Blvd.

Council and property owners outlined similar objections

For what's what concerning tomorrow morning's U.S. Corps Of Engineers meeting on the Dodge Island port situation, see pg. 3.

as to why the port should not be built on the island located less than 1,400 feet south of the MacArthur Causeway near the three residential islands.

Initial action by Council was adoption of a resolution objecting to the port on the basis it would create noise, obnoxious fumes, and be detrimental to residents of the islands to the north. The resolution was presented by Councilman Harold Spaet.

An alternate plan was offered by the Council suggesting such a port be built on Virginia Key "which would be more feasible, eliminating complicated engineering structures required for Dodge Island."

Council indicated it had made a thorough study and an analysis of the proposed port site and decided Virginia Key could be developed without affecting residential areas of Dade County.

William Kruglak, representing Palm-Star-Hibiscus Islands Assn., told Council residents of the islands would suffer greatly if a port was permitted on Dodge Island.

"The property would depreciate and the fill and spoil banks from dredging would create more man-made islands in Biscayne Bay thus cutting down bay area for boats and swimming," he contended. "Also, the refuse from the ships would pollute the bay."

It was also pointed out by property owners such a port would be detrimental to the South Beach area and would create more of a problem than that which now exists.

Council indicated the Virginia Key site would be more practical since Congress already has authorized construction of a 30-foot deep channel and a turning basin for Virginia Key.

Arthur Darlow, a member of Miami Corps of Engineers, flatly told Council the island should be condemned and included in the port plan. "Even now it is zoned for airport or seaport," he pointed out.

Property owners said today they were preparing a report listing reasons why the City of Miami Beach should fight the Dodge Island port.

Dodge Island Battle Due To Hit Climax Tomorrow

By ARTHUR MAIER

The debate on whether Miami city docks will be moved to Dodge Island, most of which lies within Miami Beach city limits but all of which is owned by Miami, will reach its climax at 9 a.m. tomorrow when U.S. Corps of Engineers holds a public hearing at Bayfront Park Auditorium to determine whether it will foot the $6½ million dredging bill.

More than 100 Miami and Miami Beach organizations are expected to send representatives to the hearing.

In favor of moving the docks will be the City of Miami and Miami-Dade County Chamber of Commerce.

Leading the opposition to the move is the Palm-Star-Hibiscus Island Assn. The group represents the Miami Beach islands situated across the MacArthur Causeway from Dodge Island. Miami Beach Chamber of Commerce feels there should be further study of a proposal to move the docks to Virginia Key. The Dade County Coordinating Commission met last week and could reach no decision. The Board of Pilot Commissioners and Port Wardens favors modernizing the docks at their present location. The Biscayne Bay Conservation Assn. will send President Nat Ratner to tomorrow's hearing to oppose the Dodge Island plan.

Arguing in favor of the move to Dodge Island, Kermyt Callahan, president of Miami-Dade County Chamber of Commerce, said "Dodge Island is a half mile from Palm and Hibiscus Islands."

Arguing against use of Dodge Island, William Kruglak, who will represent the Palm-Star-Hibiscus Island Assn. at the hearing, said "Dodge Island is 350 yards from the nearest point on Palm and Hibiscus Islands. The noise of boat whistles and switching engines will raise us out of our beds."

NAT RATNER
Ahead, An Argument?

Callahan said "the port on Dodge Island will help revive the South Shore area of Miami Beach through great increases in sightseeing traffic." But Kruglak said, "How many people go to see the docks at their present location? Two or three a day. And with the docks on an island off the MacArthur Causeway, people won't be able to see as much as they do now.

Added Callahan; "The Dodge Island plan will be self-financing and cheaper because, with the Virginia Key plan, the amount of federal participation funds would have to be increased sharply with no assurance that they would be forthcoming. Development of Watson Island as a cruise ship center with its advantage in natural access to both Miami and Miami Beach would be prevented."

But Kruglak countered thusly: "We don't oppose the use of Watson Island as a cruise ship center. Federal participation funds would be decreased, not increased. Virginia Key already has a causeway connecting it to the mainland, while a new one would have to be built for Dodge Island."

Why Make Them In First Place?

Looks Like We're Stuck With Some More Mud Banks In Biscayne Bay

The people, apparently, are stuck with a bunch of new mud banks in Biscayne Bay.

That's the net result of long correspondence between City Manager E. A. Evans and Director W. A. Glass of the city department of water and sewers.

They've been batting it back and forth for nearly a year. It all started when contractors hired by the water department began digging a three-mile trench across the bay.

In the trench is the giant force main laid to carry sewage from the mainland to the disposal plant being built on Virginia Key.

Dredges digging the trench piped the material to "spoil areas." As the sand and rock piled up, islands appeared in the bay where there were no islands before.

★ ★ ★

Toe-Holds For More Filling Up

SHORN OF FANCY language and variations, the correspondence went like this:

Evans to Glass: "The city commissioners won't stand for any more islands in Biscayne Bay. You've got to move that stuff."

Glass to Evans: "Your engineers approved the plans, which didn't call for removing the spoil. We have no money to do the job, so we can't and won't."

And there the islands stand —new blots on the beauty of the bay.

They'd be fairly harmless except for one thing. That is that their existence is a toehold for promoters looking for an excuse to fill up more of the bay.

For that reason, they will endanger Biscayne Bay, which belongs to the public, as long as they remain in sight.

★ ★ ★

Why Not Sell The Material?

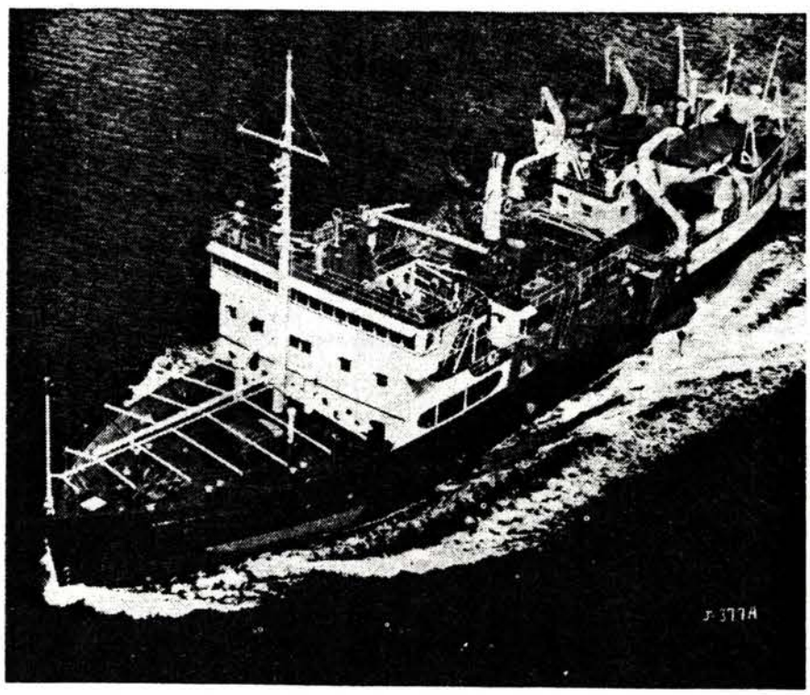
THESE NEW ISLANDS need not have been built. They will serve a good purpose only if they cause everyone concerned with the bay to determine, now, that the mistake shall never be repeated.

Meanwhile efforts to have them removed should be continued.

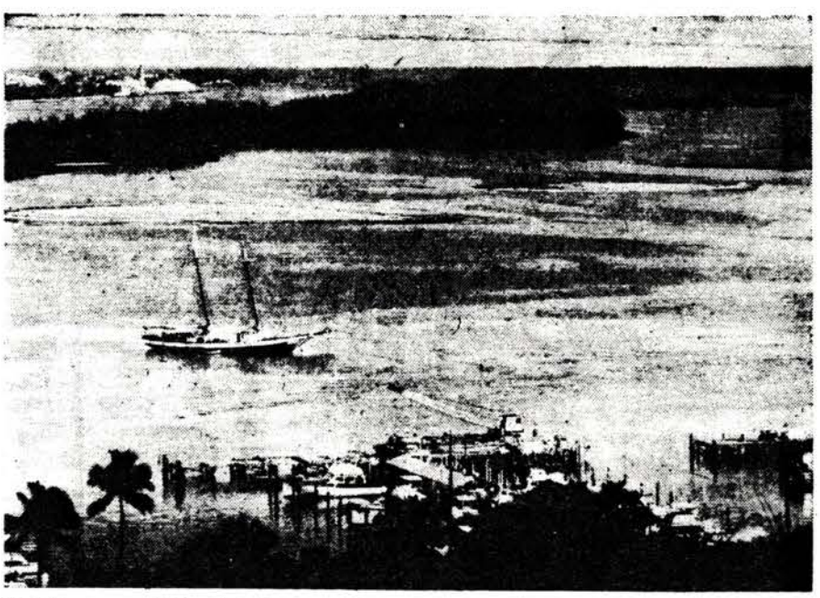
Dredging will be done from time to time. At this moment, silt from the turning basin for ships is being piped onto one of the Dodge Islands, which were created years ago by work on the ship channel.

Pipeline dredges which have disfigured Biscayne Bay, aren't the only tool available for such work. They are the worst when it comes to causing eye-sores.

Why can't Miami get the use of a hopper dredge?



"SEAGOING vacuum cleaner" is nickname of this hopper dredge, the Lyman, one of a fleet owned by the federal government. Work done by hopper dredges leaves no spoil islands.



UGLY new mud island in Biscayne Bay can be seen across the center of this picture. They were thrown up by pipeline dredges digging the trench for a cross-bay sewer main.

—Herald Staff Photo

★ ★ ★

Army Engineers, who have charge of work in navigable waters, own a fleet of hopper dredges, nicknamed "seagoing vacuum cleaners."

They have been used in seven other Florida ports, but not Miami. One is scheduled for duty this month at Canaveral Harbor near Cocoa, less than 200 miles from here.

A hopper dredge sucks up the material to be removed, stores it inside the vessel, then goes out to sea to dump the load in deep water.

And why not use dipper dredges in parts of the bay too shallow for a hopper dredge?

A dipper dredge scoops up one bite at a time, which can be placed in a scow for hauling away.

The demand for land fill hereabouts should create a strong demand for material taken from the bay by dipper dredges.

For the same reason, existing islands on city-owned bay bottom ought to net a handsome profit if sold for removal.

The material, having been dredged once, is easy to handle. It could be barged to swampy waterfronts to make solid land, thus, incidentally, wiping out breeding grounds for mosquitoes and sandflies.

There are other profitable uses for the rock and sand presently marring Biscayne Bay.

★ ★ ★

Officials Can End The Practice

ABOUT 20 YEARS AGO, a construction firm here used this material for concrete aggregates and the like.

A similar enterprise is being carried on today in the Port of Palm Beach, using spoil piled up on Peanut Island to manufacture concrete blocks.

Let no one say the existing blots on Biscayne Bay can't be removed. They can.

And there's no excuse for permitting any more spoil islands to be created—if the responsible public officials really mean to prevent it.

The Miami Herald
Saturday, December 7, 1957
Most Complete Local News

Engineers OK Dodge Port

U.S. Will Pay $3 Million On Dredging Costs

By DAVID J. KRASLOW
Of Our Washington Bureau

WASHINGTON — The Dodge Island seaport plan has been approved by the U.S. Corps of Engineers, The Herald learned Friday.

Advance notice of the decision — scheduled for public announcement late next week — was given to the offices of Sens. Spessard Holland and George Smathers and Rep. Dante Fascell.

The proposal for building the port in Biscayne Bay was found by the Army Engineers to be "economically feasible."

Dodge Island is a spoil bank about a mile east of the present dockage area on Miami's bayfront. Under the plan, the port would be moved from its present downtown Miami location, thus opening up the east side of Biscayne Blvd. from NE Fifth to 13th Sts. for hotel-apartment or park development.

The report will recommend that the federal government contribute 79 per cent of the estimated $3,818,000 dredging cost.

The city would have to put up its share — about $800,000 — as "cash in advance."

The report recommends widening the present channel from 300 to 400 feet, widening the existing turning basin, and extensive channel construction in the Fisher Island basin.

The city all along has talked in terms of a 15 million to 18 million dollar port, including dredging costs.

The favorable recommendation is subject to the city's meeting several conditions set down by the Corps of Engineers.

One major condition was interpreted by one source to mean that the city will have to start construction of the actual terminal facilities in advance of or concurrently with the federal dredging operation.

This would protect the government from spending money on dredging without assurances that the city will build a port.

This condition reads:

"Provide in advance of or concurrently with federal dredging, and operating and maintaining at non-federal expense, adequate public terminal transfer facilities, including an oil terminal open to all on equal terms, in accordance with plans approved by the chief of engineers."

The decision is the second in as many days involving South Florida's port facilities. On Wednesday, the Board of Engineers for Rivers and Harbors approved a $6,758,000 federal aid project for Port Everglades, clearing the way for Congress to authorize the expenditure in 1958.

Port Everglades is 20 miles north of Miami, just south of Fort Lauderdale.

Getting a favorable verdict from the Corps of Engineers is a major victory for the Dodge Island port's backers.

But the port is still a long way from home.

The report must still be reviewed by the Board of Engineers for Rivers and Harbors. Dodge Island probably will be on the agenda for the late January meeting.

If the board approves, then there will be a 90-day wait while the Corps of Engineers seeks the views of Gov. LeRoy Collins and other federal agencies.

Then the proposal is ready for submission to Congress, which undoubtedly won't get it until late in next year's session.

Congress must pass a bill appropriating the money to pay for federal dredging.

Chances of this happening next year are at best a long shot. Informed sources said Friday Congress probably will not be in a position to act on the proposal — even if all preliminary steps are cleared — before the 1959 session.

* * *

New Port In 3 Years --Darlow

City Engineer Arthur Darlow said Friday that Miami can have its new port by the winter of 1960-61 "if all goes well."

Darlow made his statement to The Herald following a Washington announcement that the U.S. Army Corps of Engineers had approved plans for building the port at the Dodge Island site off MacArthur Causeway.

The "if" stems from several things:

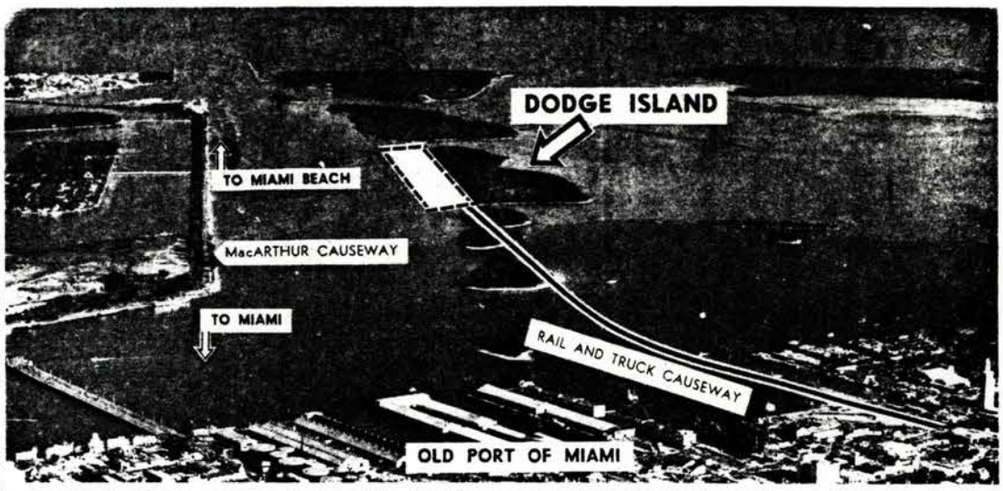
IF a syndicate of Boston, New York and Chicago investors, who have shown an interest in the present port site, decides to purchase it a bond issue could be floated to finance the first phases of the port construction.

IF the approved plans don't face any insurmountable roadblocks in the months ahead as they undergo other federal, including congressional, study.

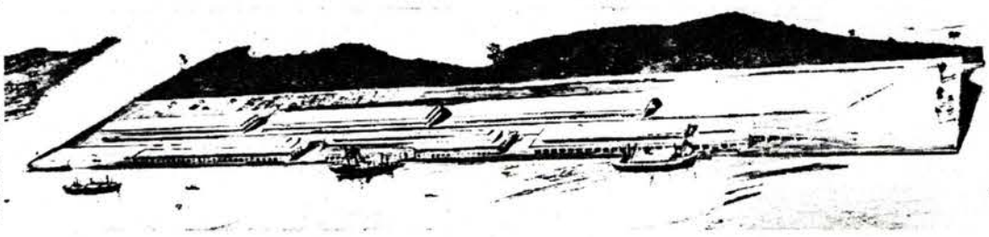
City Manager E. A. Evans said he feels certain the Miami City Commission will accept in full conditions laid down by the Army Engineers to cover the joint federal-city participation in financing and dredging operations.

Evans said the conditions attached were anticipated and were "purely normal."

Darlow said that if indications are strong enough the federal government will participate in the program, work could begin late next year on a causeway to Dodge island, the construction of necessary bridges and bulkheading to support the new port.



Miami's Mid-Bay Dodge Island Port (Arrow) Will Be Linked by Truck-Rail Causeway



Ewing Engineering's Conception of New Terminal Shows Simple Ship Dockage

The Miami Herald

Monday, November 12, 1956 *Most Complete Local News Report* Section B

2nd Isle In Path Of Port

Private Land Next in Line

By JUANITA GREENE
Herald Staff Writer

The day may come when Miami will have to take over the privately owned part of Lummus Island to expand its proposed Dodge Island port site, City Manager E. A. Evans admitted Monday.

But, he added, it wouldn't be any time soon.

"Fifty years from now we might have to do that," he quipped.

The private half of the island recently changed hands.

In the meantime, Virginia Key was gaining attention as a possible port site.

U. S. Engineers revealed Monday in Jacksonville they have included a study of the Key in a port survey completed this week.

Most of the study covers Dodge Island, Evans said, but preliminary work was done on the Key site, too, because of some public opposition to Dodge Island.

It was voiced at a hearing there last fall, with Miami Beach residents making most of the protests.

Although they already have endorsed the Dodge Island site, Miami Commissioners, too, have decided to take another look at Virginia Key.

But Evans was instructed to proceed with the Dodge Island plans. He asked the Dade Legislature delegation last Thursday to bring the east half of Dodge Island and all Lummus Island in the Miami City limits. The area now is part of Miami Beach.

Lummus lies directly east of Dodge Island.

The west half is owned by the city. The east half recently was purchased by a group that included Arthur Vining Davis; Allen Morris, president of the Keyes real estate company; Charles G. (Bebe) Rebozo and W. Sloan McCrea.

Evans said the Dodge Island site would not necessarily have to be expanded eastward to Lummus Island, but could be enlarged in other directions. Lummus Island is the largest body of land near the proposed port site.

A large island east of Lummus Island also changed hands recently. Fisher Island, which is near both the Dodge Island and Virginia Key sites, was sold to four persons whom Morris refused to identify. His company handled both this and the Lummus deal.

The city's Dodge Island plan is dependent on a $7,000,000 dredging appropriation from the federal government.

Whether it is approved depends in large part on the contents of the engineer's report. It will not be released until mid-April.

New Firm Picked for Port Plans

A majority of the Miami Commission Tuesday passed over engineering firms which have been getting most of the public jobs in Dade County and picked a relative newcomer to plan the city's proposed port project.

Ewin Engineering Corp. will act as consulting engineers, for a fee of about $700,000.

Vigorously protesting the selection was minority Commissioner B. E. Hearn. He was for Rader Engineering Corp., which has done most of the Dade County work in recent years.

Ewin representatives appeared before the commission by special invitation recently and outlined their proposals. Their fee would be 5.8 per cent, they reported. The city's share of the port project is expected to come to $12 million.

The City Commission later decided to ask for proposals from a selected group of engineering firms, including Rader and Ewin. The proposals were opened at a formal commission meeting last Wednesday.

City Manager E. A. Evans studied them and recommended Ewin. In enthusiastic accord were Otis W. Shiver, George W. DuBreuil and James W. High.

Hearn protested that only Ewin representatives had had an opportunity to speak to the commission.

Mayor Randall Christmas said he was not plugging for anyone.

Rader Corp. contracts with the county's Port Authority were canceled in 1955 after a grand jury probe uncovered what it termed "questionable and unethical" practices in the firm's dealings with former Port Authority director A. B. Curry. Curry was later fired.

One of the Ewin company's first tasks will be to survey all likely port sites, especially Dodge Island and Virginia Key, and recommend the best. This report will be ready in about two weeks.

Poof! And It Snows Soot

By DENNE PETITCLERC
Herald Staff Writer

Big ships in Miami's aging harbor are blowing their tops.

Now you'll find this information important if you're wearing a white suit on Biscayne Boulevard some afternoon, or if you own a boat in the city yacht basin, or if you're shopping and it begins to hail black.

For the result of this big ship top blowing is a pall of soot and cinders, which no one seems able to do anything about.

Normally, in other ports, ships are required to blow out their boiler tubes at sea — a process of cleaning carbon from boilers with live steam, the carbon bubbling out the stacks in a tower of black smoke.

When it comes down you have trouble in the form of chunks of oily carbon, that are very hard to get off.

Boatman Charles Wheeler, Pier 5, reports it:

"You can sit out on deck when there's a north wind blowing and the stuff litters everything — we've complained, but just get the run-around."

A Sears-Roebuck Co. official said its Biscayne Boulevard store has been "troubled from time to time" with the oily pall. In fact, some merchandise was recently cindered.

"So we covered our patio," he said. "So now we've only got sooty jalousies and a dirty building."

Other businesses in the area are likewise troubled, "and they told us to go to the Coast Guard and they told us to go to . . ."

The old run-around, everyone agrees.

Miami Port Director Charles A. Olsen said he had received several complaints, and taken it up with boat captains personally. "It is not our jurisdiction," he explained, "but we try to keep this nuisance at a minimum."

Herbert O'Banion, city smoke and boiler inspector, on whose shoulders rests the difficult task of enforcing smoke regulations, said: "And just this

afternoon I noticed some heavy smoke down there—and decided we better concentrate more on that problem."

Lawmakers OK Dodge Port Plan

By JOHN McDERMOTT
Herald Political Writer

The City of Miami's Dodge Island port plan got a big boost Friday from the Dade legislative delegation despite heated objections from the City of Miami Beach and nearby property owners.

Reps. John B. Orr Jr. and George Hollahan, who represented the delegation at public pre-legislative hearings in the courthouse, gave the plan a nod of approval.

Their support came as the entire Miami City Commission, plus City Manager E. A. Evans, appeared in person at the hearing to plead for support of the proposed $18,000,000 port.

Sen. Joe Eaton and Rep. W. C. (Cliff) Herrell were in Tallahassee attending committee hearings.

On his return Friday night, Herrell said as he was a member of the Dade County Coordinating Commission which recommended the Dodge Island site, he already is on record as supporting it.

Eaton said the selection of the port was not a legislative matter and added, "Gen. Evans has already told us it will go there regardless of our position."

Miami wants the legislators to approve annexation of a triangular strip of undeveloped island and spoil bank property east of Dodge Island in Biscayne bay opposite MacArthur Causeway. The property now is inside the city limits of Miami Beach.

Attorney Joe Warnich, representing the Miami Beach city council, protested the annexation on the grounds that a heavy industrial port there would destroy property values and prove unsightly to Miami Beach.

He called it a "grandiose project" and said the haste with which it is being pushed violates the "good neighbor policy" which has existed between the two cities.

Hotel owner Nat Ratner, who is building a home on Palm Island across from Dodge, charged the legislative delegation is "being used" by big real estate interests who have purchased property on adjacent islands.

Orr pointed out that anytime property is improved—such as is planned for Dodge Island—adjoining property automatically goes up in value.

Attorney William Kruglak, speaking for property owners on nearby Palm, Hibiscus and Star Islands, accused the City of Miami of attempting a "land grab."

After urging that other sites such as Virginia Key be given priority, he offered a compromise suggestion that the port site be moved westward—"out of our front yards"—closer to the present port and offshore from Watson Park.

Evans said the basic reason Miami wants the annexation is to control zoning regulations in the port area. He pointed out that the area in question is completely undeveloped today and that in the past Miami Beach had indicated a willingness to cooperate in having the site used for a port.

Council Acts To Halt Miami Island 'Grab'

Miami Beach will oppose annexation of Dodge Island bay bottom land by Miami, which recently asked the Dade delegation to the state legislature to take the land away from Miami Beach and give it to Miami for a new seaport.

At a surprise conference in City Mgr. Claude Renshaw's office this morning, councilmen moved to oppose the Miami request when Miami Beach has its day before the delegation.

Councilman Bernard Frank said councilmen present wanted state officials reminded that, when they ran for office, they promised not to take land away from any municipality without first submitting the question to a public referendum.

Present at today's conference were all local officials except Mayor D. Lee Powell and Councilman Sam Halperin. City Atty. Joseph Wanick will represent the city at the delegation hearings. No date has been set.

Also determined to oppose annexation at the hearings was the Palm - Star-Hibiscus Island Assn.. President William Kruglak said today.

Frank said councilmen instruct

Port Plans Still Irk Beach Unit

Not All Satisfied By 1,500 Ft. Move

By GEORGE GILBODY
Herald Staff Writer

Moving the projected site of Miami's new seaport 1,500 feet west of Dodge Island isn't moving it far enough, Miami Beach city councilmen believe.

The city council last September cast a unanimous vote against Dodge Island, near the east end of MacArthur Causeway as the location for the new port.

Miami City Manager E. A. Evans recently indicated Miami would be willing to move the port site 1,500 feet west of Dodge Island.

The reaction of Beach councilmen is still hostile to a location in the Dodge Island area, but there were signs of resignation.

"I'm still for Virginia Key as a port site." Councilman Harold Spaet said. "But if we have to have a port near the Dodge Islands, moving it 1,500 feet west will remove some objections."

"I'm against a port on any of those islands," Councilman Marcie Liberman said. "But Miami Beach won't have any voice in the matter anyway. The whole thing is a joke. Somebody is going to make a lot of money out of this—just who I don't know."

"Any port we build must have room to enlarge as the area continues to grow," Councilman Samuel J. Halperin said. "There won't be any room for enlargement at Dodge Island, and there will be plenty of room at Virginia Key."

"I'd want to see any proposed new location, and hear what the residents of the residential islands in the Bay that will be affected have to say about it," commented Councilman Bernard A. Frank.

"Any move away from the residential islands to get rid of the dirt and noise of port activity is a good move." said Councilman Harold Shapiro. "Whether this new location is suitable I couldn't say without study."

The port plan under consideration by Miami calls for switching the present port site to the islands, roughly paralleling MacArthur Causeway. Funds for port construction would be obtained, at least in part, from the sale of the port property now owned by the city of Miami.

"I still believe Virginia Key would be an ideal site," Councilman Melvin J. Richard said. He said the proposed Dodge Island port would leave Miami "saddled" with added traffic problems.

Nixon's Here But It's All Hush Hush and Top Secret

By DOM BONAFEDE
Herald Staff Writer

Vice President Richard Nixon arrived in Miami Saturday and acted as shy as a Republican at a Democratic Party fund-raising convention.

NIXON

He tried to sneak into town unannounced and unpublicized — which was highly unlikely.

With all the planning and precision of a major war campaign, a team of secret service agents, airline employes, sheriff's deputies and Port Authority officials shielded the vice president from curious taxpayers and the "unwashed" press.

Behind this "human curtain" of bodyguards, Nixon hustled down the ramp of the commercial airliner which brought him from Washington and jumped into the front seat of a car driven by his Miami buddy, C. G. "Bebe" Rebozo.

Followed by three cars of secret service men, they sped off to Rebozo's Key Biscayne home.

Asked the purpose of Nixon's trip, Rebozo slapped some mustard on his frankfurter and replied:

"He's obviously down here to rest and relax after the hard campaigning he's been doing."

Asked if newsmen could chat with the vice president for a few seconds and snap his picture, Rebozo said it was out of the question, that secret service agents had deemed the visit top secret.

"He's entitled to come down here without being bothered by reporters," commented Rebozo, wiping a smattering of mustard from his lips.

The Port Authority order apparently did not apply to Rebozo, who sidled his baby-blue automobile alongside the plane just before Nixon debarked, the last of a long line of passengers.

Nixon, reeling from wholesale Democratic victories across the country, was still experiencing hard luck.

The rains came as soon as his plane landed.

Nixon In Miami To Lick Wounds

By JACK OSWALD

Vice-President Richard Nixon flew into Miami yesterday, to lick his wounds after the worst Republican election defeat since the days of FDR.

The vice president arrived from Washington aboard a Northeast Airlines plane at 20th Street Airport.

With secret service men in tow, his party transferred directly from the plane to cars waiting on the ramp and whisked off — leaving newsmen and photographers fuming at not being permitted on the field.

Washington sources said Nixon will take on the job of revitalizing the GOP campaign organization, after a fortnight's rest here.

TO KEYS ISLAND?

Where Nixon and party were "holed up" was for the time being a mystery. Management at the Key Biscayne Hotel, where he frequently vacations, emphatically denied any knowledge of his being in town.

However, the secret service agent who accompanies Nixon while traveling did check in at the Key Biscayne.

Nixon's Miami pal, industrialist C. G. "Bebe" Rebozo, wasn't at his Key Biscayne home. This led to speculation that he had taken Nixon down to the Rebozo estate on a private island in the upper Keys.

VICE-PRESIDENT NIXON

A fisherman friend of the Rebozos recalled a time he and some buddies had landed on the island for a swim. They had just hung their clothes on a convenient limb and dived in when a seaplane swooped down on the calm inlet.

QUITE A SHOCK

"It was quite a shock to see Bebe and Nixon step out," he said.

Nixon visited here last in September, during the election campaign. He spoke at a Southwest Kiwanis Club meeting, played golf at the Riviera Country Club, and otherwise relaxed.

Late this month Nixon is scheduled to travel to London to represent President Eisenhower at the dedication of the new American chapel in St. Paul's Cathedral. Plans to include other European countries in the visit were dropped near the end of the election campaign.

The next few weeks, prior to the opening of the 86th Congress in January, will see the vice-president — as top man in his party next to the President — shuffling Republican strategy, tactics and personnel to put new life into the organization.

Nixon Back, Then Off On Fishing Trip

Vice President Richard Nixon today was fishing in Miami waters, relaxing, and resting up, after an unannounced arrival.

Traveling with his 10-year-old daughter, Julie, he was registered at Key Biscayne Hotel, his usual quarters during Miami area visits.

He was seen dining at a club last night in company of a party including C. G. "Bebe" Rebozo, 490 Bay Lane, Key Biscayne, an investor who is a close friend and associate of the vice president.

Looking tired and pale, Nixon reportedly has been spending much time sun-bathing, skipping his usual golf dates because of a recent rib injury.

The Miami Herald

2-B THE MIAMI HERALD

That's Picking the Right Spots

C. G. (BEBE) REBOZO, friend of important politicians, is one of those lucky fellows who happens to pick up real estate in the most opportune places. He owns a sizeable chunk on the lower keyes, where the new county causeway will go. And he has an interest in Fisher Island, which would be right next to the Dodge Island port, if the city builds one there.

* * *

THE MIAMI NEWS, Sunday, Dec. 29, 1957

Nixon Does Miami As Mr. Tourist

What does a vice-president do when he vacations in Miami?

For Richard M. Nixon it's mostly a time of relaxation.

His favorite spot is a two-story villa on Key Biscayne. It's like living in a house, but he has all the convenience of hotel service.

Strolls Along Beach

If the weather is nice, he usually has breakfast at poolside at the adjoining Key Biscayne Hotel. Then he goes for a walk along the beach, ranging as far as a mile.

People stop him occasionally to shake hands, but for the most part guests respect his privacy.

He likes to play golf for exercise and sometimes he and his longtime friend, C. G. (Bebe) Rebozo toss a football around.

Dines Out Often

In the evening he and Mr Rebozo frequently are seen at well-known area restaurants. He has a particular place he likes for spaghetti; another for seafood and another for steak.

THE MIAMI NEWS

Monday, November 11, 1957

Nixon Dines With Rebozo

Miamians who dined last night at Don Julio's Restaurant on NE 20th Street were surprised to recognize Vice-President Nixon at a table.

Mr. Nixon was in the company of C. G. Rebozo, who has been the vice-president's companion on several of Mr. Nixon's visits here. Secret Service men also were in the party.

THE MIAMI HERALD · Friday, March 8, 1957

Biscayne Dike Plan To Be Aired

A plan to build a dike across Biscayne Bay will be aired Monday at Miami Beach.

The U.S. Corps of Engineers has called the public hearing for 10 a.m. in the Municipal Office Building next door to the Miami Beach Auditorium, 1700 Washington Ave.

Purpose of the session is "to consider the need for protective measures to prevent hurricane tides from flooding the Miami area."

A map sent out with the notice shows a "possible levee location."

It runs due east from Point View, on the mainland north of SE 15th Rd., then angles up to the north side of Fisher Island.

Such a dike presumably could be used as the roadbed for a causeway to Fisher Island.

The map also shows how high water rose at various points around the bay after the hurricane of Sept. 22, 1926. The storm tide was more than 10 feet above mean low water level at the mouth of the Miami River, according to the sketch.

Foes Show Up at Hearing

Cold Water Dashed on Dike

By JOHN B. McDERMOTT
Herald Political Writer

Hurricane protection?

There were virtually no takers Monday from Greater Miamians as Army engineers outlined tentative plans for construction of a dike across Biscayne Bay and an expanded beachfront to dissipate hurricanes.

Only about 30 showed up for a public hearing at Miami Beach—and most of those expressed either apprehension or objections to the levee plan.

Oscar Rawls, assistant chief of planning from the U. S. Engineers office at Jacksonville, stressed repeatedly that the military is not attempting to force anything on the people here.

He said that if the people here don't want the federal money being offered on a cooperative basis for hurricane fighting, it can be put to good use in North Carolina, New England, New Orleans and other places.

The proposed dike would be built across Biscayne Bay from Point View, just south of the mouth of the Miami River, to Fisher Island, adjacent to Government Cut off the south end of Miami Beach.

Widening of the beachfront along Miami Beach would be in the form of sand fill to extend the beaches seaward thereby creating a long, gentle slope on which hurricane waves could break.

The big fears expressed by Greater Miami engineers, politicians, real estate men and private citizens were these:

THE AREA south of the dike—Key Biscayne, Virginia Key, the southwest section of Miami and Coral Gables—might be jeopardized by flood waters piling up and spilling back into that section.

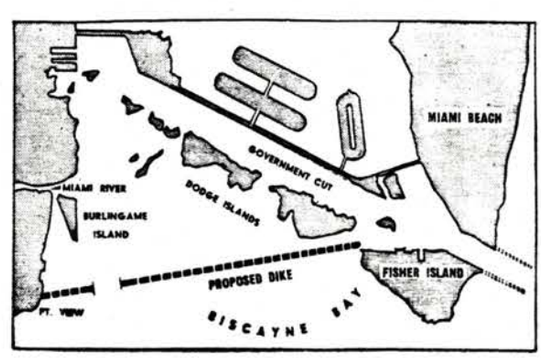
FISHER'S ISLAND, recently purchased by an influential group of businessmen with an eye to development, might be flooded more than normally during a hurricane.

A counter-question was asked by Nat Ratner, real estate salesman and hotel owner, as to whether the dike plan had been initiated by the business interests who own property on Fisher Island.

Questioned whether the plan might include building a roadway atop the dike to link the island with the mainland, thereby greatly enhancing its value.

Lt. Col. C. Craig Cannon, deputy district engineer, offered assurances that there was no collusion with any business interests—that the dike location was merely a tentative suggestion.

The engineers said they will build a model of the Biscayne Bay area to experiment further with hurricane winds.



REAL ESTATE MORTGAGE DEED

THIS REAL ESTATE MORTGAGE DEED, Made the 7th day of February, 1957, by MUTUAL FINANCE SERVICE OF HIALEAH, INC., a corporation organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Mortgagor, and GARFIELD A. WOOD, of the County of Dade and State of Florida, hereinafter called the Mortgagee,

W I T N E S S E T H:

The Mortgagor has borrowed from, and is indebted to, said Mortgagee, in the sum of ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS ($1,450,000.00), secured by and to be paid according to the terms and conditions of this Mortgage and that certain Note of even date herewith, executed and delivered by said Mortgagor in said amount, and made payable to the order of said Mortgagee, together with interest as therein provided; principal and interest to be paid as specified in said Note, final payment of said principal and interest, if not sooner made, to be due and payable on the 7th day of February, 1962, said principal and interest to bear interest at the rate of Eight Per Centum (8%) per annum, after maturity, whether upon acceleration or in due course.

(DOCUMENTARY STAMPS REQUIRED BY STATE LAW HAVE BEEN AFFIXED TO THE ORIGINAL NOTE SECURED HEREBY AND DULY CANCELLED.)

NOW, THEREFORE, in consideration of said loan and for the purpose of further securing payment to the Mortgagee of the same, as represented by the aforementioned Note, and to secure the performance of the covenants

Received 2900.00 payment of taxes due on Class "C" Intangible Personal Property, pursuant to Chapter 29724, Laws of Florida Acts of 1941.
EARNEST OVERSTREET, Tax Collector, Dade Co., Fla.
E. B. LEATHERMAN, Clerk, as Agent
30347 2/7/57 Deputy

and agreements hereinbefore and hereinafter expressed, and for other good and valuable consideration, the said Mortgagor does grant, bargain, sell, and convey unto said Mortgagee, his heirs, personal representatives and assigns, all of those certain parcels of land situate, lying and being in the County of Dade, State of Florida, to-wit:

PARCEL I

That part of Harbor Terminal, an island situated in the County of Dade and State of Florida, being part of Sections 9 and 10, Township 54 South and Range 42 East in said County and State, more particularly described as follows:

From a concrete monument designated as Monument "F", which is 1,153 feet West and 2,102 feet South of the Northeast Corner of the Northwest Quarter of Section 10, Township 54 South, Range 42 East and on the Southern boundary line of the United States Government Reservation, being the point of beginning of the tract to be described, run North 65° 13' West along said Southerly boundary a distance of eight hundred eighty-four and eighty-four hundredths (884.84) feet to a concrete monument; thence North 24° 48' East along the Westerly boundary of the United States Government Reservation a distance of four hundred (400) feet; thence South 88° 12' 40" West a distance of eight hundred ninety-four and twenty hundredths (894.20) feet; thence South 88° 04' West a distance of one hundred (100) feet to the Northeast corner of the Belcher Oil Company property; thence South 1° 56' East a distance of five hundred twenty (520) feet; thence South 88° 04' West a distance of two hundred (200) feet; thence North 1° 56' West a distance of five hundred twenty (520) feet; thence South 88° 04' West a distance of two thousand two hundred seventy-five (2275) feet, more or less, to a point on the Eastern side of the "Lemon City" channel, said point being the Northwest corner of the property described in Trustees of the Internal Improvement Fund of the State of Florida Deed No. 16936 to The Alton Beach Realty Company, dated August 6, 1920, and recorded in Deed Book 230 at

page 5 of the Public Records of Dade County, Florida; thence run South 9° 50' East, a distance of six hundred fifty (650) feet along the Eastern side of said channel to a point; thence South 50° 50' East a distance of three thousand ninety-five (3095) feet; thence North 39° 10' East a distance of four hundred fifty-one and thirty-five hundredths (451.35) feet; thence South 72° 30' East a distance of two hundred nine and eighty-two hundredths (209.82) feet to a point; said point being the intersection of a line, parallel with and one hundred ninety-five feet distant southeasterly from aforementioned 451.35 foot boundary running North 39° 10' East, with the southwesterly line of a 50-foot Right-of-Way easement from the intersection of Fifth Street and "D" Street as shown upon the Plat of Commercial Subdivision of Harbor Terminal, as recorded in Plat Book 23, at Page 67 of the Public Records of Dade County, Florida, to Wm. K. Vanderbilt Property, as said easement is described in description of Tract 9, as recorded in Deed Book 2630 at Page 99 of the said Public Records; thence run North 39° 10' East a distance of 0.780 feet to a point, said point being the intersection of the last mentioned course with the arc of a circular curve, said curve having a radius of 300 feet from a center which is 48.74 feet southeast of the Northwest Corner and on the Northerly property line of the original Vanderbilt lot (namely 225 x 250 feet), thence deflecting to the right, run along the arc of said circular curve a distance of five hundred forty-two and sixty-seven hundredths (542.67) feet, said arc subtending a central angle of 103° 38' 35" to the point of tangency, thence run South 31° 33' 30" West a distance of forty and seven hundredths (40.07) feet to a point, said point being at the intersection of the last mentioned course with the North property line of the original Vanderbilt lot produced; thence continue along the last mentioned course (South 31° 33' 30" West) a distance of one hundred forty-five feet, plus or minus, to the high-water line of the Atlantic Ocean; thence run easterly and northeasterly meandering said high-water line of the Atlantic Ocean to the point where said shore line intersects the Southern boundary line of the United States Government Reservation; thence run North 65° 13' West, along said boundary line to Monument "F", the point of beginning, together with riparian rights and water privileges, if any, adjacent, appurtenant or belonging thereto; but excluding from said tract all of the COMMERCIAL SUBDIVISION OF HARBOR TERMINAL as shown on plat thereof recorded in Plat Book 23, page 67, of the Public Records of Dade County, Florida; LESS that certain property conveyed to Belcher Oil Company by Deed dated May 16, 1950, recorded in Deed Book 3284 at page 21 of the Public Records of Dade County, Florida; also less that certain property conveyed to Belcher Construction Company by Deed dated June 19, 1954, recorded in

Deed Book 3937 at page 436 of the Public Records of Dade County, Florida; also less that certain parcel of land situate, lying and being North of Norris Cut in the North One-half of the West One-half of the West One-half of the Southwest One-quarter of Fractional Section 10, and in the North One-half of the East One-half of the East One-half of the Southeast One-quarter of Fractional Section 9, all in Township 54 South, Range 42 East, in Dade County, Florida, being more particularly described as follows:

From the Northwestern Corner of the property of the Peninsula Terminal Company, described in Trustees Internal Improvement Fund, State of Florida, Deed No. 16936, as recorded in Deed Book 230 at page 5 of the Public Records of Dade County, Florida, run South 9° 50' East a distance of six hundred fifty (650) feet along the Eastern side of the "Lemon City" channel; thence run South 50° 50' East along the Northeasterly line of Norris Cut, a distance of three thousand ninety-five (3095) feet to the point of beginning of the parcel of land herein described, said point of beginning being the identical point of beginning as described in description of Tract No. 7, as recorded in Deed Book 2630 at page 99 of the Public Records of Dade County, Florida; thence run North 39° 10' East a distance of four hundred fifty-one and thirty-five hundredths (451.35) feet to a point, said point being the intersection of the last mentioned course with the Southwesterly line of a fifty (50) foot right-of-way easement, from Fifth Street, Commercial Subdivision, as recorded in Plat Book 23 at page 67 of the Public Records of Dade County, Florida, to Wm. K. Vanderbilt property, Harbor Terminal, as said easement is described in description of Tract 9, as recorded in Deed Book 2630 at page 99 of said Public Records; thence run North 72° 30' West along the Southwesterly line of the aforementioned easement, a distance of three hundred forty-seven and twenty-one hundredths (347.21) feet to the point of curvature (P.C.) of a circular curve; thence run Northwesterly along the Southwesterly line of said easement along the arc of a circular curve deflecting to the right, having for its elements a central angle of 19° 1' 35", a radius of one thousand thirty-five and forty-seven hundredths (1035.47) feet a distance of three hundred forty-three and eighty-five hundredths (343.85) feet to a point, thence run South 39° 10' West a distance of two hundred fifty-one and ten hundredths (251.10) feet to a point on the Northeasterly line of Norris Cut; thence run South 50° 50' East along the Northeasterly line of Norris Cut a distance of six hundred fifty-seven and twenty-eight hundredths (657.28) feet to the point of beginning of the parcel of land herein described, containing five (5) acres, more or less.

PARCEL II

The following described lots situate, lying and being in the COMMERCIAL SUBDIVISION OF HARBOR TERMINAL (being part of Harbor Terminal Island), County of Dade, State of Florida, according to the plat thereof recorded in Plat Book 23, at page 67 of the Public Records of Dade County, Florida, to-wit:

Lots 3, 5, 8, 10, 11, 12, 13, 14, 15, 18, 20 and 21 in Block 1;
Lots 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 21 and 22 in Block 2;
Lots 1, 2, 3, 4, 7, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21 and 22 in Block 3;
Lots 1, 2, 3, 4, 5, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31, 32, 34, 35, 36, 40, 41, 42, 43, 44, 45 and 46 in Block 4, and also an undesignated parcel of land lying in said Block 4, between Lots 5 and 12 for which lot numbers 6 to 11, both inclusive have been reserved but not indicated on the plat of record.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, and 22 in Block 5;
Lots 1, 2, 3, 4, 7, 8, 9, 10, 14, 15, 18, 19 and 20 in Block 6, and
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19 and 20 in Block 7;

PARCEL III

All that certain parcel of land situate, lying and being in the S½ of the NW¼ of Fractional Section 10, of Township 54 South, Range 42 East in Dade County, Florida, being more particularly described as follows:

From a concrete monument "F" which is 1153 feet West and 2102 feet South of the NE corner of the NW¼ of Section 10, Township 54 South, Range 42 East, and on the southern boundary line of United States Government Reservation, run N. 65°-13'-00" W. along said southerly boundary 30.0 feet to a point of commencement being on the eastern shore of Biscayne Bay, thence run N. 65°-13'-00" W., a distance of 1653.00 feet to the point of beginning of the parcel of submerged land herein described:

SHUTTS, BOWEN, SIMMONS, PREVATT & JULIAN, ATTORNEYS-AT-LAW, MIAMI, FLA.

From said point of beginning run S. 88°-04-00" W., a distance of 101.42 feet along the northerly line of the property of The Peninsula Terminal Company, described in Trustees Internal Improvement Fund, State of Florida, Deed No. 16936, as recorded in Deed Book 230 at page 5, of the Public Records of Dade County, Florida, to a point, thence run N. 1°-56'-00" W., a distance of 0.715 feet to a point, thence run N. 88°-04'-00" E. along a line parallel to and 0.715 feet distant north from the aforesaid north line of said Peninsula Terminal Company's property, a distance of 100.00 feet to a point, thence run S. 65°-13'-00" E., a distance of 1.59 feet to the point of beginning of the parcel of submerged land herein described, containing 72 square feet, more or less;

PARCEL IV

ALL that certain parcel of land situate, lying and being in the S½ of the NE¼ of Fractional Section 9, Township 54 South, Range 42 East, in Dade County, Florida, being more particularly described as follows:

From a concrete monument "F" which is 1153 feet West and 2102 feet South of the NE corner of the NW¼ of Section 10, Township 54 South, Range 42 East, and on the southern boundary line of the United States Government Reservation; run N. 65°-13'-00" W. along said southerly boundary 30.0 feet to a point of commencement, being on the eastern shore of Biscayne Bay; thence run N. 65°-13'-00" W. a distance of 1653.0 feet to a point, thence run S. 88°-04'-00" W., along the northerly line of the property of The Peninsula Terminal Company, described in Trustees Internal Improvement Fund, State of Florida, Deed No. 16936, as recorded in Deed Book 230 at page 5, of the Public Records of Dade County, Florida; a distance of 901.42 feet to the point of beginning of the parcel of land herein described:

Thence continue S. 88°-04'-00" W. along the said north line of said Peninsula Terminal Company's property, a distance of 1673.58 feet to a point, said point being the NW corner of the said Peninsula Terminal Company's property, conveyed by said Trustees' Deed No. 16936; thence run N. 9°-50'-00" W., a distance of 0.722 feet to a point, thence run N. 88°-04'-00" E. along a line parallel to and 0.715

feet distant north from the said north line of said Peninsula Terminal Company's property, a distance of 1673.68 feet to a point, thence run S. 1°-56'-00" E., a distance of 0.715 feet to the point of beginning of the parcel herein described, containing 1197 square feet, more or less.

TOGETHER WITH all right, title and interest of the Mortgagor in and to that certain Easement assigned by the Mortgagee to the Mortgagor by Assignment of even date herewith, which Easement is dated December 14, 1926, from MIAMI REAL ESTATE COMPANY to THE PENINSULA TERMINAL COMPANY, recorded in Deed Book 1028 at Page 156 of the Public Records of Dade County, Florida, and as evidenced in that certain Resolution No. 17873, passed and adopted by the City Commission of the City of Miami, giving unto MIAMI BEACH BAY SHORE COMPANY, its nominees, successors or assigns, the right to erect a bridge, causeway or part causeway and part bridge, over the property described therein.

TOGETHER WITH all right, title and interest of the Mortgagor in and to that certain Option Agreement of even date herewith, by and between the Mortgagor and Mortgagee, regarding that certain property described in Deed Book 3134 at Page 399 of the Public Records of Dade County, Florida, and that certain property described in Deed Book 3161 at Page 397 of the Public Records of Dade County, Florida, together with that certain five-acre parcel of land adjoining the said property described in Deed Book 3134 at Page 399 of the Public Records of Dade County, Florida, more particularly described in said Option Agreement.

(This is a purchase money mortgage encumbering all of that certain property conveyed by Mortgagee to Mortgagor by that certain Special Warranty Deed, that certain

Quit-Claim Deed, that certain Assignment of Easement, and that certain Option Agreement, of even date herewith.)

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances now or at any time hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor, in and to every part and parcel thereof.

AND ALSO, all of the right, title and interest of the Mortgagor in and to any or all indentures of contracts, agreements, and leases now or hereafter outstanding, and the moneys due and to become due thereunder, covering the hereinabove described property or any part thereof, encumbered hereby.

TO HAVE AND TO HOLD the above granted and described property and contracts, agreements and leases, if any, unto the said Mortgagee, his heirs, legal representatives and assigns forever.

AND THE SAID MORTGAGOR covenants with said Mortgagee, that said Mortgagor is indefeasibly seized in fee simple of said property hereinbefore described, and that said Mortgagor has full power and lawful right to grant, bargain, sell, convey and mortgage said property; that said property is free and unencumbered of and from all charges, judgments, taxes, tax titles or tax certificates, liens, assessments, and encumbrances of whatsoever kind and nature except as may be specifically set forth herein; and that said Mortgagor does specially warrant the

title to all of said property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the Mortgagor.

PROVIDED ALWAYS, that if said Mortgagor shall pay the Note hereinbefore referred to and the indebtedness evidenced thereby, and shall pay all other sums secured by this Mortgage and shall fully perform and comply with all of the covenants and conditions in said Note and in this Mortgage, then this Mortgage shall be void and the estate created hereby shall cease, and the Mortgagee will execute and deliver to the Mortgagor a suitable instrument to be recorded, satisfying and discharging all claims of the Mortgagee under this Mortgage, or the Note secured hereby, the costs of recording same to be paid by the Mortgagor.

AND the said Mortgagor does hereby further covenant, promise and agree to and with the said Mortgagee as follows:

FIRST: The said Mortgagor will pay to said Mortgagee in full the Note hereinbefore referred to and the indebtedness and interest evidenced thereby, and will also pay all other sums secured hereby; and will keep and perform all the covenants and agreements in said Note and in this Mortgage in manner and form as therein set out; and will pay all costs, reasonable charges, abstract fees and expenses, including reasonable attorney's fees, which the Mortgagee may incur or contract to pay in collecting any sum hereby secured, whether by foreclosure or otherwise, or which may be advanced by Mortgagee for the

purpose of protecting or preserving any property encumbered hereby, or in enforcing any covenants herein contained, or as contained in any lease encumbered herewith.

SECOND: So long as any of the indebtedness hereby secured shall remain outstanding and unpaid, the Mortgagor agrees to keep or cause said premises and improvements to be kept in good condition and repair, and to pay or cause to be paid all taxes and assessments and other charges that may be levied or assessed against or upon the same, or the debt hereby secured, as well as any specific mortgage tax or documentary stamps tax now or hereafter imposed by law, Federal or State, upon said obligation or this Mortgage and to pay or cause to be paid all other debts that may become liens upon or charges against said property for repairs or for improvements that are now, or that may hereafter be made thereon, and not to permit any lien to accrue and remain on said premises, or any part thereof, or on the improvements upon the same, which might take precedence over the lien of this Mortgage, and to deposit, on or before April 1st of each year, with said Mortgagee, his heirs, legal representatives, or assigns, duplicate or certified copies of all receipts for payment of taxes, or other evidence of payment of same satisfactory to said Mortgagee.

THIRD: Upon the failure by the Mortgagor to pay or cause to be paid any of said taxes or assessments, prior to any default occurring as to payment of same, or the passage by the State or Federal Government of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the Mortgagee, or upon the rendering by any Florida court of last resort of a decision that an

undertaking by the Mortgagor as herein provided to pay any taxes or assessments is legally inoperative, and such condition continues for a period of thirty (30) days without correction to the satisfaction of the Mortgagee, then and in any such event the debt hereby secured without deductions, shall, at the option of the Mortgagee, become immediately due, payable and collectible, notwithstanding anything contained in this Mortgage or any law heretofore enacted or hereafter enacted.

FOURTH: The Mortgagor shall procure, maintain and deliver, premiums paid, to the Mortgagee, policies of insurance against such hazards on buildings now or hereafter located upon the encumbered property, as the Mortgagee may, from time to time, require, in such company or companies, and in amount and form satisfactory to the Mortgagee.

FIFTH: In the event the Mortgagor fails to keep said encumbered property insured, as may be required from time to time by the Mortgagee, or to pay the taxes or assessments, which may be assessed against the property, or the liens or claims which may accrue thereon, the Mortgagee or his heirs, legal representatives or assigns, are hereby authorized, at his or their election, to insure the same and pay the costs of such insurance, and also to pay said taxes, liens, claims or any part thereof, without said Mortgagee waiving his right of foreclosure for any right hereunder, and the Mortgagor hereby agrees to refund on demand, and under penalty of default, the sum or sums as paid, with interest thereon at the rate of Eight Per Centum (8%) per annum, and any and all costs, reasonable charges, abstract fees, reasonable attorney's fees and other expenses

incurred and/or contracted for in attempting to, or collecting the same, or enforcing the payment thereof, and this Mortgage shall stand as security therefor, and any said sum or sums so paid shall become a part of the indebtedness hereby secured.

SIXTH: If the Mortgagor shall fail to pay or cause to be paid any of said installments mentioned in said Note, or fails to pay any moneys required under said Note and such default continues for a period of fifteen (15) days or if the Mortgagor otherwise defaults (except as hereinafter set forth) under said Note and/or this Mortgage, according to the terms thereof, and such default continues for a period of thirty (30) days, or in the event the Mortgagor shall fail to pay or cause to be paid said taxes or assessments before delinquency thereof, or fails to perform any other act or thing herein required of or agreed by it to be done, the entire indebtedness hereby secured shall thereupon become due and payable and this Mortgage subject to foreclosure, at the option of the Mortgagee, its successors or assigns.

SEVENTH: In case this Mortgage be foreclosed by a proper suit and the mortgaged premises be sold to satisfy a decree of foreclosure, the proceeds of such sale shall be applied as follows: First, to the expenses and costs incurred hereunder, including reasonable attorney's fees for such services as may be necessary in the premises and for the collection of said indebtedness and the foreclosure of this Mortgage; Second, to the payment of whatever sum or sums the Mortgagee may have paid or become liable to pay in carrying out the terms and stipulations of this Mortgage, together with interest thereon; and finally, to the payment

and satisfaction of said Note. The balance, if any, shall, unless the Court decrees otherwise, be paid into the registry of the Court having jurisdiction of said foreclosure suit, to abide the further order of said Court.

EIGHTH: The Mortgagor hereby agrees that the said Note and this Mortgage are to be construed according to the laws of the State of Florida.

NINTH: As further security for payment of the obligation secured by this Mortgage and the faithful performance of all of the covenants of this Mortgage and the Note secured hereby, but without liability on the Mortgagee, except for a proper accounting and use of moneys, if any, derived therefrom, in event of any default under the terms of this Mortgage, the Mortgagee shall have the right to and may collect and receive all rents and/or revenues due or to become due under any and all leases and contracts covering any of the property encumbered hereby, and shall have the right to sue for and collect said rents and/or revenues or any part thereof, and to enforce payment thereof, and to enforce performance of any and all other terms and provisions thereof, including the right to demand and sue for possession of said premises, to re-let said premises, or any part thereof, and collect the rents due under such lease or leases, or revenues under such contracts, and to apply all such rents and revenues, less expenses incurred, toward payment of the Note and indebtedness herein described. No such lease, by reason of this paragraph or by reason of any assignment or for any other reason, shall be construed as being prior to the lien of this Mortgage. It shall be and is optional with this Mortgagee, as to what extent the

provisions of this paragraph shall become effective and/or be enforced, except the right is hereby reserved by the Mortgagor to collect the rentals under any lease and/or revenues under any contract, covering the property encumbered hereby, or any part thereof, only as they accrue under any lease and/or contract and enforce collection of the same and also enforce all other provisions of said lease and/or contract, so long as there is no default on the part of said Mortgagor in any of the conditions, covenants or agreements of said Note or this Mortgage.

TENTH: The entire indebtedness secured by this Mortgage shall become and immediately be due at the option of the Mortgagor if by order of a court of competent jurisdiction, a Receiver or Liquidator or Trustee of the Mortgagor, or of any of its property, shall be appointed and shall not have been discharged within sixty (60) days, or, if, by decree of such Court, the Mortgagor shall be adjudicated bankrupt or insolvent or any of the property shall have been sequestered, and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a petition to reorganize the Mortgagor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the Mortgagor, as now or hereafter in effect, shall be filed against the Mortgagor and shall not be dismissed within sixty (60) days after such filing, or the Mortgagor shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law, or if (without limitation of the generality

of the foregoing), the Mortgagor shall file a petition for an arrangement or to reorganize the Mortgagor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the Mortgagor, as now or hereafter in effect, or if the Mortgagor shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a Receiver, or Trustee, or Liquidator of the Mortgagor, or of all or any part of its property.

ELEVENTH: That upon any default, the Mortgagee may apply at any time to a Court having jurisdiction for the appointment of a Receiver of all and singular the mortgaged property, and of all and singular the rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint such Receiver with the usual power and duties of Receivers in like cases; and such appointment shall be made by such a Court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the security or value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor and that such rents,incomes, profits, issues and revenues, less expenses allowed, shall be applied by such Receiver to the payment of the mortgage indebtedness, or as otherwise ordered by the Court, and no further notice in connection therewith shall be required of the Mortgagee.

TWELFTH: After December 31, 1957, the Mortgagor, if not in default under the terms hereof, or of the Note secured hereby, may obtain, at its expense,release of one

or more of the parcels of property encumbered hereby, as said parcels are designated in the schedule attached to this Mortgage, by making request therefor to the Mortgagee in writing at least thirty (30) days prior to the date on which that particular release is desired, and by making payment to the Mortgagee at the time of such release of an amount therefor in accordance with the following:

Parcel No. 1	$120,000
Parcel No. 2	500,000
Parcel No. 3	750,000
Parcel No. 4	120,000
Parcel No. 5	240,000
Parcel No. 6	240,000
Parcel No. 7	280,000

together with interest upon the unpaid principal balance of this Mortgage indebtedness to date of such prepayment, as provided in the Note secured hereby.

As and when the principal indebtedness secured hereby is reduced by an amount equal to the sum necessary to release a particular parcel, as hereinabove set forth, the Mortgagor may thereupon obtain release of such parcel from the Mortgagee, provided the Mortgagor is not then in default under the terms hereof, or of the Note secured hereby. This privilege is, and shall be, cumulative, so that if an installment or installments under the Note secured hereby has or have been paid by the Mortgagor without obtaining a release or releases in connection therewith, Mortgagor, if not then in default under the terms hereof, or of the Note secured hereby, may obtain from the Mortgagee the release of a parcel or combination of parcels, whose sum for release, as hereinabove set forth, does not exceed, the installment or installments so paid.

THIRTEENTH: That the Mortgagor further agrees that this Mortgage Deed is intended by the parties to secure and does and shall secure the payment fully and completely of any and all sums of money herein described and any and all extension or extensions; renewal or renewals, with interest thereon, of the said Note secured hereby, either in full or in part, and any such extension or extensions, renewal or renewals shall be subject to all the covenants, conditions, agreements and stipulations in this Mortgage Deed contained.

FOURTEENTH: This Mortgage is subject only to matters specifically mentioned herein and no party shall acquire any interest or right in said property or in the use thereof which could be construed as a prior lien hereto without the consent of the Mortgagee made in writing by an instrument of like and equal dignity hereto, and only then, if such document is duly and properly recorded in the Public Records of Dade County, Florida.

FIFTEENTH: No enumeration of special rights or powers by any provisions of this Mortgage shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in the Mortgagee by virtue of the laws of the State of Florida.

SIXTEENTH: The Mortgagee, his heirs, legal representatives or assigns, shall and may from time to time, and at all times after default shall be made in the performance of the provisions or conditions herein contained, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the above granted and bargained

premises, with the appurtenances, without the let, suit, trouble, hindrance or denial of the Mortgagor or of any other person or persons whatsoever.

SEVENTEENTH: The term Mortgagor and all pronouns used in connection therewith shall be construed to include the singular and the plural, and the masculine and the feminine or the neuter, and also the heirs, executors, administrators, legal representatives, successors and assigns of the Mortgagor and that all of the covenants and agreements of the Mortgagor shall extend to and be binding upon all said persons and shall inure to the benefit of the Mortgagee, his heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the said MUTUAL FINANCE SERVICE OF HIALEAH, INC. has caused this instrument to be executed in its corporate name by its officers thereunto duly authorized, and its corporate seal to be hereto affixed, the day and year first above written.

In the presence of: MUTUAL FINANCE SERVICE OF HIALEAH, INC.

John L. Chowning By Thomas H. Wakefield
President

Juanita Barrett Attest Helen Eckhoff
Secretary

SCHEDULE OF PARCELS OF PROPERTY ENCUMBERED BY THAT CERTAIN MORTGAGE DATED FEBRUARY , 1957, BY AND BETWEEN MUTUAL FINANCE SERVICE OF HIALEAH, INC., A FLORIDA CORPORATION, AS MORTGAGOR, AND GARFIELD A. WOOD AS MORTGAGEE, REFERRED TO IN THE PARTIAL RELEASE PROVISION THEREOF (SECTION TWELFTH)

Parcel 1 That part of Harbor Terminal, an Island situated in the County of Dade and State of Florida, located in Section 10, Township 54 South, Range 42 East, more particularly described as follows:

From a concrete monument designated as Monument "F", which is 1153 feet West and 2102 feet South of the Northeast Corner of the Northwest Quarter of Section 10, Township 54 South, Range 42 East, and on the Southern boundary line of the United States Government Reservation, run North 65 degrees 13 minutes West along said Southern boundary, a distance of 884.84 feet to the point of beginning; thence North 24 degrees 47 minutes East along the Western boundary of the United States Government Reservation, a distance of 400 feet; thence South 88 degrees 12 minutes 40 seconds West, a distance of 894.20 feet, thence South 88 degrees 4 minutes West a distance of 100 feet to the Northeast Corner of the Belcher Oil Company property; thence South 1 degree 56 minutes East a distance of 520 feet; thence Easterly along the North line of "B" Street as the said Street is shown upon the Plat of Commercial Subdivision of Harbor Terminal, recorded in Plat Book 23 at page 67, to the point of intersection with the East line of First Street, as said Street is shown upon the aforesaid Plat, thence Northerly along the said East line of First Street produced Northerly to the point of intersection with the Southern boundary line of the United States Government Reservation, thence Northwesterly along the Southern boundary line of the United States Government Reservation, to the point of beginning.

Parcel 2 That part of Harbor Terminal, an Island situated in the County of Dade and State of Florida, located in Section 10, Township 54 South, Range 42 East, more particularly described as follows:

From a concrete monument designated as Monument "F", which is 1153 feet West and 2102 feet South of the Northeast Corner of the Northwest Quarter of Section 10, Township 54 South, Range 42 East, and on the Southern boundary line of the United States Government Reservation, being the point of beginning of the Tract to be described, run North 65 degrees 13 minutes

West along said Southern boundary, to the point of intersection with the East line of First Street produced Northerly, as the said Street is shown upon the Plat of Commercial Subdivision of Harbor Terminal, in Plat Book 23 at page 67 of the Public Records of Dade County, Florida; thence Southerly along said East line produced Northerly and along the East line of said First Street to a point 145 feet North of the Southeast Corner of the intersection of "D" Street and First Street as said Southeast Corner is shown upon the said Plat of Commercial Subdivision of Harbor Terminal, thence Easterly along a line parallel to the Southern boundary line of the United States Government Reservation to the high water line of the Atlantic Ocean, thence in a Northeasterly direction, meandering the said high water line to the point of intersection with the Southern boundary line of the United States Government Reservation, thence Northwesterly along said Southern boundary line of the United States Government Reservation to the point of beginning.

Parcel 3 That part of Harbor Terminal, an Island situated in the County of Dade and State of Florida, located in Section 10, Township 54 South, Range 42 East, more particularly described as follows:

From a point on the East line of First Street, as said Street is shown upon the Plat of Commercial Subdivision of Harbor Terminal, recorded in Plat Book 23 at page 67 of the Public Records of Dade County, Florida, 145 feet North of the Southeast Corner of the intersection of First Street and "D" Street, as said Southeast Corner is shown upon the aforesaid Plat, run Southerly along the said East line of First Street to the said Southeast Corner of the intersection of First Street and "D" Street, thence Westerly along the South line of the said "D" Street 1,330 feet to the point of intersection with the Section line between Sections 10 and 9, Township 54 South, Range 42 East, thence South along said Section line to the point of intersection with the Southern boundary line of that certain 50 foot right-of-way easement described in Deed Book 2630 at page 99 of the Public Records of Dade County, Florida, thence Southeasterly along the said Southern boundary line of the said right-of-way easement to the point of inter-

section with the Northwest boundary line of that certain Tract of land described in Deed Book 1328 at page 228 of the Public Records of Dade County, Florida, thence Northeasterly along said last-mentioned course to the point of intersection with the arc of a circular curve, said curve having a radius of 300 feet from a center which is 48.74 feet Southeast of the Northwest Corner and on the Northerly property line of the original Vanderbilt lot (namely, 225 x 250 feet), thence deflecting to the right, run along the arc of said circular curve a distance of 542.67 feet, said arc subtending a central angle of 103 degrees 38 minutes 35 seconds to the point of tangency, thence run South 31 degrees 33 minutes 30 seconds West a distance of 40.07 feet to a point, said point being at the intersection of the last-mentioned course, with the North property line of the original Vanderbilt lot produced Southeasterly, thence continue along the last-mentioned course South 31 degrees 33 minutes 30 seconds West a distance of 145 feet plus or minus to the high water line of the Atlantic Ocean; thence run Easterly and Northeasterly, meandering said high water line of the Atlantic Ocean to the point where said high water line intersects the Southerly boundary line of the above mentioned Parcel 2, thence Northwesterly along said Southerly boundary line to point of beginning.

Parcel 4 That part of Harbor Terminal, an Island situated in the County of Dade and State of Florida, located in Section 9, Township 54 South, Range 42 East, more parcitularly described as follows:

From the point of intersection of the South line of "D" Street, as shown upon the Plat of Commercial Subdivision of Harbor Terminal, recorded in Plat Book 23 at page 67, with the Section line between Section 9 and Section 10, Township 54 South, Range 42 East, said point of intersection being 1,330 feet Westerly from the Southeast Corner of the intersection of "D" Street and First Street, as said Southeast Corner is shown upon the aforesaid Plat, as measured along the South line of said "D" Street, run South along said Section line to the point of intersection with the Southern boundary line of that certain right-of-way easement in Deed Book 2630 at page 99 of the Public Records of Dade County, Florida, thence Westerly along the said Southern boundary line of said right-of-way easement to the point of intersection with a line parallel to and 657.28 feet distant from the Northwestern boundary line

of that certain parcel of land described in Deed Book 1854 at page 406 of the Public Records of Dade County, Florida, thence South 39 degrees 10 minutes West a distance of 251.1 feet to the Northeasterly line of Norris Cut, or, the Southwesterly line of Harbor Terminal Island, thence run North 50 degrees 50 minutes West along said Southwesterly line of Harbor Terminal Island a distance of 540 feet to the point of intersection with the North line of the Southeast Quarter of Section 9, Township 54 South, Range 42 East, thence Northeasterly along a line perpendicular to the said Southwesterly line of Harbor Terminal Island to the point of intersection with the West line of Fifth Street, as said Street is shown upon the said Plat of Commercial Subdivision of Harbor Terminal, thence Southerly along said West line of Fifth Street to the Southwest Corner of the intersection of Fifth Street and "D" Street, as said Southwest Corner is shown upon said Plat of Commercial Subdivision of Harbor Terminal, thence Easterly along the South line of said "D" Street to point of beginning.

Parcel 5 That part of Harbor Terminal, an Island situated in County of Dade and State of Florida, located in Section 9, Township 54 South, Range 42 East, more particularly described as follows:

From the point of intersection of the Southwesterly line of said Island, with the North line of the Southeast Quarter of Section 9, Township 54 South, Range 42 East, run Northwesterly along said Southwesterly line of said Island to the point of intersection with the North line of "B" Street produced Westerly, as said "B" Street is shown upon the Plat of Commercial Subdivision of Harbor Terminal, recorded in Plat Book 23 at page 67 of the Public Records of Dade County, Florida, thence Easterly along the said North line of said "B" Street produced Westerly to the point of intersection with the West line of Fifth Street, as said Fifth Street is shown upon the said Plat, thence Southerly along said West line of Fifth Street to the Northwestern boundary line of Parcel 4, as above described, thence Southwesterly along the said Northwestern boundary line of Parcel 4 to the point of beginning.

Parcel 6 That part of Harbor Terminal, an Island situated in the County of Dade and State of Florida, located in Section 9, Township 54 South, Range 42 East, more particularly described as follows:

From the point of intersection of the Southwesterly line of said Island, with the North line of "B" Street produced Westerly, as said Street is shown upon the Plat of Commercial Subdivision of Harbor Terminal, recorded in Plat Book 23 at page 67, run Northwesterly along said Southwesterly line of said Island to the Northwest Corner of the said Island, thence Easterly along the Northerly line of said Island to the Northwest Corner of that certain property conveyed to Belcher Construction Company by instrument recorded in Deed Book 3937 at page 436 of the Public Records of Dade County, Florida, thence Southerly along the West boundary line of said Belcher Construction Company property to the point of intersection with the North line of said "B" Street produced Westerly, thence Westerly along the said North line of "B" Street produced Westerly to the point of beginning.

Parcel 7 The following described lots situate, lying and being in the COMMERCIAL SUBDIVISION OF HARBOR TERMINAL (being part of Harbor Terminal Island), County of Dade, State of Florida, according to the plat thereof recorded in Plat Book 23, at page 67 of the Public Records of Dade County, Florida, to-wit:

Lots 3, 5, 8, 10, 11, 12, 13, 14, 15, 18, 20 and 21 in Block 1;
Lots 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 21 and 22 in Block 2;
Lots 1, 2, 3, 4, 7, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21 and 22 in Block 3;
Lots 1, 2, 3, 4, 5, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31, 32, 34, 35, 36, 40, 41, 42, 43, 44, 45 and 46 in Block 4, and also an undesignated parcel of land lying in said Block 4, between Lots 5 and 12 for which lot numbers 6 to 11, both inclusive have been reserved but not indicated on the plat of record.
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21 and 22 in Block 5;
Lots 1, 2, 3, 4, 7, 8, 9, 10, 14, 15, 18, 19 and 20 in Block 6, and
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19 and 20 in Block 7.

I, E. B. LEATHERMAN, Clerk of the Circuit Court, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Pages 141 thru 163 only of Mortgage filed in my office on the 2 day of Feb. 1957 and recorded in Mtg Book No. 65 at Page 141

WITNESS my hand and official seal on this the 8 day of March A. D. 1957

E. B. LEATHERMAN, Clerk Circuit Court

By H. F. Reese D.C.

SPECIAL WARRANTY DEED

THIS INDENTURE, Made this 7th day of February, A. D. 1957, between GARFIELD A. WOOD, a single man, of the County of Dade and State of Florida, party of the first part, and MUTUAL FINANCE SERVICE OF HIALEAH, INC., a corporation organized and existing under the laws of the State of Florida, whose address is 609 Ainsley Building, Miami, Florida,
party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Dade and State of Florida, more particularly described as follows:

PARCEL I

That part of Harbor Terminal, an island situated in the County of Dade and State of Florida, being part of Sections 9 and 10, Township 54 South and Range 42 East in said County and State, more particularly described as follows:

From a concrete monument designated as Monument "F", which is 1,153 feet West and 2,102 feet South of the Northeast Corner of the Northwest Quarter of Section 10, Township 54 South, Range 42 East and on the Southern boundary

line of the United States Government Reservation, being the point of beginning of the tract to be described, run North 65° 13' West along said Southerly boundary a distance of eight hundred eighty-four and eighty-four hundredths (884.84) feet to a concrete monument; thence North 24° 47' East along the Westerly boundary of the United States Government Reservation a distance of four hundred (400) feet; thence South 88° 12' 40" West a distance of eight hundred ninety-four and twenty hundredths (894.20) feet; thence South 88° 04' West a distance of one hundred (100) feet to the Northeast corner of the Belcher Oil Company property; thence South 1° 56' East a distance of five hundred twenty (520) feet; thence South 88° 04' West a distance of two hundred (200) feet; thence North 1° 56' West a distance of five hundred twenty (520) feet; thence South 88° 04' West a distance of two thousand two hundred seventy-five (2275) feet, more or less, to a point on the Eastern side of the "Lemon City" channel, said point being the Northwest corner of the property described in Trustees of the Internal Improvement Fund of the State of Florida Deed No. 16936 to The Alton Beach Realty Company, dated August 6, 1920, and recorded in Deed Book 230 at page 5 of the Public Records of Dade County, Florida; thence run South 9° 50' East, a distance of six hundred fifty (650) feet along the Eastern side of said channel to a point; thence South 50° 50' East a distance of three thousand ninety-five (3095) feet; thence North 39° 10' East a distance of four hundred fifty-one and thirty-five hundredths (451.35) feet; thence South 72° 30' East a distance of two hundred nine and eighty-two hundredths (209.82) feet to a point, said point being the intersection of a line, parallel with and one hundred ninety-five feet distant southeasterly from aforementioned 451.35 foot boundary running North 39° 10' East, with the southwesterly line of a 50 foot Right-of-Way easement from the intersection of Fifth Street and "D" Street as shown upon the Plat of Commercial Subdivision of Harbor Terminal, as recorded in Plat Book 23, at Page 67 of the Public Records of Dade County, Florida, to Wm. K. Vanderbilt Property, as said easement is described in Description of Tract 9, as recorded in Deed Book 2630 at Page 99 of the said Public Records; thence run North 39° 10' East a distance of 0.780 feet to a point, said point being the intersection of the last mentioned course with the arc of a circular curve, said curve having a radius of 300 feet from a center which is 48.74 feet southeast of the Northwest Corner and on the Northerly property line of the original Vanderbilt lot (namely 225 x 250 feet), thence deflecting to the right, run along the arc of said circular curve a distance of five hundred forty-two and

sixty-seven hundredths (542.67) feet, said arc subtending a central angle of 103° 38' 35" to the point of tangency, thence run South 31° 33' 30" West a distance of forty and seven hundredths (40.07) feet to a point, said point being at the intersection of the last mentioned course with the North property line of the original Vanderbilt lot produced; thence continue along the last mentioned course (South 31° 33' 30" West) a distance of one hundred forty-five feet, plus or minus, to the high-water line of the Atlantic Ocean; thence run easterly and northeasterly meandering said high-water line of the Atlantic Ocean to the point where said shore line intersects the Southern boundary line of the United States Government Reservation; thence run North 65° 13' West, along said boundary line to Monument "F", the point of beginning, together with riparian rights and water privileges, if any, adjacent, appurtenant or belonging thereto; but excluding from said tract all of the COMMERCIAL SUBDIVISION OF HARBOR TERMINAL as shown on plat thereof recorded in Plat Book 23, page 67, of the Public Records of Dade County, Florida; LESS that certain property conveyed to Belcher Oil Company by Deed dated May 16, 1950, recorded in Deed Book 3284 at page 21 of the Public Records of Dade County, Florida; also less that certain property conveyed to Belcher Construction Company by Deed dated June 19, 1954, recorded in Deed Book 3937 at page 436 of the Public Records of Dade County, Florida; also less that certain parcel of land situate, lying and being North of Norris Cut in the North One-half of the West One-half of the West One-half of the Southwest One-quarter of Fractional Section 10, and in the North One-half of the East One-half of the East One-half of the Southeast One-quarter of Fractional Section 9, all in Township 54 South, Range 42 East, in Dade County, Florida, being more particularly described as follows:

From the Northwestern Corner of the property of the Peninsula Terminal Company, described in Trustees Internal Improvement Fund, State of Florida, Deed No. 16936, as recorded in Deed Book 230 at page 5 of the Public Records of Dade County, Florida, run South 9° 50' East a distance of six hundred fifty (650) feet along the Eastern side of the "Lemon City"channel; thence run South 50° 50' East along the Northeasterly line of Norris Cut, a distance of three thousand ninety-five (3095) feet to the point of beginning of the parcel of land herein described, said point of beginning being the identical point of beginning as described in description of Tract No. 7, as recorded in Deed Book 2630 at page 99 of the Public Records of Dade County, Florida; thence run North 39° 10' East a distance of four hundred fifty-one

and thirty-five hundredths (451.35) feet to a point, said point being the intersection of the last mentioned course with the Southwesterly line of a fifty (50) foot right-of-way easement, from Fifth Street Commercial Subdivision, as recorded in Plat Book 23 at page 67 of the Public Records of Dade County, Florida, to William K. Vanderbilt property, Harbor Terminal, as said easement is described in description of Tract 9, as recorded in Deed Book 2630 at page 99 of said Public Records; thence run North 72° 30' West along the Southwesterly line of the aforementioned easement, a distance of three hundred forty-seven and twenty-one hundredths (347.21) feet to the point of curvature, (P.C.) of a circular curve; thence run Northwesterly along the Southwesterly line of said easement along the arc of a circular curve deflecting to the right, having for its elements a central angle of 19° 1' 35", a radius of one thousand thirty-five and forty-seven hundredths (1035.47) feet a distance of three hundred forty-three and eighty-five hundredths (343.85) feet to a point, thence run South 39° 10' West a distance of two hundred fifty-one and ten hundredths (251.10) feet to a point on the Northeasterly line of Norris Cut; thence run South 50° 50' East along the Northeasterly line of Norris Cut a distance of six hundred fifty-seven and twenty-eight hundredths (657.28) feet to the point of beginning of the parcel of land herein described, containing five (5) acres more or less.

PARCEL II

The following described lots situate, lying and being in the COMMERCIAL SUBDIVISION OF HARBOR TERMINAL (being part of Harbor Terminal Island), County of Dade, State of Florida, according to the plat thereof recorded in Plat Book 23, at page 67 of the Public Records of Dade County, Florida, to-wit:

Lots 3, 5, 8, 10, 11, 12, 13, 14, 15, 18, 20, and 21 in Block 1;
Lots 2, 3, 4, 6, 7, 10, 11, 13, 14, 15, 16, 17, 18, 21 and 22 in Block 2;
Lots 1, 2, 3, 4, 7, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21 and 22 in Block 3;
Lots 1, 2, 3, 4, 5, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 30, 31, 32, 34, 35, 36, 40, 41, 42, 43, 44, 45 and 46 in Block 4, and also an undesignated parcel of land lying in

said Block 4, between Lots 5 and 12 for which lot numbers 6 to 11, both inclusive have been reserved but not indicated on the plat of record.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21 and 22 in Block 5;

Lots 1, 2, 3, 4, 7, 8, 9, 10, 14, 15, 18, 19 and 20 in Block 6, and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19 and 20 in Block 7;

TOGETHER WITH improvements and fixtures attached thereto, less all personal property thereon;

ALSO TOGETHER WITH all rights of the party of the first part in, but subject to, restrictions, reservations, limitations, rights-of-way, dedications and easements, pertaining to said property, matters of survey, zoning ordinances applicable thereto and taxes for the year 1957 and years subsequent thereto; SUBJECT ALSO to all rights of the party of the first part in and to all rights-of-way, dedications and easements, pertaining to and concerned with the use and enjoyment of the property owned by the party of the first part, located South of COMMERCIAL SUBDIVISION OF HARBOR TERMINAL as said Subdivision is shown upon the Plat thereof recorded in Plat Book 23 at Page 67, of the Public Records of Dade County, Florida, which is not herein conveyed.

SUBJECT TO purchase money mortgage of even date herewith, in the amount of $1,450,000.00.

AND the party of the first part does hereby specially warrant unto the party of the second part, that the party of the first part will defend the title to the property herein conveyed against the lawful claims of title by any person or persons claiming by, through or under the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Garfield K. Wood (SEAL)
GARFIELD K. WOOD

Juanita Barrett

John S. Channing

SHUTTS, BOWEN, SIMMONS, PREVATT & JULIAN, ATTORNEYS-AT-LAW, MIAMI, FLA.

STATE OF FLORIDA }
} SS:
COUNTY OF DADE }

February 7, 1957

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared GARFIELD A. WOOD, to me well known to be the person described in and who executed the foregoing Special Warranty Deed, and acknowledged before me that he executed the foregoing Special Warranty Deed voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal at Miami, in said County and State, the day and year last above mentioned.

JUANITA BARRETT NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Juanita Barrett
Notary Public, State of Florida
at Large

My Commission expires: Dec. 8, 1958

State of Florida, County of Dade.
This instrument was filed for record the 7 day of Feb
1957 at 2:48 M. and duly recorded in OFFICIAL RECORDS
Book 65 on Page 210
File No. 66-22945
E. B. LEATHERMAN
Clerk, Circuit Court
By D. Dugan D.C.

SHUTTS, BOWEN, SIBLEY, PREVATT & JULIAN, ATTORNEYS-AT-LAW, MIAMI, FLA.

I, E. B. LEATHERMAN, Clerk of the Circuit Court, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Special Warranty Deed filed in my office on the 7 day of Feb. 1957 and recorded in Official Records Book No. 65 at Page 205

WITNESS my hand and official seal on this the 4 day of March A. D. 1957

E. B. LEATHERMAN, Clerk Circuit Court

By H. F. Reese D.C.

NAT RATNER
Real Estate · Investments

MIAMI BEACH FEDERAL BUILDING
LINCOLN ROAD AT WASHINGTON
MIAMI BEACH, FLORIDA
TELEPHONE JEFFERSON 8-5664

November 29, 1960

It is apparent that the Dodge Islands were selected as the site for the Port of Miami in order that a land connection could be obtained to Lummus and Fisher Islands, and the scandal involved is the fact that those persons who had a secret interest in these islands are the persons who pushed the location of the Port next to their islands. They are men of political prominence and influence in the community and they carefully concealed their ownership of Fisher Island. A solemn pledge was made to the taxpayers that the funds for the Port would come from the sale of the old port and from the revenues of the new port and Federal funds and that there would be no general tax levy. We now find that there is a tax levy and there will be for many years to come and it is a general one mil increase for every Tom, Dick and Harry who owns property in Dade County. Numerous requests by citizens and by some County Commissioners that a vote as to whether the port should be built in that location and the people taxed for it, have been turned down by the Metro Commission which Commission has now signed contracts for millions of dollars worth of engineering and construction work.

Member

Miami Beach Board of Realtors *Florida Association of Realtors*

National Association of Real Estate Boards

The Commission's own attorney, Darrey Davis, stated publicly that he felt that "the action of the Metro Commission in awarding contracts on the port had only a 50-50 chance of standing up in court." A land connection to Fisher Island via the port will increase the value of this island from the Two Million Dollars paid for it three years ago to about Twenty-One Million Dollars. One of the most vigorous opponents of the Dodge Islands port site was former Mayor, Abe Aronovitz, who went to Washington to plead on the floor of Congress against the location. He suffered a heart attack while waiting to testify before the House.