

**ILLEGAL ACTIONS IN THE CONSTRUCTION OF  
THE AIRFIELD AT FORT LEE, VA.**

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**HEARINGS**  
**BEFORE A**  
**SUBCOMMITTEE OF THE**  
**COMMITTEE ON**  
**GOVERNMENT OPERATIONS**  
**HOUSE OF REPRESENTATIVES**  
**EIGHTY-SEVENTH CONGRESS**  
**SECOND SESSION**

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**MARCH 13, 14, 15, 20, 22, 27, 28, AND 29, 1962**  
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**Printed for the use of the Committee on Government Operations**



2-61354

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## GLOSSARY

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AAA—Army Audit Agency.  
CAA—Civil Aeronautics Authority.  
CONARC—Continental Army.  
DA form—Department of the Army form.  
DCSLOG—Deputy Chief of Staff for Logistics.  
DCSOPS—Deputy Chief of Staff for Operations.  
DF—Disposition form.  
DOD—Department of Defense.  
EM—Engineers Manual.  
F. & A. Comptroller—Finance and Accounting Comptroller.  
G-1—Personnel.  
G-2—Intelligence.  
G-3—Operations and training.  
G-4—Logistics.  
GAO—General Accounting Office.  
MCA funds—Military construction appropriation funds.  
MFR—Memorandum for the record.  
MOBEX—Mobility test exercise.  
OCE—Office Chief of Engineers.  
O. & M. funds—Operation and maintenance funds.  
OQMG—Office of the Quartermaster General.  
P. & C.—Purchasing and contracting.  
PR—Purchase request.  
QMTC—Quartermaster Training Command.  
QMTQE units—Quartermaster table of organization and equipment units.  
R. & U.—Repairs and utilities.  
“SR”—Special regulations.  
STRAC—Strategic Army Corps.  
TDY funds—Temporary duty funds.  
TELECON—Telephone conversation.  
T. O. & E.—Table of organization and equipment.  
U.S.C.A.—United States Code Annotated.

# ILLEGAL ACTIONS IN THE CONSTRUCTION OF THE AIRFIELD AT FORT LEE, VA.

TUESDAY, MARCH 13, 1962

HOUSE OF REPRESENTATIVES,  
SUBCOMMITTEE ON EXECUTIVE AND  
LEGISLATIVE REORGANIZATION  
OF THE COMMITTEE ON GOVERNMENT OPERATIONS,  
*Washington, D.C.*

The subcommittee met, pursuant to notice, at 10:06 a.m., in room 1501-B, New House Office Building, Hon. William L. Dawson (chairman) presiding.

Present: Representatives William L. Dawson, Neal Smith, Kathryn E. Granahan, and John B. Anderson.

Also present: Elmer W. Henderson, counsel; Arthur Perlman, professional staff member; James A. Lanigan, general counsel, Government Operations Committee; Miles Q. Romney, associate general counsel, Government Operations Committee; and John P. Carlson, minority counsel, Government Operations Committee.

Chairman DAWSON. Our hearing today will go into the construction of an airfield at Fort Lee, Va., by the Quartermaster Corps of the U.S. Army. This is one of the projects called to the attention of Congress in the Comptroller General's report of January 1961, entitled, "Review of Programing and Financing of Selected Facilities Constructed at Army, Navy, and Air Force Installations, Department of Defense." We expect to go into some of the other items in that report at a later date.

The hearing is being held pursuant to the committee's duty of—

(1) Receiving and examining reports of the Comptroller General of the United States and of submitting such recommendations to the House as it deems necessary or desirable in connection with the subject matter of such reports, and

(2) Studying the operation of Government activities at all levels with a view to determining its economy and efficiency.

Due to the nature of this inquiry, all testimony will be taken under oath in executive session.

Our first witness will be Mr. William A. Newman, Director (Air Force), Defense Accounting and Auditing Division of the General Accounting Office.

We are happy indeed to have you with us this morning Mr. Newman.

Mr. NEWMAN. We are happy to be here. I have with me Mr. John Moore, attorney.

Chairman DAWSON. This is Congressman Anderson, Congressman Smith.

This is the minority counsel Mr. Carlson, and Mr. Henderson the subcommittee counsel.

This is Mr. Lanigan, attorney for the full committee, and I am Congressman Dawson, chairman of the full committee and the subcommittee.

You do solemnly swear that you will tell the truth, the whole truth, and nothing but the truth, so help you God?

Mr. NEWMAN. I do.

Mr. MOORE. I do.

**TESTIMONY OF WILLIAM A. NEWMAN, DIRECTOR, DEFENSE ACCOUNTING AND AUDITING DIVISION, U.S. GENERAL ACCOUNTING OFFICE; ACCOMPANIED BY JOHN MOORE, ATTORNEY**

Mr. NEWMAN. Mr. Chairman and members of the committee, we appreciate the invitation to discuss with you our report to the Congress on our review of programing and financing of selected facilities constructed at Army, Navy, and Air Force installations. A copy of this report is submitted herewith for the record. The purpose of our review was to study the extent to which the total cost of military construction projects had been disclosed to the Congress and the extent to which construction had been financed with other than military construction appropriation funds.

As part of our review we examined into military construction programs of the three military services that had been submitted to the Congress in fiscal years 1957, 1958, and 1959 to determine the general nature of projects included in those programs and to ascertain the methods followed by the departments in compiling and submitting their programs. We examined approximately 500 contracts for construction or construction-type work similar to that included in the military construction program, which was being financed in whole or in part with other than military construction funds. We visited 63 Army, Navy, or Air Force installations where work under the above contracts was either completed or in process to determine specifically the nature of the project.

In order to control and limit the extent of military construction, programs are authorized by the Congress in annual military construction acts, and they are financed with funds provided in annual and supplemental military construction appropriations.

In the military construction acts, the Secretary of each military department is authorized to "establish or develop military installations and facilities by acquiring, constructing, converting, rehabilitating, or installing permanent or temporary works."

These construction authorizations generally specify the location of the projects and describe the type of facility to be constructed in general terms or they require clearance with the House and Senate Armed Services Committees before certain types of construction are undertaken.

In contrast to the military construction appropriation acts, Department of Defense appropriations for operation and maintenance funds for each of the military departments, merely specify that these funds are for expenses, not otherwise provided for, necessary for the

operation, maintenance, and administration of the activities of the individual services.

At the time of our review these acts did not specify that operation and maintenance funds are appropriated for the construction, conversion, rehabilitation, or installation of public improvements. However, the use of operation and maintenance funds to finance such work, if urgently needed, was authorized by statute for each project costing not more than \$25,000.

Notwithstanding the language in these statutes, operation and maintenance funds in excess of \$25,000 were used to finance various types of construction and construction-type work outside the military construction program.

In using operation and maintenance funds to finance such work, the military departments apparently relied on the fact that, in the course of presenting their justifications for such funds at the appropriation hearings, general disclosures were made by the services to the Congress that the funds were needed for construction and construction-type improvement projects categorized by them as projects for the major repair, emergency repair, rehabilitation, alteration, or modification of existing facilities.

Our review disclosed that more than \$50 million worth of construction and construction-type work had been accomplished by the military departments in fiscal years 1957, 1958, and 1959 outside the military construction program.

Most of this work was financed with operation and maintenance funds. Financing the work in this manner enabled the military departments to avoid the specific congressional review and approval intended under the military construction authorization processes established by the Congress to control and limit the extent of military construction.

The avoidance of the review process was accomplished usually by classifying the work as repair, rehabilitation, modification, or alteration projects and by financing this work from operation and maintenance appropriations which are considered by the military departments to be more readily available for these purposes than military construction appropriations.

Since there are over 1,000 military installations in the United States and abroad and since our review was confined to a relatively few projects at 63 locations in the United States, the financing pattern disclosed by our selective study at these installations indicates that a substantially greater amount than that disclosed by our review is being spent by the military departments for construction and construction-type work not specifically approved by the Congress as part of the military construction program.

We found that, under existing practice, projects financed by the military departments for operation and maintenance funds included conversions of existing facilities from one end use to another, additions for extensions to existing facilities, and even new construction.

These projects involved basic and sizable structural changes as well as substantial sums of money. In other instances operation and maintenance appropriations were used to complete projects when amounts made available under construction authorities or approvals were not sufficient to complete the work.

Finally we also found instances where certain construction projects, essentially similar to those included in the military construction program, were being accomplished outside the program as repair, rehabilitation, or modification projects.

In commenting on our report the Department of Defense informed us that there had been no intent on its part to circumvent the approval of Congress in financing construction and construction-type work outside the military construction program with operation and maintenance funds.

The Department stated that it was possible under then existing definitions for work to be classified as construction or otherwise depending upon the interpretations of the individual, and that it recognized the need for more precise definitions in order that the various types of projects might be clearly identified for funding purposes.

On January 18, 1961, the Department of Defense issued its directive No. 7040.2 which attempted to establish for the first time some uniform definitions. Taking note of this directive and the content of our report, the general subject of authorizing and financing military construction, repairs, and modifications received extensive attention by the Congress in its prior session. As a result the Department of Defense Appropriation Act, 1962, which was approved August 17, 1961, contained restrictive provisions which were designed to limit the use of operation and maintenance funds for the type of activities disclosed by our review. Section 637 of this bill contained the following language:

Funds appropriated in this Act for maintenance and repair of facilities and installations shall not be available for acquisition of new facilities, or alteration, expansion, extension, or addition of existing facilities, as defined in Department of Defense Directive 7040.2, dated January 18, 1961, in excess of \$25,000: *Provided*, That the Secretary of Defense may amend or change the said directive during the current fiscal year, consistent with the purpose of this section.

One of the cases mentioned in our report involved a new construction project undertaken by the Army at Fort Lee, Va., without specific prior approval of the Congress.

In this instance an airfield was constructed for the convenience of visitors. Part of the construction cost was financed with operation and maintenance funds. The amount of funds so used exceeded the \$25,000 limitation imposed by 10 U.S.C. 2674.

Moreover, the project was not justified as being urgently needed. As this was new construction, such use of operation and maintenance funds resulted in a violation of section 3679, Revised Statutes (31 U.S.C. 665). This section prohibits the obligation or expenditure of appropriated funds in excess of the amount available for such use.

This airfield, which was built with engineer troop labor from Fort Belvoir, Va., had already cost \$536,363, including troop labor, at the time of our examination, and additional construction was planned. In round figures, \$508,000 was expended in fiscal years 1958, 1959, and 1960 for the airfield proper and \$28,000 was spent for the construction of a hangar during the fiscal years 1959 and 1960.

The airfield was constructed to service three aircraft of the installation and planes of visitors to the installation. Previously two airports, 12 and 40 miles away, were utilized. When construction started,

the project was estimated to cost \$141,537, including \$24,948 for materials and supplies to be financed from operation and maintenance appropriations and the balance of \$116,589 to represent the cost of troop labor and the use of engineer construction equipment already owned.

At the time of our review, the following costs had been incurred in constructing the Fort Lee airfield, and an additional \$1 million had been programmed:

Troop labor at standard rates-----	\$225, 812
Troop transportation, including per diem-----	84, 121
Assigned rental cost of engineer construction equipment-----	131, 767
Materials and services purchased-----	66, 605
<b>Total for 1958, 1959, and 1960-----</b>	<b>508, 305</b>
Estimated cost of hangar constructed in fiscal years 1959 and 1960----	28, 068
<b>Total-----</b>	<b>536, 373</b>

For statutory cost limitation purposes, the Army did not consider the cost of troop labor or the assigned cost of equipment rental as a part of the cost of military construction on the basis that these costs were already related to troop training and the benefit to construction was incidental.

While the method of financing these costs may support the Army view, there can be little question in this case that these costs represent a very substantial portion of the total construction package. It is, therefore, our opinion that they should have been disclosed by the Army in its military construction program submitted for approval of the Congress.

With respect to the cost of materials and services purchased for the project, the Army failed to stay within the limitation imposed by 10 U.S.C. 2674 upon which it relied for authority to use the operation and maintenance funds.

Moreover, the justification made available to us did not disclose any consideration of urgency. These costs, which amounted to \$66,605, represented the cost of such items as crushed stone, fill material, bituminous plant mix and the application thereof to the landing strip, bituminous paving of the aircraft parking areas, steel tunnel liner, concrete drainpipes, and related expenses. Although it was recognized by the Army on several occasions that these costs all applied to the airfield as one project, at the time of our review only \$23,359 was charged to the project on the records.

The \$43,246 balance was deliberately charged to other projects such as road maintenance, to stay within the \$25,000 statutory limitation. Adjustments have since been made by the Army to transfer to the appropriate account substantially all of these costs.

As this was a new construction project, financing these costs with operation and maintenance funds in disregard of the limitations imposed by 10 U.S.C. 2674 was a violation of subsection (a) of section 3679, Revised Statutes (31 U.S.C. 665).

As previously stated, this section prohibits the expenditure or obligation of appropriated funds in excess of the amount available. At the time of our review the violation had not been reported to the President and the Congress by the Army as required by law. In this connection, subsection (i) (1) of section 3679, Revised Statutes, sub-

jects officers and employees who violate subsection (a) to appropriate administrative discipline and to specified penalties if convicted of a knowing and willful violation.

In September 1960 we notified the disbursing officer involved that we had disallowed \$41,605 in their accounts. At that time we were told by Fort Lee officials that, as a result of our disclosure, the Office of Quartermaster Inspector General had reviewed the matter. We have since been advised by the Department of Defense that the violation had been reported to the President and the Congress, pursuant to the provisions of section 3679.

Chairman DAWSON. Mrs. Granahan?

Mrs. GRANAHAN. No, Mr. Chairman. I came a little bit late, so I have no questions at present.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. I notice you said that the Army did not consider that they should include in these costs troop labor and also the assigned rental cost of engineering construction equipment. What do they say about this \$84,000 item for troop transportation, including per diem? Do they consider that is an item that has to be considered?

Mr. NEWMAN. That question I would like to have answered by Mr. Kelly, who is familiar with the project and had conversations directly with the people at the base.

Mr. ANDERSON. Is he going to testify later?

Chairman DAWSON. Mr. Kelly will testify later.

Mr. ANDERSON. Then I will save that question.

Mr. LANIGAN. In connection with this question, the Army Audit Agency reported that in this case, the Quartermaster Corps used about \$137,000 of O. & M. funds from their funding program which they classified as "Unfunded" for limitation purposes. Of this total, \$84,000 was expended to pay per diem and to transport the troops and equipment from Fort Belvoir to Fort Lee. The balance was used to provide materials and supplies other than subsistence for the troops.

If this is correct, should these moneys paid out of O. & M. funds have been charged against the \$25,000 limitation?

Mr. NEWMAN. I would like Mr. Moore to answer that.

Mr. MOORE. We feel that all funding costs directly related to this project should be charged to the limitation. That would exclude troop labor and the value of the use of any equipment on hand of the Engineers. But costs which have to be charged to the maintenance and operation appropriation are funded costs and should be charged to the limitation.

Mr. LANIGAN. That would include the \$84,000 for troop transportation, including per diem?

Mr. MOORE. Yes.

Mr. LANIGAN. Also on page 6 of your report, you indicate that there was a hangar built in fiscal years 1959-60. What would be the circumstances under which the hangar would be considered a part of the initial project and properly chargeable to the initial \$25,000 limitation?

Mr. MOORE. Well, we always have much difficulty in determining what is a project. The problem here, I think, is whether or not the original project contemplated included the hangar, whether it was necessary as a part of the airstrip, and for the operation of the air-

strip. Now, obviously, the use of a hangar is very closely related with the use of an airstrip. So if you can show that it was necessary at the time they started construction of the airstrip and that there were no changed conditions between the time they started construction of the airstrip and the time, a year later, when they approved construction of the hangar, we would feel that it was one project. In other words, if the planned need was there at the time they started the airstrip, we would conclude that this was one project.

But if they can show that there were changed conditions which created the real need for the hangar when they started construction in 1958, which did not exist in 1957 and they did not contemplate building a hangar in 1957, then there would be a basis for saying it was two projects.

Mr. LANIGAN. We will develop evidence on that later. I just asked that to get the ruling into the record.

Chairman DAWSON. Mr. Carlson?

Mr. CARLSON. I have no questions.

Chairman DAWSON. Mr. Henderson?

Mr. HENDERSON. I have no questions.

Chairman DAWSON. Thank you very, very much, sir.

Our next witness will be Mr. Hyman Baras, General Accounting Office, on assignment to the Committee on Government Operations.

Do you solemnly swear that the testimony you are about to give the subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BARAS. I do.

#### TESTIMONY OF HYMAN BARAS, SUPERVISORY ACCOUNTANT, U.S. GENERAL ACCOUNTING OFFICE, ON ASSIGNMENT TO HOUSE COMMITTEE ON GOVERNMENT OPERATIONS

Mr. BARAS. Mr. Chairman and members of the committee, in July 1961, this committee expressed its desire to inquire further into the construction of certain projects reported on in the Comptroller General's report of January 1961, including the construction of the airfield at Fort Lee, Va.

I was thereupon assigned by the Comptroller General, at the committee's request, to assist the committee in its investigation. In the course of this work with the staff, I accompanied a staff investigator, Mr. Arthur Perlman, on field trips during which he interviewed the Army military and civilian personnel most concerned with the airfield construction.

The individuals interviewed were:

Maj. Gen. Alfred B. Denniston, commanding general at Fort Lee;

Col. Louis H. Shirley, retired, former deputy post commander at Fort Lee;

Col. Walter R. Ridlehuber, who was Assistant Chief of Staff, G-4, at Fort Lee at the time the airfield was under construction;

Col. James W. Connor, retired, who was inspector general of the Quartermaster Training Command and who later succeeded Colonel Ridlehuber as G-4;

Lt. Col. William H. Jarrett, post engineer at Fort Lee and, subsequently, chief of the facilities branch in the G-4 section;

Lt. Col. Julian E. Pylant, who succeeded Lieutenant Colonel Jarrett as post engineer;

Maj. Thomas S. Swartz, retired, who served as assistant post engineer; and

Mr. Hiram W. Fussell, accountable property officer in the office of the post engineer; and

Mr. William H. Stewart, assistant to Mr. Fussell.

The investigation by the committee staff supplementing that of the GAO disclosed:

(1) That the airfield project, approved by the Office of the Quartermaster General (OQMG) for construction at a cost of \$141,000, had actually cost an estimated \$586,000 at the time construction was halted;

(2) That materials costing approximately \$87,000, including an estimated \$22,000 spent on the airfield hangar, were acquired for the airfield through the expenditure of operation and maintenance funds despite the fact that the amount which could be funded for this project from operation and maintenance funds was limited by statute to \$25,000;

(3) That such acquired materials as were in excess of the statutory limitation were not charged on the records to the airfield but to other construction projects, one of which was nonexistent;

(4) That Army officials, in an effort to circumvent the \$25,000 limitation, attempted to misrepresent a hangar, constructed at the airfield, as a storage building unrelated to the airfield;

(5) That several key Army officers at Fort Lee realized from the start that it would be difficult, if not impossible, to build the airfield without the expenditure of more than \$25,000 of operation and maintenance funds;

(6) That construction of the airfield was allowed to continue despite a decision by higher Army headquarters midway in the course of construction that, because of the presence of numerous structural obstacles precluding an instrument approach, the airfield could not meet the acceptable criteria for a standard Army airfield and would therefore have to be sited elsewhere;

(7) That, following the failure to obtain waivers from higher headquarters to permit the continuance of construction despite the presence of the obstacles, officials at Fort Lee attempted to have this information withheld from the Corps of Engineers for fear that its divulgence might have caused the engineers to halt the construction of the airfield, and,

(8) That upon learning of the imminent arrival of GAO representatives to commence their review of military construction, officials at Fort Lee destroyed certain records for the purpose of withholding from GAO certain information relating to the airfield construction.

The Fort Lee airfield project, officially designated as Project 10-57, was originally submitted for approval to the OQMG on September 17, 1957, on DA form 5-25 (exhibit 1). The project called for the construction of a 1,500-foot landing strip at a total estimated cost of \$110,095 of which \$37,009 constituted funded costs. The balance of

unfunded cost comprised primarily the cost of troop labor. The intent was to have the airstrip constructed by Army Engineers as a troop training project and to have the remaining needed aviation facilities included in a future military construction program to be approved by the Congress.

(Exhibit 1—Individual project estimate—repairs and utilities, office of the post engineer, Fort Lee, Va., post request No. 10-57, construction of flexible pavement landing strip, September 17, 1957, appears in the appendix on p. 251.)

Mr. BARAS. The Army justification made these points:

(1) That aircraft stationed at Fort Lee were operating from Petersburg airport or from Camp Pickett/Blackstone airport, necessitating daily transportation of all passengers and maintenance personnel to and from Fort Lee;

(2) That since numerous official visitors at Fort Lee arrived from higher headquarters at Petersburg airport it was necessary to frequently dispatch firefighting equipment and personnel to cover these landings;

(3) That considerable savings in fuel and maintenance costs could be effected if the airfield were located at Fort Lee, thereby obviating the necessity to utilize Petersburg airport, 12 miles distant, and Camp Pickett/Blackstone airport, 41 miles distant, and,

(4) That the possibility existed for the continuance of certain annual military exercises and for the possible increased use of aircraft in the Army for the purpose of increasing Army mobilization.

On October 1, 1957, Brig. Gen. A. G. Viney, Deputy Chief of Engineers for Military Operations in the Office of the Chief of Engineers, OCE, advised Maj. Gen. Ira K. Evans, Commanding General of the Quartermaster Training Command, QMTC, at Fort Lee, by letter (exhibit 2), that OCE military construction personnel were in contact with the Fort Lee post engineer concerning the specifications for the airfield. General Viney wrote that efforts were being made to somehow reduce the funded cost of the project to the point where the Chief of Engineers would have approval authority.

(Exhibit 2—Letter from Brig. Gen. A. C. Viney, Deputy Chief of Engineers for Military Operations, to Maj. Gen. Ira K. Evans, October 1, 1957, appears in the appendix on p. 254.)

Mr. BARAS. A lack of concern for financing such projects in the orthodox manner, e.g., with military construction funds authorized by the Congress, may be indicated by General Viney's statement in this letter that—

MCA funds are even more of a problem this year than usual. Possibly you may have some O. & M. funds which could be so applied.

The submission of the project was subsequently revised (exhibit 3) and the total cost increased from \$110,095 to \$141,537. However, whereas the length of the runway was increased from 1,500 to 2,500 feet and the thickness of the pavement increased from 1½ inches to 2 inches the funded cost required to complete the project was reduced from the original \$37,009 to \$24,948. This brought the project within the \$25,000 statutory limitation on the use of O. & M. funds imposed by section 408 of Public Law 968, 84th Congress.

(Exhibit 3—Individual project estimate—repairs and utilities, office of the post engineer, Fort Lee, Va., post request No. PR 10-57 (revised), construction of flexible pavement landing strip, November 1, 1957, appears in the appendix on p. 255.)

Mr. BARAS. This statutory provision permitted the expenditure of up to \$25,000 of operation and maintenance funds to construct urgently needed facilities costing less than \$25,000.

Although the Army was apparently relying upon this provision for authority to use operation and maintenance funds in constructing the airfield, the project justification did not refer to any urgent requirement as a basis for requesting approval for the construction. Except for considerations of urgency, a project such as the construction of an airfield would normally have to be included in a military construction program and submitted to the Congress for approval.

The need for an airfield at Fort Lee had not been considered critical for some time. Although one had been sought by the installation since 1952 it had never been approved by higher headquarters for inclusion in a military construction program. In addition to the question of urgency it is noteworthy that several Fort Lee officials admitted, during the interviews conducted by the committee staff, that they had been doubtful that materials required for the airfield could be acquired for less than the \$25,000 permitted by the statute.

Approval of OQMG for the airfield was obtained on November 27, 1957, by endorsement (exhibit 4) to the letter accompanying the submission of the project, at a total estimated cost of \$141,537. It limited the expenditure of O. & M. funds for supplies and indirect costs to an amount not to exceed \$24,948. However, the approval was made subject to certain conditions including:

(1) That the provisions of Army Special Regulation 420-60-2 governing the use of military personnel be adhered to, and,

(2) That no work would be accomplished which would hinder the ultimate completion of the airstrip in accordance with the criteria prescribed for standard Army airfields contained in Engineer Manual 1110-3-311 including the maintenance of all prescribed clearances for structures and other obstructions.

(Exhibit 4—Memorandum from Col. Oliver C. Harvey, Quartermaster Corps, Chief, Installations Division, to the Training Command, U.S. Army, Fort Lee, Va., re individual project estimate—repairs and utilities, post request No. 10-57 (revised), November 27, 1957, appears in the appendix on p. 257.)

Mr. LANIGAN. Could I interrupt? I think it would be advisable to complete the sentence there—it reads:

including the maintenance of all prescribed clearances for structures and other obstructions during present and future stages of construction,

Mr. BARAS. That is how the approval reads.

Chairman DAWSON. Would the witness stop for just a moment?

Mrs. GRANAHAN, will you take the chair for me, please?

Mrs. GRANAHAN (presiding). Yes, Mr. Chairman.

Mr. BARAS. Fort Lee officials stated in the course of the interviews that it had been their hope that they could stay within the \$25,000 statutory cost limitation by utilizing certain material which was thought to be available at Fort Lee as fill material.

However, a memorandum for the record (exhibit 5) prepared at Headquarters, 79th Construction Engineer Group of Fort Belvoir, indicates that even before construction began the availability of such material at Fort Lee was doubtful.

(Exhibit 5—Letter from Maj. J. F. Deacon, Corps of Engineers, G-3, Fort Belvoir, Va., to Maj. Thomas S. Swartz, January 29, 1958, enclosing a memorandum re a conference between Col. Walter R. Ridlehuber, Maj. J. F. Deacon, and Maj. Thomas S. Swartz held at Fort Lee, Va., January 21, 1958, appears in the appendix on p. 259.)

Mr. BARAS. This memorandum refers to a meeting held at Fort Lee on January 21, 1958, with certain representatives of the 87th Engineer Battalion who were slated to provide the troop labor. The memorandum states that a survey of material in an area close to the airstrip which they had just inspected did not appear promising. In response to questioning by the engineers as to the availability to borrow pits elsewhere on the post Colonel Ridlehuber and Major Swartz replied:

*Fort Lee is just about out of borrow material, with the exception of that area adjacent to the airstrip. If this material does not meet your requirements, we must make arrangements for purchase.*

The intention of the Army at this time was to supplement the facilities provided by the engineer troops with other related facilities which were to be included in a military construction program to be submitted to the Congress. These facilities were to include lengthening the runway to 3,000 feet, the minimum required for Army airfields, and constructing a hangar, operations building, storage building, and other items. The requirements for these facilities were computed on the basis of the four light aircraft authorized for Fort Lee.

In a letter of January 30, 1958 (exhibit 6), from OQMG, Installations Division, signed by Col. James C. Pennington for Col. Oliver C. Harvey, Division Chief, to the commanding general, Fort Lee, Colonel Harvey in referring to these desired facilities recommended that:

*Those facilities \* \* \* which cannot be provided within locally available resources prior to fiscal year 1960 be considered for inclusion as specific items in the fiscal year 1960 increment of the military construction program.*

(Exhibit 6—Memorandum from Col. Oliver C. Harvey, Quartermaster Corps, Chief, Installations Division, to the commanding general, Quartermaster Training Command, re fiscal year 1960 military construction, Army program, January 30, 1958, appears in the appendix on p. 264.)

Mr. BARAS. The Engineer troops from Fort Belvoir began to arrive at Fort Lee in March 1958 and proceeded with the construction. However, it was apparent that certain obstructions, such as water tanks and a smokestack, would preclude the construction of an instrument approach type of landing facility. It was decided to request waivers from higher authority to permit continuation of the construction of a non-instrument approach runway. This request (exhibit 7) was made to OQMG on November 25, 1958, and after review by OCE was forwarded to the Deputy Chief of Staff for Operations (DCSOPS) through the Deputy Chief of Staff for Logistics (DCSLOG) with the recommendation that the request be approved.

(Exhibit 7—Memorandum to the Quartermaster General, Department of the Army, attention of the Installations Division re request

for waiver for obstructions to air navigation, November 25, 1958, with an enclosure headed "Known Obstructions to Air Navigation," appears in the appendix on p. 266.)

Mr. BARAS. The request, however, was turned down by DCSOPS on January 29, 1959 (exhibit 8), and at the same time a recommendation was made that a new airfield site be selected. The effect of this rejection was to force the elimination from the fiscal year 1960 military construction program of the aviation facilities which Fort Lee had been seeking in support of the airfield.

(Exhibit 8—Memorandum from Col. Hallett D. Edson, Deputy Director, Army Aviation, Office of Deputy Chief of Staff for Operations, to Deputy Chief of Staff for Logistics re Fort Lee, Va., aviation facilities, fiscal year 1960 military construction appropriation program, January 29, 1959, appears in the appendix on p. 269.)

Mr. BARAS. The reason given for the rejection of the waiver request was that it had become the policy of DCSOPS that all new Army airfields be located so that in line with Army requirements an instrument approach procedure could be developed. These requirements include the accomplishment of a certain minimum amount of night flying, night landings, and night takeoffs.

The requirement for maintenance of clearances for structures and other obstructions was one of the conditions upon which OQMG had originally approved the Fort Lee project.

Correspondence between Fort Lee, the Quartermaster General's Office, and the Office of the Chief of Engineers, which appear as endorsements to the September 17, 1957, letter of transmittal accompanying the original submission of the project (exhibit 9), made no mention of obstructions such as smokestacks and water tanks. These letters speak of necessary "additional clearing" and indicate that Fort Lee wanted to defer the clearing operation, whereas the Corps of Engineers recommended that it be done concurrently with the runway construction.

(Exhibit 9—Memorandum to the Quartermaster General, Department of the Army, re individual project estimate—repairs and utilities post request No. 10-57 (revised), January 3, 1950, appears in the appendix on p. 270.)

Mr. BARAS. Colonel Ridlehuber, when questioned by the committee staff, stated that he interpreted OQMG's November 27, 1957, letter of approval (exhibit 4) requiring the maintenance of clearances to pertain only to timber and not to obstructions such as water tanks and smokestacks. He added that construction was begun despite the presence of obstructions because he understood that a request for waiving the requirement that they be cleared could be obtained later and because of pressure from interested Army personnel in DCSLOG, the Continental Army Command, Conarc, and within the command at Fort Lee.

(Exhibit 4—Memorandum from Col. Oliver C. Harvey, Quartermaster Corps, Chief, Installations Division, to the Training Command, U.S. Army, Fort Lee, Va., re individual project estimate—repairs and utilities, post request No. 10-57 (revised), November 27, 1957, appears in the appendix on p. 257.)

Mr. BARAS. The rejection of the request for waivers precipitated a series of communications between officials at Fort Lee and at OQMG concerning the steps to be taken in the light of the DCSOPS decision.

In a memorandum of February 19, 1959, by Col. Heinz Weisemann (exhibit 10), deputy G-4 at Fort Lee, concerning his phone conversation of that date with Mr. Olewiler, OQMG, Mr. Olewiler was represented as being shocked at the elimination of the aviation facilities from the Fort Lee fiscal year 1960 military construction program.

(Exhibit 10—Memorandum by Col. Heinz Weisemann, Deputy Acting Chief of Staff, G-4, concerning telephone conversation with W. N. Olewiler re permanent airfield, February 19, 1959, appears in the appendix on p. 271.)

Mr. BARAS. Mr. Olewiler stated that he wanted to know how far the construction had progressed up to that point since he had to advise the OCE about the construction progress and then find out whether plans for completion of the airfield would have to be abandoned.

Colonel Weisemann informed Mr. Olewiler that the Engineer troops who had temporarily returned to Fort Belvoir were due back at Fort Lee in May 1959 to complete the airfield. Mr. Olewiler was skeptical that anyone would approve finishing up an airfield at a site which had been turned down.

On the same day, February 19, 1959, a memorandum was written by Colonel Ridlehuber (exhibit 11), concerning a talk which he had with another official of OQMG, Lieutenant Colonel McKillips. In this memorandum Colonel Ridlehuber stated that Fort Lee was reconciled to the elimination of the aviation facilities from the fiscal year 1960 military construction program and went on to say:

“\* \* \* but we strongly recommend that no information be furnished OCE at this time which would jeopardize continuing work on the local troop training construction project.

(Exhibit 11—Memorandum from Col. Walter R. Ridlehuber, Acting Chief of Staff, G-4, furnished to the Chief of Staff about a telephone conversation between Col. Walter R. Ridlehuber and Lt. Col. Edward J. McKillips re permanent airfield, February 19, 1959, appears in the appendix on p. 274.)

Mr. BARAS. Lieutenant Colonel McKillips is reputed in this memorandum to have said that he had told Mr. Olewiler to forego his plan to discuss the situation with anyone. Colonel Ridlehuber then said that “it was a dangerous proposition the way Mr. Olewiler was talking.”

Colonel Ridlehuber, in statements which he made to the committee staff when he was interviewed, first said that he wanted all information to be restricted within OQMG because the commanding general at Fort Lee had not had sufficient time to study the situation and come up with an official position. However, he later admitted that his anxiety about divulging information arose from his concern that if the facts were known it might prevent the return of the Engineer troops to Fort Lee in May.

Colonel Ridlehuber's memorandum of February 19 continues that his conversation with Lieutenant Colonel McKillips turned to a “personal” letter that General Denniston had addressed to General Evans at OQMG in which General Denniston requested approval to allocate \$18,000 of O. & M. funds to pay the per diem expense of the Fort

Belvoir Engineers scheduled to return to Fort Lee. General Evans is represented as concurring with General Denniston's views but as being unwilling to reply to it officially.

Colonel Ridlehuber informed the committee staff that he had drafted this letter for General Denniston's signature and that it was addressed to General Evans personally in the hope that Fort Lee would, in this way, receive better consideration from OQMG. The reason why General Denniston's letter went unanswered has never been made clear to the committee staff.

Colonel Ridlehuber went on to state in his February 19 memorandum that if Fort Lee were to complete the airstrip and if the Department of the Army would still refuse to sanction its use as an airfield, it would be used as a fair weather landing strip and the airfield at Camp Pickett and Byrd Field in Richmond would continue to be used as they were previously.

Colonel Ridlehuber referred to a distinction between a landing strip and an Army airfield, saying, "We will have the strip—still quite legal." Lieutenant Colonel McKillips replied that this was a point that was concerning officials at OQMG, that he had discussed it with Colonel Pennington, and that they were deferring any further discussions with OCE. Although Colonel Ridlehuber did not specify, when interviewed, what distinction existed between a landing strip and an airfield, he conceded that approval for the field constructed at Fort Lee was granted upon the condition that it would conform to the Army Engineer criteria for a standard Army airfield, and that he was unaware of the existence of any Engineer and design criteria for other than Army airfields.

A third memorandum of the same date, February 19, 1959 (exhibit 12), was written by Col. Lewis H. Shirley, Deputy Commander at Fort Lee, concerning a phone conversation which Colonel Shirley had had with Colonel Pennington of OQMG.

(Exhibit 12—Extract of a telephone conversation between Col. James C. Pennington and Col. Louis H. Shirley, February 19, 1959, appears in the appendix on p. 275.)

Mr. BARAS. In this memorandum Colonel Pennington was reported to have said that he had been told by General Evans to give the go ahead to General Denniston to spend the \$18,000 for per diem, as General Denniston had requested, and that "OQMG will stand behind him."

Colonel Shirley went on to add that a memorandum for the record to this effect would be furnished the Comptroller per General Evans' instructions, and would be attached to General Denniston's letter and filed if needed for future reference. Scrawled beneath Colonel Shirley's memorandum is a note initialed by Colonel Ridlehuber, "Info not to be released outside of this headquarters." Colonel Shirley, when questioned, stated that he was at a loss to explain why Colonel Ridlehuber would want to withhold this information.

On February 24, 1959, Colonel Pennington addressed a letter (exhibit 13) to the commanding general at Fort Lee. In it he pointed out that the Chief of Engineers had forwarded a copy of the DCSOPS findings with respect to the unsuitability of the airfield under construction, and that a new airfield site which would meet standard Army air-

field criteria would have to be selected. Colonel Pennington requested that he be advised whether such a field could be sited on Fort Lee.

(Exhibit 13—Memorandum from Col. James C. Pennington, Chief, Installations Division, to the commanding general, Quartermaster Training Command, Fort Lee, Va., re fiscal year 1960 military construction appropriation program, aviation facilities, February 24, 1959, appears in the appendix on p. 276.)

Mr. BARAS. At this time a staff study (exhibit 14) was undertaken by the Fort Lee Command to determine whether an airfield meeting standard Army airfield criteria could be sited on the post. A tentative draft containing facts, conclusions, and recommendations was prepared by Col. Heinz Weismann, and subsequently circulated to members of General Denniston's staff for their comments.

(Exhibit 14—Draft staff study on airfield site, signed by Col. Heinz Weismann, appears in the appendix on p. 277.)

Mr. BARAS. This staff study stated that definite requirements for a standard Army airfield had never been established by the command at Fort Lee; that in 1954 the commanding general at Fort Lee had desired a temporary type field for liaison planes, and that at various times since 1952 an airstrip had been considered.

It went on to point out that the Deputy Chief of Staff for Operations position made the landing area along Reformatory Road unjustifiable for the expenditure of MCA funds and that a waiver of obstructions would not be justified since the field could not be operated under unfavorable weather conditions.

The staff study concluded that a standard Army airfield could not be sited at Fort Lee; that there was still a requirement for a landing area; and that approval should be sought to provide a facility for use under certain favorable flight conditions in view of the fact that \$450,000 had already been spent on the airfield construction; that CAA approval for a strip had previously been obtained; and that the field would be convenient for emergency landings in fair weather and for the use of VIP's.

The staff study was submitted for comment on March 11, 1959, by G-4, the Assistant Chief of Staff for Logistics, to G-3, the Assistant Chief of Staff for Operations.

G-3 returned his comments on March 31, 1959 (exhibit 15). He concurred in the need for a study of a suitable Army airfield site to fulfill all aspects of the Fort Lee and QMTC missions and responsibilities. However, he took issue with several points in the draft study such as the fact that the strip could be utilized as a fair weather strip if certain ceilings were observed and if landings were made with the wind, thereby avoiding a water tank obstruction.

(Exhibit 15—Comment by Fort Lee, G-3, on draft staff study re aviation facilities, March 12, 1959, appears in the appendix on p. 285.)

Mr. BARAS. G-3 pointed out that landing with the wind is considered hazardous and should be attempted only for unusual or emergency conditions. G-3 took issue with a statement in the draft that the Petersburg airport, which was considered for leasing by Fort Lee, needed complete reconstruction to accommodate USAF planes of the Washington air defense sector which were attached to Fort Lee. He called the reconstruction of Petersburg airport nonessential and adequate in its present condition for use by the Army planes.

G-3 went on to say that a landing area of the type envisioned in the staff study provided only limited capability over and above the strip which had been in use previously at the post and that because of the inability to expand the strip under construction to a standard Army airfield, further expenditures might not be justified.

G-3 concluded that although the landing area was a very worthwhile training project, its development did not substantially contribute to the ability of Fort Lee and QMTC to fulfill their assigned missions, and he recommended that negotiations for the leasing of Petersburg airport be reopened, since this arrangement appeared to be the most economically feasible one. He also cited the fact that civilian airfields were commonly used by the Army in various parts of the country.

Mr. LANIGAN. Could I ask a question here?

I think you have referred to the existing airstrip. I do not think it has been made clear yet that there was an existing grass strip at Fort Lee. Can you explain that?

Mr. BARAS. Yes. There was an existing grass strip at Fort Lee, I believe about 2 miles distant from the hard pavement airstrip which they were constructing. This grass strip was used by the planes which were slated to use the hard pavement strip.

Mr. SMITH. Did the grass strip go in the same direction as this one?

Mr. BARAS. I do not know.

Mr. SMITH. The same obstructions were not there?

Mr. BARAS. I do not know. It had already been constructed and was in use.

Mr. LANIGAN. It was actually constructed at the time that was going on?

Mr. BARAS. Yes, it was.

Mr. HENDERSON. Were they planning to continue the use of the grass strip when this new one was completed?

Mr. BARAS. No; the hard strip was planned to replace the grass strip.

General Denniston subsequently informed the committee staff that G-3's views and recommendations had never been brought to his attention, although he has since become aware of those comments, nor did the general recall a staff meeting to discuss the staff study. He said that it had been his feeling that all of his command were of the opinion that the airfield was needed. On the other hand, Colonel Ridlehuber informed the staff that G-3 had been "taken to task" by General Denniston at a meeting following the staff study. He was surprised that a memorandum of this meeting was not in our possession. His comment on G-3's views was that G-3's thinking was "up in the clouds."

G-4—Colonel Ridlehuber—submitted his comments on April 1, 1959 (exhibit 16). He stated that the amount of work accomplished to date on the airfield was \$450,000 and that the engineers estimated that to convert the strip to an Army airfield would cost \$1,651,000, plus the cost of electronic equipment for night flying.

(Exhibit 16—Memorandum from Col. Walter R. Ridlehuber, Acting Chief of Staff, G-4, to the Chief of Staff, re fiscal year 1960 military construction appropriation program, aviation facilities, April 1, 1959, appears in the appendix on p. 290.)

Mr. BARAS. He said that for the time being use of Byrd Field in Richmond for night flying and pilot training would appear adequate. However, to complement the use of Byrd Field, there was a need for a daytime fair weather landing field at Fort Lee, and he recommended completion of the strip as a troop training project. Colonel Ridlehuber also pointed out the possibility that OCE would discontinue the training project unless a strong case for the landing strip were presented.

On April 6, 1959, after the staff study had been commented upon by General Denniston's staff, the general prepared a reply by first indorsement (exhibit 17) to Colonel Pennington's letter of February 24 in which he recommended that construction of the airfield go forward to its completion.

(Exhibit 17—Memorandum from Maj. Gen. Alfred P. Denniston, commanding general, Fort Lee, Va., to the Quartermaster General re fiscal year 1960 military construction appropriation program, aviation facilities, April 6, 1959, appears in the appendix on p. 292.)

Mr. BARAS. The general's reply followed pretty much along the line of the comments which had been submitted by G-4. The general pointed out that \$450,000 worth of work had already been accomplished "at a project cost of less than \$25,000"; that it would cost \$1,651,000 exclusive of electronic equipment to convert the landing strip to an airfield, and that the remaining cost to complete the landing facility under construction would be less than \$200,000. The general stated that:

It is reasonable to expect that this can be accomplished within the dollar resources which can be made available over a period of time.

General Denniston was asked, when interviewed by the committee staff, as to how he knew that the work to date had been accomplished with less than \$25,000 of funded cost, and he replied that he relied on Colonel Ridlehuber for this information.

On April 7, 1959, Colonel Ridlehuber reported in a memorandum (exhibit 18) the substance of a phone conversation of that date which he held with Colonel Pennington of OQMG and with Colonel Weisemann who had hand-carried General Denniston's endorsement to Colonel Pennington in Washington.

(Exhibit 18—Memorandum of telephone conversation between Col. Heinz Weisemann, Col. James S. Pennington, and Col. Walter R. Ridlehuber re Fort Lee Airfield, April 7, 1959, appears in the appendix on p. 294.)

Mr. BARAS. Colonel Ridlehuber reported:

(1) That General Denniston's first endorsement had been gone over rather carefully in Colonel Pennington's office;

(2) That Colonel Pennington's view was that, as far as OQMG was concerned, Fort Lee had already been given the go-ahead back on February 19, 1959, when he had spoken to Colonel Shirley and that "therefore they don't want to introduce any additional papers in the file at this time";

(3) That Colonel Weisemann stated that Colonel Pennington was now contending that the Installations Division of OQMG was probably in error in sending the basic February 24 letter to General Denniston to begin with;

(4) That Colonel Ridlehuber said that the district engineer was still working out the details of the facilities to be included in the MCA project, that someone had to tell them to stop their work now that waivers had not been obtained, and that General Denniston's endorsement should be forwarded to DCSOPS so that they would know that another site for a standard Army airfield was not available at Fort Lee;

(5) That Colonel Pennington reviewed his earlier talk with Brig. Gen. R. T. Evans regarding General Denniston's letter of February 16, 1959, saying that General Evans had "directed Colonel Pennington to call General Denniston back and OK the project, and tell him that he would type an MFR"—which is an abbreviation for a memorandum for the record—"instead of an official reply, since they were in 2,000-2,100 money";

(6) That "Colonel Pennington said that what he wanted to do was to get another piece of official correspondence out of his hands \* \* \* When Colonel Ridlehuber asked if he wanted to hold that piece of paper, Colonel Pennington replied that he wanted to forget it";

(7) That Colonel Pennington said that since OQMG had already approved everything else they were talking about, the only reply that had really been needed to his February 24 letter was one paragraph that the Army airfield with instrument approach zone criteria was not capable of being sited at Fort Lee;

(8) That "Colonel Ridlehuber said 'OK, we will drag our feet until after late May'";

(9) That Colonel Pennington said he would return the first endorsement to Colonel Weisemann; and

(10) "Colonel Ridlehuber said to 'bring the first endorsement back. We will proceed to get the company down here. If complications arise, we will go back to Colonel Pennington's shop.' To Colonel Pennington, he said, 'Let him bring the paper on back and we will rock along until further developments; I will reply along the line you indicated.'"

Mr. HENDERSON. Excuse me, Mr. Baras. All these points that you made—1 through 10—were included in the memorandum that you referred to?

Mr. BARAS. Yes, sir.

Mr. HENDERSON. Everything is in the memorandum?

Mr. BARAS. Everything was in the memorandum.

Mr. HENDERSON. Fine.

Mr. BARAS. When General Denniston was asked about the unusual manner in which his April 6, 1959, first endorsement to Colonel Pennington's letter had been treated at OQMG, he replied that he was unaware that Colonel Pennington did not want it and that it had, therefore, not become a part of the official record.

Colonel Ridlehuber during his interview was asked about his statement as reported in his April 7 memorandum to the effect that Fort Lee would drag out proceedings until late May. He replied that his intention was motivated by his anxiety to have the engineer troops from Fort Belvoir return to Fort Lee, as scheduled, to complete the airfield.

With the aviation facilities stricken from the fiscal year 1960 military construction program, Fort Lee officials were faced with the prob-

lem of how to secure a hangar. In a memorandum of May 25, 1959, written by Colonel Ridlehuber (exhibit 19) concerning his phone conversation of that date with Mr. R. G. MacDonald of the Installations Division, OQMG, Colonel Ridlehuber wrote :

We are stumped for some type of hangar. We have been shopping around. We can get a metal 80 by 80 hangar building delivered on the site for about \$17,000. The company here would prepare the site for it.

Colonel Ridlehuber has asked post engineer to prepare a form 5-25 for this project in the hope that aerial detachment may have some P-2000 money at the end of the year with which we can buy it. The complete story will be given in the letter to Colonel Pennington. Colonel Ridlehuber said he would appreciate having Mr. MacDonald look out for that 5-25.

Mr. MacDonald is worried about exceeding \$25,000 on the funded part of it. Colonel Ridlehuber said that as this would be an improvement, it would be an entirely new project. Mr. MacDonald said it's all part of the airfield—that's what bothers him.

(Exhibit 19—Memorandum of telephone conversation between Col. Walter R. Ridlehuber and Robert G. MacDonald, May 25, 1959, appears in the appendix on p. 296.)

Mr. BARAS. Mr. MacDonald is later quoted in this same memorandum as saying that, "If the funded cost exceeds \$25,000, we are all in trouble." Colonel Ridlehuber speculated that the "temporary" hangar might be considered another project if it were erected on a site other than that planned for the hangar sought in the military construction program. His memorandum continues :

Colonel Ridlehuber stated that we will call this a project for the aerial detachment. To meet the critical dimensions, we have to go into this larger type building and we will say that it is for storage for the 109th for the aerial packaging, as well as aircraft maintenance; it will meet both requirements.

Mr. MacDonald said he guessed we had better.

Colonel Ridlehuber was asked by the committee staff whether he had ever discussed with anyone Mr. MacDonald's anxiety about the creation of a new project and the funding of the hangar. He replied that he did not agree with Mr. MacDonald's thinking that the hangar was part and parcel of the airfield. He maintained that it was to be purchased as a packup shed for the 109th Air Supply Company.

On the same date Colonel Ridlehuber dispatched a letter (exhibit 20) to Colonel Pennington at OQMG in which he discussed the support facilities needed for the Fort Lee airfield, including an operations building, hangar, fire station, control tower, and so forth. With reference to the hangar, which he termed "a hangar and operational storage building," he wrote :

This is the problem child. \* \* \* I requested the engineers to prepare project form 5-25 for one 80- by 80-foot prefabricated building for the aerial detachment, with the hope that sufficient funds under P-2000 may be available to purchase the building before June 30.

Colonel Ridlehuber then described how the hangar would be erected by the engineer company on concrete footings with the floor to be poured with concrete when funds become available. He informed Colonel Pennington of his plan for disassociating the hangar from the airfield project, stating :

It will be designated as for the aerial detachment for use in temporary maintenance of aircraft and for operational storage of aerial supply, cargo, and training materials. In this way we will not associate the project with the "Army airfield" even though it will be erected on the general site.

(Exhibit 20—Letter from Col. Walter R. Ridlehuber, Acting Chief of Staff, G-4, Fort Lee, Va., to Col. J. C. Pennington, May 25, 1959, appears in the appendix on p. 298.)

Mr. BARAS. On June 1, 1959, Colonel Ridlehuber, in a memorandum (exhibit 21), recorded a phone conversation which he had held with Colonel Pennington on May 29. Colonel Pennington is reported as having taken up the matter of operating facilities for the landing field with Gen. A. T. McNamara who was—

concerned over the possible repercussions from exceeding the \$25,000 project—troop—which was authorized for the airfield.

(Exhibit 21—Memorandum of telephone conversation between Col. James C. Pennington and Col. Walter R. Ridlehuber, May 29, 1959, appears in the appendix on p. 300.)

Mr. BARAS. Colonel Pennington had again spoken to DCSOPS about obtaining waivers on the airfield but without success. DCSOPS brought up the alternative of leasing the Petersburg airfield but—

Colonel Pennington told them this was out of the question. \* \* \* General McNamara went on to say that he doubted that a standard-type airfield could ever be justified for four airplanes and furthermore he saw no reason why Army aircraft should not be operated on temporary airstrips.

\* \* \* I asked Colonel Pennington to assure the Quartermaster General that we would not recommend anything that would put him in an embarrassing position. In the case of the hangar it will be procured, if the purchase is approved and P-200 funds are available, for the aerial detachment and not directly associated with the airfield. In the case of a physical inspection by Department of the Army representative at some later date, it can be explained that this is a temporary building which will be moved to meet other storage requirements, if and when no longer required at the airfield site.

The other facilities required such as water, power, storage building, and lights can be provided as resources become available as improvements to the landing field which will be in existence.

Colonel Pennington said he agreed and to send the DA Form 5-25 on up for the hangar building and he would see that it was approved. I assured him that it would be sent up the first week in June.

Although Colonel Ridlehuber had declared the hangar to be a temporary building which would later be used to fulfill the storage requirements of the 109th Aerial Detachment, this was not the view of General Denniston when he was interviewed by the staff. The general viewed the hangar as a permanent structure, saying that it never occurred to him that it was a temporary hangar, nor was he aware that Colonel Ridlehuber had discussed the hangar in terms of it being a temporary facility.

On June 2, 1959, Colonel Pennington officially replied (exhibit 22) to Colonel Ridlehuber's letter of May 25, saying:

As you know, and as I mentioned in our telephone conversation on May 29, the Quartermaster General is limited to a funded cost of \$25,000 for new construction. This limitation applies to the entire airfield as one project and not to various elements or increments. In other words, the project completed with \$25,000 funded cost must be a usable facility in itself. I understand that you are about up to the legal limit now, so it does not appear possible to accomplish PR 16-60 for electricity and water nor PR 18-60 for a temporary control tower from O. & M. funds in fiscal year 1960.

(Exhibit 22—Letter from Col. James C. Pennington, Quartermaster Corps, Chief, Installation Division, to Col. W. R. Ridlehuber, June 2, 1959, appears in the appendix on p. 302.)

Mr. BARAS. Having stated his awareness that Fort Lee had expended close to the \$25,000 statutory limitation and his further understanding that the limitation applied to the entire airfield facility as one project, Colonel Pennington nevertheless concluded his letter with a statement that OQMG was awaiting submission of the project for the building to be used by the aerial detachment and would take expeditious action on it.

The committee staff was informed by Major Swartz, who at the time was assistant post engineer, that in May of 1959 when it became apparent that the cost of materials still to be acquired for the airfield would throw the cost of the airfield project over the \$25,000 statutory ceiling, Colonel Ridlehuber instructed him to initiate purchase requests and to charge the materials procured for the airfield to such projects as maintenance of roads, repairs and utilities maintenance, and others.

Acting under these instructions, at least a half dozen purchase requests were prepared and falsely designated as being required for purposes other than the airfield. These were processed by Major Swartz, Lt. Col. William H. Jarrett, post engineer, Lt. Col. Julian E. Pylant, who succeeded Lieutenant Colonel Jarrett as post engineer in July 1959, and Mr. Hiram W. Fussell, accountable property officer in the post engineer's office. They included:

Purchase request No.	Date	Items purchased	Stated on the purchase request as required for—
1900 (exhibit 23)-----	May 13, 1959	2,150 tons of crushed stone-----	Maintenance of roads.
2005 (exhibit 24)-----	May 22, 1959	Contract to perform all operations in connection with the supply of bituminous plant mix.	Improvements to landing strip.
2006 (exhibit 25)-----	do.	Laying of plant mix-----	Do.
2107-M (exhibit 26)---	June 5, 1959	5,500 tons of crushed stone-----	Mobex.
92-G (exhibit 27)-----	July 24, 1959	2,600 tons of crushed stone-----	Maintenance of roads in training areas.
111 (exhibit 28)-----	July 29, 1959	Contract for bituminous paving of the aircraft parking apron at the airfield.	Repairs and utilities maintenance.

(Exhibit 23—Local purchase request No. 1900 from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, May 13, 1959, appears in the appendix on p. 303.)

(Exhibit 24—Local purchase request No. 2005 from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, May 22, 1959, appears in the appendix on p. 304.)

(Exhibit 25—Local purchase request No. 2006 from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, May 22, 1959, appears in the appendix on p. 305.)

(Exhibit 26—Local purchase request No. 2107-M from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, June 5, 1959, appears in the appendix on p. 306.)

(Exhibit 27—Local purchase request No. 92-G from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, July 24, 1959, appears in the appendix on p. 307.)

(Exhibit 28—Local purchase request No. 111 from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, July 29, 1959, appears in the appendix on p. 308.)

Chairman DAWSON. What is MOBEX?

Mr. BARAS. Mobex is a training exercise of the Quartermaster Training Command.

Mr. LANIGAN. We have a statement on that if we could include it among the exhibits. (See exhibit 40, p. 334.)

Chairman DAWSON. All right.

Mr. BARAS. The total cost of the materials so procured amounted to approximately \$38,000. The first four purchase requests were initiated by Lieutenant Colonel Jarrett, or by Major Swartz or Major Buechler in his behalf, and approved by Colonel Ridlehuber.

The last two were initiated by Lieutenant Colonel Pylant and approved by Colonel Connor. Although two of the purchase requests—Nos. 2005 and 2006—indicated that the materials were needed for the landing strip, the post engineer's cost accounts showed that they were not charged to the airfield project.

Major Swartz was asked by the committee staff to explain a notation (exhibit 29) which he addressed to Mr. Fussell, accountable officer, in an informal memorandum concerning the proposed acquisition of 2,150 tons of crushed stone. This later materialized into purchase request No. 1900, dated May 13, 1959. In his notation Major Swartz wrote:

Mr. FUSSELL. I would like a copy of the PR. This order will be followed by additional orders and I will have to keep a record of them. Actually, although charged to road maintenance, this material will be used on the airfield.

(Exhibit 29—Purchase request signed by Maj. Thomas S. Swartz, assistant post engineer, Fort Lee, Va., for 2,150 tons of crushed stone appears in the appendix on p. 309.)

Mr. BARAS. Major Swartz stated that his notation to Mr. Fussell was based on instructions which he received from Colonel Ridlehuber and Lieutenant Colonel Jarrett.

In addition, the following three purchase requests were initiated for the procurement of materials for the hangar and set up as a separate project, PR 72-59.

Purchase request No.	Date	Items purchased	Stated as required for—
2069 (exhibit 30).....	June 3, 1959	Construction of prefabricated metal building.	Purchase request 72-59.
2274 (exhibit 31).....	June 25, 1959	Labor and supervision.....	Do.
165 (exhibit 32).....	Aug. 10, 1959	Reinforcing.....	Do.

(Exhibit 30—Local purchase request No. 2069 from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, June 3, 1959, appears in the appendix on p. 310.)

(Exhibit 31—Local purchase request No. 2274 from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, June 25, 1959, appears in the appendix on p. 311.)

(Exhibit 32—Local purchase request No. 165 from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, August 10, 1959, appears in the appendix on p. 312.)

Mr. BARAS. The total cost of the above purchase requests amounted to about \$17,500. Major Buechler initiated the first two, one on behalf of Lieutenant Colonel Jarrett and the other on behalf of Lieutenant Colonel Pylant. Lieutenant Colonel Pylant initiated and signed the

third purchase request. The three purchase requests were approved, respectively, by Colonel Ridlehuber, Major Swartz—for Colonel Ridlehuber—and Colonel Connor.

In connection with purchase requests 2107-M, 92-G, 111, 2069, 2274, and 165, a portion of the certification required of the fiscal officer to the effect that funds were available to cover the cost of the items requested was crossed out. The words obliterated were "I certify that." The staff was told by Lieutenant Colonel Pylant that he had personally obliterated these words because he felt that, as to those purchase requests which he was initiating, he was going on record that the funds were available for the acquisitions. Being aware that this was not the case, Lieutenant Colonel Pylant said that he felt obliged to strike out these words on the assumption that he then could not be held to have made a false certification. The purchase requests with words "I certify that" crossed out were countersigned by two civilian employees for Maj. H. F. Yates, finance officer. On the other hand, in the cases of purchase requests Nos. 92-G and 2274, in the box calling for the certification, the finance officer inserted the stamped words "Subject to the availability of funds." The staff is unaware of any authority for such insertion.

Colonel Ridlehuber admitted to the committee staff that it was he who instructed Lieutenant Colonel Jarrett and Major Swartz to prepare purchase requests for material needed for the airfield and to charge them to road maintenance and to stock.

One of the projects which were conceived by Colonel Ridlehuber was entitled "Operation Mobex." It was to this project that the material purchased on purchase request No. 2107-M, dated June 5, 1959, was charged. This material, consisting of 5,500 tons of crushed stone, was used in constructing the apron connecting the hangar and the runway. Colonel Ridlehuber attempted to explain the Mobex project by saying that a hardstand was required on which the troops were to unload in case of an alert and that this had been a requirement for some time but had been eliminated from previous military construction programs.

At the time of the investigation by the Quartermaster General's inspector general, Colonel Ridlehuber had stated that he could not recall why the designation of Mobex appeared on PR-2107-M and that this may have been an error. Colonel Ridlehuber admitted to the committee staff, however, that the designation of project Mobex as the purpose for which the crushed stone was being procured, could be considered a subterfuge.

Colonel Shirley, during his interview, stated that he was aware of the existence of the Mobex program but did not furnish any details beyond acknowledging his awareness. Lieutenant Colonel Pylant, on the other hand, in response to questioning by the staff, stated that, so far as he knew, Mobex was conceived by Colonel Ridlehuber as a fictitious project to enable the post to secure funds for the purchase of crushed stone for the airfield.

Lieutenant Colonel Pylant told the interviewers that the creation of this fictitious project drained his office of funds which were needed for other maintenance projects. Mr. Hiram W. Fussell, accountable officer in the office of the post engineer, also informed the committee

staff that he knew nothing about any such project as "Mobex," terming it "a new one on me."

In connection with Lieutenant Colonel Pylant's initiation of purchase requests which were recorded as being needed for maintenance and other projects when they were in fact to be used on the airfield, the committee staff was informed by Colonel Ridlehuber that Colonel Connor, who had succeeded him as G-4, had reported that he was having difficulty getting Lieutenant Colonel Pylant to buy the necessary material to complete the airfield.

Colonel Ridlehuber indicated to the committee staff that Lieutenant Colonel Pylant was reluctant to develop any projects to which to charge the airfield material. Lieutenant Colonel Pylant later confirmed this to the staff and said that he had, in fact, told Colonel Ridlehuber at the time, "I'm not going to the pen for this," to which Colonel Ridlehuber replied, "I'll sign it." Colonel Connor, however, denied that he had ever complained to Colonel Ridlehuber about Lieutenant Colonel Pylant's refusal to falsify the purchase of the material being requisitioned and did not corroborate the facts as presented by Colonel Ridlehuber.

Lieutenant Colonel Pylant also told the committee staff that he was motivated to write a memorandum to Colonel Connor on July 24, 1959 (exhibit 33), requesting the latter's approval of two purchase requests as a self-protective measure.

(Exhibit 33—Memorandum from Lt. Col. Julian E. Pylant, post engineer, Fort Lee, Va., to Maj. Thomas S. Swartz, July 24, 1959, appears in the appendix on p. 313.)

Mr. BARAS. In this memorandum Lieutenant Colonel Pylant informed Colonel Connor that the material being requested was needed to complete the airfield. Colonel Connor replied to Lieutenant Colonel Pylant on July 28 (exhibit 34), as follows:

1. After discussion between yourself, Major Swartz and Lieutenant Colonel Jarrett, July 27, you determined that it would be best to procure total stone in one action, and due to dollar value of paving (in excess of \$5,000) divide this work into two increments.

2. Purchase request for stone was forwarded to P. & C. this date, and the purchase requests on paving will be approved upon receipt in this office.

3. These funds are and will be utilized from your normal operating funds for maintenance.

(Exhibit 34—Memorandum from Col. J. W. Connor, Acting Chief of Staff, G-4, to the post engineer re Fort Lee Army airstrip, July 28, 1959, appears in the appendix on p. 314.)

Mr. BARAS. Colonel Connor told the staff that he understood that, based on what Colonel Ridlehuber had told him, it was proper to designate the use of the materials acquired in the manner shown on the purchase requests.

He said that he checked every purchase request to see that it had been approved by authorized officials and for the indication of the certification of funds, but that he did not check the account to which the material was coded. He said further that he was concerned that purchase requests were being processed in increments and that before approving two requests, Nos. 110 and 111, dated July 29, 1959, for the bituminous surfacing of the taxiway, roads, and parking apron, he discussed them with Lieutenant Colonel Jarrett.

He said that he pointed out to Lieutenant Colonel Jarrett that although the combined cost of the two P/R's exceeded \$5,000, individually they approximated \$3,000 each.

By processing two purchase requests for this procurement instead of one it appeared that an attempt was being made to circumvent the approval authority required from higher headquarters for procurements in excess of \$5,000. Lieutenant Colonel Jarrett assured him that this was all right. When Lieutenant Colonel Jarrett was interviewed by the committee staff he recalled discussing the two purchase requests with Colonel Connor, but stated that he had been instructed by Colonel Ridlehuber to purchase materials in such quantities as to keep the cost under \$5,000 so that there would be no need to get approval from higher headquarters. Lieutenant Colonel Jarrett recalled Colonel Connor saying that he was going to discuss the two requests with Colonel Shirley and that Colonel Connor later returned and personally approved them.

According to testimony by various officials at Fort Lee a conference was held in the office of Colonel Shirley when it became known that the GAO would be arriving to conduct their review of military construction.

Based on testimony obtained by the staff, it appears that the conference was attended by Colonel Shirley, Colonel Connor, and Lieutenant Colonel Jarrett. Colonel Connor recalled Colonel Shirley saying that "they had better get the files in order."

Lieutenant Colonel Jarrett stated that he was instructed by Colonel Shirley to notify either the post engineer or the assistant post engineer to remove all embarrassing material from the 10-57 file before the arrival of GAO. He passed this instruction on to Major Swartz by phone but denied that he removed any documents from the file himself. Lieutenant Colonel Jarrett said that he was later informed by Major Swartz that he, Swartz, had gone through the file.

Major Swartz corroborated the fact that he had received instructions from Lieutenant Colonel Jarrett to remove embarrassing material from the file and added that he was also told to destroy it and that he did so. Major Swartz pointed out, however, that other copies of the destroyed documents were still available in other offices, such as the Comptroller's office. Major Swartz maintained that he was obliged to carry out instructions from a superior officer.

Colonel Connor told the staff he vigorously protested at the meeting in Colonel Shirley's office the proposal to purge the files, saying that, as far as he was concerned, GAO would see everything. Colonel Connor informed the committee staff that he told Colonel Shirley that he would not be a party to the removal of any material from the files and that, in fact, he took the originals of the purchase requests with which he was concerned and personally placed them in his safe for fear that someone might alter the coding.

Lieutenant Colonel Pylant said that he had been told by Major Swartz to remove any unofficial documents from the project file, such as memorandums for the record. He said that these were later turned over to Lieutenant Colonel Jarrett to make certain that no embarrassing memorandums had been overlooked.

Major General Denniston denied any knowledge about the removal or destruction of records, saying that he first learned of it when this

fact was brought to his attention by the Quartermaster Inspector General.

Colonel Shirley admitted that he called in the staff for a conference prior to the arrival of the GAO but that it was not for the purpose of issuing orders to have the files cleansed of any embarrassing material. Furthermore, he stated that he was unaware of the existence of any material in the files which would prove embarrassing to Fort Lee.

General Denniston readily admitted to the committee staff his responsibility, as commanding general, for what had occurred at Fort Lee with respect to the construction of the airfield.

He acknowledged his awareness of the \$25,000 statutory limitation and said that it should have been apparent to him that the airstrip could not be built for under that amount. However, he said that he never gave it any real thought. He explained that he placed great reliance in Colonel Ridlehuber, whom he had known well for some years before taking over command at Fort Lee. The general denied any knowledge of the falsification of records, terming these inexcusable. General Denniston said that the airfield was "one-man, personal project of Colonel Ridlehuber." However, he was never conscious of anyone ever wanting the airstrip constructed at any cost although he said some people, whom he did not identify, have this opinion.

He said further that Colonel Ridlehuber was derelict in not keeping him better informed on the financial status of the airfield project, and particularly of the concern of the Quartermaster General. He became aware of the airfield not meeting the engineers' criteria only after it was practically complete.

Colonel Shirley told the interviewers that in the performance of his duties as deputy commander at Fort Lee since 1958, he was required to carry out the commanding general's wishes, to act as his representative, to review reports from staff officers and to keep the general informed on their substance.

Colonel Shirley said that he was aware of the \$25,000 limitation imposed on the use of O. & M. funds but did not know, until informed by GAO, that it had been exceeded.

Like Colonel Ridlehuber, Lieutenant Colonel Pylant and others he had reservations about the ability of the engineers to construct the airfield for less than \$25,000 of funded costs, but he was not aware that funds available for other post engineer projects were being used to purchase material for the airfield.

Colonel Shirley recalled approving two purchase requests for materials going into the airfield which were shown on the records as required for other purposes.

He was certain that he had told General Denniston that this material was going to the airfield but could not recall any discussion about the \$25,000 limitation being exceeded nor could he recall having been informed of the concern on the part of certain OQMG officials about the limitation being exceeded. He said that Colonel Ridlehuber was derelict in not reporting this matter to him, but that Colonel Ridlehuber probably felt that it was a matter for his office alone to resolve.

Colonel Shirley recalled the staff study prepared originally by Colonel Weisemann concerning resiting the airfield at Fort Lee and recalled discussing this problem with Colonel Ridlehuber after the latter had received the February 19 call from Mr. Olewiler of OQMG.

Although he remembered that discussions were held on the conclusions reached in the study, he did not specifically recall any objections raised by the G-3. He said that he did not personally make the decision to go ahead with the airfield construction after the waivers had been denied by DCSOPS.

Colonel Ridlehuber acknowledged his awareness of the \$25,000 statutory limitation on the use of O. & M. funds for urgently needed construction projects and conceded that he was aware from the very beginning of the impossibility of building an airfield for under this amount.

However, it was his understanding that if funds were available to the command for other maintenance projects which had been approved, these could be used to finance materials needed for the airfield. He said that, in his opinion, it was a proper procedure to purchase materials for a stockpile and later issue them for use on the airfield without charging them on the records to the airfield.

Colonel Ridlehuber continued that he was aware that the engineers would depart once the \$5,000 figure was reached and that when he was advised by Major Swartz that they were getting close to the limit he began to devise new sources from which to generate funds to purchase the airfield materials.

He told the interviewers that even at the time that the airfield project was initiated he had already contemplated that several projects would be required before the airfield could be completed. However, he took the position that, so long as they were approved, an indefinite number of additional projects could be generated.

He said that he informed General Denniston that additional projects would have to be approved to facilitate the purchase of materials for the completion of the airfield and that the general voiced no objections.

Colonel Ridlehuber concluded that in retrospect he still adheres to the belief that the airfield work should have continued even after DCSOPS rejected the request for waivers because of the urgent requirement for the field. He believes that having the landing field at Fort Lee is saving about \$25,000 a year by avoiding the cost of transporting troops and other personnel back and forth to Byrd Field and Petersburg Airport in good weather.

Colonel Connor told the committee staff that when he took over as G-4 in July 1959 from Colonel Ridlehuber, he was told by Colonel Ridlehuber that there was not any money available to complete the project but that "when you can find money from other projects, we apply it here."

He never questioned or discussed the source of funds during his tenure as G-4, nor was he aware, until apprised by GAO late in 1959, despite the fact that he had been a former Inspector General, that there was a statutory limitation of \$25,000 on the use of O. & M. funds on urgently needed construction projects.

However, he said that he was cognizant of the amount expended on the airfield and other projects from monthly status reports submitted to him by his Financial Management Section. He concluded that had he been aware of the improprieties that were being perpetrated, he "would have worn out the stairway to the general with his complaints."

Lieutenant Colonel Jarrett told the committee staff that when the airstrip was originally conceived as a 1,500 foot-strip, he felt that there was a reasonable chance to complete it for less than \$25,000 of funded cost if troop labor were used.

However, when the plans were revised, calling for a 2,500-foot strip, he began to have reservations. He stated that a conference was called to discuss the matter at which Colonel Ridlehuber, Major Swartz, and a Mr. Harper, chief civilian engineer at Fort Lee, were also present. Lieutenant Colonel Jarrett said that it was the consensus of opinion that it would be difficult to accomplish the project for under \$25,000. He said that it first became apparent that the project would exceed the \$25,000 funded cost in March 1959 when it was learned that the base course material available at Fort Lee would not meet the specifications and that crushed rock and black topping would therefore have to be procured from outside sources.

He discussed this with Colonel Ridlehuber, who instructed him to use whatever material was available from the post stockpile and to purchase whatever was needed with O. & M. funds. He admitted that he knew this was wrong, but could not dispute a superior officer. He told the staff, however, that he felt at the time that he was not committing a serious infraction since everyone who approved the project, both at Fort Lee and in Washington, must have realized that the project could not be built for \$25,000.

Lieutenant Colonel Pylant stated that when he arrived in July of 1959 to succeed Lieutenant Colonel Jarrett as post engineer, he toured the airfield site with Colonels Ridlehuber and Weisemann. He was told that the project was in good shape financially and that money would be available to complete it.

He was also told that the project had top priority since the engineer troops were soon scheduled to depart. He stated that he knew that the airstrip could not be accomplished for less than \$25,000 and that he also knew that it was improper to use O. & M. funds on the airfield without charging them to the project, but that he did not protest the method of financing because he was only following instructions of his superior, Colonel Connor.

Mr. HENDERSON. Excuse me.

At the bottom of page 47, you say, "He stated that he knew." Are you referring to Colonel Pylant?

Mr. BARAS. Yes; this is Lieutenant Colonel Pylant saying this.

Mr. HENDERSON. Now, did he say this to you, or was he in a conversation with someone else?

Mr. BARAS. No. He said this to Mr. Perlman and myself.

Mr. HENDERSON. I see. Thank you.

Mr. BARAS. Lieutenant Colonel Pylant stated that at a conference with General Denniston and Colonel Shirley at the time he took over as post engineer, he was told that he was filling a big man's shoes and that "Bill Jarrett" was the best post engineer they had ever had because he did what he was told."

Major Swartz, who was the airfield project engineer, was asked, when he was interviewed, to explain how the estimated funds which would be needed for the airfield could be cut back from \$37,009 to \$24,948 at the same time that the length and depth of the airfield were being increased.

He stated that it was originally believed that an adequate supply of fill material would be available at Fort Lee and that funds would only be needed for plant mix and drainage pipes.

He also said that it was understood that the engineers would lay the bituminous plant mix. It was later found that the Fort Lee material did not meet the specifications and that the engineers could not provide the paving equipment.

This meant that the material had to be procured, and the equipment rented, from outside sources. Nevertheless, even had the materials and equipment been available, Major Swartz was skeptical about the possibility of completing the airfield for under \$25,000 and said that he had, in fact, questioned his superior about it. Major Swartz maintained that throughout the construction of the airfield he was obliged to participate in the falsification of the purchase requests because he had been ordered to do so. He knew it was improper, questioned Colonel Ridlehuber about it, but never got to the point of outright refusal to carry out the instructions of his superiors.

Major Swartz said that he discussed the progress of the airfield with Colonel Shirley at least six times and that their discussions included the difficulty of obtaining materials and that Colonel Shirley said that this would be taken care of. However, at no time did the question of the method of funding arise during these discussions.

Mr. Fussell also acknowledged to the committee staff his awareness of the \$25,000 limitation on the expenditure of O. & M. funds for the airfield but said that he had no means of knowing when the limitation was reached.

This, he said, was the responsibility of another section in the office of the post engineer. However, he said that it was common knowledge that Fort Lee was close to the limitation and he discussed this with Major Swartz just prior to the time that it became necessary to order hot mix and crushed stone.

He was told that "supplemental" projects would be initiated and approved once the limitations were reached.

Major Swartz did not specify who would approve it. Mr. Fussell stated that Major Swartz termed these supplemental projects "after fact" projects. Mr. Fussell also said that he had discussed the exceeding of the statutory limitation with other employees in the post engineer's office. However, he felt that he had no alternative but to do as he was told.

Mr. William H. Stewart, Mr. Fussell's assistant, stated that he was concerned about the improper charges but that he was obliged to follow orders.

As a result of the disclosures in the review made by the GAO, the Comptroller General filed a notice of exception (exhibit 35) against two finance officers who had made payments in excess of the statutory limitation in the following amounts:

Maj. H. F. Yates.....	\$38, 119. 45
Lt. Col. S. T. Wilson.....	3, 484, 80
Total.....	41, 604. 25

(Exhibit 35—U.S. General Accounting Office notice of exception No. 100001, September 14, 1960, and exception for freight charges, September 14, 1960, appears in the appendix on p. 315.)

Mr. BARAS. Also following the GAO review, the Army conducted some investigations of its own: One by the U.S. Army Audit Agency (exhibit 36), a second one by the Quartermaster General's inspector general (exhibit 37), and a third by the Department of the Army's Inspector General (exhibit 38). Excerpts of the findings by the respective Army investigators were furnished to the subcommittee.

(Exhibit 36—Summary of special audit report on the construction of an airfield at the U.S. Army Quartermaster Training Command, Fort Lee, Va., appears in the appendix on p. 318.)

(Exhibit 37—Summary of pertinent facts, Quartermaster Corps Inspector General's "Report of Investigation re Construction of Airfield at Fort Lee, Va.," appears in the appendix on p. 321.)

(Exhibit 38—Summary of facts, Inspector General's report of investigation of the Fort Lee airfield, Fort Lee, Va., April 3, 1961, appears in the appendix on p. 328.)

Mr. BARAS. On October 4, 1961, the chairman of the committee addressed a letter to the Department of Justice, noting that the Army had referred the matter of the Fort Lee airfield to the Department and requesting the reasons why the Department had, in April 1961, declined to prosecute the persons involved. The Department of Justice reply dated October 13, 1961, gave the following reasons:

(1) Evidence failed to disclose any personal gain on the part of any of the individuals concerned, thereby presenting a serious obstacle to successful prosecution;

(2) Almost all the subjects being military personnel, they could contend that they were merely following orders and had no intention to violate the statute; and

(3) The Department of the Army took administrative action by issuing reprimands which were inserted in the respective officials' personnel files. In this regard, 31 U.S.C.A. 665(i) includes within its provisions the taking of administrative action.

The report of the Department of the Army's Inspector General was submitted to the commanding general, 2d Army, who, after consideration, concluded, on June 20, 1961, that no further action was warranted beyond letters of reprimand which had been administered.

The individuals reprimanded were: Major General Denniston, Colonel Ridlehuber, Colonel Connor, Lieutenant Colonel Pylant, Lieutenant Colonel Jarrett, Colonel Grant Healey (comptroller), and Major Swartz.

Gentlemen, this concludes my prepared statement.

Chairman DAWSON. Mrs. Granahan?

Mrs. GRANAHAN. Mr. Chairman and Mr. Baras, did you question the commanding general of these people who said they had to do it, they were afraid not to do it, and so forth and so on? Was he interrogated?

Mr. BARAS. Yes. General Denniston was the commanding general at Fort Lee during almost the entire period of construction and at the time that the project costs had exceeded \$25,000; we did question General Denniston; yes.

Mrs. GRANAHAN. Well, it seems to me it is a very sad state of affairs that a minor officer has to do these sort of things because he is told to do so and he is afraid to go above that.

Do you take that connotation from this?

Mr. BARAS. Well, this is something that the Department of Justice apparently found as one of the reasons why they could not take any action against individuals.

Mrs. GRANAHAN. Because they probably could not prove that they definitely took money, although there was certainly a lot of juggling of funds?

Mr. BARAS. One of the reasons stated was that there was no personal gain on the part of any individual.

Mrs. GRANAHAN. Yes; I noticed that.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. There were four aircraft, I noticed, assigned to Fort Lee. At whose disposal were those aircraft? Were they part of a training mission, do you know, or were these personal aircraft of the Attorney General and his chief?

Mr. BARAS. There were four Army aircraft permanently assigned to Fort Lee.

Mr. ANDERSON. For whose use? What kind of a mission did they have for these aircraft?

Mr. BARAS. I do not know what use they were put to.

Mr. ANDERSON. I am trying to figure out why someone was so frantically concerned with getting this airfield. Was it going to make things more convenient for this general, so he did not have to drive 12 miles to Petersburg, or what the real reason was?

Mr. BARAS. The staff was never able to establish the reason why this project was pursued the way it was.

Chairman DAWSON. Mr. Carlson?

Mr. CARLSON. No questions.

Chairman DAWSON. Mr. Lanigan.

Mr. LANIGAN. Do you have any evidence that would indicate that the complete project, with the hangar, was considered as a unit at some time before construction of the first landing strip started?

Mr. BARAS. There is evidence in the form of a memorandum which is dated September 18, 1957 (exhibit 39), which was some 2 months prior to the submission of the airstrip to the Quartermaster General's Office for approval.

(Exhibit 39—Memorandum from C. J. Robin, chief, engineering division, Fort Lee, Va., to the commanding general re the Fort Lee Airfield, September 18, 1957, with a revised cost estimate appears in the appendix on p. 332.)

Mr. BARAS. This memorandum is addressed to the commanding general at Fort Lee. Although there is no heading on it, it appears that it was prepared by the district engineer's office in Norfolk. There is an attachment to the memorandum which discloses the revised cost estimate for a Fort Lee airfield, and there is a detailed analysis of the cost of various aviation support facilities; maintenance hangar is estimated at 5,350 square feet, to cost \$96,300. Then there are other costs listed for supply buildings, flammable storage building, and so on, and 69,870 square yards of paving, which is further broken down into 28,000 square yards for a runway, 25,000 for taxiways, and additional smaller amounts for a runup area, parking apron, and washing area.

Mr. LANIGAN. Was it not also true that Fort Lee asked for the inclusion of a hangar within a few months after the approval of the initial project in 1957?

Do you recall the date upon which they made their request for a hangar under the military construction program?

Mr. BARAS. I do not know which date the request was submitted, but there is a memorandum of January 30, 1958, written by the Chief of the Installation Division of the Office of the Quartermaster General in Washington to the commanding general of the training command at Fort Lee, in which he cites several so-called desirable items for inclusion in the fiscal year 1960 and subsequent MCA programs.

This includes a hangar of 5,350 square feet. (See exhibit 40, p. 334.)

Mr. LANIGAN. And this was actually before construction started on the airstrip?

Mr. BARAS. Yes, sir; construction began in the spring of 1958.

Mr. LANIGAN. They were asking for a hangar before that?

Mr. BARAS. Yes.

Mr. LANIGAN. Now, with respect to Operation MOBEX, which you referred to on page 34, which was involved in purchase request 2107, do you have any information as to what the purchase request, the material required under that purchase request, was used for, actually?

I think you say here it is a construction of an apron connecting the hangar and the runway. Is that correct?

Mr. BARAS. Yes.

Mr. LANIGAN. Do you know where that information was obtained from, that it was used for construction of an apron?

Mr. BARAS. Colonel Ridlehuber, in an interview which we had, stated that this material was used on that area between the runway and the hangar.

Mr. LANIGAN. Are you aware that in the project approval for 10-57, that included paved taxiways and the parking apron, in the project approval, the revised project approval?

Mr. BARAS. Yes.

Mr. LANIGAN. So there is no doubt that the material used in MOBEX was for part of the initial project that was approved?

Mr. BARAS. That would be right if it were used on that particular area, as we were told; that is right.

Mr. LANIGAN. Mr. Chairman, in Mr. Baras' statement, he refers to a number of documents, 38 in number. I would like permission to put those in the appendix of the record, plus the other document that he has referred to and another exhibit that was furnished to the subcommittee, explaining Operation MOBEX (exhibit 40) that you asked about during the witness testimony.

(Exhibit 40—Memorandum explaining a STRAC mobility test exercise (MOBEX) with code number and title and definition appears in the appendix on p. 334.)

Chairman DAWSON. If there are no objections, it will be put in the record at the conclusion of Mr. Baras' testimony.

Mr. LANIGAN. I have nothing further.

Mr. HENDERSON. I have a question.

Mr. BARAS, what is the present status of that airfield down there?

Mr. BARAS. The airfield is currently being used.

Mr. HENDERSON. Then it was completed?

Mr. BARAS. Yes. The airstrip—the runway was completed and they also have a hangar building. That is what they have completed down there. It is operational.

Mr. HENDERSON. Did your investigation cover the entire construction work on the airfield or was it limited to just a certain period of time after which the airfield was completed?

Mr. BARAS. Our investigation picked up after the airfield was completed.

Mr. HENDERSON. One last question. Could you give us the gist of the Army regulation governing the use of military personnel and the one you referred to, 420-60-2?

Mr. BARAS. I believe the regulation is available to the subcommittee. I would have to refer to it to recall the contents.

Mr. LANIGAN. We have a copy of the regulation which we can keep in the files for reference.

Mr. HENDERSON. Fine.

Mr. LANIGAN. I have another question.

On the current use of the airfield, is there any limitation at the present time on the type of craft that can use it or the type of weather that it can be used in?

Mr. BARAS. It is a fair-weather strip. In other words, it is not usable for night flying under ordinary conditions, barring emergency, that is, and it is not usable in unfavorable weather.

Mr. LANIGAN. Is there any limitation on the type of aircraft and weight of aircraft that can use it?

Mr. BARAS. It is used for light aircraft, which are assigned to Fort Lee.

Mr. LANIGAN. Only for light. So for night flying, bad-weather flying, and heavier aircraft, they have to use one of the other airstrips, either at Petersburg or Richmond; is that right?

Mr. BARAS. That is my understanding, yes.

Chairman DAWSON. Thank you very much, sir.

(The documents referred to in Mr. Baras' statement and other exhibits may be found in the appendix.)

Chairman DAWSON. We have one other witness this morning. That is Mr. Kelly, David C. Kelly.

Mr. LANIGAN. We are just asking Mr. Kelly questions.

Chairman DAWSON. Mr. Kelly, do you solemnly affirm that the testimony you are about to give the subcommittee will be the truth, the whole truth and nothing but the truth, so help you God?

Mr. KELLY. I do.

Chairman DAWSON. Do you have a prepared statement?

Mr. KELLY. No, sir, I do not.

#### TESTIMONY OF DAVID C. KELLY, SUPERVISORY AUDITOR, NORFOLK REGIONAL OFFICE, U.S. GENERAL ACCOUNTING OFFICE

Mr. LANIGAN. Could you state your position with the General Accounting Office?

Mr. KELLY. Yes, sir. I am more or less of a supervisory auditor at the Norfolk regional office of the GAO.

Mr. LANIGAN. Did you participate in the audit of the projects at Fort Lee?

Mr. KELLY. Yes, sir, I did.

Mr. LANIGAN. Prior to the time that the GAO began its audit, was a letter sent to Fort Lee informing them of the coming audit?

Mr. KELLY. Yes, sir; I have a copy of this letter. It is the practice of our office, prior to the arrival of the GAO audit staff, to apprise the commanding officer of that installation that an audit is forthcoming.

Would you like me to read this letter?

Mr. LANIGAN. Yes, sir. Would you, please?

Mr. KELLY. This letter is addressed to the commanding general, Fort Lee, from Mr. C. E. Merrill, regional manager, dated August 27, 1959.

DEAR SIR: In connection with our review of military construction activities conducted by the U.S. Army, Engineers District, Norfolk, we have selected Fort Lee as the site for our review of certain project activities at the using installation level.

We anticipate making a preliminary visit to Fort Lee the early part of next week for the purpose of formulating plans for our review with members of your staff. Mr. Harrell R. Pratt will be in charge of this assignment.

Your cooperation in this matter will be appreciated.

Sincerely yours,

C. E. MERRILL, *Regional Manager.*

Mr. LANIGAN. As I understand it, you were the GAO employee who initially discovered this construction activity of the airfield at Fort Lee.

Mr. KELLY. That is correct, sir.

Mr. LANIGAN. Could you tell us how you made that discovery?

Mr. KELLY. Yes, sir. In connection with our MCA audit, a segment of our program called for—

Mr. LANIGAN. Tell us what MCA is.

Mr. KELLY. Military construction authorization. A segment of our program was to review projects constructed with O. & M. funds at Fort Lee. After completing our review of MCA construction, we moved to the post engineer's shop and on a test basis, selected projects constructed with O. & M. funds.

Mr. LANIGAN. Did you select the airfield initially as one of your test projects?

Mr. KELLY. No, sir; I did not. Our first selection was the closed circuit television system that was being put into effect at Fort Lee.

Mr. LANIGAN. And you discovered the existence of the airfield project as a result of your examination of the closed circuit television project?

Mr. KELLY. Yes, sir; I did. In reviewing the official correspondence files of the closed circuit television system, I noted a letter. This letter was from—actually, it was a record of a phone conversation from Mr. MacDonald, OQMG. He asked Colonel Ridlehuber if the airstrip was going to run over the \$25,000 limitation. If so, they were all in trouble.

I called this letter to the attention of the audit supervisor and requested that I be assigned project 10-57 for review.

Mr. LANIGAN. Then what?

Mr. KELLY. One of the first things we do is review the official correspondence files for potential soft spots. I went to the G-4 section and requested Colonel Jarrett to give me the official correspondence

file. He directed a Mr. Harrison of that office, Facilities Office, to give me this file. I was given a voluminous reading file.

This was the first file given.

Mr. LANIGAN. Did you discover the discrepancies in that file?

Mr. KELLY. No, sir, I did not. Mr. Harrison and Colonel Jarrett went to lunch and I turned to a sergeant who was assigned to the Facilities Section. This sergeant had given me the official correspondence file on the closed circuit television and I asked him if he had a similar file on the Fort Lee airfield and he presented me with same.

Mr. LANIGAN. What did you discover in this file?

Mr. KELLY. Well, after a cursory review of this file, I noticed it had some pertinent correspondence in it and I took the file to the post engineer's shop, where we had been assigned working space.

Mr. Cartwright, of our staff, and I, made copies of the correspondence contained in our file.

Mr. LANIGAN. You returned the file, then, to the post engineer, G-4?

Mr. KELLY. Yes, sir. I subsequently returned both files, the reading file and the file that I had obtained from the sergeant.

Mr. LANIGAN. Did you tell the G-4 that you had made copies of the material?

Mr. KELLY. No, sir; I did not.

Neither were we asked by the officials at Fort Lee the source of our information.

Mr. LANIGAN. How did you discover the memorandum in which Major Swartz told Mr. Fussell that he was to charge these purchases to other projects?

Mr. KELLY. This was in a review of the correspondence and the purchase requests on file in the post engineer's shop. In reviewing the files, I found a handwritten note attached to P/R. 1900. This was the handwritten document from Major Swartz to Mr. Fussell.

Mr. LANIGAN. Were handwritten notes commonly attached to the purchase request documents?

Mr. KELLY. No, sir; not to my knowledge. I do not recall any other handwritten documents.

Mr. LANIGAN. In Mr. Baras' statement he lists six purchase requests which were incorrectly charged. I wonder if you could tell us how you discovered them and what the basis is for your assertion that these were incorrectly charged?

Mr. KELLY. Yes, sir; if you will give me the number of the purchase request, I will.

Mr. LANIGAN. The first one is 1900.

Mr. HENDERSON. That is page 31.

Mr. KELLY. Purchase request 1900, which is dated May 13, 1959, for \$5,021.66. This was the purchase request which had a note attached from Major Swartz to Mr. Fussell, saying: "I would like a copy of the P/R. This order will be followed by additional orders and I will have to keep a record of them. Actually, although charged to road maintenance, this material will be used on the airfield."

Mr. LANIGAN. That was the basis of your discovering this one?

Mr. KELLY. Yes, sir.

Mr. LANIGAN. What was the cost code it was funded to?

Mr. KELLY. To cost code fund, P2100-08 9030.1460, which is surfaced areas, maintenance.

Mr. LANIGAN. And on purchase request 2005, what is the basis for assuming that that went to the airstrip?

Mr. KELLY. Well, purchase request 2005, which is dated May 22, 1959, is for \$7,210. In the block where it says, "required for," we have, "Improvements to landing strip."

Mr. LANIGAN. What cost account was that charged to?

Mr. KELLY. It was charged to P2100-07 9030.1600, which is modification of facilities.

Mr. LANIGAN. And 2006?

Mr. KELLY. Purchase request 2006, dated May 22, 1959, for \$4,296. On review of the files we found a description of work which made reference to purchase request 2006. In the scope it stated that there was to be a placement of bituminous plant mix on the runway of the Fort Lee landing strip.

Mr. LANIGAN. What was that costed to?

Mr. KELLY. This was also P2100-07 9030.1600, modification of facilities.

Mr. LANIGAN. And perhaps you could tell us now what is the correct cost code for a project such as 10-57?

Mr. KELLY. I believe that is 9030.1620, but I would like to look that up—9030.1620, entitled "Other minor construction projects over \$5,000 and up to \$25,000."

Mr. LANIGAN. So that was the cost code that should have been used for these various purchases?

Mr. KELLY. Yes, sir.

Mr. LANIGAN. Now to 2107-M.

Mr. KELLY. 2107-M is dated June 5, 1959, and on the copy, the carbon copy of the purchase request that I reviewed in the post engineer's shop, it had No. 10-57 which is the project number for the airfield, noted on the face. The original does not contain this. This was verified by the property section, that the material was used on the airstrip.

Mr. LANIGAN. So the original purchase request did not contain any indication that this was used on the airstrip?

Mr. KELLY. No, sir.

Mr. LANIGAN. I note in the copy supplied to us by the Quartermaster Corps, which was apparently a copy of the original, there is no notation. So that notation was just on one carbon that you happened to see; is that right?

Mr. KELLY. Yes, sir.

Mr. LANIGAN. What is that cost coded to?

Mr. KELLY. This is cost coded to Mobex, P2010.3213, which is operation of tactical forces, other. This provides for supplies other than petroleum, oil, and lubricants used by the QM TOE units.

Mr. LANIGAN. Now 92-G.

Mr. KELLY. Purchase request 92-G is dated July 24, 1959, for \$5,936.59 and in reviewing the correspondence file, there was a letter from Colonel Pylant to the G-4 officer. It made reference to airfield facilities and mentioned crushed stone requested on purchase request 92-G. This was the basis for looking at this purchase request, to determine if materials were used on the airfield.

Mr. LANIGAN. What was it costed to?

Mr. KELLY. This was costed to P2100-08 9030.1441, which is improved grounds.

Mr. LANIGAN. That is improved grounds?

Mr. KELLY. Yes, sir.

Mr. LANIGAN. And 111?

Mr. KELLY. Purchase request III, dated July 29, 1959, for \$3,750. In reviewing the description of work which made reference to this purchase request, it was stated that it was for bituminous surfacing of airstrip facilities.

Mr. LANIGAN. What was that costed to?

Mr. KELLY. This was costed to P2100-07 9030.1400, maintenance and repair of real property.

Mr. LANIGAN. Are you satisfied or sure that these are the only purchase requests that were used on the airfield that were not properly coded?

Mr. KELLY. Well, due to the way in which these purchase requests were prepared and the fact that materials could have been issued from stockpiles in the post engineer's shop, we refer to our cost accumulation as identifiable costs, because we were not sure we had identified the total cost of the project.

Mr. LANIGAN. Now, we had testimony from Mr. Baras that Colonel Conner stated that he had put certain records in the office safe for safekeeping. Could you tell us what you know about that?

Mr. KELLY. Well, in August of 1960, we were requested to return to Fort Lee and to determine if any additional moneys had been spent on the airfield. During the course of updating our work papers, Colonel Connor told me that he had the original copies of these documents on file in a safe in his office. He requested that prior to our departure from Fort Lee, I come by and review them to see if they were all inclusive.

Mr. LANIGAN. Had he told you during the time of your first examination that he had these papers in his office safe?

Mr. KELLY. No, sir; he did not.

Mr. LANIGAN. How long was your first examination?

Mr. KELLY. We went to Fort Lee, I believe, around September 15—I am not sure of the exact date—1959, and our exit conference was held December 9, 1959.

Mr. LANIGAN. Did you have any contact or discussions with Colonel Connor during that period?

Mr. KELLY. We had numerous discussions with Colonel Connor during that period.

Mr. LANIGAN. At no time did he tell you these were in his safe?

Mr. KELLY. No, sir.

Mr. LANIGAN. Now the committee asked you to get a map from the district engineer showing the obstructions to the airfield. Can you tell us what you obtained and what the nature of the obstructions reported are?

Mr. KELLY. At the request of Mr. Perlman of your committee, Mr. Pratt of our office worked with Mr. Robin and Mr. Elliott, civil engineer of Norfolk District, Corps of Engineers, and obtained from them a map. It is a site layout showing the location of the airfield and the

obstructions thereto. (The material referred to above is not reproduced herewith, but the original is in the subcommittee files.)

The figures contained in the attached statement are a result of studies by the Corps of Engineers, and we accepted these from the Corps of Engineers—they do not represent any computations on our part—the Corps of Engineers state that an instrument approach at the north end of the runway would require a waiver of criteria for the following obstructions:

Federal Reformatory Water Tank No. 1, is 4,740 feet from the end of the clear zone; is approximately 400 feet within the approach zone and protrudes 63 feet above the approach surface.

Federal Reformatory Water Tank No. 2 is 3,910 feet from the clear zone, is approximately 40 feet within the approach zone, and would protrude 78 feet above the approach surface.

Mr. LANIGAN. Is the approach surface the surface upon which an approach is to be made to the airfield?

Mr. KELLY. Yes, sir; this is your glide angle.

Mr. LANIGAN. These are above the approach surface?

Mr. KELLY. Yes, sir.

Federal Reformatory Smokestack is 4,130 feet from the end of the clear zone, approximately 40 feet outside the approach zone, but will protrude 61 feet above the transitional surface.

Virginia Electric & Power Co. Tower No. 1 is in the approach zone and will violate criteria by 58 feet.

Virginia Electric & Power Co. Tower No. 2 is in the approach zone and will violate criteria by 68 feet.

Television station (tower) WXEX, has a mean sea level elevation of 1,049 feet, a ground elevation of 70 feet.

The actual height of this object is 979 feet and it will violate the criteria by 604 feet.

An instrument approach zone at the south end of the runway would require a waiver of criteria for the following:

Fort Lee Water Tank No. 3 and the transmitter tower have top elevations of 315 feet mean sea level, which violate criteria by 44 feet.

Fort Lee Water Tank No. 2 is in the approach zone and protrudes 63 feet above approach surface.

Fort Lee Water Tank No. 1 is at the edge of the approach zone and will violate criteria by 82 feet.

Mr. LANIGAN. What is the date of the criteria upon which these are based?

Mr. KELLY. This is based on EM 1110-3-311, dated June 15, 1957, which is criteria for determining navigable air space and clearance at Army airfields.

Mr. LANIGAN. So these criteria were in effect all the time this project was being approved and built?

Mr. KELLY. Yes, sir.

Mr. HENDERSON. Excuse me. These obstacles still existed at the time the project was completed?

Mr. KELLY. Yes, sir; they still exist now.

Mr. HENDERSON. And they are still existing now.

Mr. LANIGAN. When you visited Fort Lee for the first time, did you know that any papers had been destroyed?

Mr. KELLY. No, sir; I did not.

Mr. LANIGAN. When did you find out that papers had been destroyed?

Mr. KELLY. Well, we were making a review of the Washington air defense sector, which is located at Fort Lee which was in January 1960. I talked with Major Swartz briefly at that time and he said that the inspector general had filed some charges, two or three against him, one of which was for the destruction of records. I was not informed as to the type of records destroyed. I was just informed that this charge had been placed against him by the inspector general.

Mr. LANIGAN. So all your studies were made on the basis of what records were available after whatever destruction had taken place?

Mr. KELLY. That is correct, sir.

Mr. LANIGAN. Were you present at the interview that Mr. Perlman and Mr. Baras had with Lieutenant Colonel Pylant?

Mr. KELLY. Yes, sir; I was.

Mr. LANIGAN. Did he make any reference at that time to the removal of records from the files?

Mr. KELLY. Yes, sir; he did.

Mr. LANIGAN. What do your notes say that he said at that time?

Mr. KELLY. In response to a question by Mr. Perlman, he asked Colonel Pylant if there was a conference held prior to the arrival of GAO relating to the removal of certain pieces of correspondence from the files that might prove embarrassing to the command, Colonel Pylant replied, yes, there had been.

However, he was not a party to this conference, but Major Swartz, the assistant post engineer, was present.

When he was asked who was present, he said Colonel Connor, Colonel Jarrett, Major Swartz and others possibly.

Mr. Perlman asked him if he removed any papers from the files and Colonel Pylant replied that Major Swartz removed some. However, he did not personally remove any from the file.

Mr. LANIGAN. Now, from your experience there, can you tell us where the accounts were kept which show the money that had been used—where and how the accounts were kept that showed how the moneys were used on the project?

Mr. KELLY. Yes. Project cost records are maintained in the post engineer's shop. He has a cost accounting section in his shop.

Mr. LANIGAN. Is that where the post engineer was able to find out how much had been spent on a project?

Mr. KELLY. Yes, sir.

This is where the financial statement was prepared, stating that they had charged \$23,359 to the project. The source of this figure was from their project cost records.

Mr. LANIGAN. Did you verify this by checking the ledger sheets yourself?

Mr. KELLY. I verified their figures to their ledger sheets, yes, sir.

Chairman DAWSON. How much did it cost in fact?

Mr. KELLY. I believe the total cost of this project was some \$586,000 at the conclusion of our review. However, I would like to verify that. The total cost, funded and unfunded, I show \$561,496.54.

Chairman DAWSON. I would like to ask Mr. Newman a question.

Mr. NEWMAN. Yes, Mr. Chairman.

Chairman DAWSON. How many airports do we have in the United States? I mean, that the Army maintains.

Mr. NEWMAN. That I could not give you an answer on. I can get the figure for you, though, Mr. Chairman. You know, they have expanded their air program for helicopters.

Chairman DAWSON. How many airfields have we built for the United States?

Mr. NEWMAN. I would have to get that figure for you, Mr. Chairman.

I would be glad to get it this afternoon.

Chairman DAWSON. I would like to know how many we are maintaining.

I want to compliment the General Accounting Office for the work they have done in this matter and I will not express an opinion at this time what we think about this method of procedure.

But it seems to me if we are going to save the people of this country some of the enormous sums that the Armed Forces are spending, this is just a good example of how money—how the people's money is used and how Congress is bypassed. I think you did a mighty fine job, but I think you ought to go a little further. Is it that they have insufficient help to check up on the Army?

Mr. NEWMAN. I would say that is one of our major problems. Time is another thing. Things change so rapidly. We expect to have a followup program in this area, and we feel that there has to be constant vigilance.

We in the General Accounting Office are very grateful to you, Mr. Chairman, and your committee, for holding these hearings.

If these hearings are not held, I am afraid things could be a lot worse.

Chairman DAWSON. Thank you very much. We will adjourn the hearings for today.

We will meet tomorrow at 1:30.

(Whereupon, at 12:25 p.m., the hearing adjourned, to resume Wednesday, March 14, 1962, at 1:30 p.m.)

# ILLEGAL ACTIONS IN THE CONSTRUCTION OF THE AIRFIELD AT FORT LEE, VA.

WEDNESDAY, MARCH 14, 1962

HOUSE OF REPRESENTATIVES,  
SUBCOMMITTEE ON EXECUTIVE AND  
LEGISLATIVE REORGANIZATION  
OF THE COMMITTEE ON GOVERNMENT OPERATIONS,  
*Washington, D.C.*

The subcommittee met, pursuant to notice, at 1:30 p.m., in room 1501-B, New House Office Building, Hon. William L. Dawson (chairman) presiding.

Present: Representatives William L. Dawson, Neal Smith, Kathryn E. Granahan, Clarence J. Brown, and John B. Anderson.

Also present: Elmer Henderson, counsel; Arthur Perlman, professional staff member; James A. Lanigan, general counsel, Government Operations Committee; Miles Q. Romney, associate general counsel, Government Operations Committee; and John P. Carlson, minority counsel, Government Operations Committee.

Chairman DAWSON. The subcommittee will resume the hearings.

Our first witness will be Maj. Thomas S. Swartz, retired.

You do solemnly swear that the testimony you are about to give the subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

**TESTIMONY OF MAJ. THOMAS S. SWARTZ, U.S. ARMY RESERVE  
(RETIRED), FORMER ASSISTANT POST ENGINEER, FORT LEE, VA.**

Mr. SWARTZ. I do.

Chairman DAWSON. Have a seat, sir.

This is Congressman Anderson, Congressman Smith. I am Congressman Dawson. This is Mr. Lanigan, counsel of the full committee, and this is Mr. Henderson.

Major, we have asked you to appear before us today in connection with the building of the airport at Fort Lee. I think you have been provided with a copy of the testimony.

Mr. SWARTZ. Yes, I have.

Chairman DAWSON. You know what part you played in it, according to the testimony.

Now, you are before us now to answer questions and to make whatever statement you would like.

Mr. SWARTZ. Yes, sir.

Chairman DAWSON. You may make a statement.

Mr. SWARTZ. I thought you were going to ask questions first.

Chairman DAWSON. We would rather have you explain it first, and then we will ask you the questions.

Mr. SWARTZ. Well, in connection with the report, I would like to refer to page 32,<sup>1</sup> if I may. There are three points in this that I wish to clarify somewhat, if I may.

About the middle of page 32, it says—

Major Swartz stated that his notation to Mr. Fussell was based on instructions which he received from Colonel Ridlehuber and Lieutenant Colonel Jarrett. I think that may be somewhat misleading. It infers that I was asked to pin a note on this particular purchase request. To the best of my knowledge, sir, I was not asked to put a note on there. That was something that I did myself. I was told how to go about making the purchase request out. But I was not told to put a note on. And the wording of this inferred that. I think this is just a slight matter. That is one.

Then again, on page 39, sir, near the bottom of the page, third line from the bottom, where it says—

\* \* \* documents were still available in other offices \* \* \*

that should read that they were still available in other files in the post engineer's office, in the same office but in other files.

The last sentence there—

Major Swartz then claimed that he was obliged to carry out instructions from a superior officer—

I do not know that that is actually necessary, sir. I think it is pretty much understood that a military officer carries out his duty.

Chairman DAWSON. Would you consider it your duty to do a thing that you knew to be wrong, just because—

Mr. SWARTZ. If having once informed the people who told me that it was wrong, they persisted in asking me to do it, then I would, yes, sir.

Chairman DAWSON. And did you take those steps?

Mr. SWARTZ. Yes, sir.

Chairman DAWSON. You did tell them it was wrong?

Mr. SWARTZ. Yes, sir.

Chairman DAWSON. And you did receive a further order to do it?

Mr. SWARTZ. Yes, sir.

The other one, sir, is on page 40, the first line of the second paragraph.

Lieutenant Colonel Pylant said that he had been told by Major Swartz to remove any unofficial documents—

the wording of this infers that I gave orders to Colonel Pylant, and of course that is not so. I think it is just probably the misuse of some words here. I discussed this with Colonel Pylant. Actually, I think what it should read is that I informed Colonel Pylant that I had been instructed to remove documents from the file.

Those are the only differences I have with this report.

Chairman DAWSON. Mr. Anderson.

Mr. ANDERSON. How long have you been retired from the Army, Major?

<sup>1</sup>The report referred to is from the testimony of Hyman Baras, supervisory accountant, U.S. General Accounting Office. The page number referred to is from a mimeographed copy of Hyman Baras' testimony.

Mr. SWARTZ. Since September 30, 1960.

Mr. ANDERSON. Was this investigation in progress at the time that you retired?

Mr. SWARTZ. Yes, sir, it was.

Mr. ANDERSON. Did your retirement—was that in the natural course of events, or was it accelerated in any way by the disclosures that arose out of this investigation?

Mr. SWARTZ. I am sure that it is the natural course of events. I retired under title II, Public Law 810, after having completed more than 20 years' service. I was not a regular Army officer. It is almost mandatory, we all retire after 20 years.

Mr. ANDERSON. How old are you?

Mr. SWARTZ. I am 39 right now, sir.

Mr. ANDERSON. I don't know—I cannot think of many questions to ask. He admits this statement—except for these corrections that have been made. It is just an astonishing record as far as I am concerned, that things like this would go on. With the exception of the corrections that have been indicated, he takes no issue with what has been reported here. I have no questions.

Mr. SWARTZ. I would like to say that I am speaking of only the matters that I have knowledge of—as far as I know. Those matters of which I do have knowledge are generally correctly stated in this report. Now, there are others that I do not know about that may or may not be. I have no way of knowing that, sir.

Chairman DAWSON. Mr. Smith?

Mr. SMITH. Where are you working now?

Mr. SWARTZ. I am working at Aberdeen Proving Ground, Md., as a civilian employee of the Government.

Mr. SMITH. You started working there as soon as you retired?

Mr. SWARTZ. No, sir. I began working there in May of last year, which was about 8 or 9 months after I had retired.

Mr. SMITH. Did you work anywhere else in the interim?

Mr. SWARTZ. No, sir, I did not.

Mr. SMITH. I have no further questions.

Chairman DAWSON. Mr. Lanigan.

Mr. LANIGAN. Do you have any general statement you would want to make about the way this developed and was handled, in addition to these corrections? Do you have any general comment you would like the committee to have?

Mr. SWARTZ. I would like to stress, if I may, that all the while this was going on I made my feelings known to my superior officers, that this was not the proper procedure to use.

Chairman DAWSON. Could you identify the superior officers that you made those statements to?

Mr. SWARTZ. Yes, sir. With Colonel Jarrett who was post engineer Colonel Ridlehuber, who was G-4. I informed Colonel Pylant, who succeeded Colonel Jarrett as post engineer, what the status was. I feel that I acted properly. I informed these people, as I would be required to, as a staff officer. After having informed them, when I was given instructions by them, then of course I proceeded to carry out those instructions.

Mr. SMITH. What was your position or how do you describe the position you had at the time?

Mr. SWARTZ. I was—I had two positions during this time. The first one was assistant post engineer for engineering. This was during the time when Colonel Jarrett was post engineer. After he left, and Colonel Pylant assumed the duties of post engineer, I became known strictly as assistant post engineer. In effect, they both amount to about the same thing. During approximately 2 of the 3 years that I remained at Fort Lee, we had another Engineer officer there, who was senior to me, and once he left I was, of course, Colonel Pylant's assistant.

Mr. SMITH. During that period of time, were there other occasions where the general laws, as you understood them, were being evaded, were not being followed?

Mr. SWARTZ. Not to my knowledge, no, sir.

Mr. SMITH. Where were you before going to Fort Lee?

Mr. SWARTZ. I was stationed in Hawaii for 3 years.

Mr. SMITH. Had you noticed on occasions there that these same laws were being evaded or were your responsibilities similar?

Mr. SWARTZ. Just for about 1 year of the 3, while I was in Hawaii, I was post engineer—I had a post engineer's assignment. But I did not become involved with the same type of operation there, and it was a much smaller operation. As far as I know, there was no attempt made to circumvent, or whatever you might want to call it, any procedures.

Mr. LANIGAN. In May 1959 you became aware that the money was short—you were reaching the limitation. Could you tell us to whom you passed that information, and what you were told to do about it?

Mr. SWARTZ. At about that time, when it was obvious that the limitation would likely be exceeded, I informed Colonel Ridlehuber, who is G-4, and with whom I was in close contact during this period, and also—I do not recall whether it was Colonel Jarrett or whether he had already departed and Colonel Pylant came in and assumed the duties of the post engineer. But the post engineer and the assistant Chief of Staff G-4 were both alerted to the fact that it was very, very possible that the \$24,000, whatever it was, would have to be exceeded if the materials that were necessary for the construction of the airfield would be purchased.

Mr. LANIGAN. And were you given any instructions?

Mr. SWARTZ. The instructions I received was to the effect that somehow these materials would be made available for completion of the airfield—that someone would take action to get them in some way for me.

Mr. LANIGAN. Were you given or told what cost accounts to put on these purchase requests?

Mr. SWARTZ. Yes, sir.

Mr. LANIGAN. And who told you what cost accounts to use?

Mr. SWARTZ. Colonel Ridlehuber, the Assistant Chief of Staff G-4 would have, in most cases, told me which fiscal codes—I am not sure what the proper name is—to use on the purchase request. After Colonel Ridlehuber left, and Colonel Connor became the Assistant Chief of Staff G-4, communication was addressed to him to get authority, and then the replies to those informed me as to what funds would be utilized.

Mr. LANIGAN. Were you present at the meeting which preceded the visit of the General Accounting Office, at which time it was decided that certain records—the files would be inspected?

Mr. SWARTZ. No, sir; I was—to the best of my knowledge, I was not present at that meeting, sir. I heard about it. But I was not present at that meeting.

Mr. LANIGAN. And who passed the instruction to you?

Mr. SWARTZ. To do what, sir?

Mr. LANIGAN. To go through the files and remove certain material.

Mr. SWARTZ. Lieutenant Colonel Jarrett, formerly the post engineer—at that time assistant to the Chief of Staff G-4—instructed me to remove from the file any material which might be embarrassing to the command.

Mr. LANIGAN. And you did that?

Mr. SWARTZ. Yes, sir.

Mr. BROWN. Isn't that an unusual procedure?

Mr. LANIGAN. Are you asking me?

Mr. BROWN. I just wondered if that is the usual procedure. Isn't it a little unusual? Do you do that—have you done that on other matters, too, in the past?

Mr. SWARTZ. No, sir; I never did.

Mr. BROWN. Well, do you know whether or not that is a common practice?

Mr. SWARTZ. I would say that it is not a common practice, sir.

Mr. BROWN. Then, there must have been some unusual reason why they wanted to do this.

Mr. SWARTZ. Well, as Mr. Lanigan pointed out, the General Accounting Office was expected to visit the post. I think it was the desire of—I do not know whether I should say the installation commander, but certainly someone in the headquarters at Fort Lee, to remove from the files certain material so that it would not be convenient for anyone to find. That is my opinion, sir.

Mr. BROWN. Do you have any opinion as to what may have prompted such a decision or order? Was it because they were fearful it would reflect upon them, or show a violation of the law, or what?

Mr. SWARTZ. I think probably because it would reflect upon them, sir. Not necessarily on them—but on operations that had taken place.

Chairman DAWSON. The General Accounting Office is regarded as an arm of the Congress.

Mr. SWARTZ. Yes, sir.

Chairman DAWSON. The information that they obtain from their various investigations they make would be conveyed to the Congress.

Mr. SWARTZ. Yes, sir.

Chairman DAWSON. It would be easily assumed, then, that when you knew that the General Accounting Office was coming, and you got the instructions that you did, that you knew that the Congress might get some evidence of your actions if the General Accounting Office found anything irregular, did you not?

Mr. SWARTZ. If you say of my actions, sir—

Chairman DAWSON. I mean of the action that was used in building this field. You knew it was going to exceed the limit. You did not want it to come to the attention of the Congress. You knew that the General Accounting Office would report to the Congress. So then it was an effort to bypass the Congress, and not let the Congress obtain knowledge of what was going on there, is that right?

Mr SWARTZ. I can assume that; yes, sir. I might say that the material which was removed from the file, as I pointed out, was available in other files, but it would have been less convenient.

Mr. LANIGAN. Do you recall what the material was that you removed?

Mr. SWARTZ. To the best of my knowledge, there were copies of purchase requests in the files. There were some working estimates, preliminary estimates that were removed from the file. And I think that would be about all, sir.

Mr. LANIGAN. And did you destroy those?

Mr. SWARTZ. I retained those for a while, and subsequently destroyed them; yes, sir.

Mr. LANIGAN. And did you tell any of your superiors what had been removed?

Mr. SWARTZ. Yes, sir. I informed Colonel Jarrett. In fact, when he instructed me to clean the file, he indicated that perhaps that is the type of document that should be taken out.

Mr. LANIGAN. At what point did you express objections to your superiors in connection with this project? There are three critical points. One is the initiation of the project for \$25,000—whether that was even feasible. Did you raise any question at that time as to whether it could be built for \$25,000 O. & M. funds?

Mr. SWARTZ. Oh, yes, sir. On my arrival at Fort Lee, the first duty I received was to develop the project for the airfield. I was not given too many details, so I began working, and my estimate was quite high. And then when I presented my estimate to Colonel Jarrett, he informed me that it would have to be reworked, that the project would have to be reduced to under \$25,000 out-of-pocket money, as it was referred to. I reviewed all my computations, and I could not get down below something like \$37,000, if I remember correctly, which to me represented the absolute minimum that the field could be constructed for. That was—in other words, the first indication I had that the project could not be completed for less than \$25,000 was at the very start.

Mr. LANIGAN. Now, that was when you were figuring on 1,500-foot runway and a 1½-inch thickness. Then you were ordered to increase the length of the runway by 1,000 feet, and the thickness of the bituminous paving by a half inch.

Mr. SWARTZ. Yes, sir.

Mr. LANIGAN. And in order to reduce the amount below \$25,000, did you tell anyone that that for practical purposes could not be done?

Mr. SWARTZ. Yes, sir; I informed the post engineer, Colonel Jarrett. I think he was also aware that it was difficult to make something larger and at the same time less expensive. I think the people who approved the project must have also realized that. It certainly does not require an engineer to see that part of it.

Mr. LANIGAN. Then did you voice any objection when you were told to start costing or crediting these vouchers to other accounts?

Mr. SWARTZ. I told them it was not proper, sir.

Mr. LANIGAN. Who did you tell that to?

Mr. SWARTZ. I told Colonel Jarrett, and I also told Colonel Ridlehuber.

Mr. LANIGAN. And then your testimony was they told you to go ahead anyway?

Mr. SWARTZ. Now, Colonel Ridlehuber, who is the individual who more than Colonel Jarrett instructed me to go ahead—he, I think, controlled certain funds, and he had more knowledge of it than certainly the post engineer's office did, and he decided what particular funds would be used for certain purposes and instructed me to cite those funds on the purchase request, which I did.

Mr. LANIGAN. Then a third time that something came up was when the instructions were to go to the files and destroy the records. Did you voice any objection at that time?

Mr. SWARTZ. I did, to Colonel Jarrett, yes, sir. And now, this was—I received those instructions by telephone, sir. Of course, I informed Colonel Jarrett that that was not the proper thing to do. But he indicated to me that someone even superior to him wanted that done. He came down and checked—it may have been the same day or the next day—to find out if I had already accomplished this cleaning of the files.

Mr. LANIGAN. Did he tell you who that someone higher than him was?

Mr. SWARTZ. No, sir, he did not.

Mr. LANIGAN. Now, I just have one other question.

You have seen the document, exhibit 26, which is charged to MOBEX. You have examined that this morning.

(Exhibit 26—Local purchase request No. 2107-M from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, June 5, 1959, appears in the appendix on p. 306.)

Mr. SWARTZ. Yes, sir.

Mr. LANIGAN. You indicated that you gave the instructions as to what was to go in the voucher. You told Mr. Fussell that.

Mr. SWARTZ. Yes, sir.

Mr. LANIGAN. And that was on Colonel Ridlehuber's instructions to you?

Mr. SWARTZ. Yes, sir.

Mr. LANIGAN. And do you know where the material was used that was bought on this voucher credited to Mobex?

Mr. SWARTZ. Yes, sir, I do.

Mr. LANIGAN. Where was that used?

Mr. SWARTZ. It was used in construction of the airfield.

Mr. LANIGAN. That is all.

Chairman DAWSON. Any other questions?

Mr. HENDERSON. Did it ever occur to you, Major, while all of this was going on, of reporting it yourself directly to the Inspector General of the Army or the Inspector General of the Quartermaster Corps?

Mr. SWARTZ. Well, I thought about those things, sir. And I thought perhaps I better not, because I was getting mighty close to retirement. I know that life can be made very difficult for a junior officer who, even though he might be doing the proper thing, doesn't do it the way someone else might want him to do it.

Mr. HENDERSON. In other words, you were afraid to buck the system.

Mr. SWARTZ. In effect you might say that, yes, sir.

Mr. HENDERSON. Major, just for the record, would you tell us specifically the duties of a post engineer.

Mr. SWARTZ. The duties of a post engineer are to maintain the real estate facilities on a military installation. By that I mean the buildings, the utilities, the roads, almost all the real property type of thing that you find on an installation. Also to supply facilities such as water, sewage, trash collections, and so forth. He maintains those. He also constructs them when they are within his capability. That in a nutshell is it. It involves quite a bit more.

Mr. HENDERSON. Now, who is his superior officer?

Mr. SWARTZ. That can differ at installations.

Mr. HENDERSON. At Fort Lee.

Mr. SWARTZ. At Fort Lee, the post engineer reported directly to the assistant chief of staff, G-4.

Mr. HENDERSON. Now, what are the duties of an assistant post engineer?

Mr. SWARTZ. The duties of an assistant post engineer are to carry out whatever responsibilities the post engineer assigns to him. Here again it is quite different. If you are speaking of Fort Lee—

Mr. HENDERSON. Fort Lee.

Mr. SWARTZ. And you have only two officers, then the assistant post engineer acts pretty much as a post engineer in his absence. If you have more than two, then there is a delineation of duties. During the first 2 years of my tour at Fort Lee I mentioned before I was considered the assistant post engineer for engineering. As such, it was my responsibility to supervise the engineering section, engineering services section, in the preparation of projects, supervision of contract construction, things of that nature.

Mr. HENDERSON. Were there any other assistant post engineers while you were there?

Mr. SWARTZ. Yes, sir.

Mr. HENDERSON. How many others?

Mr. SWARTZ. Well, we have three officers while I was there who were—in addition to myself—who were also known as assistant post engineers. During the first 2 years, there was only one other officer besides myself. He was known as the executive officer. He was senior to me. During the last year I was there, I was the senior major. We had two others. I was known as the assistant post engineer, or in effect, an executive officer, that type, and the other two had very specific functions.

Mr. HENDERSON. Thank you.

Chairman DAWSON. Mrs. Granahan, did you have any questions?

Mrs. GRANAHAN. No, thank you, Mr. Chairman.

Mr. BROWN. Mr. Chairman, I think I can understand the dilemma in which this officer found himself toward the end of his active career in the armed services. But it appears to me, having read his testimony in advance, that in some of the statements that have been made in connection with this case the major has been very frank and very honest in telling just what he has done, and what the situation was. He has told us that he did not go to the inspector general because he was fearful of what Mr. Anderson has designated as "the system."

I understand he is still connected in a civilian capacity.

Mr. SWARTZ. Yes, sir.

Mr. BROWN. That is, with the armed services. I feel very strongly that inasmuch as this man has been as honest and as frank as he has, and has admitted his actions, and given us the facts as he believes them to be, that this committee should, if necessary, take steps to protect him in the position which he now holds and not permit him to be punished for coming before this committee at our request, and for speaking honestly and frankly as he has—because I have seen this “system” operate myself, I know something about it.

Mr. SWARTZ. If you could make that retroactive.

Mr. BROWN. Have you already been discharged?

Mr. SWARTZ. Oh, no, sir—not from civilian employment.

Mr. BROWN. I was talking about civilian employment.

Mr. SWARTZ. I understand. But I was expressing a desire that perhaps that could be made retroactive.

Mr. BROWN. Well, there is no provision against a congressional committee attempting to protect the proper interest of a witness brought before this subcommittee.

Mr. SWARTZ. Yes, sir. I certainly appreciate it.

Chairman DAWSON. Well, thank you very much, Major.

Mr. SWARTZ. You are quite welcome, Congressman.

Chairman DAWSON. Our next witness will be Lt. Col. Julian E. Pylant.

Colonel Pylant, you do solemnly swear that the testimony you are about to give to this subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

**TESTIMONY OF LT. COL. JULIAN E. PYLANT, U.S. ARMY, POST  
ENGINEER, FORT LEE, VA.**

Colonel PYLANT. I do, sir.

Chairman DAWSON. Colonel Pylant, you can appreciate what this hearing is all about. We are interested in maintaining our Army at its highest efficiency. That is the duty of the Congress. But we are also interested in the laws made by Congress being followed, and wherever that is not done, of course it strikes at the very root of the entire system. So this hearing is held for the purpose of bringing to the attention of those in the armed services certainly their responsibility to the Congress, in order that they might appreciate their responsibility to the people of the country. And I am sure that Congress does not wish to hamper the Military Establishment in any way, shape, form, or fashion. But certainly we have in mind also the best interests of the people of this country, of those who make it possible for us to maintain the armed services and to give them what they want.

So this hearing is held with an endeavor to bring to the attention of the Military Establishment and to the attention of the people of the country the responsibility of Congress in following the appropriated funds to see that they are efficiently and effectively spent, and that the wishes of the Congress, who are closest to the people—are we all their elected officers—to see that they carry out their responsibilities to the people. So in that spirit we are asking you to cooperate with this committee and to give them this information, not with the view of hurting any particular person, but certainly this system cannot be maintained and our country function at its highest efficiency.

And so would you want to make a statement? You heard the witness, and you have read the testimony of the other witnesses. You know what it is all about.

Would you like to make a statement, or would you prefer to be asked questions at this point?

Colonel PYLANT. Well, sir, I have no way of knowing anything that took place prior to my arrival. I assumed duty on the 6th of July, as I recall it—maybe the 7th of July—1959. I returned from Korea. When I say that I read it—I do not know of anything contrary to anything that would be contradictory to that. In other words, this is testimony that the gentlemen back here have developed. Some of it I am not personally acquainted with. Anything that pertains to me—I think I appear first on about page 34 of that. I question—in other words, as Major Swartz's superior, he did not tell me, but he told me that he was told—he straightened that out before, and I agree with that. So far as my—the summary of my testimony to Mr. Baras and the GAO, I have no contention with it, sir.

Chairman DAWSON. Mr. Brown?

Mr. BROWN. When was it you came back from Korea?

Colonel PYLANT. Sir, I came back in June of 1959.

Mr. BROWN. 1959?

Colonel PYLANT. Yes, sir.

Mr. BROWN. That was 19 or 20 months after this project had originated?

Colonel PYLANT. Yes, sir.

Mr. BROWN. When you first became acquainted with this project, what was the situation then—as it existed at that time?

Colonel PYLANT. The airstrip was—the base course was completed. By that I mean the ground. They were putting the rock, the crushed stone, the crushed gravel. You have two types of crushed gravel on this Mobex purchase request. And it was being placed when I arrived.

Mr. BROWN. Now, was that before you decided to extend the length of the runway, and the depth of the material on the runway?

Colonel PYLANT. Negative, sir. That happened in 1958 or 1957.

Mr. BROWN. You have no information on the reason why it was extended, or for the orders? Did you know anything about these orders, or instructions, or the arrangements being made, or anything of that sort, to take certain papers from the files?

Colonel PYLANT. Yes, sir. Major Swartz told me of his conversation with Colonel Jarrett on this matter.

Mr. BROWN. And that he had been ordered to do that?

Colonel PYLANT. Yes, sir.

Mr. BROWN. And did he appeal to you for your assistance, or your advice?

Colonel PYLANT. For my information and my guidance. And I contacted Colonel Jarrett. We did not destroy, to the best of my knowledge—I say we did not. There was no paper destroyed as such, that was not—that was part of the official file. In other words, all the papers that they looked for were available in some other files.

Mr. BROWN. But they were taken out of the file where they should have been.

Colonel PYLANT. Duplicate copies as such, yes, sir.

Mr. BROWN. Where the General Accounting Office would ordinarily look for them—they were removed from there?

Colonel PYLANT. Yes, sir.

Mr. BROWN. Now, did you know about it and agree to that action?

Colonel PYLANT. No, sir, I did not agree to it. I objected strenuously.

Mr. BROWN. Who did you object to?

Colonel PYLANT. Colonel Jarrett. And if I may go back a little further—Colonel Ridlehuber and Major Swartz were the airstrip specialists, let us say. When I arrived there, the airstrip was supposedly all either funded or money was coming for that. And they actually handled that part of it. And I got into very little of it—because of some misunderstanding is the reason I got into it.

Mr. BROWN. Well, were any reasons given to you, when you objected to this, as to why it should be done, and why it was proper to remove these papers from the files?

Colonel PYLANT. Colonel Jarrett assured me that none of the official documents would be destroyed, sir.

Mr. BROWN. I am not talking about “destroyed.” I am talking about removing them from the files, where they would normally be found, or should be found. The testimony was they were destroyed afterwards.

Colonel PYLANT. Yes, sir.

Mr. BROWN. But you know, I could remove things from the files and say they were not destroyed, but just taken some place else.

Colonel PYLANT. I am sure that nothing was destroyed.

Mr. BROWN. Well, I do not mean “destroyed.” I mean removed from the files. You say you objected to the removal from the files where they normally would be found. Now, when you objected to that, to Colonel Jarrett, did Colonel Jarrett give you some reason, explain why he thought it necessary to remove them from the files?

Colonel PYLANT. Other than this was instructions from the front office?

Mr. BROWN. What do you mean by the front office?

Colonel PYLANT. That, sir—

Mr. BROWN. In my place, we call it the back office.

Colonel PYLANT. But—

Mr. BROWN. Who is the front office?

Colonel PYLANT. Well, in our case it would be the Assistant Chief of Staff G-4 or his superior.

Mr. BROWN. That would be Colonel—

Colonel PYLANT. Ridlehuber.

Mr. BROWN. Or some superior officer to him. Could it be possibly Major General Denniston?

Colonel PYLANT. Well, I am sure—

Mr. BROWN. That is a good name in our country. I hope it was not.

Colonel PYLANT. I am sure it was not the general, and I am sure the general did not know anything about this.

Mr. BROWN. Did you ever talk to the general about it?

Colonel PYLANT. Not until after our friends back here stayed with me for about 4, 5 or 6 months—Mr. Kelly and Mr. Baras.

Mr. BROWN. You know sometimes these people sort of have a way of stirring up our conscience, and the bringing realization that perhaps we ought to talk to somebody about it.

Colonel PYLANT. We develop friendships we never knew we had, I am sure, sir. But if I may go a little further on that records deal—when Major Swartz finished with his cursory going through the records, they were picked up by the G-4 and were kept up there until right at the time that Mr. Baras and Mr. Kelly appeared. They were retained up in that office for, I would say, a month or 6 weeks.

Mr. BROWN. How long have you been in the service, Colonel?

Colonel PYLANT. Well, not quite 17 years, sir.

Mr. BROWN. Have you had any experiences in the past with matters such as this, where papers or documents or records that might be embarrassing if inspected by the General Accounting Office, an arm of Congress, have been removed from the files?

Colonel PYLANT. No, sir.

Mr. BROWN. This has been your first knowledge or experience on anything like that?

Colonel PYLANT. Yes, sir.

Mr. BROWN. In other words, it is not a customary procedure.

Colonel PYLANT. Absolutely not, sir.

Mr. BROWN. Well, now, again this may be unfair, but I do not mean to be—but from your experience and your knowledge of the situation, do you have any opinion that you want to express as to why this unusual action was taken—this thing that is usually never done? As you say, it has never been done in your 17 years, to your knowledge. Do you know what inspired that? Do you have any opinion or view on that at all—why it was done?

Colonel PYLANT. Well, I am sure that G-4 was aware of the fact that the \$23,000—some, whatever it was, had been exceeded, it had been exceeded before I arrived at the post. And I—

Mr. BROWN. Now, we are not blaming you for that.

Colonel PYLANT. I understand. But I say that is the reason I feel it was as plain as the nose on my face that you could not build that airstrip for \$25,000, sir.

Mr. BROWN. In other words, you rather feel, then, that perhaps it was a desire on the part of certain officers or officials to go ahead and evade the law, but not be caught at it.

Colonel PYLANT. You are asking my opinion, sir?

Mr. BROWN. I am asking your opinion.

Colonel PYLANT. Yes, sir.

Mr. BROWN. Well, you have been very honest, and very frank, and very courageous in making that statement.

Colonel PYLANT. You don't know how I am shaking, sir.

Mr. BROWN. I think those are all the questions I have.

Chairman DAWSON. Mrs. Granahan.

Mrs. GRANAHAN. I was just reading part of the testimony of yesterday, where Major Swartz corroborated the fact that he had received instructions from Lieutenant Colonel Jarrett to remove embarrassing material from the file, and added that he was also told to destroy it, and that he did so. It was destroyed, was it not?

Colonel PYLANT. I am not aware of any destruction, ma'am. I do not believe that anything they looked for was missing. Am I right on that, Mr. Kelly? May I ask?

Mrs. GRANAHAN. Although Major Swartz pointed out, however, that other copies of the destroyed documents were still available.

Colonel PYLANT. Yes, ma'am. In other words, one record was detained.

Mrs. GRANAHAN. Detained in the comptroller's office, is that right—it says here?

Colonel PYLANT. Comptroller—

Mrs. GRANAHAN. And Major Swartz was obliged to carry out these instructions from a superior officer. Were you aware of that, sir?

Colonel PYLANT. Yes, ma'am.

Mrs. GRANAHAN. Well, I am sure you did not think it was right.

Colonel PYLANT. No, ma'am.

Mrs. GRANAHAN. Thank you, Colonel.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. Colonel, I am looking at page 36 of this statement by Mr. Baras, where it refers to the fact that apparently as time went on you became just a little bit more reluctant to develop some of these fictitious projects to which to assign or cost the items for this airfield. There is a statement in here that you told Colonel Ridlehuber at the time "I am not going to the pen for this." Is that a correct statement, quotation?

Colonel PYLANT. Yes, sir.

Mr. ANDERSON. You actually said that to the Colonel?

Colonel PYLANT. Yes, sir.

Mr. ANDERSON. And then Colonel Ridlehuber said that he would sign it. Sign what? What does that mean?

Colonel PYLANT. Well, this had to do with—I do not know the numbers of your documents there. It has to do with my DF of the 24th of July. I had only been there about 2 weeks when I wrote this DF, incidentally. And the answer thereto. It was a purchase request for—as I recall it, there were three of them—one of them for stone, and two of them for asphalt. And that was the second or third time I had buckled up to him on this project, because I was aware that it was in the hole. I mean there was no—

Mr. ANDERSON. I think there is a later statement to the effect also that you crossed out part of the certification that customarily was made on these forms; isn't that correct?

Colonel PYLANT. Yes, sir.

Mr. ANDERSON. You crossed out some of the language because you realized that it was not correct.

Colonel PYLANT. I cannot certify to funds as a post engineer. I am not bonded. I am not a finance officer. He is the only one on the post—that is my interpretation of that. Incidentally, the new fund does have that certificate left off of it, Congressman Anderson. In other words, you do not certify any more.

Chairman DAWSON. What do you do—verify?

Colonel PYLANT. I submit a recommendation to G-4. Mine is in the form of a recommendation. I could not even verify funds. I have no way of knowing the status of funds. That is controlled by the F. & A. comptroller. We get ours in a book allotment from G-4.

He gives us money for projects, or for O. & M. operations and maintenance, or for utilities, or for engineer troop supply—handles all of those—probably 20 accounts.

Mr. BROWN. Could I ask one other question here?

Now, after you told Colonel Ridlehuber that you did not want to go to the penitentiary for this, did you go ahead and sign the papers?

Colonel PYLANT. Well, he was my superior at that time. Yes, sir, I did.

Mr. BROWN. Did you sign them on the basis that you had changed your mind and might be willing to go to the penitentiary, or what?

Colonel PYLANT. I just want to establish the fact that I knew this was wrong to Colonel Ridlehuber.

Mr. BROWN. But you still signed it?

Colonel PYLANT. I would do it again under the same conditions, yes.

Mr. BROWN. Did he order you to sign it?

Colonel PYLANT. No, sir. He approved. He said "I will approve it. You do not have to sign it," in that many words.

Mr. BROWN. But you signed it, although he told you you did not have to.

Colonel PYLANT. He would approve it whether I signed it or not, yes, sir. And I was the initiating officer.

Mr. BROWN. Well, wouldn't that have let you off the hook?

Colonel PYLANT. I do not think so, sir, any more than I am.

Mr. BROWN. Well, of course you are on it a little now.

Colonel PYLANT. I am quite a bit on it. I still would have been responsible, by being the initiating officer.

Mr. BROWN. Now, you heard the major talk a while ago with Mr. Anderson as to his query, about the "system". Is that what you are afraid of? Or is that what you were afraid of—that you might be punished under our military system, as we call it?

Colonel PYLANT. Well, I am sure that that had—

Mr. ANDERSON. If you did not go along with your superior officer?

Colonel PYLANT. It is a matter, if you do obey your superior.

Mr. BROWN. I realize you are taught to obey your superiors in certain fields. But do you mean to tell me, Colonel—we have heard a lot of talk about the old Army game and this and that and the other thing—that we have a military system in this country where the officers and men must obey, on matters like this, the wishes or the desires or the orders, of their superiors, even though they know it is wrong?

Colonel PYLANT. As a staff officer, if I inform him and he says "do it," I think I am right in doing it, sir.

Mr. BROWN. Do you put down "by order of so-and-so"?

Colonel PYLANT. No, sir.

Mr. BROWN. Wouldn't that protect you?

Colonel PYLANT. Yes, sir. I wrote a DF, if I may say so, the next day or so.

Mr. BROWN. Maybe we ought to put in a course in law up at West Point. Are you a West Point man?

Colonel PYLANT. Absolutely not, sir.

Mr. ANDERSON. Mr. Brown, could I pursue that for just one question?

Now, certainly, if your superior, if your immediate superior officer had told you to go into the safe and take part of the money there that belonged to some post fund, and put in in your pocket, give him half and you keep half, you would not regard that as the kind of order you had to obey, would you?

Colonel PYLANT. No, sir.

Mr. ANDERSON. And yet you knew this was illegal, I mean that this was contrary to statute, to go ahead and cost things to funds that they had no business being costed to. I mean, what is the difference between those illegal acts? I mean how can you rationalize that one is responsive to a superior officer, and therefore you must obey it, and the other you would report him. I am sure you would.

Colonel PYLANT. It is a matter of a person's personal integrity, I would say. In other words, there is no basic law that has been violated—there is no basic—

Mr. BROWN. Well, there is a law violated in this thing.

Colonel PYLANT. Yes, sir—on the instructions about the \$25,000. But I mean there is no law against humans involved in this.

Chairman DAWSON. Maybe we ought to put in something, then.

Mr. BROWN. There is a law here that says it shall not be done.

Colonel PYLANT. Yes, sir. I did not mean it that way.

Mr. BROWN. Except under certain circumstances.

Colonel PYLANT. I realize—that is a violation of the code.

Mr. BROWN. I think all of us appreciate, or realize, sometimes military people get put in a terribly bad position. That is the reason why, under the Constitution, the Congress is given the responsibility of raising and maintaining the Armed Forces, and under the Constitution the military shall always be under civilian control—it is just the purpose to prevent things like this. Since my service on this committee, there have been times that I have been very glad I was not in the armed services, where somebody could crack back at me. I can appreciate some of the situations in which some of you might find yourselves. But it is a pretty bad mess, isn't it, Colonel?

Colonel PYLANT. Yes, sir. I am not happy with any part of it.

Mr. ANDERSON. Neither am I.

Mr. BROWN. This committee has a responsibility, as well as the General Accounting Office, to protect the money of the taxpayers, just as your military police have a responsibility to protect the funds, the post funds, or anything else that might be in that safe that was referred to.

I think that is about all, Mr. Chairman. Thank you.

Mr. SMITH. There are countries, you know, where military people follow their orders to the extent they even take over the civilian government. How far does this thing go of following orders? What is the cutoff point?

Colonel PYLANT. Actually that, I think, is a matter of personal—

Mr. SMITH. What is your rule of thumb?

Colonel PYLANT. Well, you do not do anything that is against the basic laws of human—

Mr. SMITH. Well, in this case, you were violating the law.

Colonel PYLANT. There is no personal gain, there is no theft, or anything of that nature, I do not think.

Mr. SMITH. It is a matter of personal gain, then—that is the rule of thumb, is that it?

Colonel PYLANT. I would say “Yes”—or personal hurt, inflicting a wound on one, or something like that.

Mr. SMITH. Up to that point, though, you would be willing to do what your superior officer says, even though you know it is against the law.

Colonel PYLANT. As a staff officer it is my duty to inform him of my interpretation. If he makes a decision, that is the decision.

Mr. SMITH. Did you get this interpretation by word of mouth or by indoctrination?

Colonel PYLANT. By indoctrination.

Mr. SMITH. You came there for the purpose of replacing Colonel Jarrett, did you not?

Colonel PYLANT. Yes, sir.

Mr. SMITH. That was in July?

Colonel PYLANT. Yes, sir.

Mr. SMITH. Did Colonel Jarrett stay on as your superior officer for a while?

Colonel PYLANT. In fact; yes, sir. He stayed up at G-4 facilities until he was due to retire.

Mr. SMITH. How long was that?

Colonel PYLANT. Well, he was there actually over a year. I outranked him. He could not be over me. I outranked him. He could not be over me, except he was acting for G-4. He could not be my superior in the way of rating.

Mr. SMITH. But you were afraid of him?

Colonel PYLANT. This was Colonel Ridlehuber who told me this. When Colonel Jarrett spoke for his superior, it was G-4, Assistant Chief of Staff G-4—it was the same as if G-4 was telling me the same thing.

Mr. SMITH. So when you said you did it because Colonel Jarrett said so, you interpreted that to mean that Ridlehuber said it?

Colonel PYLANT. That is correct, sir.

Mr. SMITH. On page 31 there are listed some purchase requests that you made. Did you make those on orders, or what excuse did you have for making those? You made those, did you not?

Colonel PYLANT. Yes, sir. I believe you have an exhibit over there, sir, that tells why I made those—my DF of the 24th of July, and the answer of the 29th of July. I do not know what their numbers are in your order over there.

Mr. SMITH. Do you have something on that?

Colonel PYLANT. I believe it is on back.

Mr. LANIGAN. These are exhibits 33 and 34.

(Exhibit 33—Memorandum from Lt. Col. Julian E. Pylant, post engineer, Fort Lee, Va., to Maj. Thomas S. Swartz, July 24, 1959, appears in the appendix on p. 313.)

(Exhibit 34—Memorandum from Col. J. W. Connor, Acting Chief of Staff, G-4, to the post engineer re Fort Lee Army airstrip, July 28, 1959, appears in the appendix on p. 314.)

Colonel PYLANT. This is my DF of the 24th—this is when it was mailed out. It was about the 27th that I sent that out. This is the answer that I received.

Mr. SMITH. So after these communications, then you went ahead and did it, even though you knew it was not proper.

Colonel PYLANT. That is right.

Mr. SMITH. Did you have anything at all to do with the question of whether or not this project should be abandoned?

Colonel PYLANT. No, sir.

Mr. SMITH. Who was responsible for making that decision?

Colonel PYLANT. Sir, I believe you will find that that was determined in February or March. I did not arrive there until July. When I arrived, everything was to get the airfield completed.

Mr. SMITH. That was a G-4 decision?

Colonel PYLANT. Well, it should have been a G-4, G-3 decision.

Mr. SMITH. That is all I have.

Colonel PYLANT. Chief of Staff.

Mrs. GRANAHAN. Mr. Chairman—Colonel, I am just wondering—"I am not going to the pen for this." Now, supposing you refuse to sign it. What is the worse thing that could have happened to you by this superior officer?

Colonel PYLANT. Well—

Mrs. GRANAHAN. I figure he would have been in a worse mess than you. That is why I am wondering.

Colonel PYLANT. Actually, ma'am, there is no end to the things that can happen if you get in trouble with your superior. They can follow you for a lifetime.

Mrs. GRANAHAN. Haven't you recourse to anybody if this happens?

Colonel PYLANT. Yes, ma'am. I would have to come to my Congressman. That is the only recourse I would have had, actually.

Mrs. GRANAHAN. The complexion of the military for browbeating—

Colonel PYLANT. I do not think—I have never run across anything like that in my 17 years, ma'am. I mean this is not the normal.

Mr. SMITH. In assessing penalties, then, you think the penalty ought to be about as bad here as anything you have ever seen.

Colonel PYLANT. I know I have suffered.

Chairman DAWSON. Mr. Lanigan.

Mr. LANIGAN. I just have a couple of questions.

At the time you crossed out the words "I certify" on the three purchase orders, was the reason you crossed it out because you were not the certifying officer, or because you felt that you would have to certify to something that was not correct?

Colonel PYLANT. No, I had no reason to certify. I have no authority to certify to funds. I do not have any funds.

Mr. LANIGAN. Did you know that at that time?

Colonel PYLANT. Yes, sir; I knew that. I have been in the post-engineer game.

Mr. LANIGAN. Now, at what occasions did you—were you present at any occasions when this was discussed, this situation was discussed with Colonel Shirley or General Denniston?

Colonel PYLANT. No, sir; that never was mentioned in my presence. I never recall discussing it with General Denniston, Colonel Shirley, or Colonel Connor.

Mr. LANIGAN. That is all.

Chairman DAWSON. Thank you very much, Colonel.

Now, I hesitated to hold open hearings on this until we had firmly established that they knew what they were doing. I think that for the good of all concerned, for the good of the country, and to have the effect we want, our hearings from now on ought to be open to the public. What is your idea about that?

**Mr. BROWN.** Well, Mr. Chairman, there is an old saying that sometimes you may have to open a wound rather widely to get the relief that you want.

**Chairman DAWSON.** Well, we will talk that over. The hearings are now brought to a close until tomorrow morning at 10 o'clock, at which time we will hear from Colonel Ridlehuber, Lieutenant Colonel Jarrett, Colonel Connor, and Colonel Shirley. So we will stand in recess until that time. Thank you very much.

(Whereupon, at 2:35 p.m., the hearing was recessed until 10 a.m., Thursday, March 15, 1962.)

# ILLEGAL ACTIONS IN THE CONSTRUCTION OF THE AIRFIELD AT FORT LEE, VA.

THURSDAY, MARCH 15, 1962

HOUSE OF REPRESENTATIVES,  
SUBCOMMITTEE ON EXECUTIVE AND  
LEGISLATIVE REORGANIZATION  
OF THE COMMITTEE ON GOVERNMENT OPERATIONS,  
*Washington, D.C.*

The subcommittee met, pursuant to notice, at 10 a.m., in room 1501-B, New House Office Building, Hon. William L. Dawson (chairman) presiding.

Present: Representatives William L. Dawson (chairman), Kathryn E. Granahan, Neal Smith, Clarence J. Brown, and John B. Anderson.

Also present: Elmer Henderson, counsel; Arthur Perlman, professional staff member; James A. Lanigan, general counsel, Government Operations Committee; Miles Q. Romney, associate general counsel, Government Operations Committee; and John P. Carlson, minority counsel, Government Operations Committee.

Chairman DAWSON. The hearing will come to order.

Our first witness will be Colonel Connor. I think you were here yesterday, Colonel.

You do solemnly swear that the testimony you are about to give to this subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

Colonel CONNOR. I do, sir.

## TESTIMONY OF COL. JAMES W. CONNOR, U.S. ARMY (RETIRED)

Chairman DAWSON. Would you identify yourself to the committee and give your rank and present post of duty?

Colonel CONNOR. I am Col. James W. Connor, U.S. Army, retired. My home is Columbia, S.C., 1508 Meadway Road, and since retirement I have not engaged in any other activity—at least none that would be remunerative.

Chairman DAWSON. How long have you been retired?

Colonel CONNOR. I retired the 1st of November 1960.

Chairman DAWSON. And do you have a statement you wish to make concerning the information presented in these hearings or do you wish to respond to our questions?

Colonel CONNOR. Yes, sir. I have looked over the statement here of Mr. Baras, I believe?

Chairman DAWSON. Yes, Mr. Baras.

Colonel CONNOR. On page 40, sir, the first paragraph on page 40, I think, sir, is probably misleading. Among other things, it may appear that I pounded the desk, so to speak, in talking to Colonel Shirley and subordinates, of course, don't do that. It was a day or two after Colonel Shirley's remarks about getting the files in order that I stated to him that as far as I was concerned the GAO could see everything they wanted to see and that I was going to pass that word on to the agencies involved.

When the GAO team arrived, I was designated as the contact officer between GAO and headquarters of the training command. In other words, if GAO wanted to visit any section or branch, Mr. Pratt or one of his assistants contacted me and I arranged with the chief of the section for GAO to visit. I was designated by Colonel Shirley as contact officer. At no time did I tell or suggest to anyone to withhold any information.

As I recall, at the GAO exit interview General Denniston asked Mr. Pratt if he had had access to all of the information we possessed and Mr. Pratt stated, as I recall, that everybody had been cooperative and the information asked for had been furnished. It was after the GAO left that I was instructed by Colonel Alexander, the Deputy Commander, to attempt to determine the out-of-pocket cost of the airfield. It was then that I had the original purchase request locked in the G-4 safe so that it could not be said that any figures or coding had been changed or tampered with after that time. This action was taken after I conferred with the Staff Judge Adjutant, Colonel Bradley. As far as I know, the documents are still in the G-4 safe.

Then, sir, on page 46, the second line, where it says that I was cognizant of the amount expended on the airfield and other projects from monthly status reports and so on, the system of established reports from projects was inaugurated by me as G-4 after it was found there was no existing system to guard against exceeding the approved limit of projects. This was done after the GAO visit.

In other words, I want to point out that this system of monthly status reports was not existent at the time of the GAO visit, as I recall it. It was done after the GAO visit was made. Do I make myself clear?

Chairman DAWSON. Yes, I hear what you say. I am trying to weigh them in the light of the facts that I had in mind from the report that was given and from other witnesses.

How long were you at this installation?

Colonel CONNOR. I became G-4, as I recall, sir, on July 8, 1959, and the notice of the GAO visit came on August 14, I believe, sir.

Chairman DAWSON. What were you before you were G-4?

Colonel CONNOR. I was inspector general.

Chairman DAWSON. But you were stationed there?

Colonel CONNOR. Stationed at Fort Lee; yes, sir.

Chairman DAWSON. As inspector general, what were your duties in relation to this airfield?

Colonel CONNOR. Inspector General, sir, did not inspect any of the G-4 section. The G-4 section was inspected by the Quartermaster General inspector general. In other words, my job as inspector general did not include the inspection of the G-4 office.

Chairman DAWSON. Did it include any inspection of this activity relative to this airstrip at all?

Colonel CONNOR. I became inspector general in May, I think it was, of the previous year, 1958. We made one inspection of the engineer department during the time that I was inspector general.

Chairman DAWSON. How long were you at Fort Lee?

Colonel CONNOR. I came there, as I recall, sir, in May of 1958, and stayed until I retired in the first of November 1960.

Chairman DAWSON. Where had you been assigned immediately preceding your assignment to Fort Lee?

Colonel CONNOR. Fort Bragg, N.C.

Chairman DAWSON. How long were you there?

Colonel CONNOR. A little over 3 years, as I recall.

Chairman DAWSON. And what place did you occupy?

Colonel CONNOR. I was G-4 of the first Logistical Command, which was involved in planning under wartime conditions. It was not an operating agency; it was a planning agency.

Chairman DAWSON. Thank you. You may continue.

Colonel CONNOR. Sir, that is all that I have in that connection. As far as I know, sir, the matters of which I have knowledge in the report basically are as shown.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. Colonel, this report indicates that when you took over as G-4 from Colonel Ridlehuber in July 1959 that you were told at that time that there wasn't any money available to complete this project, but that, quote, "when you can find the money from other projects, we apply it here." Didn't that strike you as a little bit strange, that procedure, or was that the procedure with which you were familiar? Was that the customary thing?

Colonel CONNOR. I accepted it on face value, sir. In talking to Colonel Ridlehuber about the airfield, we visited there before he left and, as I recall, he told me that there were no funds available in the project, that it was any money that might be saved from an operation that could be applied.

Mr. ANDERSON. Wouldn't that be diverting funds, though, improperly—I mean if they were supposed to go for some other project—to expend funds for this project from something else?

Colonel CONNOR. I believe the project itself was approved for usable funds, as I recall.

Mr. ANDERSON. Not in excess of \$25,000; isn't that correct?

Colonel CONNOR. That is right, sir.

Mr. ANDERSON. I do find the statement here that you were not aware until apprised by the GAO late in 1959—

despite the fact that he had been a former inspector general, that there was a statutory limit of \$25,000 on the use of O. & M. funds on urgently needed construction projects.

Is that a fact, that you were not aware of that statutory limitation?

Colonel CONNOR. That is true, sir. The day of the GAO visit, when Mr. Pratt stated that we had violated a Federal statute in exceeding the \$25,000, that was the first that I knew that there was a Federal statute involved.

Mr. ANDERSON. Isn't that something an inspector general would know or did your duties as inspector general cover this kind of thing?

Colonel CONNER. My duties as inspector general did not cover that phase of it. Any purchasing and contracting inspections were done by—not by our office, because we didn't have anybody qualified to do it. In other words, we didn't have anyone with the bookkeeping and controller background, and that was usually done by special inspectors who were sent from the Quartermaster General's Office.

Mr. ANDERSON. In other words, the inspector general of the Quartermaster General would take care of inspecting accounts like this? Is that what you are saying?

Colonel CONNOR. Well, contracts.

Mr. ANDERSON. I thought you were an inspector general.

Colonel CONNOR. I was inspector general of the Quartermaster Training Command, not of the Quartermaster General itself, the Office of Quartermaster General. In other words, the Quartermaster Training Command at Fort Lee had its own inspector general and the Quartermaster General here in Washington, of course, had its inspector general.

Mr. ANDERSON. Your duties were entirely in connection with the training command, is that it?

Colonel CONNOR. That is right, sir. And as inspector general of the training command, we did not inspect any of the G-staff—G-1, G-2, G-3, G-4.

Mr. ANDERSON. Would they be subject to periodic inspections by this Quartermaster General inspector general, do you know?

Colonel CONNOR. They were inspected annually by the Quartermaster General inspectors, yes.

Mr. ANDERSON. Was such an inspection made while you were there?

Colonel CONNOR. Yes, sir.

Mr. ANDERSON. I believe there was an inspection made following the GAO disclosures.

Colonel CONNOR. Yes, sir; a special inspection was made following the GAO disclosures, but the regular annual inspection was made both in 1959 and in 1960.

Mr. ANDERSON. How about in 1958? You weren't there in 1958, were you? You said you arrived in 1959, I believe.

Colonel CONNOR. No; I arrived in 1958. I think the first inspection had already been made either in the fall of 1957 or the spring of 1958, before I got there. Then, as I recall, the first inspection by the Quartermaster General inspector general was in the spring of 1959. That is the best of my recollection.

Mr. ANDERSON. There was such an inspection in the spring of 1959?

Colonel CONNOR. Yes, sir.

Mr. ANDERSON. What I am trying to develop by this line of questioning, Colonel, is whether or not, based on this incident, your experience, whether there is some deficiency in the inspection procedure in the Army. I mean this thing, it would seem to me, should have come to light then in the spring of 1958 when the Quartermaster General inspector general was inspecting the accounts dealing with this project, wouldn't you think?

Colonel CONNOR. Well, it is possible, sir. I hesitate to make a positive statement.

Mr. ANDERSON. Well, as inspector general of the Quartermaster Training Command, you would have a pretty good idea as to what the mission would be at Fort Lee, wouldn't you?

Colonel CONNOR. Right.

Mr. ANDERSON. Wouldn't that be part of this general scope of your inspection, to see whether or not the mission was being carried out?

Colonel CONNOR. Yes, sir.

Mr. ANDERSON. What is the mission there at Fort Lee?

Colonel CONNOR. The mission, generally speaking, is the training of quartermaster troops. They have the Quartermaster School there and quite a number of quartermaster technical units and I would say that generally speaking that is the primary mission.

Mr. ANDERSON. As I understand it, there were four aircraft assigned to this training command there; is that right?

Colonel CONNOR. I think that is right.

Mr. ANDERSON. Do you know what kind of aircraft they were, sir?

Colonel CONNOR. They were light aircraft. I think there was one two-motor and the others were single motor, as I recall, sir.

Mr. ANDERSON. Based on your knowledge, then, of the mission of Fort Lee and the kind of aircraft that were assigned there, could it possibly, in your opinion, be considered an urgent project, this airport or this landing strip? Was it urgent as far as the mission of the post was concerned at Fort Lee?

Colonel CONNOR. In retrospect, sir, I would say "No." At the time it might have been different.

Mr. ANDERSON. You are familiar now, of course, if you were not then, with the fact that the use of these \$25,000 O. & M. funds was only to be for urgent projects?

Colonel CONNOR. Right. Yes, sir.

Mr. ANDERSON. I am also a little puzzled as to exactly what part you played in the apparent attempt that was made to conceal certain papers from the GAO, to remove them from the files. When did you first become aware or whose order initiated any such action of that kind?

Colonel CONNOR. In the statement that I referred to a moment ago, I think there is a statement—if I may refer to the book here, sir—on the bottom of page 38. At the time that I received the call from the Norfolk district engineer that Mr. Pratt and his team was coming to Fort Lee, which was a little over 30 days after I assumed duty as G-4, I immediately, of course, went down to Colonel Shirley's office to—

Chairman DAWSON. He was what—the deputy post commander?

Colonel CONNOR. Yes. I told him of the telephone call. In fact, I felt that I was so unfamiliar with what was going on at the post I asked Colonel Jarrett to get in on the telephone conversation so that I would be sure not to miss anything that might have been important and Colonel Jarrett and I talked to a representative of Norfolk district engineers. I believe it was Colonel Freeman. Immediately after that conversation, Colonel Jarrett and I went down to talk to Colonel Shirley to tell him of the call. At that time Colonel Shirley, as I recall, made the remark that we had better get the files in order.

Chairman DAWSON. The files are not usually kept in order?

Colonel CONNOR. As far as I know, sir, they were in order. I mean I have no reason to think that they were not in order, sir.

Mr. ANDERSON. There is a statement here on page 39 that Lieutenant Colonel Jarrett stated he was instructed by Colonel Shirley to notify either the post engineer or the assistant post engineer to remove all embarrassing material from the 10-57 files before the arrival of GAO. Now Colonel Jarrett was the post engineer, I believe, wasn't he?

Colonel CONNOR. No, sir. He was the chief of the facilities branch of the G-4 section.

Mr. ANDERSON. At this particular time he was chief of the facilities branch. As such, he would be your subordinate; is that right?

Colonel CONNOR. Yes, sir.

Mr. ANDERSON. Did that command come through you or was that a command delivered directly by Colonel Shirley to Lieutenant Colonel Jarrett?

Colonel CONNOR. Colonel Jarrett was present at the conversation.

Mr. ANDERSON. I see. This all took place at the same time?

Colonel CONNOR. Yes, sir.

Mr. ANDERSON. In other words, you heard Colonel Shirley deliver this command or order to Lieutenant Colonel Jarrett?

Colonel CONNOR. The statement was made. I don't recall to whom it was directed, but whether it was directed to Colonel Jarrett or who, but as far as I was concerned, as I stated a moment ago, I told Colonel Jarrett later that as far as I was concerned the GAO could receive everything. As far as I know, there was nothing to hide.

Mr. ANDERSON. Particularly because of your background as an inspector general, even if it was in the Training Command rather than the Quartermaster General itself, didn't that strike you as being extremely out of order?

Colonel CONNOR. Well, Mr. Anderson, first of all as far as I knew there was nothing to hide and, second, if there had been anything to hide, we would just be compounding the felony; so to speak, in attempting to hide it.

Mr. ANDERSON. I certainly agree with you there.

Colonel CONNOR. For that reason, everybody I talked to I told them to let the GAO see whatever they asked for.

Mr. ANDERSON. Now, this is true, the statement on page 40—you made some corrections there or suggested some corrections there, but I believe it is true that you did tell Colonel Shirley that you yourself would not be a party to removal of any of the material from the files. Is that right?

Colonel CONNOR. Those were not my words. I think in talking to the staff here that made the investigation, it may be that those terms might have been inserted.

Mr. ANDERSON. Was that the substance of what you told him?

Colonel CONNOR. Yes, but I didn't tell him in those words is the point I am making.

Mr. ANDERSON. You did take the originals of some purchase requests and put them in your safe; is that right?

Colonel CONNOR. Right.

Mr. ANDERSON. Did you ever turn those over to the GAO?

Colonel CONNOR. That was after the GAO left and we had reconstructed the out-of-pocket cost as far as we could determine.

Mr. ANDERSON. I see. You mean that the GAO had left, after the exit conference had been held, it was then you took these things and put them in your safe?

Colonel CONNOR. Yes, because I didn't know at that time that anything had been tampered with until the GAO stated it at the exit interview.

Mr. ANDERSON. Subsequently, what disposition was made of those papers you put in your safe?

Colonel CONNOR. Presumably they are still there. At least they were there when I retired, sir. The civilian assistant in the office, Mr. Lopert, who handled budget matters, knew that they were there, and so forth. I presume they are still there, as far as I know.

Mr. ANDERSON. Did you personally process some of the orders for materials that were given in your capacity as G-4? Did you have occasion to process some of the materials that were ordered for this airfield?

Colonel CONNOR. Yes, sir.

Mr. ANDERSON. And, therefore, you knew that they were being coded or costed to other accounts other than those which would show that they had anything to do with the airfield project; isn't that right?

Colonel CONNOR. Well, sir, at the time I was mainly concerned with the fact that the funds were available and what the material was to be used for. At that time I did not check the coding because the codes were numerical figures that I myself was not familiar with. I soon learned that we did check those on every one that came through, but apparently on these two I did not, although it was written on the face of these documents, I believe, exactly what it was to be used for. I believe that the copies of them will show that.

In other words, what I am driving at, Mr. Anderson, was that there wasn't any attempt to hide or to miscode anything as far as I am concerned, sir.

Mr. ANDERSON. Well, there certainly was by somebody here. You will admit that. I have in front of me, Colonel, one of the exhibits in the file—exhibit No. 33—which is a copy of a letter addressed to you as G-4 from Lieutenant Colonel Pylant as the post engineer and the third paragraph of that letter states:

The completion of these facilities—  
and he is talking about this airfield—

is not within the capability of this office when considered along with other priority projects underway or soon to be started. It is for these reasons, as well as the urgent need for the airfield, that the attached request should be given every consideration.

(Exhibit 33—Memorandum from Lt. Col. Julian E. Pylant, post engineer, Fort Lee, Va., to Maj. Thomas S. Swartz, July 24, 1959, appears in the appendix on p. 313.)

Mr. ANDERSON. Following that is exhibit 34 which is a letter from you to the post engineer in which you say in paragraph 3—

These funds are and will be utilized from your normal operating funds for maintenance.

So, in effect, you did answer his question by telling him to charge these things to maintenance, did you not?

(Exhibit 34—Memorandum from Col. J. W. Connor, Acting Chief of Staff, G-4, to the post engineer re Fort Lee Army airstrip, July 28, 1959, appears in the appendix on p. 314.)

Colonel CONNOR. Yes, sir. That was the only source of funds.

Mr. ANDERSON. How could you reconcile in your own mind charging this to maintenance?

Colonel CONNOR. As I stated earlier, sir, in talking to Colonel Ridlehuber, that was the source of funds that the field was being built from.

Mr. ANDERSON. Nothing about that bothered you in any way? I mean that maintenance funds were being used to construct an airfield?

Colonel CONNOR. Well, at the end of every month the money that was left in any particular project such as maintenance and so on, we would apply on some other project where the money might be needed and this was a source of money.

Mr. ANDERSON. I realize it was a source all right. My entire question though, is, How did you justify using that source? I mean when there were funds designated for maintenance, how did you justify in your own mind using them to construct an airfield, or don't those designations mean anything?

Colonel CONNOR. Well, sir, I have no explanation other than that, sir.

Mr. ANDERSON. I didn't mean to monopolize the questions at this point, Mr. Chairman. That is all I have for the moment.

Chairman DAWSON. That is all right.

Mrs. Granahan?

Mrs. GRANAHAN. Nothing right now, Mr. Chairman.

Chairman DAWSON. Mr. Lanigan?

Mr. LANIGAN. I just want to clear up this one point. In this memorandum of July 24, 1959, addressed to you by Lieutenant Colonel Pylant (exhibit 33) and which Mr. Anderson referred to, the second paragraph contains this sentence:

If the crushed stone requested on PR 92-G is not made available beginning August 10, 1959, the access road, aircraft parking apron and the taxiway cannot be completed by company A and although a paved runway will be installed, it will not be usable without the remaining facilities.

(Exhibit 33—Memorandum from Lt. Col. Julian E. Pylant, post engineer, Fort Lee, Va., to Maj. Thomas S. Swartz, re purchase requests, July 24, 1959, appears in the appendix on p. 313.)

Mr. LANIGAN. Then on 92-G, which has been entered as exhibit 27, under the box for what this is required for is stated "for maintenance of roads in training areas." That is given for the purpose for which it is required and then you signed that as approved by the commanding officer.

(Exhibit 27—Local purchase request No. 92-G from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, July 24, 1959, appears in the appendix on p. 307.)

Mr. LANIGAN. Then in response to Colonel Pylant's memorandum you made a statement that the normal operating funds for maintenance should be used. Now from this voucher you must have seen that it had nothing at all to do with the purposes that Colonel Pylant

outlined in his memorandum to you; isn't that correct? I will let you look at this.

Colonel CONNOR. No, sir; I do not see any indication here. I think that certainly in other instances of my signing these, it was stated across the face of the voucher here exactly what the material would be used for, but apparently this one does not.

Mr. LANIGAN. Then in the same memorandum in which you replied to Colonel Pylant, you state this:

After discussion between yourself, Major Swartz and Lieutenant Colonel Jarrett July 27, you determined that it would be best to procure total stone in one action and due to dollar value of paving (in excess of \$5,000) divide this work into two increments.

Can you tell us why the \$5,000, the paving in excess of \$5,000 should have been divided into two increments?

(Exhibit 34—Memorandum from Col. J. W. Connor, Acting Chief of Staff, G-4, to the post engineer re Fort Lee Army airstrip, July 28, 1959, appears in the appendix on p. 314.)

Colonel CONNOR. Sir, as I recall, there were two vouchers that came in later—110 and 111—is that right?

Mr. LANIGAN. That is right.

Colonel CONNOR. And I brought up the question at the time: Are we trying to circumvent the regulation there by dividing this thing into two parts rather than putting it into one? I think that is in the report here itself. I was told that it was not, that it was all right.

Mr. LANIGAN. Who did you bring this up to?

Colonel CONNOR. Colonel Jarrett. At that time, sir, I had just taken over the job and looking back on it it seems strange that maybe I shouldn't know a lot of these things, but at that time I had not gotten my feet on the ground. This was the first 3 weeks or less than 3 weeks of the job and a G-4 job is a big job, if I may say so. There are many facets to it.

Mr. LANIGAN. I have one other question. First of all let me ask about this particular memorandum. Did you discuss Colonel Pylant's memorandum with Colonel Shirley or Colonel Ridlehuber, if you recall?

Colonel CONNOR. This last one?

Mr. LANIGAN. Exhibit 33, I believe it is.

(Exhibit 33—Memorandum from Lt. Col. Julian E. Pylant, post engineer, Fort Lee, Va., to Maj. Thomas S. Swartz, July 24, 1959, appears in the appendix on p. 313.)

Colonel CONNOR. I don't recall specifically discussing it with him, sir, but I may have. I don't remember any particular instance.

Mr. LANIGAN. Now, on the meeting that was held in Colonel Shirley's office preceding the coming of the GAO, you testified that you had indicated that you objected, whether vigorously or not, to any attempt to remove papers from the files. Was it your understanding as a result of that meeting that that was what was contemplated by his instructions?

Colonel CONNOR. Of course, I guess this wording here, his statement "get the files in order" may be taken in that way.

Chairman DAWSON. You know how it was taken, don't you? You know how you discussed them that day?

Colonel CONNOR. I assume it was that because of the way I answered.

Chairman DAWSON. You don't assume something when you are sitting in on a conference. Men understand each other. You are assuming it now.

Colonel CONNOR. I told them that I would have no—that I was telling the GAO people or our people that the GAO could see whatever they wanted to see.

Mr. LANIGAN. I have nothing further.

Chairman DAWSON. That is all, Colonel.

Colonel CONNOR. Thank you, sir.

Chairman DAWSON. Our next witness will be Colonel Ridlehuber.

You do solemnly swear that the testimony you are about to give the subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

Colonel RIDLEHUBER. I do.

#### TESTIMONY OF COL. WALTER R. RIDLEHUBER, DIRECTOR OF WAREHOUSING, MEMPHIS GENERAL DEPOT, MEMPHIS, TENN.

Chairman DAWSON. Will you identify yourself by rank and your present post of duty?

Colonel RIDLEHUBER. Walter R. Ridlehuber, colonel, U.S. Army. I am presently stationed at the Memphis General Depot, Memphis, Tenn., director of warehousing.

Chairman DAWSON. How long have you been in the service?

Colonel RIDLEHUBER. I have been in approximately 27 years, including about 5½-plus years of Civilian Conservation Corps duty.

Chairman DAWSON. Will you describe your duties at the time that this incident is supposed to have occurred; that is, in 1957, 1958, 1959, 1960, 1961?

Colonel RIDLEHUBER. I arrived at Fort Lee for accounting purposes on the 28th of July 1955 and departed for accounting purposes on July 31. I was on a duty status at Fort Lee from the 13th of August 1955 until the 7th of July 1959. During the period of time that I was at Fort Lee, I was the assistant chief of staff the entire time and a period of about 4 to 5 months I was acting chief of staff, in 1956-57.

My duties as assistant chief of staff, depot, was to supervise and direct the technical services and to coordinate the medical services and, in addition to that, I was responsible for the logistical support of an annual exercise, Log-X, at Fort Lee, and for the logistical support of the classified facilities there for classified use in time of an emergency.

Chairman DAWSON. I want to compliment you on the fact that you testify without hesitation, calling upon your memory.

Colonel RIDLEHUBER. Thank you, sir.

Chairman DAWSON. You may proceed with your statement.

Colonel RIDLEHUBER. I do not have a formal statement, sir, but I would like the opportunity to comment for the record, if I may.

Chairman DAWSON. You may.

Colonel RIDLEHUBER. I would like to read from a statement that I made to the judge advocate in Korea on the 23d of June 1960, in which I asked for his guidance and for advice on an appropriate course of action after I had been informed by General Denniston, the command-

ing general of the Quartermaster's Training Command, of these alleged irregularities and, if I may, I will read that.

I do not have the slightest suspicion that my decision in the case in question was swayed by any consideration other than the best interests of the United States. I do not stand to or desire to gain anything, including prestige, by the efforts devoted to accomplishment of the project with the resources available and within the scope of the regulations as interpreted by me.

(Exhibit 41—Complete statement of Col. Walter R. Ridlehuber, Quartermaster Corps, in reference to airfield project, Fort Lee, 10-57, about September 1960, appears in the appendix on p. 336.)

Colonel RIDLEHUBER. I might add that he felt that no action on my part was necessary.

If I may further comment, I notice—

Chairman DAWSON. Do you mean that the laws as passed by the Congress, the limitations that are placed upon the use of funds by the Congress, have no status nor standing with you whatsoever? You knew about the \$25,000 limitation. You set out to avoid it. You sought ways and means to avoid it. And then you say you don't know that you did anything wrong?

Colonel RIDLEHUBER. Well, sir, it was my opinion that additional—

Chairman DAWSON. Not your opinion; you ought to know. You are in the Army. The regulations are there. There is no ground for opinion. There is a ground for knowledge of the regulations and you had knowledge of the regulations.

Colonel RIDLEHUBER. Yes, sir, but my knowledge of the regulations only applied to that project in 1 fiscal year.

Chairman DAWSON. Well, we will go over the project in order.

Colonel RIDLEHUBER. All right, sir.

Chairman DAWSON. And that same knowledge that you had at the beginning you have now and you had it then.

Colonel RIDLEHUBER. May I make a statement?

Chairman DAWSON. Surely.

Colonel RIDLEHUBER. Referring to page 36 of Mr. Baras' statement, there is an indication that Colonel Pylant stated, in substance, at the middle of the page, that he told me that "I am not going to the pen for this," to which Colonel Ridlehuber replied, "I'll sign it."

I am quite sure Colonel Pylant made this statement to somebody else other than me because I have no recollection of any such statement.

Chairman DAWSON. You have a pretty good recollection of anything that you want to recollect?

Colonel RIDLEHUBER. But I don't recollect this, sir.

Chairman DAWSON. It may mean you don't want to recollect it at this time.

Colonel RIDLEHUBER. No, sir. I think if he will refresh his memory he will find it was not me because I was not there at the time he made this statement.

Chairman DAWSON. Do you know why the \$25,000 limitation was put on?

Colonel RIDLEHUBER. Yes, sir.

Chairman DAWSON. And you sought to avoid it knowingly, and now you seek to justify it by an opinion when you know the facts. You knew the limitation and you set out to avoid it.

Colonel RIDLEHUBER. I would like to refer to one other item on page 50.

Chairman DAWSON. Is Colonel Pylant in the room?

Colonel PYLANT. Yes, sir.

Chairman DAWSON. Will you tell this gathering the incident that happened according to your recollection?

Colonel PYLANT. It was as stated in the testimony. Major Swartz and Mr. Fussell or one of the other accountants was present at the time. The congressional limit had been passed and I was not going to jail for it. Colonel Ridlehuber said, "We worried about that last spring," and he did make that statement. I will take a polygram on that, sir.

Colonel RIDLEHUBER. I do not recall it, sir.

Colonel PYLANT. Is that all?

Chairman DAWSON. Yes, sir. Thank you.

Colonel RIDLEHUBER. May I refer to one other statement on page 50 which indicates that the people in the Engineer's office were aware of the plans to submit additional projects. They are indicated in Mr. Baras' statement as supplemental projects which will be initiated and approved once the limitations were reached.

I have nothing further, sir.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. Other than these two things to which you have called our attention in this 52-page statement for the record that was submitted for the record by Mr. Baras, is this substantially a correct accounting otherwise of the construction of this airfield?

Colonel RIDLEHUBER. Yes, sir; except for the testimony by people of which I have no knowledge.

Mr. ANDERSON. I am referring just to this statement and what is stated here. As far as any references to you are concerned, it is correct except for those two instances that you mentioned?

Colonel RIDLEHUBER. I went through this hastily and those are the only two I picked up, sir.

Mr. ANDERSON. Well, it is a pretty important document as far as you are concerned because if it is true except for those two instances, in my opinion it is one of the most shocking examples I have ever seen of a deliberate attempt by the U.S. Army to flaunt the will of Congress and go ahead and construct something that should have been authorized under the Military Construction Authorization Act that has ever come to my attention. I would certainly recommend you read it pretty carefully, if you have not done so already.

Now you have consistently, at least as far as this statement is concerned, said this was an urgent project.

Colonel RIDLEHUBER. That is right.

Mr. ANDERSON. Do you still hold that view?

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. Why then was it that even though efforts were made ever since 1952, according to this statement, to get this included in a Military Reconstruction Authorization Act it was never included? You were the only one, apparently, to see the great urgency for this thing.

Colonel RIDLEHUBER. There were other urgent items that took priority within the funding limitations and I would like to clarify

one point. I did not think, nor do I think now, that there was an urgent requirement for an Army airfield. There was an urgent requirement for an airstrip on which planes could land and take off in good daylight weather.

Mr. ANDERSON. Can you justify the amount of money that was spent on this project, though, just for a daylight airstrip?

Colonel RIDLEHUBER. Yes, sir. In the case of—

Mr. ANDERSON. As I recall it, there was something like \$450,000, or was it \$586,000 spent on this project? You don't think there is anything excessive about that?

Colonel RIDLEHUBER. No, sir; when you include the value of training from it.

Mr. ANDERSON. Let's go into that training. What was the primary mission of Fort Lee?

Colonel RIDLEHUBER. The primary mission of Fort Lee was as Colonel Connor stated it, with the addition of supporting the annual logistical exercise of which we had two blocks of buildings set aside and ready for that and also to be ready for the alternate deployment plans which are classified.

Mr. ANDERSON. There were only four aircraft during this time that were authorized for Fort Lee; is that correct?

Colonel RIDLEHUBER. Yes, sir; but the aircraft that are used for Log-X once a year consists of helicopters that we had to arrange to obtain from either the Air Force, the Marines, or somebody, and other aircraft, and also the matter of aircraft to be used in case there was a deployment in an emergency.

Mr. ANDERSON. The staff has called my attention to page 19 of Mr. Baras' statement, which refers to the staff study made and submitted for comment on March 11, 1959, by G-4, the assistant chief of staff for logistics to G-3, the assistant chief of staff for operations and in this he takes issue with several points that have been made in the draft study, such as the fact that the strip could be utilized as a fair weather strip if certain ceilings were observed and if landings were made with the wind, thereby avoiding a water tank construction. G-3 pointed out landing with the wind is considered hazardous and should be attempted only for unusual and emergency conditions. What should be your comment on that statement?

Colonel RIDLEHUBER. My comment on that is that G-3 was off the base there and they were later taken to task, so I was informed, by both the Chief of Staff and Colonel Shirley for making many of the statements that they made in there.

Mr. ANDERSON. In this particular report?

Colonel RIDLEHUBER. That is the comment by G-3; yes, sir.

Mr. ANDERSON. Who took G-3 to task for that, did you say?

Colonel RIDLEHUBER. I was informed General Denniston did and based on my next comments, which G-4 went by, addressed to the Chief of Staff, for him to take it up with the deputy and commander, giving our recommendations, and you will note that the letter that finally went into the Quartermaster General substantially was in agreement with the G-4 recommendations and did not consider the G-3 recommendations.

Mr. ANDERSON. Well, General Denniston, according to this, informed the committee staff that G-3 views and recommendations had

never been brought to his attention, although he has since become aware of those comments, nor did the general recall a staff meeting to discuss the staff study. You are disputing the word of General Denniston himself then if you said that he read the riot act to G-3 for making these comments.

Colonel RIDLEHUBER. I was informed he did.

Mr. ANDERSON. Do you still want to stick to that when you read here he informed the staff he was never even aware of them?

Colonel RIDLEHUBER. Yes, sir. He signed the letter to the Quartermaster General.

Mr. ANDERSON. What letter do you refer to?

Colonel RIDLEHUBER. The one based on that staff study and the files show the comment on the back based on command decision by the commanding general.

Mr. ANDERSON. Who composed that letter?

Colonel RIDLEHUBER. I did.

Mr. ANDERSON. Do you know if he read it?

Colonel RIDLEHUBER. Well, it was based on instructions that I got. I am sure he read it.

Mr. ANDERSON. Who gave the instructions?

Colonel RIDLEHUBER. I got them from Colonel Edgar and Colonel Shirley together.

Mr. ANDERSON. There is another statement in here, Colonel, that is attributed to General Denniston, that as far as he was concerned this was a one-man project of yours, that you were the one who was responsible for originating the idea and pushing for it throughout the whole construction process. What do you have to say about that?

Colonel RIDLEHUBER. I have no comment on that. I think the record—

Mr. ANDERSON. I think the record pretty well bears out what he had to say.

Now when this project was originally written up on this DA Form 5-25, at that time the funded cost of that project would have been far in excess of the \$25,000 statutory limitation for use of O. & M. funds for urgent construction projects, would it not?

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. Later on it was decided that could be reduced to below the \$25,000 figure based on the availability of some fill from some borrow pit situated there at Fort Lee; isn't that right? Isn't it a fact, Colonel, before construction actually started and before the Engineers began that they paid a visit to Fort Lee and that it came to your attention that this fill which you had assumed might be available would not be available, that you would have to go out and purchase those materials?

Colonel RIDLEHUBER. At that time we had information from the Norfolk District Engineer that they had not approved the soil sample. My information is that they later approved the soil samples and that the fill was used.

Mr. ANDERSON. I call your attention to page 9 of Mr. Baras' statement.

In response to questioning by the Engineers as to the availability of borrow pits elsewhere on the post—

this was after it had been determined that the availability of this material was doubtful—it says that Colonel Ridlehuber and Major Swartz replied—

it is just about out of borrow material, with the exception of that area adjacent to the aircraft. If this material does not meet requirements, we must make arrangements for purchase.

In other words, you were prepared to go ahead and purchase the material?

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. Didn't you realize this was going to bring it over the \$25,000 cost?

Colonel RIDLEHUBER. No, sir.

Mr. ANDERSON. You were already up to \$24,500.

Colonel RIDLEHUBER. No, sir; not at that time.

Mr. ANDERSON. That is what you showed on your DA 5-25, wasn't it?

Colonel RIDLEHUBER. That was the estimated cost.

Mr. ANDERSON. What did you think was going to intervene to reduce the estimated cost to the point where you had money to go out and buy this material?

Colonel RIDLEHUBER. Because we had the money still available within the limitations at that time. I estimated, based on the conversation with the son of the owner at a meeting, that we could buy the material for approximately \$1,300 and there was much more than that available at that time.

Mr. ANDERSON. Was this before or after you decided to lengthen the strip from 1,500 to 2,500 feet and increase the depth of the bituminous paving by half an inch?

Colonel RIDLEHUBER. I don't recall.

Mr. ANDERSON. Did you still think after the changes made in the plans for construction of this airfield you were going to stay under the \$25,000 statutory limit?

Colonel RIDLEHUBER. I never did think we would finish the airfield within the limitation and I think the form 5-25 contains the statement that as much work as possible will be accomplished within this limitation and that the letter of transmittal for that project, when it went forward for approval, contains the statement, substantially, that the post engineer did not have the engineering ability to develop the detailed plans and that that should be assigned to the engineer group and that the engineer group accomplish as much work as possible within that limitation.

Mr. ANDERSON. Is it your position now, then, if I understand you correctly, that you were opposed to using more than \$25,000 of O. & M. funds to construct this airfield?

Colonel RIDLEHUBER. No, sir; I wasn't opposed to it. I was opposed to using more than the limitation on that particular project. I was of the opinion an additional project—one or more—could be submitted.

Mr. ANDERSON. But it wasn't submitted?

Colonel RIDLEHUBER. That is what I found out later, sir.

Mr. ANDERSON. You didn't know while this whole incredible thing was going on that this \$25,000 limit was being exceeded, that all of these requests were being made for materials and that they were being costed to maintenance funds and everything else under the sun to con-

ceal the fact they were being used for this airstrip? You didn't know that and you were the G-4 at that post?

Colonel RIDLEHUBER. I think I will have to explain, sir.

Mr. ANDERSON. You certainly will.

Colonel RIDLEHUBER. The matter of costing and purchase, the purchase request or the purchase of materials or contracts under the accounting system—I don't know what it is today—are not costed at the time funds are obligated. They are costed when the materials or services are utilized.

Mr. ANDERSON. But you as G-4 have supervisory authority over a project of this kind and I don't care whether they are costed at the time they are obligated or whether they are costed during construction. It is your business to know how they are being costed, isn't it?

Colonel RIDLEHUBER. That is right and the materials I purchased that would have been put over the \$25,000 limitation, approximately, was to be covered by additional projects, additional projects, and they were purchased for stock or something else with the expectation that if the project was approved they would be costed on a work order, as is all materials to that particular project.

Mr. ANDERSON. You knew way back in 1959 that this wasn't going to be approved after you couldn't get a waiver of the restrictions, of the landing restrictions because of the water tower?

Colonel RIDLEHUBER. No, sir; I didn't know that.

Mr. ANDERSON. You didn't know that?

Colonel RIDLEHUBER. No, sir. I was informed by Colonel Pennington that it would not.

Mr. ANDERSON. Then you knew it? You were informed and you knew, didn't you?

Colonel RIDLEHUBER. I didn't agree with him. I felt that the only way you could determine whether or not the project would be approved would be to submit them with detailed justification. There was always an alternative to changing to this minor MCA.

Chairman DAWSON. But you didn't want to change it? You didn't intend to change it; you didn't set out to change it?

Colonel RIDLEHUBER. Yes, sir. I think if all of the records are dug out you will see that there was a plan and instructions to develop the additional projects.

Mr. ANDERSON. Let me call your attention to page 11 of Mr. Baras' statement where it says that the request that had been made to the Office of the Quartermaster General on November 25, 1958, for waivers to permit continuation of the construction of a noinstrument approach runway was turned down by the Deputy Chief of Staff for Operations on January 29, 1959, and at the same time a recommendation was made that a new airfield site be selected.

The effect of this rejection was to force the elimination from the fiscal year 1960 military construction program of the aviation facilities which Fort Lee had been seeking \* \* \*

Now you knew that, didn't you?

Colonel RIDLEHUBER. That is right.

Mr. ANDERSON. Still you went ahead. You even went ahead and got a hangar installed here that you knew was going to be installed as a part of that project. The only reason for that was because you were trying to get an airstrip for an airfield there, wasn't it?

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. Do you think there is any excuse, any justification at all for the deliberate flouting of the will of Congress exhibited by an officer in your position?

Colonel RIDLEHUBER. I certainly didn't realize at the time that I was flouting the will of Congress, sir, and in the back of my mind, all of the while, there were additional projects required to be completed.

Mr. ANDERSON. Weren't you aware that there is a section in the law that says that no such project, the cost of which is in excess of \$25,000, shall be authorized unless approved in advance by the Secretary of the military department concerned? You knew that, didn't you?

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. Yet you resorted to every kind of a machination and maneuver and subterfuge to cost these things out and do other things that you could do to go ahead, drive ahead, and ignored that \$25,000 limitation. Isn't that a fair and honest estimate of your conduct in your post as G-4?

Colonel RIDLEHUBER. That is the end result, the way it was handled after my departure.

Mr. ANDERSON. You departed when?

Colonel RIDLEHUBER. July 7, 1959.

Mr. ANDERSON. And the Engineers arrived and started to build the field in March of 1958?

Colonel RIDLEHUBER. That is right.

Mr. ANDERSON. That was a good year before you left Fort Lee, Colonel.

That is all I have.

Colonel RIDLEHUBER. May I add one thing? When he was speaking about the first year, the records will show that on the 30th of June 1958 the sum of \$19,372 had been costed against project 10-57 initial construction of Fort Lee airstrip engineer troop project. That, of course, was exclusive of the training, the funds that went to support the unit and the training.

Mr. ANDERSON. I have one more question, Mr. Chairman. I have a copy of a letter dated June 2, 1959, that was addressed to you by Colonel Pennington, Chief of the Installations Division of the Quartermaster Corps. The second paragraph of that letter reads as follows:

As you know and as I mentioned in our telephone conversation on May 29, the Quartermaster General is limited to a funded cost of \$25,000 for new construction. This limitation applies to the entire airfield as one project and not to various elements or increments. In other words, the project completed with \$25,000 funded cost must be a usable facility in itself. I understand that you are about up to the legal limit now, so it does not appear possible to accomplish PR16-60 for electricity and water nor PR58-18-60 for temporary control tower from O. & M. funds in fiscal 1960.

Now that would certainly indicate to anyone that reads that letter your awareness on this date of the situation you were in, wouldn't you agree, Colonel?

Colonel RIDLEHUBER. I was aware of the information that he conveyed to me. I never agreed with him that the department could not have approved additional projects.

Mr. ANDERSON. The point is they didn't approve them and you went ahead anyway.

Colonel RIDLEHUBER. They didn't approve them later. Why they didn't approve them, I don't know.

Mr. ANDERSON. That isn't the question as to why they didn't approve them. If we were going to go into that, we might ask since 1952 no one has felt that this project that you felt was so urgent was sufficiently important to include in a military construction authorization act, but it isn't a question of that; it is a question of what you did.

Chairman DAWSON. Mrs. Granahan?

Mrs. GRANAHAN. No questions.

Chairman DAWSON. The bell has rung and we have to go answer the call. I am going to ask that we adjourn until 2 o'clock.

(Whereupon, at 11:05 a.m., the hearing was adjourned until 2 p.m. the same day.)

#### AFTERNOON SESSION

Chairman DAWSON. The hearing will come to order.

I believe Colonel Ridlehuber had the stand when we adjourned. We will resume where we left off. Mr. Anderson was questioning you.

#### FURTHER TESTIMONY OF COL. WALTER R. RIDLEHUBER, DIRECTOR OF WAREHOUSING, MEMPHIS GENERAL DEPOT, MEMPHIS, TENN.

Mr. ANDERSON. Colonel, as I recall your testimony before we recessed for lunch, you stated that even though the original form DA 5-25, the one that was approved the 17th of September 1957, showed a cost; that is, additional funds that would be required to complete the project, of \$37,000 and then that was subsequently reduced by another project estimate dated the 1st of November 1957 to \$24,948, which brought it under the \$25,000 limitation, you said that you expected to get additional projects approved.

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. Now I have been reading under project description, which is paragraph No. 1, on this form DA 5-25. I have been reading the description of this particular project which was approved for this amount and it reads:

Construction of flexible pavement landing strip, 765 feet by 2,500 feet, with minimum necessary overruns, paved taxiways and parking aprons, and including a 454-foot paved access road, landing strip, to be located within the boundaries of the military reservation approximately 3½ miles to the north of the clear area—

and so on. What projects would there be in addition to that project description that would be necessary to complete this airstrip?

Colonel RIDLEHUBER. Other additional projects. I believe I mentioned this morning that the letter of transmittal to that stated substantially that the post engineer did not have the capability to prepare the estimate in detail and we requested that that be assigned to the Engineer group and that they accomplish as much work as possible within that limitation and that the last line or sentence in that letter of transmittal stated that it would not exceed the limitation during fiscal 1958.

Mr. ANDERSON. Do we have a copy of the letter of transmittal?

Chairman DAWSON. While he is looking at that, I have been trying in my mind to find some justification for your undertaking the matter as an emergency. It shouldn't have cost over \$25,000, but you in fact knew that this strip would cost more than that. How can you justify it when the law says that you do not start a project as an emergency project if it is going to cost more than \$25,000? You shouldn't have started it anyway, but as an emergency project, if it cost more than \$25,000, then how can you justify going ahead and doing it as an emergency and here you knew it was going to cost you more?

Colonel RIDLEHUBER. Mr. Chairman, I know more about it now than I did then.

Chairman DAWSON. You were supposed to know then and you are very positive—you are as positive as any man I have ever seen in trying to justify what you had done when you knew it was wrong. If you didn't know it then, you know it now and you are still trying to justify it.

Colonel RIDLEHUBER. All I am trying to do is to justify the actions that I took.

Chairman DAWSON. Sure, but you can't justify them under any regulation. You are trying to—Well, I won't say that yet because I know you want to ask questions.

Mr. ANDERSON. Mr. Chairman, if I may go back to this: I have the impression or I had the impression in listening to your testimony this morning that you were suggesting that this \$25,000 statutory limitation was applicable only to a single fiscal year.

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. And that the total project, if it could be spread over a number of fiscal years, that you could accumulate that statutory limitation. Is that your position?

Colonel RIDLEHUBER. That was our understanding at the time; yes, sir.

Mr. ANDERSON. Well, I have before me here the statute, the language of section 408, chapter 70, statute 991, page 1016, where it says:

The Secretaries of the military departments may expend out of appropriations available for maintenance and operation amounts necessary to accomplish a project which, except for the fact that the cost does not exceed \$25,000, would otherwise be authorized to be accomplished under subsection (a).

I certainly don't get the connotation from that that you can keep extending this limitation over a number of different years, but that is the total that can be expended for a project unless it is contained in the Military Construction Authorization Act. But you say that you didn't understand that.

(Appendix 1—Statutes relating to possible violations of law in connection with construction of airfield at Fort Lee, Va., appears in the appendix on p. 409.)

Colonel RIDLEHUBER. No, sir. And am I correct that the letter so states that, the letter of transmittal?

Mr. ANDERSON. Are you referring to the letter signed by Mr. Bower?

Colonel RIDLEHUBER. Yes, sir; that transmitted the revised project.

Mr. ANDERSON (reading):

The accomplishment of so much work as may be possible on an out-of-pocket obligation cost not to exceed \$25,000 during fiscal year 1958—

that is correct.

Now there is one other thing I would like to get into, Mr. Chairman, if I may and that is with respect to when did you first get word that the General Accounting Office, through the district engineer at Norfolk, was sending somebody down to Fort Lee.

Colonel RIDLEHUBER. I was not there. I had no knowledge of such investigation until I was told to appear before an inspector general in Korea. I think it was on September 2.

Mr. ANDERSON. In other words, you left in July of 1959?

Colonel RIDLEHUBER. Yes, July 7.

Mr. ANDERSON. When was this that you were told to appear before the inspector general?

Colonel RIDLEHUBER. The 2d of February, as I recall. I had no prior notice until that time.

Mr. ANDERSON. Of the following year?

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. Is it a fact, Colonel, that this Operation MOBEX to which some of the purchase requests for materials used in this airfield, to which some of these requests were charged, that this was a fictitious project?

Colonel RIDLEHUBER. No, sir.

Mr. ANDERSON. What was it?

Colonel RIDLEHUBER. The funds were available for the tactical forces for use in connection with outloading or being ready for deployment as strike units. The 109th, one of the several companies that went through the test, had one small platoon of less than a platoon size that could not outload within its allocated time. There was an additional requirement, overall requirement of Fort Lee of some 80,000 square yards of hardstand that had been programed for years but little or none had been accomplished due to the shortage of funds. As we were reaching the end of the fiscal year there, we had funds available for the tactical forces and a meeting was called between the group commander, the G-3 people, and the G-4 people to decide what projects or what requirements would be covered out of the money available. This was one of the items that they selected and knowing that it would be used at the airfield, but hardstand which the 109th would use, and that was put in writing and copies distributed to the engineer on which he initiated the purchase request, as well as to the group commander, the G-3, the controller and finance and accounting officer. Had not the finance and accounting office had a copy of that, they would never have certified the money for the purchase.

Mr. ANDERSON. If I understand you correctly, you are giving substantially the same explanation now as appears on page 34 of Mr. Baras' statement. That statement on page 35 goes on to say that you did admit to the committee staff that the designation of this Project MOBEX is the purpose for which this crushed stone had been procured, that that could be considered a subterfuge.

Colonel RIDLEHUBER. I agreed with Mr. Perlman that it could be at this date.

Mr. ANDERSON. As a matter of fact, that was the reason it was done. It was a subterfuge to get around something that by that time you did realize you were in trouble as far as the statutory limitation was concerned.

Colonel RIDLEHUBER. Yes, sir.

Mr. ANDERSON. I don't have any further questions.

Chairman DAWSON. Mr. Lanigan?

Mr. LANIGAN. The purchase order which is exhibit No. 26 in our record, which was designated as being required for MOBEX was made out on June 5, 1959, which was after your conversation with Colonel Pennington on May 29 to the effect that he told you that the Quartermaster General was limited to a funded cost of \$25,000 for new construction and that this limitation applied to the entire airfield, in other words, as one project and not the various elements or increments. So he had given you that instruction prior to the time that the Mobex purchase order was signed; is that correct?

(Exhibit 26—Local purchase request No. 2107-M from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, June 5, 1959, appears in the appendix on p. 306.)

Colonel RIDLEHUBER. And concurrent or subsequent to that, they approved the project for the building which is now designated as a hangar and it was supposed to have been submitted as a project to cover the hardstand. It was not submitted. Why, I don't know.

Mr. LANIGAN. But the material that was bought in MOBEX purchase order was actually used in the airstrip; is that correct?

Colonel RIDLEHUBER. Yes, sir. It was intended to be used around the area where the building was to be erected and from there out. What it was used for I don't know because I departed before it was used.

Chairman DAWSON. The building of the hangar was done under a subterfuge that you were going to use it for the same purposes when you knew you were going to use it in connection with this airstrip?

Colonel RIDLEHUBER. Mr. Chairman, I would like to point out that there had been a requirement for this company for a building in which to train in for summers and it had been programed yearly as a minor MCA and no funds were available.

Chairman DAWSON. It was not being used as a hangar? It was used as a hangar, wasn't it? That was put up there knowing that in order to get around the law, which would require you to come to Congress to get appropriations for a hangar, you gave it a name or stated a purpose when you discussed with others that it wouldn't be used for that purpose.

Colonel RIDLEHUBER. I beg your pardon. I thought I stated that it would be used for the 109th and would also concurrently provide some covered space for the maintenance of aircraft. It couldn't be used for both purposes, but the primary purpose was for the 109th. I now learned since I have been up here the last couple days that it has never been used by the 109th. I don't know why. (Exhibit 42.)

(Exhibit 42—Individual project estimate—repairs and utilities, Fort Lee, Va., post request No. 72-59, construction of a prefabricated metal building, June 3, 1959, appears in the appendix on p. 337.)

Chairman DAWSON. You don't know why? It was never intended to be used by the 109th.

Mr. LANIGAN. Now Major Swartz testified that in the early part of May 1959 he had informed you that they had just about reached the \$25,000 limitation and that you then told him that the various purchases should be costed to other projects.

Colonel RIDLEHUBER. No, sir, not costed, that the procurement of it should be indicated for either stock or something like that until we could get the project approved because it is costed at the time of use, not at the time of purchase.

Mr. LANIGAN. Then it should be indicated on the purchase order that they would be used for other projects.

Colonel RIDLEHUBER. Well, it could be for stock because we had a requirement for it for other purposes as well.

Mr. LANIGAN. Colonel Swartz also testified that would apply to purchase order, which is exhibit 23, and was numbered 1900 for crushed stone, the 150 tons of crushed stone, was made out as required for maintenance of roads at your instruction and that this material was used for the airstrip. I wish you would take a look at this.

Colonel RIDLEHUBER. Yes, sir, I am familiar with this and also I would like to point out that the required date was on or before June 30. It was intended to be used the next fiscal year.

Now we were of the opinion at that time that this sum or some approximation of it was still available from a costing standpoint if we cancelled or did not use the asphalt that had been purchased in 1958. Was it 1958? Yes, 1958.

Mr. LANIGAN. Would you read to the committee what that purchase order states, the material that it is required for in the box?

Colonel RIDLEHUBER. "Required for maintenance of roads". Yes, sir, if we didn't get the project approved or if we couldn't, if it were decided that we couldn't cancel the asphalt, then we would have to defer this and get another project to cover it.

Mr. LANIGAN. But the intention was to use it in the airstrip?

Colonel RIDLEHUBER. If we could get a project approved or if there was sufficient available within the limitations to utilize it or some amount of it.

Mr. LANIGAN. In the airstrip?

Colonel RIDLEHUBER. Yes, sir.

Mr. LANIGAN. So when it stated that it is for maintenance of roads, that is not entirely correct.

Colonel RIDLEHUBER. No, sir. It was merely a means of obligating the money to purchase stock at that time.

Mr. LANIGAN. And you signed that for the commanding officer?

Colonel RIDLEHUBER. Yes, sir.

Mr. LANIGAN. I would like to show you exhibit 4, which is the instruction which you received in connection with the approval of the project of PR-10-57 revised. If you will read the first paragraph, you will note that the approval is subject to a total expenditure of O. & M. funds not to exceed \$24,948 for supplies and indirect costs.

(Exhibit 4—Memorandum from Col. Oliver C. Harvey, Quartermaster Corps, Chief, Installations Division, to the Training Command, U.S. Army, Fort Lee, Va., re individual project estimate—repairs and utilities, post request No. 10-57 (revised), November 27, 1957, appears in the appendix on p. 257.)

Colonel RIDLEHUBER. Yes, sir.

Mr. LANIGAN. Then it is true that in your letter of transmittal there was some indication that you might want to use other money later, but the approval that came to you was limited to \$24,948; is that correct?

Colonel RIDLEHUBER. Yes, sir, for that particular project.

Mr. LANIGAN. Did you get approvals for other projects other than for the hangar in connection with building the airstrip?

Colonel RIDLEHUBER. Sir, they were not submitted at the time I left and since I have been here I learned that the first one was not submitted until, I believe, January 1960, and at that time it was disapproved.

Mr. LANIGAN. Now the second paragraph (b) states that no work should be accomplished that will conflict with the ultimate completion of the airstrip in full accordance with the criteria contained in EM1110-3-311, dated June 15, 1957. This should include the maintenance of all prescribed clearances for structures or other obstructions during present or future stages of construction. Having received this limitation, what check did you make as to the obstructions in the area?

Colonel RIDLEHUBER. This matter was taken up with the district engineer, sir, and we were of the opinion that they were talking about the clearing of the area because there had been one project set up to clear so much and this would require the clearance of additional ground and that was undertaken and accomplished.

Mr. LANIGAN. The only clearance of the area was of timber, was it not?

Colonel RIDLEHUBER. Yes, sir.

Mr. LANIGAN. Do you interpret the word "structures" to be limited to timber?

Colonel RIDLEHUBER. No, sir. We understood that this was talking about "other structures" that would be constructed under the MCA programs which were being developed concurrently with this.

Mr. LANIGAN. Could the airstrip ever be completed ultimately in accordance with the criteria that existed at that time for clearances in the general area?

Colonel RIDLEHUBER. I am not sure that the "SR" they refer to is keyed to the obstructions within the surrounding area which required either a waiver—required a waiver from the operational people, sir.

Mr. LANIGAN. You subsequently requested a waiver?

Colonel RIDLEHUBER. Yes, sir.

Mr. LANIGAN. Were the instructions changed between the time of this memorandum and the time you requested the waiver?

Colonel RIDLEHUBER. Sir, we did not associate this with the waiver at all.

Mr. LANIGAN. In other words, you thought that you could build an airstrip without worrying whether you had an instrument landing clearance going to and from the airstrip?

Colonel RIDLEHUBER. When we initially started the construction of the airfield, there was no known requirement to me that we would have instrument approach for flying.

Chairman DAWSON. You stress the words "to me".

Colonel RIDLEHUBER. Yes, sir.

Chairman DAWSON. I just wanted to be sure I caught the stress and you thereby left yourself in position to misinterpret or put a different interpretation upon the law than what is required, what is used by the ordinary person. You always use the words "to me". Do you regard yourself not bound by Army regulations, that just because you

want to say that, that that was the way it seemed to me, that the Army regulations therefore had to be wrong and you right?

Colonel RIDLEHUBER. No, sir.

Chairman DAWSON. Or that your interpretation of it had to be right as against that of other sane, sensible men who had a record for integrity in the Army as great as yours?

Colonel RIDLEHUBER. No, sir.

Chairman DAWSON. Then you stress always "to me". There must be a reason for it because you know no sane, sensible man would reach the same conclusion and you want to make an excuse for yourself.

Mr. LANIGAN. I would just like to read you a paragraph from the Corps of Engineers Manual, EM-1110-3-311 app. V, of June 15, 1957, which defines instrument approach zone as—

An area beyond each clear zone, extending on the ground for a distance of 50,000 feet along and symmetrical about the extended centerline of the runway. The width of the approach zone at the end of the clear zone is 1,000 feet \* \* \* and then flares to 16,000 feet at 50,000 feet from the end of the clear zone.

You weren't aware of this definition at that time?

Colonel RIDLEHUBER. Only in a general way because the district engineer was handling that particular aspect of it, sir.

Mr. LANIGAN. So you are telling us now there was a district engineer that was negligent in not following out these instructions?

Colonel RIDLEHUBER. Well, I didn't intend that. What I was trying to get across is the matter of obstructions were handled by the district engineer and they gave us the information on which we went in to ask for the waivers.

Mr. LANIGAN. So the district engineers told you that these obstructions were in existence; is that correct?

Colonel RIDLEHUBER. Yes, sir.

Mr. LANIGAN. Did they ever tell you there were no obstructions?

Colonel RIDLEHUBER. The people we dealt with in the district engineers were of the opinion that we would get waivers for all of the obstructions.

Mr. LANIGAN. So you proceeded on the basis of getting waivers at a later time?

Colonel RIDLEHUBER. Yes, sir.

Mr. LANIGAN. Even though your instructions on which the project was approved required the removal of the obstructions; is that correct?

Colonel RIDLEHUBER. That is an interpretation of it, sir. But there are many waivers that are given in connection with airfields, as well as other facilities.

Mr. LANIGAN. You couldn't get waivers when you tried?

Colonel RIDLEHUBER. As a matter of fact, sir, in reviewing the record since I have been up here, I don't think there is anywhere where it states specifically that DCSOPS disapproved the waivers. They said they wanted an all-weather flight and they wanted to get another site, but when we went back to them and told them there wasn't another site, they had another chance to either approve or disapprove the waivers and I have no knowledge that they finally disapproved them.

Mr. LANIGAN. You mean they didn't give you the waivers?

Colonel RIDLEHUBER. They didn't give us the waivers but I know of nothing that they finally disapproved them.

Chairman DAWSON. That is after you had built it.

Mr. LANIGAN. You mean you expected them to disapprove waivers rather than grant them?

Colonel RIDLEHUBER. Well, they deny them or disapprove the waivers; yes, sir.

Chairman DAWSON. But you had already started on the work.

Colonel RIDLEHUBER. Yes, sir.

Chairman DAWSON. Knowing that—without getting the OK on it?

In other words, you believe that you can go ahead and if I do this, then it is done and then they can't do anything about it after it is done.

Colonel RIDLEHUBER. No, sir, I don't.

Chairman DAWSON. What is the use of waivers, if you start without getting them? You understand English.

Colonel RIDLEHUBER. May I make a point here, sir? Some of these—

Chairman DAWSON. You may tell us a fact, not make a point.

Colonel RIDLEHUBER. All right. Some of these obstructions could have been waived. For instance, the tank immediately adjacent to the airfield at the reformatory, I think I was informed by the district engineer if proper lighting had been put up there that we would get a waiver.

Chairman DAWSON. Was proper lighting put on it?

Colonel RIDLEHUBER. No, sir.

Chairman DAWSON. Then you couldn't get a waiver, but you went ahead and built anyway.

Colonel RIDLEHUBER. I discussed it with the superintendent of the reformatory, about putting it up there, and it was all right providing we put it up. He wouldn't put it up.

Chairman DAWSON. But you didn't put it up. You went ahead and did the work without a waiver. You knew what you were doing.

Mr. LANIGAN. Did you inform General Denniston at any time that additional projects would have to be approved in order to facilitate the purchase of materials to complete the airfield?

Colonel RIDLEHUBER. Yes, sir; both directly and indirectly—directly in conversation with him and indirectly through the Chief of Staff and deputy post commander and he also signed the letter to the Quartermaster General which stated substantially that.

Mr. LANIGAN. Do you recall the time of your conversation with him?

Colonel RIDLEHUBER. No, sir.

Mr. LANIGAN. Could you pinpoint it by a month or a season of the year?

Colonel RIDLEHUBER. I think it was from the time that we were trying to get the company back there the second year, I would think, because we had quite a conversation on getting them back to finish it.

Mr. LANIGAN. That was the early part of 1959?

Colonel RIDLEHUBER. Yes, sir.

Mr. LANIGAN. And did you tell General Denniston at any time that these additional projects had been instituted under these various—

Colonel RIDLEHUBER. They were not instituted; they were under instruction that they would be instituted, but this was not at the time I departed.

Mr. LANIGAN. Did you tell them that these purchase orders had been signed?

Colonel RIDLEHUBER. No, sir; I don't think so.

Mr. LANIGAN. You did tell them that you thought you would have to institute these other projects?

Colonel RIDLEHUBER. Correct.

Mr. HENDERSON. Colonel, the report indicates that there was pressure in other places for the construction of this airstrip. Can you tell us where that pressure came from?

Colonel RIDLEHUBER. Yes, sir. There was pressure from Continental Army Command by the commander himself, his instruction coming to us primarily from Major General Sanford. They figured it was a need for it, both in connection with the support of Log-X and the mobilization planning, from the Office of the Quartermaster General, from the Deputy Chief of Logistics. They had a representative to come down there in early 1957 and asked couldn't we get on with such a project and said that they would approve, I believe, a figure of \$17,000, as I recall, and the officer that came down was named Colonel Harvey and at that time we contemplated on going in on the site a much shorter field and putting fill in on top of the stumps and that was later thrown out and we went into the more ambitious program.

Mr. HENDERSON. Did that pressure continue after the project was turned down?

Colonel RIDLEHUBER. The project was turned down?

Mr. HENDERSON. After the project was turned down.

Colonel RIDLEHUBER. You mean the increment in MCA to support it?

Mr. HENDERSON. Yes.

Colonel RIDLEHUBER. I don't know. I don't think so, by the time I had left, unless you could possibly associate it with the changing of the drop zone to Fort Lee and reducing costs on this long haul to Camp Pickett where they were packing and hauling to convert the field to outload—unless you associate that with it, I would say there was no pressure.

Mr. HENDERSON. Now you indicated in the report that there was pressure within Camp Lee for this project. Who, other than yourself, applied that type of pressure?

Colonel RIDLEHUBER. Well, when I went there, the commanding general, Maj. Gen. Ira K. Evans, was pressuring to get something done. I can't speak for General Denniston.

Mr. HENDERSON. What form of pressure was it? What form did the pressure take?

Colonel RIDLEHUBER. Going out and looking over the site, even to the extent of having us build a grass strip behind what was in the warehousing as a do-it-yourself project in the hope we could use that as an interim, but it was later found out by the people that approved those that it was not suitable for C-23 aircraft which made it more important we get another site were the 23 could utilize it.

Mr. HENDERSON. Was any pressure placed upon you by any other individuals to create the subterfuges that have been alleged here?

Colonel RIDLEHUBER. I wouldn't say that. I would say we were working with G-3 the whole time in connection with the hangar and use of the MOBEX materials and things like that.

Mr. HENDERSON. No particular individuals?

Colonel RIDLEHUBER. No.

Chairman DAWSON. You said you were working with G-3.

Colonel RIDLEHUBER. The assistant chief of staff of training, Colonel Burr, and he had a Major Riley and three or four aviators we were working with.

Chairman DAWSON. What year was that?

Colonel RIDLEHUBER. That was 1959, May or June.

Chairman DAWSON. I have here a letter which says—

Received a call from Colonel Pennington concerning my personal letter of May 25, 1959; reference, operating facilities for the landing field. Colonel Pennington stated that he had taken this matter up with General McNamara for guidance on our future course of action. The Quartermaster General is concerned over the possible repercussions from its ceiling bid of \$25,000 for project troop which was authorized for the airfield.

This is in June 1959. He was concerned then about its exceeding it and yet you went ahead and cost these expenses up to \$500,000. At the same time he realizes that a standard Army airfield will not be constructed and that a minimum of facilities must be provided. (See exhibit 21.)

Colonel Pennington went over and talked the matter over with the aviation people at DCSOPS and they advised him that waivers would not be granted for the construction of MCA airfields. The Army is having to cut back on aviation facilities and programs to include Fort Rucker.

You knew all of these things and yet you exceeded the \$25,000 limit and used every subterfuge to go ahead with this building of it.

I informed Colonel Pennington we realized the Byrd Field will continue to be utilized in our operation for pilot training. We have an agreement with the WABS people which we believe will meet this requirement. On the other hand, the landing strip can be utilized extensively by daylight and good weather operation. He stated that both he and the Quartermaster General agreed and that General McNamara went on to say that he doubted that a standard type airfield could ever be justified for four airplanes and, furthermore, he saw no reason why an Army aircraft should not be operated on a temporary airstrip. The immediate problem is the purchase of a metal hangar building for erection by troop labor at a later date.

You knew you had to have this hangar. You knew it couldn't come within the \$25,000 limitation and yet you went on to seek means to get around it by pretending that this hangar was going to be used for another purpose when you weren't getting the hangar for that purpose.

Colonel RIDLEHUBER. We were getting it for two purposes. It turned out we used it but for one.

Chairman DAWSON. You used it for a subterfuge and you say in here that there would be immediate problems of purchase of a metal hangar building for erection by troop labor at a later date. Then you charge that this building was being built for another purpose other than a hangar. You got funds for that purpose, knowing that you were going to use it for a hangar in connection with this airstrip.

I asked Colonel Pennington to assure the Quartermaster General—

the Quartermaster General was concerned about it—

that we would not recommend anything that would put him in an embarrassing position—

showing that you had in mind at that time the knowledge that if you went through with this thing you would put him in somewhat of an

embarrassing position, but you were concerned with what excuses you could make in order to justify the thing that you were going to order, but you were going to order them in spite of regulations.

In the case of the hangar, it will be procured if the purchase is approved and P-2000 funds are available for the area detachment and not necessarily associated with the airfield.

So you wanted to give an excuse not associated with the airfield in order to get funds to finish the airfield and you knew it was going to be used for that purpose.

In the case of physical inspection by the Department of the Army representatives at some later date, it can be explained that this is a temporary building.

You wanted to go ahead and do it for the airstrip and then you make up an excuse to give in the future if they ever caught up with you and that is all you have been trying to do here today, give excuses of why you violated what you knew to be the law.

In case of a physical inspection by the Department of the Army representatives at some later date, it can be explained that this is a temporary building which would be moved to meet other storage requirements.

It can be explained. You weren't going to use it for that purpose, but you were going to use it in connection with your airstrip if and when no longer required at the airfield site—if and when. You knew it was going to be required at the airfield site, but it is only subterfuge to get around the law, the limitations that had been set up and knowingly done.

"Other facilities required, such as water \* \* \*." You knew water would be required. You knew power would be required and lights would be required. Those can be provided as resources become available as improvement on the landing field will be in existence. You bring it into existence in order to get these other things. By your own letter dated June 1, 1959, and signed by W. R. Ridlehuber, colonel, you knew these things. Now you would sit there and have us think what you wanted them to think after you tried to conceal it and after it has been discovered, and you still hold on to avoiding the responsibilities. You still won't face the truth and your fine answers are fitted to try to get you off the spot.

That is all. Thank you.

Col. Louis Shirley.

You do solemnly swear that the testimony you are about to give the subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

Colonel SHIRLEY. I do.

**TESTIMONY OF COL. LOUIS H. SHIRLEY, U.S. ARMY (RETIRED),  
FORMER DEPUTY POST COMMANDER AND DEPUTY COMMANDER,  
FORT LEE, VA.**

Chairman DAWSON. Were you at Fort Lee during the period covered by this report and what capacity did you occupy?

Colonel SHIRLEY. I was there most of the time and I was there as the deputy post commander and deputy commander.

Chairman DAWSON. Who was your immediate superior?

Colonel SHIRLEY. General Denniston.

Chairman DAWSON. Describe your duties there.

Colonel SHIRLEY. Well, I was General Denniston's deputy. The responsibility would be to do the things he wanted me to do, carry out his instructions and work with the "G" staffs, the different chiefs of staff, G-1, G-2, G-3, and G-4. I was in the management level at Fort Lee.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. Colonel Shirley, will you describe to us what your role was in conjunction with the attempted suppression of certain papers from the GAO?

Colonel SHIRLEY. Mr. Congressman, when we heard about GAO coming down, as is usual, we get the chiefs of staff in and tell them that the GAO is coming in and that they will be treated with respect and cooperated with and provided with the information that they ask for. I did not give any instruction to suppress evidence or destroy any papers.

Mr. ANDERSON. Did you make any remark to the effect about preparing the files or cleaning the files?

Colonel SHIRLEY. We told them that the files should be prepared for them and made available to them. That had no connotation or I didn't intend it to have any connotation that they should destroy any files.

Mr. ANDERSON. There is a statement on page 39 in Mr. Baras' statement that according to Lieutenant Colonel Jarrett he was instructed by you to notify either the post engineer or assistant post engineer to remove all embarrassing material from the 10-57 file before the arrival of GAO. Is that a correct statement?

Colonel SHIRLEY. That is not correct.

Mr. ANDERSON. At no time did you ever tell Lieutenant Colonel Jarrett to remove embarrassing material?

Colonel SHIRLEY. I wouldn't know that there was any embarrassing material in the files.

Mr. ANDERSON. If you don't know that after what you heard today—I assume you have been listening to these hearings. There was certainly some material that was capable of causing a good deal of embarrassment and it did embarrass a lot of people that were later reprimanded by the commanding general.

Colonel SHIRLEY. I beg your pardon; I meant at that particular time.

Mr. ANDERSON. That fact is further corroborated on page 39 by the fact that Major Swartz says that—It says that Major Swartz corroborated the fact that he received instructions from Lieutenant Colonel Jarrett to remove embarrassing materials from the file. Would I understand you then to say that if such an order was given that it was generated by Colonel Jarrett?

Colonel SHIRLEY. I wouldn't know, sir, who generated the order.

Mr. ANDERSON. Who was his immediate superior at the time?

Colonel SHIRLEY. Colonel Ridlehuber.

Colonel RIDLEHUBER. No, I wasn't.

Colonel SHIRLEY. Colonel Connor. I beg your pardon.

Mr. ANDERSON. As I recall it, Colonel Connor testified you were present at the time there was some discussion of the coming of the

GAO of the necessity of removing some embarrassing material. Do you recall being present?

Colonel SHIRLEY. Yes. When we heard the GAO was coming, we had a meeting and I am sure there were more there than indicated here because we bring in all of the G staff and advise them, including the controller, when we hold these meetings. This is done as a matter of course, and includes the Chief of Staff. Now I can't tell you what Colonel Jarrett and Colonel Swartz felt about the particular files but I certainly did not tell them to destroy anything out of the files.

Mr. ANDERSON. Not destroy, but did you tell them to remove?

Colonel SHIRLEY. I did not tell them to remove things from the files either.

Mr. ANDERSON. There is a statement on page 40 of this report that Colonel Connor told the staff of this committee that he told you that he would not be a party to the removal of any material from the files. Is that a correct statement?

Colonel SHIRLEY. I don't recall that, but he could have done that.

Mr. ANDERSON. Well, if it is possible then that he said that and could have done that, doesn't that logically infer that somebody told Colonel Connor that he was supposed to remove that material from the files?

Colonel SHIRLEY. I don't think so, sir. I don't think so.

Mr. ANDERSON. That doesn't carry that implication to you? Why would he feel it necessary to tell the committee staff that he told you that he wouldn't be a party to something if nobody told him he should do it?

Colonel SHIRLEY. I don't remember Colonel Connor telling me that he would not be a party to the destruction of any files. I wouldn't be a party to it either.

Mr. ANDERSON. In other words, you are not sure whether that conversation took place or not; is that right?

Colonel SHIRLEY. I am not familiar with this, nor do I have any recollection of it.

Chairman DAWSON. I guess they all have bad memories on those questions that would show knowledge on their part. That is the only time their memories get bad; when something comes up that would make them a party to this seeking to avoid the limitations by Congress.

Colonel SHIRLEY. I am not seeking to avoid it.

Mr. ANDERSON. You were aware of the law existing as to the limitation of the \$25,000 in 1 year, were you not?

Colonel SHIRLEY. Yes, sir.

Mr. ANDERSON. Is it a fact you were not aware this occurred until after the GAO divulged this information after their visit to the post?

Colonel SHIRLEY. That is right.

Mr. ANDERSON. Yet you were the direct person in reporting to the general as to what the G-4 was doing here at Fort Lee, weren't you?

Colonel SHIRLEY. Mr. Congressman, in the organization there are management people that have responsibility for management of certain phases of the operations at the post. That responsibility is delegated to them, the different G staffs. They have a program; they develop it and they are supposed to carry it out and they are given the latitude and authority to do that and this is the way it is operated. I could not possibly, nor did I, supervise their activities.

Mr. ANDERSON. You knew this airfield was one of the projects that were going on, didn't you?

Colonel SHIRLEY. Yes, sir.

Mr. ANDERSON. You had some very serious doubts as a matter of fact as to whether or not that could be constructed under the \$25,000 limitation, didn't you?

Colonel SHIRLEY. I had some doubts about that.

Mr. ANDERSON. Don't you think if you had doubts of that kind that being the immediate superior of Colonel Ridlehuber you would have taken some steps to find out what was going on during the progress of the construction, as to whether or not it was exceeded? Wasn't your curiosity being excited a little bit on that?

Colonel SHIRLEY. I must answer that by saying we had the confidence of Colonel Ridlehuber and the G-4 program chairman to carry out their particular program and we depended upon them to carry out that program,

Mr. ANDERSON. I note from page 42 the statement that you recalled you approved two purchase requests for materials used in this airfield shown on the record as being required for other purposes. In other words, while this was going on you knew materials for airfields were being charged to a project other than this project; is that correct?

Colonel SHIRLEY. I knew about these, but I had no indication or was I advised that it exceeded \$25,000 limitation.

Mr. ANDERSON. But you knew that materials were being used and being charged to other projects and being used on the airfield?

Colonel SHIRLEY. This I must answer yes.

Mr. ANDERSON. Coupled with the fact that originally you said you doubted whether or not the thing could be constructed for \$25,000. Shouldn't that have aroused a certain degree of suspicion as to what was going on here?

Colonel SHIRLEY. Not having the knowledge that it exceeded it, I never considered it.

Mr. ANDERSON. In other words, as you sit there now you don't feel that you were lax in any way in your capacity as the Chief of Staff for General Denniston, knowing what was going on with respect to this project?

Colonel SHIRLEY. Maybe I was. I don't know. Maybe I was.

Mr. ANDERSON. Well, I would think you would give us a somewhat franker answer, frankly, than that after looking at this record.

I have no further questions.

Chairman DAWSON. Mr. Brown?

Mr. BROWN. I am sorry I was late but we had a rule on the floor. Did you ever discuss this matter with General Denniston?

Colonel SHIRLEY. Yes, sir.

Mr. BROWN. Did he know that these things were going on?

Colonel SHIRLEY. He knew about the same facts I knew, that I indicated to you, sir.

Mr. BROWN. And did he know that you had signed these orders for the use of materials that would go to a different operation, or for a purchase other than originally designated?

Colonel SHIRLEY. As I recall, I told him that; yes, sir.

Mr. BROWN. What did he have to say about that; do you remember?

Colonel SHIRLEY. He took the same position that I did, that this was a matter which was the responsibility of the particular area and we had no reason to or we felt we had no reason to take any other action on it.

Mr. BROWN. Let me ask you this: Is it customary for men in your position, or for different divisions or departments or agencies, whatever you want to call them in the military, to use materials or charge materials for one purpose when they are designated under the law to be used for another purpose? Is that generally the way you handle business?

Colonel SHIRLEY. No, sir.

Mr. BROWN. You know what would happen if that were done with an appropriation by a business executive?

Colonel SHIRLEY. He would probably get fired.

Mr. BROWN. What else might happen to him?

Colonel SHIRLEY. Well, it all depends on what he did with the money. In this particular case, no one has got any money. Everybody thought they were doing something to protect the great interests of the Government.

Mr. BROWN. There is only one thing that does become apparent, and that is that the taxpayers don't have the money that they did have.

Colonel SHIRLEY. Sir, that hits me, too.

Mr. BROWN. What?

Colonel SHIRLEY. I am also a taxpayer.

Mr. BROWN. It has occurred to you that the taxpayers lost this money and it was taken away from them illegally?

Now when you get right down to the moral question, what is the difference between taking the taxpayer's money away from him this way, in violation of the law, and taking it away from him at the point of a gun?

Colonel SHIRLEY. I don't think anybody really wanted to violate the law. It could be they morally violated the law. Morally they probably violated the law, but I don't think there was any intention of it.

Mr. BROWN. Now, you don't think there was any intention involved in this connection when you cover up transfers of material, when you do some of these other things, when these records are taken out of the files so they can't be found to show what is being done?

Colonel SHIRLEY. Well, it is not right.

Mr. BROWN. Now you and I are grown up.

Colonel SHIRLEY. Yes, sir. It is not right to do it.

Mr. BROWN. You know it is not right.

Colonel SHIRLEY. It is not right.

Mr. BROWN. You know something was done there that is not right and you know now, since this investigation started, that it was absolutely illegal, if you didn't know it before, and in direct violation of the law?

Colonel SHIRLEY. Yes, sir.

Mr. BROWN. Let me ask you this question: We sit here as Members of the Congress, in positions that are not always easy to fill, any more than some occupied by the military officers, and we have certain responsibilities to meet. What can a Member of Congress do as to cases like this one, other than explode and perhaps demand prosecution, if

it is necessary? These activities in the military service such as have come to light here, how can the Congress go on and permit this?

Colonel SHIRLEY. It shouldn't.

Mr. BROWN. Aren't we as negligent in our duties and responsibilities, not perhaps legally, but certainly morally, as you have been, if we permit these things to go on once they are called to our attention?

Colonel SHIRLEY. Yes, sir.

Mr. BROWN. Do you people in the armed services feel when Congress passes a law and puts a limitation on expenditures that the Congress is serious and really means it?

Colonel SHIRLEY. I can only answer for myself and I think you are serious and I think you mean it.

Mr. BROWN. And that we pass a law for a purpose, and yet here are officers, some of them that have been here today I notice wear a number of distinguished service decorations, and their hashmarks show that they have been in the service a long time, and yet these things happen. To me that is a most serious thing, Mr. Chairman, for the most serious thing about all of this is not just the amount of money involved but the fact that here are men in the uniform we have been taught to respect, and in the Armed Forces of the United States, we turn over our sons and our grandsons to, who still participate in a thing like this, and then go so far as to try to cover it up by taking records out of the files, illegally sign transfers and applications, etc. One officer has testified he stated frankly to his superior he didn't want to go to the penitentiary and then finally I said to him, "Then you changed your mind and decided you would like to go to the penitentiary," but he replied, "Oh, no, but I had to choose between violating the law or suffering as a result of the 'system,'" whatever that is. What is this system they talk about, that an officer down the line has to obey, even though it is a violation of the law, some order, some desire, or if it is just an expression of a desire, of a superior officer? Have we come to that in this country, sir?

Colonel SHIRLEY. I don't think so.

Mr. BROWN. It would be a sad day, wouldn't it?

Colonel SHIRLEY. It would be a terrible day. We would be in a position that they are in in other countries if this happened here.

Mr. BROWN. Of course it happened in other countries.

Colonel SHIRLEY. That is right.

Mr. BROWN. That is the reason why the Constitution, as we mentioned before, does give the Congress control of the Armed Forces of this country, and a lot of us here, sometimes against great pressure, fought to control or to continue civilian control of the Armed Forces and the armed services just because of that particular situation, but that did happen in this case, didn't it, up the line. Who above you in this line is responsible for this situation, above Colonel Ridlehuber, I should say?

Colonel SHIRLEY. I can't answer that. I can say this was started, the airstrip was started by a major general not here now, and who developed a sense of urgency that it was required. It started at that point.

Mr. BROWN. Is he on our list of witnesses, Mr. Chairman?

Colonel SHIRLEY. No, sir.

Chairman DAWSON. What was his name?

Colonel SHIRLEY. General Evans was the one that started this.

Chairman DAWSON. What year?

Colonel SHIRLEY. 1957, I believe, is when he talked to the Engineer people and asked them to send this group of soldiers up there to build this airstrip.

Mr. BROWN. But he had nothing to do with all of these evasions of the law, did he, or didn't he?

Colonel SHIRLEY. No, sir. He has retired since then.

Mr. BROWN. I mean at that time did he arrange for evasion of the law, or discuss it with any of you officers, or suggest you do these things?

Colonel SHIRLEY. No, sir.

Mr. BROWN. He did not?

Colonel SHIRLEY. No, sir. He was gone after that.

Mr. BROWN. Did General Denniston ever suggest that these things be done or the law be evaded?

Colonel SHIRLEY. I don't think I can answer that way, Mr. Brown.

I would like to say that they had the program and it was delegated in a certain area to have the job done and it was done by that particular group.

Mr. BROWN. Well, it is one thing if the general directed the program be carried out according to law, and under the limitations fixed by law, and another if he directed or ordered that the program be carried out through evasion of law or in violation of law.

Colonel SHIRLEY. I can't say he directed it be conducted in evasion of the law. I can't say that.

Mr. BROWN. Did he have information so he knew that it would be? Did he have the information supplied to him?

Colonel SHIRLEY. He had the same information that I did. He did not have the information.

Mr. BROWN. This is a pretty sordid situation, isn't it, Colonel?

Colonel SHIRLEY. It is too bad it happened.

Mr. BROWN. If you had it to do over again, you wouldn't be a party to it, would you?

Colonel SHIRLEY. Not if I knew about it, not sir. I don't think any of us would.

Mr. BROWN. Of course you did know.

Colonel SHIRLEY. I didn't know about it until it was brought up.

Chairman DAWSON. He didn't know about it until he got caught. Then the job was to get out of it, if they could.

Mr. ANDERSON. Mr. Chairman, I would like to call—will the gentleman yield?

Mr. BROWN. I certainly will.

Mr. ANDERSON. I would like to call the witness' attention to the fact that his signature appears on an individual project estimate dated September 17, 1957, which states that the funded cost of this project would be \$37,009 and that was for construction of a flexible pavement landing strip 75 by 1,500 feet. Then on the 1st of November, 1957, which would be what—about 6 weeks later—his signature appears at the bottom of an individual project estimate which calls for the construction of a flexible pavement landing strip 75 by 2,500 feet. In other words, it had been lengthened a thousand feet and at this time the funded cost is shown as \$24,948. That is pretty strange, isn't it,

for the funded cost to go down by \$13,000 while you are increasing the length of the runway by a thousand feet and yet you signed both of those.

Colonel SHIRLEY. Yes, I did and—

Mr. ANDERSON. Wouldn't it appear strange that 6 weeks before that it cost \$37,000 to build a 1,500-foot runway and 6 weeks later you are ready to certify that it can be done for less than \$25,000, even though it is a thousand feet longer?

Colonel SHIRLEY. These are the facts that were given to me by the people who developed the form.

Mr. ANDERSON. Sure they were and they were given to you and you signed the estimate; you certified that it was correct information.

Colonel SHIRLEY. Yes, sir.

Mr. ANDERSON. You approved it.

Colonel SHIRLEY. I—

Mr. ANDERSON. Then don't try to tell this committee you didn't know what was going on here.

Colonel SHIRLEY. I am sorry if I gave you that impression. I knew about that.

Mr. BROWN. You don't sign these things unless you know what is in them, do you?

Colonel SHIRLEY. When these projects originally come down and are forwarded, I assume the statements therein are correct and I sign them.

Mr. BROWN. You mean you never check back; you just sign something somebody brings to you?

Colonel SHIRLEY. I don't always, but I did on this one.

Mr. BROWN. I have some blank checks in my office. Would you sign those for me? Would you do that if somebody brought in some blank checks?

Colonel SHIRLEY. No, I wouldn't do that.

Mr. BROWN. Especially on your own bank.

Colonel SHIRLEY. No, I wouldn't do that.

Mr. BROWN. Well, you would sign these things which are on the Government bank.

Colonel SHIRLEY. You could say that is the same thing, but at that time I didn't consider it the same. I considered I was carrying out my responsibilities for the deputy post commander.

Mr. BROWN. You mean you sign anything that is brought to you? Is that your responsibility as an officer? Is that the system they talk about? That you have the responsibility to sign anything an officer brings to you because somebody up above wants it?

Colonel SHIRLEY. It might appear that might be the case, but that isn't true. In this particular case I had the confidence of the people.

Mr. BROWN. You know years and years ago, and most of my colleagues won't believe this, I was educated, or took a postgraduate course, in criminal law and I used to read a lot of cases as to how many people were hung on evidence that was even more circumstantial than this, and they are still dead, you know. They were convicted. You know, really, Colonel, and I hope you forgive me, Mr. Chairman, if I harp back to it, I am actually saddened by the things that have come to light in this case.

Chairman DAWSON. I am, too.

Mr. BROWN. That is all.

Chairman DAWSON. Mr. Lanigan?

Mr. LANIGAN. You stated that you did approve the miscoding of two purchase requests, but at that time you didn't know that the \$25,000 limitation had been exceeded. That was your testimony.

Colonel SHIRLEY. I testified I approved two, yes, sir.

Mr. LANIGAN. Isn't it a fact that even though the \$25,000 limitation had not been exceeded that if a purchase request is charged to other projects that would ostensibly leave more than the \$25,000 to be available.

Colonel SHIRLEY. Again I must say I depended upon the people who prepared these projects and brought them down to me for signature.

Mr. LANIGAN. I just don't quite understand that. You mean if they come down and tell you that these are not properly coded, you sign it because they say that is OK?

Colonel SHIRLEY. I don't believe I was told they were properly coded, improperly coded, rather. Secondly, I wasn't familiar with the codes and this is something that would be in the category of a manager's area.

Mr. LANIGAN. As I recall, you testified that you told General Deniston material was being coded for one purpose and used in the airfield.

Colonel SHIRLEY. I don't think I told them they were being coded.

Mr. LANIGAN. Well, they were being charged to other projects; is that it?

Colonel SHIRLEY. I believe I told you that, yes, sir.

Mr. LANIGAN. So I may have used the word "coding" wrong, but then if purchases are charged to other projects, that would leave more of the initial \$25,000 available.

Colonel SHIRLEY. It would, yes, sir.

Chairman DAWSON. It is \$586,000 for this airfield that is supposed to be gotten out of the \$25,000 limit and—

Mr. BROWN. It is not completed yet.

Chairman DAWSON. It is not completed yet, but he sees nothing wrong in signing vouchers and so forth authorizing an expenditure of \$500,000 where the law limits him in circumstances like this to \$25,000.

Colonel SHIRLEY. We didn't understand it that way. These were training funds used to build the greatest portion of this airfield.

Chairman DAWSON. It was not supposed to be used for that purpose. You were supposed to stay in the \$25,000 limit. The engineer would not have approved it if he had known it.

Colonel SHIRLEY. We certainly misunderstood this, that you would have to charge the troop labor, which is what would be indicated here on this engineer company that developed this fine airstrip down there as part of this funded cost. This we certainly didn't think and I would like to just add this, that this was their Army training and they took their Army training tests on it to show that this organization, which, I believe, was the extract unit and should be ready to go to combat, came out and built an airstrip because this was their first opportunity to do something like that, so actually what we have here is an airstrip built by troops whose job it is to do it in wartime.

Chairman DAWSON. That cost how much?

Colonel SHIRLEY. I take your figures, sir—\$586,000.

Chairman DAWSON. That is supposed to have been kept within the \$25,000 limitation.

Colonel SHIRLEY. We didn't know that, sir.

Chairman DAWSON. Who didn't know that?

Colonel SHIRLEY. I didn't and I am sure Colonel—

Chairman DAWSON. Why would you sign letters in your position then—just because somebody handed them to you? You are supposed to know what is contained in the letter and what they are for. You are superior to the people who wrote the letters; else they would not have sent them to you for your signature.

Colonel SHIRLEY. I am the approving authority.

Chairman DAWSON. Are you a rubber stamp?

Colonel SHIRLEY. I hope not.

Chairman DAWSON. You do not appreciate the responsibilities of an approving officer, approving authority?

Colonel SHIRLEY. Yes, sir, I do, very much, sir.

Mr. LANIGAN. Did you see the memorandum in which the project was approved, the memorandum of November 27, 1957?

Colonel SHIRLEY. The one read by the chairman?

Mr. LANIGAN. No, the one which I read and which the project was approved as a troop training project at a total estimated cost of \$141,000 and total expenditure of O. & M. funds not to exceed \$24,948 for supplies and indirect cost. This was the memorandum which approved your project estimate.

Colonel SHIRLEY. I don't remember seeing it.

Mr. LANIGAN. Could I show him that? That is exhibit 4.

Colonel SHIRLEY. I don't remember seeing this. I think it would have gone direct to G-4. It wouldn't have come through my office.

Mr. LANIGAN. Your testimony is that you were not aware of the limitations that appear in that memorandum?

Colonel SHIRLEY. I was rather surprised when I heard about them. I learned of them later on though, quite a bit later on, when there was some discussion with respect to waivers that were supposed to be obtained or acquired.

Mr. LANIGAN. Now you found out that waivers were not going to be given on or about the 19th of February 1959 as a result of phone conversations with Washington?

Colonel SHIRLEY. I don't believe I had any phone conversations with Washington on that.

Mr. LANIGAN. You didn't speak to Colonel Pennington?

Colonel SHIRLEY. About waivers?

Mr. LANIGAN. And at that time did he discuss the use of additional funds on the airstrip?

Colonel SHIRLEY. Is that the \$18,000?

Mr. LANIGAN. Yes, sir.

Colonel SHIRLEY. Yes, sir, I remember that letter, that memorandum.

Mr. LANIGAN. Could you tell us what the circumstances are surrounding that?

Colonel SHIRLEY. We heard that the troops were not going to come back and finish the airstrip. It was discussed with General Denniston and General Denniston wrote a letter or a note to Office of Quarter-

master General and Colonel Pennington called back and gave me this information that you have in the memorandum there, a memorandum for the record.

Mr. LANIGAN. And you were not aware that on the same day that Mr. Olewiler had informed Colonel Ridlehuber that the waivers would not be granted?

Colonel SHIRLEY. No, I am sure I don't remember that.

Mr. LANIGAN. Well, you have no recollection at all of any discussion of waivers at that time?

Colonel SHIRLEY. No, sir.

Mr. LANIGAN. That is all.

Mr. HENDERSON. No questions.

Chairman DAWSON. Colonel, I just want to read from this statement that you have in front of you, page 48.

Lieutenant Colonel Pylant stated that at a conference with General Denniston and Colonel Shirley at the time he took over as post engineer, he was told that he was filling a big man's shoes and that "Bill Jarrett was the best post engineer they had ever had because he did what he was told."

Is that what you do, also?

Colonel SHIRLEY. Do what I am told? Many times, yes, sir.

Chairman DAWSON. Whether it is right or wrong?

Colonel SHIRLEY. Sometimes you don't have any choice in the position you are in.

Mr. BROWN. Why?

Colonel SHIRLEY. I don't know why.

Mr. BROWN. That is the big question here. Why is it you don't have a choice? Is it this thing they call the system?

Colonel SHIRLEY. I don't know, sir.

Mr. BROWN. Now, you have had a distinguished career in the military service. You are not afraid to answer that question, are you?

Colonel SHIRLEY. I can't answer it.

Mr. BROWN. You can't answer it?

Chairman DAWSON. He has to do as he is told. If he is told not to answer, he can't answer.

Mr. BROWN. Has anybody ever threatened you?

Colonel SHIRLEY. No, sir. No, sir.

Mr. BROWN. Has anybody ever advised you as to what might be good or bad for you?

Colonel SHIRLEY. No, sir, not at all.

Mr. BROWN. Helpful or harmful, or anything like that?

Colonel SHIRLEY. No, sir.

Mr. BROWN. Why can't you answer that?

Colonel SHIRLEY. There are many instances—I can't answer the question because it didn't happen in this particular case and it wasn't asked in this particular case.

Mr. BROWN. That wasn't the reason why I asked "why".

Colonel SHIRLEY. Sometimes you are directed to do certain things and you have to do that.

Mr. BROWN. Why do you have to do them? Do you have to do them regardless of whether they are right or wrong?

Colonel SHIRLEY. Well, if someone is in charge and he tells you to do something and you don't want to do it and you are directed to do

it, you will do it. You will do it because that is where it is, but this did not happen in this case.

Mr. BROWN. Maybe I better put this so-called military system into effect down at my office, Mr. Chairman. I don't always have things done down there the way I would like to have them done. There is no law violation either.

That is all I have.

Mr. LANIGAN. You were the chief of staff; is that right?

Colonel SHIRLEY. No, sir.

Mr. LANIGAN. Who was the chief of staff designated T-8000?

Colonel SHIRLEY. Could I ask you the date?

Mr. LANIGAN. February 19, 1959.

Colonel SHIRLEY. Jack Edgar. Colonel Edgar.

Mr. LANIGAN. He was at Fort Lee at that time?

Colonel SHIRLEY. Yes, sir.

Mr. LANIGAN. That is all.

Chairman DAWSON. Thank you very much, sir.

This concludes our testimony for today. We will adjourn this now to meet next Tuesday morning at 10 o'clock.

(Whereupon, at 3:25 p.m., the subcommittee adjourned, to reconvene at 10 a.m. Tuesday, March 20, 1962.)

## ILLEGAL ACTIONS IN THE CONSTRUCTION OF THE AIRFIELD AT FORT LEE, VA.

TUESDAY, MARCH 20, 1962

HOUSE OF REPRESENTATIVES,  
SUBCOMMITTEE ON EXECUTIVE AND  
LEGISLATIVE REORGANIZATION  
OF THE COMMITTEE ON GOVERNMENT OPERATIONS,  
*Washington, D.C.*

The subcommittee met, pursuant to notice, at 10 o'clock a.m., in room 1501-B, New House Office Building, Hon. William L. Dawson (chairman) presiding.

Present: Representatives William L. Dawson (chairman), Neal Smith, and John B. Anderson.

Also present: Elmer W. Henderson, counsel; Arthur Perlman, professional staff member; James A. Lanigan, general counsel, Government Operations Committee; Miles Q. Romney, associate general counsel, Government Operations Committee; and John P. Carlson, minority counsel, Government Operations Committee.

Chairman DAWSON. The hearing will come to order.

Mr. Jarrett is the first witness this morning. He has called and he is on his way. We expect him any moment.

Is Mr. MacDonald here?

Mr. MACDONALD. Yes, sir.

Chairman DAWSON. It had been our plan to call Lieutenant Colonel Jarrett first, because he has been ill and we thought we would extend him every courtesy we could and not hold him here any longer than necessary. But he seems to be late, so we will call you, and if necessary, you would not mind if we substituted him for you?

Mr. MACDONALD. No.

Chairman DAWSON. Would you take the oath?

Do you solemnly swear that the testimony you are about to give to the subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MACDONALD. I do.

### TESTIMONY OF ROBERT G. MacDONALD, CHIEF, FACILITIES BRANCH, QUARTERMASTER GENERAL'S OFFICE

Chairman DAWSON. Will you identify yourself, giving your name, your rank, and your present post of duty?

Mr. MACDONALD. Robert G. MacDonald, Supervisory General Engineer, GS-14. I have been Chief of the Facilities Branch in the Quartermaster General's Office since May of 1959.

Chairman DAWSON. What are your duties, sir?

Mr. MACDONALD. As Chief of the Facilities Branch—the branch has four main functions, construction, real estate, communications and repairs and utilities which is maintenance of the Quartermaster installations.

Chairman DAWSON. You said real estate. Would you have anything to do with the selection of a site for an airport at the camp where you were stationed?

Mr. MACDONALD. No, sir. The site selection is a Corps of Engineers responsibility.

Chairman DAWSON. You have gone over the testimony, have you?

Mr. MACDONALD. Previous? No, sir.

Chairman DAWSON. Have you read the testimony of the witness for the General Accounting Office?

Mr. MACDONALD. Of this subcommittee? No, sir.

Chairman DAWSON. Will you tell us what you know about that airstrip?

Mr. MACDONALD. In 1957, in September of 1957, Fort Lee submitted a project to construct an interim airstrip at Fort Lee. The estimate was, as I recall, \$38,000 or \$39,000 of funded cost, and \$150,000 or so of unfunded cost. I cannot remember what happened after that except that Fort Lee was evidently informed that this was beyond the \$25,000 limitation for construction, using operation and maintenance Army funds.

Chairman DAWSON. You said an interim airstrip. What do you mean by "interim airstrip"?

Mr. MACDONALD. As I recall this was to be an interim airstrip prior to the start—it could be used to expand to a permanent airstrip in the military construction program. That was my understanding. I was not in on the military construction program at that time. But I believe that was the understanding.

As I recall in November of 1957 the project came in, slightly less than \$25,000 of funded cost and about \$116,000 more, to make \$141,000 of unfunded costs.

Chairman DAWSON. Would you explain to us the distinction between the two?

Mr. MACDONALD. Funded cost is out-of-pocket operation and maintenance cost. Unfunded cost was defined, as I recall, at that time as military troop movement, materials used by the military troops, table of operations equipment that the unit had, and I think the petroleum products that supported the equipment. And I believe at that time it also included the per diem and transportation of the troops.

The project was sent to the Chief of Engineers for review and approval, since it exceeded \$25,000, which was the Quartermaster General's approval authority at that time for this type of construction, or at any time, in fact.

The Quartermaster General did not do a double review. Therefore, having been sent to the Chief of Engineers for engineering and technical review and approval, it was sent back to us and we reiterated the approval of the Chief of Engineers.

Chairman DAWSON. Do you recall who was the Chief of Engineers at that time?

Mr. MACDONALD. It could have been Lieutenant General Sturgis, but I am not absolutely positive. I am not sure when he left and

when the new man came in. The project was sent back to Fort Lee for accomplishment.

Chairman DAWSON. What were your duties? In what capacity did you serve at that time?

Mr. MACDONALD. At that time I was Chief of the Repairs and Utilities Section in the Facilities Branch, one of the sections of the Facilities Branch, until May of 1959. Then I took over as Chief of Facilities Branch.

The way we were forced to operate, with a skeleton staff, once we sent a project out approved we assumed unless we heard anything adverse that the project was being accomplished properly. We had no audit team, no one to check records of Fort Lee. And we were told the project was progressing satisfactorily.

Chairman DAWSON. By whom were you told?

Mr. MACDONALD. I presume I must name names?

Chairman DAWSON. Surely.

Mr. MACDONALD. I might say that many times during the course of the construction of the project, both in writing and verbally, oh, maybe every 2 or 3 weeks, my assistant and I checked on the status of the project and the expenditure of funds. That was done with Colonel Ridlehuber and Lieutenant Colonel Jarrett. Each time I was told in no uncertain terms that the \$25,000 limitation was not and would not be exceeded.

Chairman DAWSON. Do you recall who told you that?

Mr. MACDONALD. Yes, I mentioned the two, Colonel Ridlehuber and Lieutenant Colonel Jarrett.

Until December of 1959, when I heard of the GAO report, I presumed that the project had not exceeded \$25,000, and the report of that audit was the first I, or as far as I knew anyone at the Quartermaster General's Office, knew about it. And I so reported it to my Division Chief.

Chairman DAWSON. Who is your Division Chief?

Mr. MACDONALD. Colonel Pennington. I reported it in writing, by the way. I believe the committee has a copy of the report I made.

Mr. LANIGAN. We have that, sir. It will be introduced as exhibit 43.

(Exhibit 43—Memorandum from Robert G. MacDonald, supervisory general engineer, Quartermaster General's Office, with a message from Fort Lee outlining the results of the recent General Accounting Office inspection of construction, December 11, 1959, appears in the appendix on p. 339.)

Chairman DAWSON. When did you first learn that the limitation had been exceeded?

Mr. MACDONALD. On December 11, 1959.

Chairman DAWSON. Was that before or after the GAO had been in?

Mr. MACDONALD. It was either after or as they were concluding. I am not sure.

Chairman DAWSON. If everything was all right, and you were going according to what you considered to be orders, why did you fear the GAO investigation?

Mr. MACDONALD. Why did I what, sir?

Chairman DAWSON. Why did you fear the GAO investigation?

Mr. MACDONALD. Why did I tell about it?

Chairman DAWSON. Why did you fear it? If everything had been proceeding according to plan and was above board?

Mr. MACDONALD. I did not fear it, sir. I was merely reporting it. This was the first that the Quartermaster General's Office had known about it.

Chairman DAWSON. But the Quartermaster General's Office knew about this after you, didn't it?

Mr. MACDONALD. The Quartermaster General's Office knew the air-strip was being constructed, yes, sir.

Chairman DAWSON. Did you provide anything for the airfield at all?

Mr. MACDONALD. Did I provide anything for it?

Chairman DAWSON. Did your duties cause you to look into their operations, or supervise it, or—

Mr. MACDONALD. No, sir, not after the project had been approved. No, sir.

Chairman DAWSON. Who approved it?

Mr. MACDONALD. The Chief of Engineers approved it, sir. We passed the approval on.

Chairman DAWSON. And who was the Chief of Engineers at that time?

Mr. MACDONALD. As I say, I believe it was Lieutenant General Sturgis, but I am not sure.

Chairman DAWSON. Why aren't you sure?

Mr. MACDONALD. Because most of the approvals we receive are done by staff elements of his Office, and we very seldom ever come in contact or even write to the Chief of Engineers.

Chairman DAWSON. If it comes out of his Office, he is supposed to know about it, isn't he?

Mr. MACDONALD. I would assume someone would have told him, unless—

Chairman DAWSON. You do not think that men under him would do things in his department without telling him, do you?

Mr. MACDONALD. It is possible that certain routine things might be approved by staff elements.

Chairman DAWSON. Is it routine to exceed the limit set by Congress upon a project?

Mr. MACDONALD. It is not routine to exceed it, sir, but it was routine at that time because it was not to exceed it at that time. It was not to exceed it. And it was so stated, that it could not exceed it.

Chairman DAWSON. It could not exceed it, but it did, with a shifting of funds from one place to another. You do not know anything about that, do you?

Mr. MACDONALD. I must say, sir, I do not. I do now, but I did not at the time, no, sir.

Chairman DAWSON. Who should have known about it in your judgment?

Mr. MACDONALD. Well, I believe that would be a pure opinion. There are people that leave—I do not believe I could say.

Chairman DAWSON. Certainly around a camp someone is responsible for everything that goes on. And in the building of that air-strip, someone was responsible for exceeding the law, going beyond the limit set by the law.

Now, who would that be, in your judgment?

Mr. MACDONALD. Well, there I must name names again.

Chairman DAWSON. Well, certainly, name names. You have nothing to hide. A man is given a name at birth—

Mr. MACDONALD. Colonel Ridlehuber, sir.

Chairman DAWSON. Always we get back to Colonel Ridlehuber. What was his position at that time?

Mr. MACDONALD. Assistant Chief of Staff, G-4, Fort Lee.

Chairman DAWSON. Connected with the Engineers?

Mr. MACDONALD. Sir?

Chairman DAWSON. Was he connected with the Engineers?

Mr. MACDONALD. No, sir; he was with the Quartermaster's Office.

Chairman DAWSON. And the Engineers were charged, in your judgment, with the responsibility for building this airstrip?

Mr. MACDONALD. No, sir.

Chairman DAWSON. Well, who was charged with the responsibility?

Mr. MACDONALD. The project was approved by the Chief of Engineers, approved by us, and responsibility passed to Fort Lee to construct the airstrip.

Chairman DAWSON. Were you at Fort Lee?

Mr. MACDONALD. No, sir.

Chairman DAWSON. Where were you stationed at that time?

Mr. MACDONALD. I was up here in the Quartermaster General's Office in Washington.

Chairman DAWSON. And at no time were you at Fort Lee?

Mr. MACDONALD. I was not at Fort Lee any time during the construction of the airstrip, no sir.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. What is your background, Mr. MacDonald? I mean, are you an engineer, or—

Mr. MACDONALD. I am a graduate engineer and a registered civil engineer in the State of California.

Mr. ANDERSON. I see. How long have you been a civilian employee of the Department of the Army?

Mr. MACDONALD. Nearly 10 years.

Mr. ANDERSON. That would date back to about 1952?

Mr. MACDONALD. August of 1952.

Mr. ANDERSON. Right. During that entire time have you been in this particular branch of the Army, that is, the Quartermaster General?

Mr. MACDONALD. In various positions; yes, sir.

Mr. ANDERSON. And just very briefly again would you tell me what your title was during the time this airfield was constructed? You were the Chief of the Facilities Branch?

Mr. MACDONALD. Until May of 1959 I was Chief of the Repairs and Utilities Section in the Facilities Branch.

Mr. ANDERSON. Chief of the Repairs and—

Mr. MACDONALD (continuing). And Utilities Section of the Facilities Branch. In May of 1959 I was made Chief of the Facilities Branch.

Mr. ANDERSON. In May of 1959. And what was your mission in general, how would you describe the kind of work that you were

supposed to accomplish in that position, what were your general responsibilities?

Mr. MACDONALD. We were the engineers for the Quartermaster General's Office and we reviewed projects from an engineering standpoint within our approval authority.

Mr. ANDERSON. And your approval authority did not exceed \$25,000?

Mr. MACDONALD. That is correct.

Mr. ANDERSON. And since this project represented the total cost funded and unfunded of \$141,000, you had to send that out?

Mr. MACDONALD. It was beyond our approval authority, and we did not do a double review on projects then.

Mr. ANDERSON. What do you mean by double review?

Mr. MACDONALD. Well, an engineering review of a project takes quite a while.

Mr. ANDERSON. You go into the plans and specifications?

Mr. MACDONALD. Plans and specifications for safety, fire prevention, structural. And if that is done by one office, Chief of Engineers, we never did it ourselves, too.

Mr. ANDERSON. You used one expression when you were being interrogated by the chairman a few minutes ago, that once this project, this particular project, had been approved by the Office of the Chief of Engineers, that you reiterated that approval when it came back to you. Just what did you mean by reiterating approval, or what did that involve? Was that just perfunctory or what?

Mr. MACDONALD. In this case it was purely administrative and perfunctory. We practically copied the approval of the Chief of Engineers.

Mr. ANDERSON. In other words, it comes back to you and you just initial it and buck it on to someone else? Is that about the extent of it?

Mr. MACDONALD. That is correct, when it was beyond our approval.

Mr. ANDERSON. Now, then, as this project continued, what was the nature of your duties, or under your table of organization there in the Facilities Branch, what relationship were you supposed to bear to this particular project? Did you have supervisory authority, could you say that this should be done or that should be done, or just what did you have to do or say about it?

Mr. MACDONALD. We could. However, in executing a project we were forced by our staff, and the policy was given to us when we took over the function in 1955, that unless we heard anything differently, we were to assume that all projects were progressing satisfactorily. If they had questions they came in and asked us for help.

Mr. ANDERSON. Other than that you would have nothing to do with the project?

Mr. MACDONALD. No, sir. Our prime mission was to get them approved, get them to the field for execution.

Mr. ANDERSON. Well, if your approval authority did not exceed \$25,000, and when something comes back to the Chief of Engineers you merely, in a routine perfunctory fashion, give it your approval, and then sit and do not do anything unless someone bears back tidings, that does not leave you an awful lot to do, it seems to me. Or maybe I am missing the point.

Mr. MACDONALD. It leaves us a great deal to do, sir, in planning, performing engineering and technical reviews. We have more than enough to do.

Mr. ANDERSON. On this type of project?

Mr. MACDONALD. On all projects.

Mr. ANDERSON. So in other words, you were charged then with the responsibility for the planning and execution of this particular project, this airfield?

Mr. MACDONALD. Yes, sir.

Mr. ANDERSON. So it was something more, in other words, than just turning it over to the people at Fort Lee and then assuming that everything was proceeding nicely unless you heard to the contrary? You did have some concrete affirmative authority to proceed with the planning of it?

Mr. MACDONALD. The plans had already been developed, and we must presume that the officers will carry it through according to the plans.

Mr. ANDERSON. Did you have any part in developing the plans?

Mr. MACDONALD. I believe in this case the plans were developed at Fort Lee as is most of the cases.

Mr. ANDERSON. Well, I still do not see what you had to do with it. I mean, you did not develop the plans, you did not approve them except in a perfunctory sense, when they went back you had nothing to do with the execution. You merely waited and sat by and did not do anything unless you heard that something was going wrong. So where was your responsibility with respect to this? That is what I am trying to get, other than just this rather negative responsibility of being on the alert in case you heard something was not going correctly. Other than that what did you have to do with respect to this airfield?

Mr. MACDONALD. With projects beyond our approval authority, sir, we frankly had very little.

Mr. ANDERSON. Did you get interim reports while construction was going on?

Mr. MACDONALD. Yes; we did.

Mr. ANDERSON. Was there any responsibility—

Mr. MACDONALD. Yes; we get interim reports. The reports showed it was within limits.

Mr. ANDERSON. The reports that you received indicated that everything was proceeding satisfactorily and within the funded limit of \$25,000, is that right?

Mr. MACDONALD. Yes.<sup>1</sup>

Mr. ANDERSON. Who submitted those reports to you?

Mr. MACDONALD. Fort Lee.

<sup>1</sup> Subsequently, Mr. MacDonald advised the committee that his statement was based on memory and on the current project reporting requirement, which delineates between funded and total costs expended. However, his review of the reports received from Feb. 28, 1958, through July 31, 1958, refreshed his recollection that these reports actually had required only the total amount expended and had not required the funded costs to be shown separately. A revised Army Regulation, 420-21, dated Aug. 14, 1958, changed reporting requirements for this type of project. The changes included not only the requirement for showing funded costs separately from total costs but a requirement for quarterly, rather than monthly, reports and then only in the quarter the project was started. Therefore, the airfield project was not reported after the July 31, 1958, report. (This information received telephonically from Mr. MacDonald on Mar. 21, 1962.)

Mr. ANDERSON. And who would sign those reports? Who would make them out and sign them?

Mr. MACDONALD. It was probably made out and signed by the post engineer's office unless it was in the accounting office. I cannot say for sure.

Mr. ANDERSON. Did you ever make an on-the-spot physical inspection of this construction, how it was going on between May of 1958 and the date it was completed?

Mr. MACDONALD. No, sir; we did not.

Mr. ANDERSON. Until it was suspended in 1959?

Mr. MACDONALD. No, sir.

Mr. ANDERSON. Would that normally have been a part of your duties, to go about inspecting these things while they were in progress, or not?

Mr. MACDONALD. If it were possible to do so. But we did not have the staff to do so. We relied on the chief of engineers to help us in our inspections. They did to a limited amount. I am not sure whether they ever went down there or not.

Mr. ANDERSON. Other than Fort Lee, what other camps would lie within your jurisdiction?

Mr. MACDONALD. At that time there were 18 quartermaster installations throughout the country at general depots; we had 2 quartermaster depots at the time which were in Philadelphia, a quartermaster research and engineering plant at Natick, 2 administration centers out in Alameda—Chicago. There were about 18 at the time. I think it is down to 14 now.

Mr. ANDERSON. As I understand it, your testimony, Mr. MacDonalD, this project originally came to your attention on or about the 1st of November 1957, when you saw the original—what do they call it—DA 5-25 form, when it came through your office, is that right?

Mr. MACDONALD. Yes, sir. Yes, sir.

Mr. ANDERSON. Did it occur to you at that time that this was a rather modest sum, \$25,000, or less than \$25,000, as being representative of the total funded cost of constructing an airstrip? In other words, did you have any reservations at that time about the ability to accomplish this project within the statutory limit?

Mr. MACDONALD. No, sir.

Mr. ANDERSON. It did not occur to you that might be a rather minimal figure?

Mr. MACDONALD. No, sir.

Mr. ANDERSON. Had you had any previous experience along these lines? I mean, had other posts been constructing airstrips? Did you have any yardstick, in other words, to go by?

Mr. MACDONALD. No.

Mr. ANDERSON. This was something new as far as you were concerned?

Mr. MACDONALD. Yes, it was.

Mr. ANDERSON. And inasmuch as the funded cost, the total cost, funded and unfunded, was in excess of \$25,000, you really did not examine into it at all, is that what I understand you to say?

Mr. MACDONALD. Yes.

Mr. ANDERSON. You just sort of bucked it on up to the engineers and that was it?

Mr. MACDONALD. That is so.

Mr. ANDERSON. Then, during the course of construction, did you begin to have some doubts as to whether or not the project could be accomplished within the statutory limit?

Mr. MACDONALD. I did not have any doubts, but being so close I have already said that I asked, particularly my assistant and I, every few weeks, to ascertain how it was coming and that the cost would stay within the \$25,000.

Mr. ANDERSON. In other words, you were concerned about this?

Mr. MACDONALD. I was concerned, but I was not in doubt, sir.

Mr. ANDERSON. Counsel has just furnished me, Mr. MacDonald, with a memorandum of a telephone conversation between Colonel Weisemann and Colonel Pennington of the Installations Division of the Office of the Quartermaster General and Colonel Ridlehuber, a conversation that took place on April 7, 1959. Wait a minute, do you have the right date? I am sorry, on the 25th of May 1959, memorandum of a conversation between Colonel Ridlehuber and you, Mr. MacDonald, of the Installations Division of the Office of the Quartermaster General. This memorandum says:

Mr. MacDonald is worried about exceeding \$25,000 on the funded part. Colonel Ridlehuber said that as this would be an improvement it would be an entirely new project.

I probably should have read the preceding paragraph which would indicate that what we are talking about here, I think, is the hangar building that was going to be constructed.

Mr. MacDonald is worried about exceeding \$25,000 on the funded part of it. Colonel Ridlehuber said that as this would be an improvement it would be an entirely new project. Mr. MacDonald said it is our part of the airfield, that is what bothers him.

(Exhibit 19—Memorandum of telephone conversation between Col. Walter R. Ridlehuber and Robert G. MacDonald, May 25, 1959, appears in the appendix on p. 296.)

Mr. ANDERSON. Do you recall that particular instance?

Mr. MACDONALD. Yes, sir.

Mr. ANDERSON. In other words, would this be about the first time that you were concerned about the statutory limit being exceeded, when the business of the hangar came up, construction of the hangar, or did it antedate that?

Mr. MACDONALD. It preceded that. We checked on it, as I recall, from April of 1958, when we received a teletype (exhibit 44) that they understood the \$25,000 could not be exceeded, until, as I recall, the middle of 1959, when it was completed.

(Exhibit 44—Telegram from the Quartermaster General, Department of the Army, to the commanding general, Quartermaster Training Command, Fort Lee, Va., April 8, 1958, appears in the appendix on p. 344.)

Mr. ANDERSON. Go back to April. Did you say April of 1958?

Mr. MACDONALD. As I recall it was April of 1958.

Mr. ANDERSON. Who did you get this message from?

Mr. MACDONALD. Fort Lee.

Mr. ANDERSON. And from whom at Fort Lee?

Mr. MACDONALD. I cannot tell you the originator. It must have been in the G-4 office.

Mr. ANDERSON. That would be Colonel Ridlehuber's office?

Mr. MACDONALD. Yes, sir.

Mr. ANDERSON. They informed you that \$25,000 could not be exceeded for this project?

Mr. MACDONALD. There is a copy coming to the committee, I believe, unless they already have it. But you did state, as I recall, that Fort Lee understands that the \$25,000 funded cost cannot be exceeded.

Mr. ANDERSON. And this was in May of 1958?

Mr. MACDONALD. April or May of 1958.

Mr. ANDERSON. And this was about the time it was really getting started, wasn't it? I mean, the first troops were arriving, as I recall it, in the spring of 1958?

Mr. MACDONALD. I believe so.

Mr. ANDERSON. To begin the initial work on the project.

Well, in other words, from that time on you were aware of the limitation, I assume—

Mr. MACDONALD. I was certainly aware of the limitation; yes, sir.

Mr. ANDERSON. Did you make any special efforts from that time on to see that it was not exceeded, or do you feel that that was not your job, or that it was outside of your jurisdiction to do that?

Mr. MACDONALD. I certainly felt it was part of my job, and I tried to be a watchdog on it as far as I could. When I was told by officers in the U.S. Army that they knew it could not be, and it would not be, exceeded—I must take their word for it.

Mr. ANDERSON. In other words, you did not feel that it was within your position as a civilian employee of the Army, in this particular capacity, to challenge the word of men like Colonel Ridlehuber when they told you it was going to be done for less than \$25,000?

Mr. MACDONALD. I do not believe I was in a position to challenge it. I talked it over with my Division Chief and we both agreed that we should take their word for what they said.

Mr. ANDERSON. This was Colonel Pennington at that time, your Division Chief, is that right?

Mr. MACDONALD. I believe it was, yes.

Mr. ANDERSON. When you say you talked it over with him, that to me indicates you had some reservations about what they were telling you?

Mr. MACDONALD. Sir, I did not have any reservations, but I wanted to make sure that everybody understood that there was a limitation, it could not be exceeded, and that everybody knew so.

Mr. ANDERSON. Mr. Chairman, I have a long-distance call that I have been rather anxious to get. Would counsel proceed with the questioning for just a minute?

Chairman DAWSON. Surely.

Mr. LANIGAN. Did you make any memorandums of your telephone conversations with people at Fort Lee in which the subject of the limitation was discussed?

Mr. MACDONALD. No, I did not.

Mr. LANIGAN. At what time did you express your concern to Colonel Pennington? Can you give us any idea of the date?

Mr. MACDONALD. Well, I remember we had a discussion in, I believe it was, May of 1959. In fact it was about the time—I remember one particular discussion, and there may have been others, but one particu-

lar discussion right about the same time as this memorandum in the record here.

Mr. LANIGAN. What did you tell him at that time?

Mr. MACDONALD. I told him of my conversation with Colonel Ridlehuber and that—I do not remember exactly, but I assured him we were informed that the project would not exceed \$25,000 limitation.

Mr. LANIGAN. On the 2d of June 1959, Colonel Pennington wrote a letter to Colonel Ridlehuber, which is exhibit 22 in the record, in which he said:

I understand you are about up to the legal limit now so it does not appear possible to accomplish PR 16-60 for electricity \* \* \* nor PR 18-60 for temporary control tower from O. & M. fund in fiscal year 1960.

(Exhibit 22—Letter from Col. James C. Pennington, Installations Division, to Col. W. R. Ridlehuber, June 2, 1959, appears in the appendix on p. 302.)

Mr. LANIGAN. Did you give Colonel Pennington the information upon which he based that statement?

Mr. MACDONALD. I cannot remember whether I gave it to him that particular time or not. I believe we both knew that it was close to the \$25,000.

Mr. LANIGAN. Now you stated that in April or May 1958, you received a teletype from Fort Lee in which they indicated knowledge of the \$25,000 limitation.

Mr. MACDONALD. Yes, sir.

Mr. LANIGAN. Can you give us briefly the contacts that you had with Fort Lee on this subject between May of 1958 and May of 1959 when you had the conversation with Colonel Ridlehuber to which Mr. Anderson referred?

Mr. MACDONALD. Yes. It was customary to talk to Fort Lee every day or two on the phone, or they would visit the office on various other things. Many times on the telephone and in person in the Office of the Quartermaster General we were informed, both that they knew it could not exceed it, and it would not exceed it.

Mr. LANIGAN. And there is no doubt in your mind that they were aware of the limitation?

Mr. MACDONALD. Not a doubt, no, sir.

Mr. LANIGAN. Now in the memorandum which Mr. Anderson read, which was exhibit 19, you stated concern about the hangar, that it was all one project along with the airfield.

Could you tell the committee what action subsequently was taken with respect to the authorization for the hangar?

Mr. MACDONALD. Well, when he brought it up I probably mentioned that it might be considered all one project. In other words, an airfield rather than an airstrip. When the project came in there was a storage building to support an aerial drop unit. It was discussed in the office. Colonel Pennington and I discussed it, and I discussed it with my assistants. I assure you it was no snap judgment that made the decision that it was a separate project.

The airstrip in itself is a usable facility. We were using the criterion "a usable facility" at that time. And that was being used throughout the Department of the Army and the Defense, I believe: "What is a project?" A project in this case was an airstrip. A build-

ing at the strip for support of an aerial unit was a separate project. And if that was wrong, then the whole Department of Army policy at that time was wrong. So we considered it sincerely and honestly as a separate project and approved it that way.

Mr. LANIGAN. You were fully aware that the building was to be used as a hangar as well as for any other purpose?

Mr. MACDONALD. No, sir, I was not.

Mr. LANIGAN. You did not know that the building was to be used as a hangar, for which the project—

Mr. MACDONALD. No, sir.

Mr. LANIGAN. Well, you had the conversation with Colonel Ridlehuber on the 25th of May 1959, in which he said he was worried about a hangar, and it did not occur to you that the project request was for the same building that you had discussed with him?

Mr. MACDONALD. My understanding was that it was not to be used as a hangar, that it was to support this aerial facility.

Mr. LANIGAN. And did Colonel Pennington give you that impression, too, that he understood it was not to be used as a hangar?

Mr. MACDONALD. Yes, sir.

Mr. LANIGAN. I want to show you exhibit 21. This is a telecon between Colonel Pennington and Colonel Ridlehuber, dated the 1st of June 1959, and signed by Colonel Ridlehuber in which he refers to a hangar. He says this:

The immediate problem is the purchase of a metal hangar building for erection by troop labor at a later date. I asked Colonel Pennington to assure the Quartermaster General that we would not recommend anything that would put him in an embarrassing position. In the case of the hangar it will be procured, if the purchase is approved and P-2000 funds are available, for the aerial detachment and not directly associated with the airfield. In the case of a physical inspection by the Department of the Army representative at some later date, it can be explained that this is a temporary building which will be moved to meet other storage requirements if and when no longer required at the airfield site.

(Exhibit 21—Memorandum of a telephone conversation between Col. James C. Pennington and Col. Walter R. Ridlehuber, May 29, 1959, appears in the appendix on p. 300.)

Mr. LANIGAN. Were you aware of this understanding?

Mr. MACDONALD. I had never seen that before. That was reproduced for the committee about a week or two ago.

Mr. LANIGAN. I asked you, were you aware of this understanding with respect to that building?

Mr. MACDONALD. No, sir.

Mr. LANIGAN. If you had been aware of that understanding, would that have made any difference in your approval of the building?

Mr. MACDONALD. It would have been something to consider, sir, but I am still not sure that it might not still be considered a separate facility.

Mr. LANIGAN. It would have brought a different factor into play for consideration?

Mr. MACDONALD. I think it would have.

Mr. ANDERSON. If counsel will yield, I am interested in looking at exhibit 21 to show that the distribution is shown at the left-hand corner of page 2 and it indicates the Facilities Branch of G-4 received a copy.

Now did that ever get up to you?

Mr. MACDONALD. The Facilities Branch of G-4, sir, is at Fort Lee.

Mr. ANDERSON. I see. They would not buck anything like this on up to you for your inspection?

Mr. MACDONALD. No, sir.

Mr. ANDERSON. It really got around. It went to the Chief of Staff and the Acting Chief of Staff of Post Engineers, the Comptroller and the Facilities Branch.

I am sorry for the interruption. I wanted to clear that up.

Mr. LANIGAN. That is all I have.

Mr. ANDERSON. I have just one more question, Mr. Chairman.

Exhibit 37, I believe it is, which is a summary of the investigation report that was made by the Quartermaster Corps inspector general, on page 3, states, and I am quoting now:

Major Swartz was reasonably certain and fully aware from the start that the fully approved design could not be constructed for less than \$25,000 and for the estimated cost unless material for the subbase could be obtained at Fort Lee. He made known his belief on several occasions to his superiors. Lieutenant Colonel Jarrett maintains that he informed the Office of the Quartermaster General that the airfield could not be constructed for the funded cost contained in the original project 10-57. Mr. MacDonald, Installations Division, Office of the Quartermaster General, maintains that Lieutenant Colonel Jarrett told him many times that the airfield would not exceed \$25,000 in funded cost.

(Exhibit 37—Summary of pertinent facts, Quartermaster Corps Inspector General's "Report of Investigation re Construction of airfield at Fort Lee, Va.," appears in the appendix on p. 321.)

Mr. ANDERSON. There seems to be a conflict, in other words, between what Colonel Jarrett says on that point and what you say, unless when it says that he informed the Office of the Quartermaster General that the airfield could not be constructed for the funded cost, he was informing someone else other than you.

Would he be informing someone else other than you?

Mr. MACDONALD. All I can tell you truthfully is that he did not inform me.

Mr. ANDERSON. Well, would anyone else in the Office of the Quartermaster General have gotten the word from him and you have not gotten it? This is what I am trying to get at here.

Mr. MACDONALD. Well, all I can say is give you an opinion. I would say it was improbable but not impossible.

Mr. ANDERSON. In fact you still say, as this report indicates, that you were told by Colonel Jarrett many times that it would not go beyond this cost?

Mr. MACDONALD. Absolutely, sir.

Mr. ANDERSON. That is all I have, Mr. Chairman.

Chairman DAWSON. What steps did you take to check the airstrip operation to be certain it was staying within the \$25,000 limit figure?

Mr. MACDONALD. To repeat what I have said, once the project was approved, unless we heard anything adverse, sir, we assumed that everything was going properly. And in checking with the various officers, everything appeared to be going properly.

Chairman DAWSON. You knew in May 1959 it was exceeding the limit, didn't you?

Mr. MACDONALD. No, sir.

Chairman DAWSON. Was it close to the limit?

Mr. MACDONALD. I presume it was close to it, sir, but as I said before I was told that it was not over it and would not exceed it.

Chairman DAWSON. Did you take any steps at all to check for your own information to make sure that it was not exceeding the \$25,000 limit?

Mr. MACDONALD. We had no authority to go in and check books and records. As I said, we had to take the word of officers of the U.S. Army.

Chairman DAWSON. Thank you.

Mr. SMITH. You mean you had no authority? Do you really mean to say that?

Mr. MACDONALD. We have no authority in my office. Now it is possible if we had really thought that there was something wrong, we could have asked the Quartermaster inspector general to do so. But we had no reason to think that it was being exceeded.

Mr. SMITH. You mean to tell me that if you wanted to, you could not have gone down from your office and checked on the operation down there?

Mr. MACDONALD. If we had been ordered to by the Quartermaster General, I presume we could have. But I might say we never have.

Mr. SMITH. Then you did not in this case?

Mr. MACDONALD. No, sir.

Mr. SMITH. Who is it that is responsible for determining how much storage is needed to support such a facility?

Mr. MACDONALD. Storage for what, sir?

Mr. SMITH. For the purpose that they alleged this was being built, an aerial detachment. Who determined how much storage was necessary, and who reviewed that?

Mr. MACDONALD. I do not remember any particular review including the storage space.

Mr. SMITH. Well, who would be responsible for determining how much storage space is needed in that function?

Mr. MACDONALD. I cannot tell you. I do not know.

Mr. SMITH. Would someone at Fort Lee make the final determination?

Mr. MACDONALD. Somebody at Fort Lee made the determination. I am not sure who would have checked the validity of it. But it was made at Fort Lee, yes.

Mr. SMITH. They would have made a recommendation at Fort Lee?

Mr. MACDONALD. Yes.

Mr. SMITH. But somebody on up the line would determine whether or not that was the proper amount of space, is that right, for such an operation?

Mr. MACDONALD. It should have been and it may have been. I do not recall whether it was or not. Probably somebody in military personnel was consulted, but I cannot say whether they were or not.

Chairman DAWSON. Thank you very much.

Mr. MACDONALD. Yes, sir.

(After Mr. MacDonald's appearance before the subcommittee, Chairman Dawson received a letter from him on March 29, 1962, in which Mr. MacDonald clarified his testimony with respect to the construction of the hangar. That letter appears in the appendix as exhibit 45.)

(Exhibit 45—Letter from Robert G. MacDonald, Chief, Facilities Branch, Installations Division, to Hon. William L. Dawson, March 29, 1962, with a disposition form from Brig. Gen. A. J. Adams, Director of Supply Operations, to the Quartermaster General, January 31, 1959, appears in the appendix on p. 345.)

Chairman DAWSON. Colonel Jarrett.

Do you solemnly swear that the testimony you are about to give to this subcommittee to be the truth, the whole truth, and nothing but the truth, so help you God?

Colonel JARRETT. I do.

**TESTIMONY OF LT. COL. WILLIAM H. JARRETT, U.S. ARMY**  
(Retired)

Chairman DAWSON. We are very sorry to learn of your illness, Mr. Jarrett.

Colonel JARRETT. Thank you.

Chairman DAWSON. Will you identify yourself and give your rank and present position of duty?

Colonel JARRETT. Lt. Col. William H. Jarrett, Army of the United States, retired. My home address temporarily is in Bradenton, Fla. I am a resident of Philadelphia, Pa.

Chairman DAWSON. Were you at Fort Lee during the period covered by this report, and in what capacity?

Colonel JARRETT. Both as post engineer and Chief of the Facilities Division, which is a function and a part of the Office of G-4.

Chairman DAWSON. Have you read the statement that was given to this committee on this report by the representatives of the GAO, General Accounting Office?

Colonel JARRETT. Yes.

Chairman DAWSON. Do you desire to make a statement or to comment on it?

Colonel JARRETT. No, I have no statements to make or comment to make on the report. I think the report is rather comprehensive. I notice some minor misinterpretations in there, but I think that they are just details. I do not think they have any important bearing.

Chairman DAWSON. Except for those minor details this report is substantially correct?

Colonel JARRETT. Yes, sir.

Chairman DAWSON. Mr. Lanigan.

Mr. LANIGAN. You were post engineer when the project 10-57 in its original state and in its revised state was prepared for submission to the Quartermaster General?

Colonel JARRETT. Yes, sir, I was.

Mr. LANIGAN. It has been pointed out that the initial project called for a \$37,000 expenditure of O. & M. funds with a runway of 1½ inches depth, asphalt 1½ inches, and a length of 1,500 feet.

Colonel JARRETT. Yes, sir.

Mr. LANIGAN. Whereas the revised project called for a runway of 2,500 feet and a half-inch thicker paving, with only a \$24,948 expenditure of O. & M. funds. Could you tell us how this revision came about?

Colonel JARRETT. Well, the revision came about because the original project for 1,500 feet, which was my conception, and I am sure Colonel Ridlehuber's when we visited G-3 at Fort Belvoir earlier in that year to make arrangements for troop participation as a training project, was to construct an airstrip on which the military planes assigned to Fort Lee, and which are limited by DOD as to weight and wing span and so forth, could use and stop running 40 miles to Blackstone Airfield, and achieve a saving in dollars and manpower and vehicle miles. However the project, or someone at a higher level determined that the project should meet certain criteria—I think their term was "standard Army Airfield"—and stated that it was 3,000 feet. I received a telephone call to that effect from a Colonel Davis in the office of the Assistant Chief of Engineers for Construction—I guess construction. I made a report of that conversation and passed it on to my superior, Colonel Ridlehuber. It was discussed and there was only one way to come up with the project and meet the criterion to lengthen the runway, increase the asphalt and reduce the out-of-pocket cost, so-called funded cost, to \$25,000 or less, and that was by insuring that the estimate that appeared on the project estimate was less than \$25,000.

Mr. LANIGAN. You mean you insured that the figure appearing on the project request was less than \$25,000, that was what you had to do to meet the requirements that were given you?

Colonel JARRETT. That is right, sir.

Mr. LANIGAN. What revision did you make in the plans, if any, to bring the O. & M. cost from \$37,000 to below \$25,000?

Colonel JARRETT. Which plans, sir?

Mr. LANIGAN. Well you had a plan for your original project, with \$37,000 O. & M. cost.

Colonel JARRETT. Right, sir.

Mr. LANIGAN. Did you make any change in your plans to bring the cost down to \$24,948, or was that an arbitrary figure that you just had to put in there?

Colonel JARRETT. That was an arbitrary figure. There was generally no change in plans except to increase the size, as you might say, of the original plan from 1,500 to 2,500 feet. The width remained the same.

Mr. LANIGAN. So I take it you realized that you could not make the project bigger and spend less money?

Colonel JARRETT. That was accepted, yes, sir.

Mr. LANIGAN. And did your superiors realize that, too?

Colonel JARRETT. Well, I discussed it with my superior. And I had all along thought there was such an urgency for the construction of the airstrip at Fort Lee, which had been going on since 1952, and was one of the first things handed to me when I arrived in October 1955 from Austria, that there was a desire to have it and that the desire permeated the entire command and extended up to the Continental Command and Quartermaster General. And it was sent up through the Department, Chief of Staff of Logistics.

Mr. LANIGAN. So the determination was to get the project started through this project request regardless of the accuracy of the figures shown?

Colonel JARRETT. Yes, sir.

Mr. LANIGAN. Now on the approval that came back from the Corps of Engineers, were you aware of the limitation, the total expenditure of O. & M. fund not to exceed \$24,948?

Colonel JARRETT. Yes, sir, I was. My office reviewed the office record for that original project approved and the endorsement.

Mr. LANIGAN. Were you also aware of the requirement that the construction include the maintenance of all prescribed clearances for structures or other obstructions during present or future stages of construction?

Colonel JARRETT. Yes, sir.

Mr. LANIGAN. And what did you do about this second limitation?

Colonel JARRETT. I did nothing because we had already a preliminary report from the district engineer which had been made before I arrived at the post, in which the district engineer in Norfolk had selected that exact site as a planned MCA facility which had been turned down by the Second Army when Fort Lee was under the Second Army.

Mr. LANIGAN. So your office made no further check of the obstructions in the area?

Colonel JARRETT. No, sir.

Mr. LANIGAN. You relied on the Corps of Engineers?

Colonel JARRETT. That is right.

Mr. LANIGAN. When did you become aware that there were obstructions that would preclude this being used as a standard Army airfield?

Colonel JARRETT. Well first of all, I did not know that they wanted it used for so-called night flying, instrument flying, until after the end of calendar year 1959. And I first learned of the fact that there were obstructions which the Deputy Chief Staff of Operations would not grant waiver on, when I came out of the hospital in May of 1959.

Mr. LANIGAN. Well, maybe you better give us some indication of the time you were ill and in the hospital so we can eliminate that from our discussion.

Colonel JARRETT. I entered the hospital on the 31st day of March at Fort Lee and was operated on the next day and was on hospital leave until approximately the 9th of May. And I performed duty, office duty, mostly, up until the end of the month. At the end of the month I went into the hospital again, and was operated on the next day, and during that period of convalescence I was relieved as post engineer on the 16th of June.

Mr. HENDERSON. What year was that?

Colonel JARRETT. 1959.

Mr. LANIGAN. Were you aware that Fort Lee sent a request for waiver for obstruction to air navigation to the Quartermaster General on November 25, 1958?

Colonel JARRETT. No; I do not recall that, sir. The first indication that I had that there was a requirement of a waiver was when I came out of the hospital and Colonel Weisemann, who was then the Deputy Chief and Chief of the Facilities Division brought it to my attention. I was sitting in the post engineer office working out a problem, while I was on sick leave, on conversion of fuel oil heating plants to meet a deadline that the Quartermaster General had laid down, when Colonel Weisemann came in and brought the subject up. But that had been resolved with the Chief of Facilities office, and the G-4 office.

Mr. LANIGAN. And your engineering office did not get into that at that time?

Colonel JARRETT. No, sir. I would say the post engineer in that respect should have been considered as an onlooker.

Mr. LANIGAN. Now when did you first have any discussions with Colonel Ridlehuber about the charging of costs on the airfield project to other projects?

Colonel JARRETT. It was discussed several times, but I think it was after January, after the first of the year, beginning 1959. In other words, the original plan was that the troops were going to complete the total airstrip, even the increased length of the airstrip, in the first year they were at Fort Lee. However, one of the unforeseen contingencies, just like the Dallas Airport has continued to grow in size, was that we had to excavate between 3 and 8 feet of organic material under the site of the runway, a strip approximately 500 feet wide and 2,500 feet long. And that was all removed by the engineer troops and deposited in various places on the post. Then the material that was taken out of the drainages was put into the subbase to re-cover that area. And that lengthened out the period of construction, and the equipment that the Corps of Engineers was going to furnish us, organic equipment for laying the asphalt which I had to order in June of 1958 in anticipation of using it that fall, was not available. That material, the following year, had been committed to a project at West Point that the 87th Engineers was accomplishing. And we tried to borrow it from Fort Eustis and various other close-by installations and we could not. So the laying of the asphalt by the troops became an out-of-pocket cost that we had not anticipated. It had to be done by a contractor.

Mr. LANIGAN. And were you given any instructions regarding the charging of these added costs to other projects?

Colonel JARRETT. Yes, sir. In discussions with Colonel Ridlehuber and with Major Swartz we realized that the project was not going to be accomplished when we found out that the material that we had been using would not meet the California ratio requirements, minimum requirements, and it became a foregone conclusion we were going to have to procure a commercial type of rock. Then it became a problem of how to—well, in effect, we had a bear by the tail and we could not let go. I mean, that is my opinion of it. And we simply purchased materials for accounts such as road accounts, which was the proper thing to do except that when it was used on the project, it was not charged to the project on which it was used. There were various quantities of crushed stone and rock that were used.

Mr. LANIGAN. Well you knew when these materials were being purchased that they were going to be used on the airfield?

Colonel JARRETT. Yes, sir. But those actual commitments for purchase did not take place until, I believe—the first one I believe was while I was in the hospital in April, and I think there were two while I was out of the hospital. two commitments made for purchase for delivery before the end of the fiscal year because we were using fiscal-year money, that current fiscal-year money.

Mr. LANIGAN. I wish you would take a look at purchase request No. 1900 which is exhibit 23 in the record. Now we have received

testimony from Major Swartz that in connection with that purchase request he wrote a note to Mr. Fussell (see exhibit 29) :

I would like a copy of the purchase request. This order will be followed by additional orders and I will have to keep a record of them. Actually, although charged for road maintenance, this material will be used in the airfield.

(Exhibit 29—Purchase request signed by Maj. Thomas S. Swartz, assistant post engineer, Fort Lee, Va., for 2,150 tons of crushed stone appears in the appendix on p. 309.)

Mr. LANIGAN. Were you aware of the use of the material, the use that was going to be made of the material?

Colonel JARRETT. Yes, sir. I did not know the note was attached to it, or that he had taken that action until the GAO made a report that they had found a memorandum attached to it. But this is my signature as the initiating officer.

Mr. LANIGAN. And you knew the purpose for which the material was going to be used?

Colonel JARRETT. Yes, sir, I did.

Mr. LANIGAN. We had testimony from Major Swartz that when it was learned that the General Accounting Office was to come to Fort Lee; he received instructions from you regarding removing certain materials from the files. Could you tell us what occurred to cause such instructions?

Colonel JARRETT. Well, first of all, I would like to correct that. It was a file, not files. It was the project file of 10-57, and I had started the procedure when I arrived at Fort Lee which I had at other post stations, that when a project was being worked on, all the papers relative to the file, including the original approval from higher headquarters, would be contained in the so-called engineering section. In the normal operation, when a project is finished, the file is reduced and certain papers are taken out and destroyed, or thrown away, or put in other files for permanent record, or as long as they are going to be held. And the so-called project file, with the approved document, goes to the administrative officers of the post engineer and the engineering section normally keeps a skeleton file for future reference, just for other similar engineering projects to use them for comparison. And in following out my instructions, everything relative to this project, including the memorandums for the troop commander of troops at Fort Lee, engineer troops, memorandums written by Colonel Ridlehuber, anything connected with the project, was kept in one place so that it was always known to be in one place by anybody concerned. And of course I realized with what we had been doing there were certain embarrassing papers in there that would reflect. And I went down to a conference at Shirley's office when we were told GAO was coming, and it was either at the conclusion of that conference or immediately afterward that Colonel Shirley, who was then the deputy post commander, and in whose office we had a conference—

Mr. LANIGAN. Could you tell us who was present at that conference?

Colonel JARRETT. Well at the original meeting I know Colonel Connor, the G-4, and myself were there, and I think that Colonel Edgar came in from his office. But I do not remember anybody else. Now I do not remember whether Colonel Connor left or not, but I received what I considered explicit instructions, personally to me from

Colonel Shirley, to insure that we examine the project file and insure there were not embarrassing papers found. In other words, embarrassing to the Fort Lee command.

Mr. SMITH. What date was this?

Colonel JARRETT. This was either the day of or the day after the GAO notified us at Fort Lee by telephone they were coming in from Norfolk. I cannot pin the date any closer than that.

Mr. LANIGAN. Can you give us, with any more precision, the instructions that were given you? Can you recall the wording or—

Colonel JARRETT. Well the word "embarrassing"—I do not know whether Colonel Shirley used the word "embarrassing." But I think I used the word "embarrassing" in speaking to Major Swartz. Because I told him over the phone and of course I saw him later. And I did not examine the file as such, and I did not receive any papers, and I did not tell Major Swartz to destroy anything. And I think the record the committee has will testify to the fact that there were no records destroyed.

Mr. LANIGAN. When you were given this instruction by Colonel Shirley, did you have any conversation with him which would indicate your understanding of the instructions that had been given to you?

Colonel JARRETT. No, not that I recall, except that there was not any doubt in my mind as to what the intent was, and I communicated that intent to Major Swartz.

Mr. LANIGAN. Did you report back to Colonel Shirley regarding what action Major Swartz had taken?

Colonel JARRETT. I either in conversation on something else with Colonel Shirley, a day or so later, or as a direct result of that, and I forget which—Colonel Shirley asked me if I had carried out his instructions, and I reported in the positive.

Mr. LANIGAN. Now I want to ask you about one other purchase request.

Mr. SMITH. How did you destroy this material in the file that you removed from the file?

Colonel JARRETT. I did not destroy any material. I did not remove anything from the file.

Mr. SMITH. You were told to do so?

Colonel JARRETT. That is right.

Mr. SMITH. But you did not?

Colonel JARRETT. I was told to see that any embarrassing material in the file, such as these memorandums, and so forth, were removed from the files.

Mr. SMITH. Major Swartz did it, though?

Colonel JARRETT. Major Swartz did the removal, yes, sir.

Mr. SMITH. Were you present when he did?

Colonel JARRETT. No, sir. I think he opened the file and discussed a few things. In fact, I gave him the instructions, original instructions, over the telephone from my office in the headquarters building, and he was several blocks away.

Mr. SMITH. When you replied, then, that the material had been removed, you were in effect replying that Major Swartz had told you it had been removed?

Colonel JARRETT. That is right; yes, sir.

Mr. ANDERSON. Did anyone object to this order when this conference was held and the order was passed down by Colonel Shirley to remove embarrassing documents? Did you hear anyone there remonstrate at all about this or say they would not be a party to it?

Colonel JARRETT. No, sir, I do not remember anyone making any—well, now, as I say, the so-called order that I received, I am not sure whether there was anybody present when I received that order from Colonel Shirley or not.

Mr. ANDERSON. You are not certain whether anyone else was there?

Colonel JARRETT. All I know is I received it and I took it as a specific personal direction to me from Colonel Shirley.

Mr. LANIGAN. Had you finished, Mr. Anderson?

Mr. ANDERSON. I am sorry. I was interested in clearing that up in my own mind before we got onto something else.

Mr. LANIGAN. I just want to ask Colonel Jarrett whether he recognizes the purchase order 2107-M which we will now show him.

Colonel JARRETT. I have seen it since after the GAO submitted their report, when I was going over the entire project to arrive at a true cost estimate, but I had not seen it before.

At the 5th of June I was a patient at Fort Lee Hospital.

Mr. LANIGAN. I was going to ask you if there were any circumstances under which Colonel Ridlehuber would have signed for you, but you say you were in the hospital on that date?

Colonel JARRETT. Yes, sir. This was signed by Major Buechler for me. As the next senior Engineer officer, he was the acting post engineer during my absence.

Mr. LANIGAN. Did you know where the material purchased with that purchase request was actually used?

Colonel JARRETT. I think that most of it, if not all of it, was used on the airfield. However, part of this type of material, or the 1-inch material, we did use for maintenance repair work on the roads.

Mr. LANIGAN. That is all I have.

Chairman DAWSON. Mr. Anderson.

Mr. ANDERSON. Have you read, or did you read the thing that came here today, the statement that Mr. Baras of the GAO gave to our subcommittee?

Colonel JARRETT. Yes, sir, I did.

Mr. ANDERSON. Substantially you have no quarrel with that statement, that recitation of this whole—

Colonel JARRETT. Well, I think that there is one thing that is not fair. In other words, I will draw a comparison.

When the Congress is given a report as to the cost of a maneuver in Louisiana, with several field armies participating, the pay of the soldiers is not given as a cost factor in that because the soldiers will still be paid whether they are on a maneuver or somewhere else. However, this \$586,000 cost as brought out includes \$200,000—some for pay of troops. Now those troops would have been paid if they stayed at Fort Belvoir.

Mr. ANDERSON. In other words, you think that we should consider this as \$386,000 instead of \$586,000?

Colonel JARRETT. Under the way we cost things, yes, sir. Under Army directive, which to my knowledge have not changed as of right now, they are not out-of-pocket costs.

Mr. ANDERSON. Do you dispute the fact that materials costing approximately \$87,000 were acquired for the airfield through the use of these O. & M. funds despite the \$25,000 limitation?

Colonel JARRETT. When you add the so-called maintenance and storage building for the 109th Aerial Detachment as a hangar building, yes, it does amount to approximately that amount of money.

Mr. ANDERSON. Of course, I think the committee is pretty well satisfied that was intended to be a hangar for this airfield, and all the attempts to camouflage it to the contrary notwithstanding, this was part of the project.

Colonel JARRETT. Right, sir.

Mr. ANDERSON. So you do not dispute that fact?

Colonel JARRETT. No, sir.

Mr. ANDERSON. You do not dispute the fact that they acquired materials that were used in excess of the \$25,000 limit, that they were charged to other projects in an effort to avoid the limitation?

Colonel JARRETT. Right, sir.

Mr. ANDERSON. You are familiar with the fact that this airfield, the construction of it, was continued despite the fact that midway in the construction higher headquarters had not granted the necessary waivers or clearances for construction?

Colonel JARRETT. I am aware of that now, yes, sir; but I had no knowledge of that at the time. I was not consulted as a member of the staff. In fact, the staff meeting was held while I was being operated on at the station hospital.

Mr. ANDERSON. No one ever told you about that when you came back out of the hospital?

Colonel JARRETT. Colonel Weisemann, the man I succeeded as chief of facilities, told me in May.

Mr. ANDERSON. In other words, other than your calling our attention to the fact that you think \$200,000 of this \$586,000 would have been expended to pay the troops anyway, the facts set forth in this memorandum to which I refer are correct?

Colonel JARRETT. That is right, sir.

Now I would like to qualify that. The facts set forth to which I have personal knowledge. I mean, there are some statements—

Mr. ANDERSON. I am sorry, what was your answer?

Colonel JARRETT. There are some statements in there made by Mr. Baras in which he is talking of what someone else told him.

Mr. ANDERSON. Yes.

Colonel JARRETT. Of course, I cannot verify those.

Mr. ANDERSON. No. But you have no information—by the same token, you have no information to the contrary that would indicate that any of those things are not true?

Colonel JARRETT. That is true.

Mr. ANDERSON. It is merely of your own knowledge you have no independent information that would confirm those things?

Colonel JARRETT. That is right, sir.

Mr. ANDERSON. Well, substantially then, this is all correct, and you feel that the justification for the part that you played in it was that you were following orders, that you were in the chain of command and that—

Colonel JARRETT. Yes, sir. Of course, I feel that an officer does not have to blindly follow orders, but I think that my following of these orders was predicated on my personal feeling in the matter, having been in it from the beginning, that this whole operation was known within the command.

Of course, I dealt directly with my superior officer, Colonel Ridlehuber, and later Colonel Connor who replaced him—G-4. But from what had been said in conversations, and going up to Fort Belvoir before the project started to insure getting participation of engineer troops as a troop training project, and the participation by the Chief of Engineers, and visits by Deputy Chief of Staff of Logistics, officers of the post, talking about an airstrip at Fort Lee, and my original efforts in 1955 when I arrived, in which I attempted to clear some timber out there and drain the area with a platoon of Engineers in furtherance of this project on a minor scale, led me to believe that what we were doing was with the knowledge and consent of my superiors.

Mr. ANDERSON. In other words, even though it was illegal—

Colonel JARRETT. Yes, sir.

Mr. ANDERSON. Everybody was doing it?

Colonel JARRETT. That is right, sir.

Mr. ANDERSON. And as I think you expressed it a few minutes ago, you had a bear by the tail when you got in the middle of this thing and it had to be finished, come hell or high water. That is about it, isn't it?

Colonel JARRETT. That is right.

Mr. ANDERSON. Regulations notwithstanding.

Colonel JARRETT. I think that if the committee were to check with my associates overseas and other posts or stations I have been in, you would find I have been a stickler for regulations and had a reputation for it. However, I was burned in Austria when I made too factual reports and was given a verbal reprimand and told I would be relieved immediately if I ever wrote such a letter. The letter happened to be truthful, but it did not please the post commander. And he rewrote the letter and got the other letter back.

And on another case—

Mr. SMITH. What was his name?

Colonel JARRETT. Cook.

Mr. SMITH. Do you know his first name?

Colonel JARRETT. I do know, but I cannot remember it at the moment. He was the area commander in Salzburg, Austria.

Mr. SMITH. At what date?

Colonel JARRETT. 1954.

Mr. ANDERSON. Well, Colonel, I am sure you realize that this committee is interested in more than just raking up old skeletons. This is a sordid, and as far as I am concerned, a sorry affair. It is a blot on our Army and a lot of people in it. But we are interested in more than just going over this; we are interested in what, if anything, can be done in the future, what steps can be taken, to prevent a repetition of this kind of complete flaunting of the law and, as far as we are concerned, flaunting of the will of Congress that these things are not to be built unless there is an authorization for them.

What suggestions would you have to make in view of your experiences there in Salzburg, Austria, where you were threatened with

removal from command if you complained about something? What do you think the Congress can do, and should do, to make sure that things like this do not happen and that men like you, who are put in the position of carrying out orders that you know are illegal, have someone to whom you can go and make a complaint without suffering personal abuse, and yet something can be done to take care of this situation?

Have you given any thought to that?

Colonel JARRETT. Yes, sir. I have discussed it quite often with associates in the same business. In 1942, I think by direction of the President, the function of post engineer, utilities officer, was transferred from the Quartermaster General's Office to the Corps of Engineers. Since that time they have been on a comprehensive cost accounting system.

In 1958 they came out with a seven-digit cost accounting system, double-entry bookkeeping, and they associated all the functions under codes.

After that book was published, TM-506, "Guide to Procedures for Post Engineers Cost Accounting," there were about 55 changes published implementing what was in there. That has been going on ever since until this new system of management went in about 2 years ago in the new system of accounting. And I think that there is a laxity in the line of demarcation at post level within the regulations.

In other words, at one post a post engineer will go in who is familiar with post engineer operations, and the post commander will have one interpretation of what the regulation means. In fact, I have had post commanders tell me that the regulations are merely a guide, that you do not go by the letter in the regulations. I have had others who live by the regulations as they are written. We used to have 135 code accounts, and you could charge work performed by, for instance, the 600 employees at Fort Lee that work for the post engineer are charged one of those code accounts or more every 8-hour working day of the full year. And the money is spent on it.

Now it is very simple to use a pencil to change a code, and that is exactly what was done here.

Mr. ANDERSON. Is this what you are saying, then, that it pretty much gets down to the moral judgment of the people who are there in charge of the operations?

Colonel JARRETT. No, there is too much flexibility allowed at station level in my opinion, for interpretation of what the regulation means.

Mr. ANDERSON. Too much flexibility is given to the post commander?

Colonel JARRETT. That is right, sir.

Mr. ANDERSON. Well, who gives them this flexibility? How does he acquire it?

Colonel JARRETT. The Army area commander, and the Department of Army and Department of Defense under regulations that are written pertaining to those particular operations, normally contained in Army regulations, insofar as the Army is concerned.

Mr. ANDERSON. Well, are you suggesting that that is what we need to do, is rewrite the regulations and make it indisputably clear that when it says something it means it?

Colonel JARRETT. Yes, sir, I think that would certainly—no, not rewrite the regulations. I think if it could be brought out, in effect, what

is a definition of this type of work and what is a definition of that type of work.

Mr. ANDERSON. But some of the things that were done here, I mean, it is just incomprehensible to me.

Colonel JARRETT. I agree.

Mr. ANDERSON. I do not care how flexible these regulations were, they just did not bend them, they broke them.

Colonel JARRETT. That is right, sir. I did not mean that, because certainly after we got the bear by the tail we knew what we were doing, at least I knew what I was doing, we were evading the regulations as they were written as far as I was concerned.

Mr. ANDERSON. I guess if we ever figure out how to write regulations that people cannot evade, why we will do something they have not been able to do since the time of Moses and a few other people.

That is all I have, Mr. Chairman.

Chairman DAWSON. Mr. Smith.

Mr. SMITH. On the 17th of September you submitted an estimate that the total cost would be \$110,000, approximately, and additional funds required of \$37,000. That was approved by Colonel Shirley. Six weeks later on the 1st of November you submitted another estimate of \$24,000 for additional costs.

As I understood your testimony, in the meantime you realized that this original estimate would be illegal, is that correct?

Colonel JARRETT. The original estimate?

Mr. SMITH. Yes, the 17th of September estimate.

Colonel JARRETT. No. That original estimate of the smaller amount, the smaller airstrip, was returned.

Mr. SMITH. The original estimate was the higher amount with the smaller airstrip?

Colonel JARRETT. Well, I mean the overall amount, funded and unfunded costs. The original estimate was returned in order to increase the thickness of the runway and increase the length of the runway and to bring—

Mr. SMITH. And that reduced the amount?

Colonel JARRETT. And to bring to so-called out-of-pocket cost figure below \$25,000. So I reported, in a telephone call, that I would proceed with those elements of direction in the memorandum.

Mr. SMITH. You mean by increasing the troop labor cost you were able to reduce the out-of-pocket estimate?

Colonel JARRETT. Well, I did not personally work on it, sir, but the problem was given to the Engineering Section, that is the post engineer at Fort Lee, and with the so-called framework, the framework of limit, these figures that are shown on there are the figures that were worked out, to abide by those cost factors.

Mr. SMITH. Were you in touch with Colonel Shirley in determining this was an urgent situation requiring these kind of figures?

Colonel JARRETT. No, sir, I did not report to Colonel Shirley. I reported to Colonel Ridlehuber.

Mr. SMITH. You mean your contact with Colonel Shirley then was only after this had all been done?

Colonel JARRETT. My contact with Colonel Shirley would be incidental. In other words, I did not normally report to him unless I was called by him personally or told to report to him or met him,

or he came to my office. But normally I would not report to him in the normal chain of command.

Mr. SMITH. Well in this particular instance did you report normally or abnormally?

Colonel JARRETT. Normally insofar as reporting. I discussed that and gave a copy of the memorandum of my telephone conversation with Washington to Colonel Ridlehuber. At least I sent it to his office.

Mr. SMITH. And so you determined at that time that it was urgent to do this, and that everyone knew it in the command, and this was the reason why you should go ahead?

Colonel JARRETT. You mean the urgency of the airfield?

Mr. SMITH. Yes.

Colonel JARRETT. Yes, sir, I felt it was urgent to build an airstrip, not a standard airfield.

Mr. SMITH. And at what time then did this come out of the category of urgency into one where you felt you have a bear by the tail and you could not let go?

Colonel JARRETT. Well after we got into the cost factors—first of all, the troops stayed 2 years instead of 1 year. We could not get the asphalt line equipment so we had to do that by contract rather than troop labor with a resulting out-of-pocket cost that was not anticipated. And the material that was in the ground at Fort Lee available was not of sufficient strength to meet the minimum requirements of 22,000 pound wheel load on the runway.

Mr. SMITH. In the original estimate you stated that stripping and fill volume, though appearing excessive, were required because of slight marsh conditions existing in areas under the southern portion of the runway and overrun. So back in 1957 you knew there were problems there?

Colonel JARRETT. We had no problem with that. We had the fill for that. That was filled with material taken right off of the Government property at Fort Lee. What we are talking about is the base course, the so-called course just below the asphalt. In other words, after you get to subgrade, you put a large rock down with the point sticking up, and fill in around it. And the more you roll over it, the more it compacts. It was that so-called course we did not have the material for.

Mr. SMITH. What date then was it, 1958 or 1959, or when was it, that you determined that even though this probably should never have been started, you could not stop then?

Colonel JARRETT. In January or February of 1959.

Mr. SMITH. But subsequent to that you received this report to the effect that you could not land there except downwind part of the time—

Colonel JARRETT. No, I did not.

Mr. SMITH. Who did receive that report?

Colonel JARRETT. Well, from what I understand there was a conference held, a staff conference. I do not know where it was held—at headquarters I presume. And as far as I know, no member of the post Engineer staff attended that meeting. There was a G-3, G-4 policy meeting. And those factors were taken into consideration.

Mr. SMITH. Why wasn't it abandoned at that time, though?

Colonel JARRETT. I frankly do not know, sir.

Mr. SMITH. Whose decisions would it have been?

Colonel JARRETT. Well I would assume it would be the major commander at Fort Lee who would make a decision of that nature.

Mr. SMITH. Now the Engineer construction company, are they the people that did quite a lot of the work on this?

Colonel JARRETT. They did practically all of the work, sir.

Mr. SMITH. Why was the paved strip considered urgent in view of the availability of the grass strip?

Colonel JARRETT. The grass strip was 2,400 long, maximum length. It was immediately adjacent to 300 sets of family quarters. And there were woods at the takeoff end. A belt right up immediately to the airstrip was national park property, and we could not touch a tree.

Mr. SMITH. The woods touch at the end of this one too, don't they?

Colonel JARRETT. There are two water tanks and a TV tower that is oh, I guess, 2 miles away from the end of the runway. Of course there are a lot of obstructions, but I think for the last year or more there have been about 50 operations a day at Fort Lee Airfield on an average.

Mr. SMITH. On this new strip?

Colonel JARRETT. Yes, sir, continuously on an average.

Mr. SMITH. On this new strip?

Colonel JARRETT. Yes, sir, continuously. I do not know of any accidents occurring. They are not using it for instrument flying, but they are using it for night flying when visibility is good.

Mr. SMITH. The same planes are using that that would have used the grass strip?

Colonel JARRETT. Yes, sir, except I think the number of planes has increased by one or two. I am not sure which. The grass strip was really what you would call in combat a combat strip for light observation planes to take off and land. In other words, if you got a saturated rain, if you operated you operated with the possibility that a pilot or passenger might be injured—you take those chances.

Mr. ANDERSON. Or go to Petersburg Airfield 12 miles away?

Colonel JARRETT. No, sir, we were not using Petersburg Airport except occasionally with the commander's plane. We were using Blackstone Airfield 40 miles away, and we were supporting that to the tune of \$28,000 a month out-of-pocket cost—\$28,000 a year.

Mr. ANDERSON. Why weren't efforts made to use the Petersburg field?

Colonel JARRETT. Well a survey had been made before I got there, and it went to 2d Army, and in order for the Government at Petersburg to brief it to the Department of Army, they wanted certain minimum facilities and improvements made. And those facilities and improvements would have amounted to approximately, as I recall, \$1 million or slightly over \$1 million. The 2d Army turned down the request and the leasing of that property.

Mr. ANDERSON. At Petersburg?

Colonel JARRETT. Yes, sir.

Mr. ANDERSON. I thought I read in here somewhere that it was used on occasion along with others—

Colonel JARRETT. It was used by light planes, yes, sir. But what they were thinking of it, if they got it for that purpose, they would use it for the cargo planes that normally fly out of Fort Bragg, the C-123.

Mr. ANDERSON. But actually isn't it a fact, Colonel, there were only light planes attached to Fort Lee?

Colonel JARRETT. Yes, sir, that is right, Army type planes.

Chairman DAWSON. Thank you very much.

The hearing will be carried over to Thursday and this will conclude our session for today.

(Whereupon, at 11:50 a.m., the subcommittee recessed to reconvene Thursday, March 22, 1962.)

# ILLEGAL ACTIONS IN THE CONSTRUCTION OF THE AIRFIELD AT FORT LEE, VA.

THURSDAY, MARCH 22, 1962

HOUSE OF REPRESENTATIVES,  
SUBCOMMITTEE ON EXECUTIVE AND  
LEGISLATIVE REORGANIZATION  
OF THE COMMITTEE ON GOVERNMENT OPERATIONS,  
*Washington, D.C.*

The subcommittee met, pursuant to notice, at 10:25 a.m., in room 1501-B, New House Office Building, Hon. William L. Dawson (chairman) presiding.

Present: Representatives William L. Dawson (chairman), Neal Smith, and John B. Anderson.

Also present: Elmer W. Henderson, counsel; Arthur Perlman, professional staff member; James A. Lanigan, general counsel, Government Operations Committee; Miles Q. Romney, associate general counsel, Government Operations Committee; and John P. Carlson, minority counsel, Government Operations Committee.

Chairman DAWSON. We will resume the hearings in the case of the construction of the airfield at Fort Lee.

When Mr. Anderson comes, Congressman Anderson, we will pause then to acquaint him with what has gone on at this hearing up until this time.

Our first witness will be Col. Grant Healey.

Colonel Healey, do you solemnly swear that the testimony you are about to give the subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

Colonel HEALEY. I do, sir.

Chairman DAWSON. Have a seat, sir.

## TESTIMONY OF GRANT N. HEALEY, COLONEL, QUARTERMASTER CORPS, U.S. ARMY

Chairman DAWSON. Will you identify yourself, giving your rank and present post of duty?

Colonel HEALEY. Grant H. Healey, colonel, Quartermaster Corps, Army of the United States. My present duty station is Headquarters, Allied and Land Forces, Southeastern Europe, Izmir.

Chairman DAWSON. You worked at Fort Lee during the period covered by this report?

Colonel HEALEY. Yes, sir.

Chairman DAWSON. In what capacity did you serve?

Colonel HEALEY. There, assistant chief of staff, comptroller, sir.

Chairman DAWSON. Describe your duties as assistant chief of staff.

Colonel HEALEY. Sir, I had five divisions, the functions of which would constitute my duties.

The first of these was budget and funds control. This division receives funds in large portion by allotments basically from the Office of the Quartermaster in Washington but also funds from 2d Army for certain purposes. They do the budgeting and manage the operating program, financial operating program of the installation.

I had a management assistance division. This division is responsible for management surveys of all types on the post, not only for Quartermaster training commands to which I was assigned but for tenant activities on the post.

I had the finance and accounting division. This division, essentially is a finance office, which handles all moneys for the post, pays the troops, pays civilians, pays commercial accounts, and maintains the general ledger accounts.

I have a machine accounting services division. This is an IBM punchcard operation which does various types of accounting, again not only for Quartermaster Training Command but for tenant activities on the post.

And I had an internal review and audit division, which is responsible for those areas of audit which have been delegated to the command which are nonappropriated funds, and are responsible for internal review of all systems, methods, controls, for the entire post and for tenant activities if requested.

Those are the duties, sir.

Chairman DAWSON. You have read the testimony that has been given. Have you been provided with a copy heretofore?

Colonel HEALEY. Sir, until the day before yesterday I had never seen any testimony. I have been furnished in that time not the actual testimony but notes which I believe covered fully the testimony.

Chairman DAWSON. Did you read the testimony of Mr. Baras?

Colonel HEALEY. I did, sir.

Chairman DAWSON. And are you acquainted with what he said?

Colonel HEALEY. Yes, sir.

Chairman DAWSON. When did you receive that?

Colonel HEALEY. Yesterday, sir.

Chairman DAWSON. Will you tell us what you know about this matter from the start to the finish?

You were in Camp Lee when they started it, were you?

Colonel HEALEY. I was not, sir.

Chairman DAWSON. Where were you then?

Colonel HEALEY. I came to Fort Lee from Japan in July of 1957.

At that time a good deal of activity of various types had taken place with respect to the airfield. However, and during my first year at Lee I was not the comptroller, sir, I was deputy chief of staff and secretary of the general staff. I became comptroller in, I believe, August 1958, so that I was the comptroller at the time of the incidents that you are looking into.

Chairman DAWSON. We are looking into the matter of the construction of this airfield from its inception until the GAO went in there to make its audit as to conditions down there. I wish to say to you that the GAO went in as a routine matter. They didn't know anything was wrong and they had no suspicions but as they looked

into documents and talked to individuals it began to develop that efforts had been made to keep them from knowing what had been going on in connection with the construction of this airfield.

The GAO is an arm of the Congress. They are charged with that responsibility for the Congress, and they have to make their reports to the Congress, and so, of course, they made their report as to what they found there. It showed what we believe to be an utter disregard of the laws passed by Congress and of the rules of the Army for the keeping of those laws, and observance of those laws by the Army.

Colonel, just tell us what you know about this whole situation. We do not want it to occur again. We do have faith in the Army. We are proud of our Army but we are not proud of those efforts made to bypass the Congress, efforts made not to live up to what is the law, because the laws were passed for the good of the country.

It wasn't for any particular individual, or to put a hardship on any individual, but those charged with the responsibility for maintaining those laws in order that we might have a government of laws, have a serious job to do, and when there is a flagrant violation of it certainly Congress should be interested. I think the Army itself should be interested in order to see that it doesn't occur any more, and in that spirit, we are going into this investigation, and to determine who is responsible for what happened down at Fort Lee, who is responsible for the efforts to avoid what was clearly the law and known to those who made efforts to avoid it, and then when they knew the GAO was coming in they took certain steps to try to see that they couldn't get anything from their inspection, to remove all documents from their inspection that would tend to show what was going on.

So we are asking you to tell us, since you were down there practically all of this time, just what happened, with a view to trying to see that it doesn't happen any more.

Colonel HEALEY. Yes, sir.

I first became aware of this discrepancy at the time of the interview of the GAO team of which you speak.

The team had looked into a number of matters in addition to the airfield and in the exit interview the airfield was one item. I was startled at that time because, although I don't have the transcript to paraphrase the gentleman talking, who was Mr. Pratt of the GAO team, stated that it appeared that directives had been issued to miscode documents and it didn't look good and there was only one matter actually concerning me in this exit interview and it had only been settled and that had been settled in the exit interview.

Upon leaving the exit interview they had mentioned a public law, and though I thought I knew what it was I went back to my office to check it. The public law given in the transcript was wrong and it took me a little while to discover the public law of which I had been generally familiar.

Chairman DAWSON. Will you give us the public law involved, the number and name?

Colonel HEALEY. Sir, I cannot give the number but it is public law which describes certain types of construction including minor construction and applies certain dollar ceilings at different levels for approval.

Within a short time, perhaps the same day, and I am sorry that I can't be more definite, but this has been some years ago I was ordered by the then deputy post commander, Colonel Alexander, to take certain actions.

One was to reconstruct the account, and I used my deputy and some auditors for that purpose.

We reconstructed it and actually although maintaining the documents which were essentially purchase requests, we corrected the coding and to all intents and purposes constructed a second and correct file.

I also ordered a spot internal review of the system employed in the engineer's office, the post engineer's office to maintain this account, which—do you have that, Mr. Lanigan?

Mr. LANIGAN. Pardon me, go ahead.

Colonel HEALEY. To ascertain what had been wrong.

At this time the matter of miscoding was not too clear, the allegation had not been completely clear.

The study was completed, I think it perhaps took 2 or 3 days, I don't recall, by one of my management assistance people, and found that in essence there was nothing wrong with the system employed. It found some improvements which it recommended but in essence stated that the system itself was not at fault.

I also ordered as a strictly stopgap measure on this thing a quarterly spot audit of the minor construction projects of which I don't recall the exact number but somewhere in the magnitude of 20.

While these various actions were going on, other things were going on of which I am not really aware, I have never really been informed on them, but one day, I was called into the commanding general's office with others, including Colonel Connor, Colonel Jarrett, Colonel Potter, Major Swartz, perhaps one or two others, I don't recall, and we were given a verbal reprimand.

This was a great shock to me and I did not understand precisely what I was being reprimanded for. I did not question it at the time.

Colonel Conner was equally shocked, and I went and talked to him afterward and it was his view that I had been reprimanded for some—

Chairman DAWSON. Would you give the committee the approximate date when this occurred?

Colonel HEALEY. Sir, I would have to check my notes and I couldn't give a date. I made no record of it. It was perhaps a few weeks before my letter of reprimand, if I might check that I might be able to give an approximate date.

Shall I check the records?

Chairman DAWSON. Do you have them?

Colonel HEALEY. Yes, in my briefcase.

I would say, sir, in early June of 1960.

Chairman DAWSON. 1960?

Colonel HEALEY. Yes, sir.

I went about my business and in a week or two later, in this letter of reprimand, which is dated June 15, 1960, I received the written reprimand.

Chairman DAWSON. Relating to this airfield?

Colonel HEALEY. Yes, sir.

The written reprimand referred, if I may quote the first few lines,

It is indicated to me in a report of the Office of the Quartermaster General that you failed to exercise proper control over the supervision of expenditures with regard to Fort Lee airstrip project No. 10-57, and that your dereliction contributed to the exceeding of the operations and maintenance cost limitation.

Mr. LANIGAN. Could I ask you a question at this point?

Colonel HEALEY. Yes, sir.

Mr. LANIGAN. Have you seen the summary of pertinent facts of the Quartermaster Corps inspector general's report investigation re construction of airfield at Fort Lee, Va.?

Colonel HEALEY. I saw that yesterday, sir.

Mr. LANIGAN. Which is exhibit 37 in our file.

I would like to call your attention to paragraph 11 on page 5 of that report. That paragraph states:

The comptroller, Headquarters, Quartermaster Training Command, does not maintain any control by individual specific project to assure that expenditures do not exceed the funded cost limitation.

Colonel Ridlehuber maintained at the investigation that the comptroller and himself always knew the status of funds and that he had a good daily working knowledge in a general way of what funds were being utilized for.

(Exhibit 37—Summary of pertinent facts, Quartermaster Corps Inspector General's "Report of Investigation re construction of airfield at Fort Lee, Va." appears in the appendix on p. 321.)

Mr. LANIGAN. A similar sentence appears at the end of paragraph 17. I would like to ask you about two points there.

First, were you told that Colonel Ridlehuber had maintained at the investigation that you always knew the status of funds.

Were you told that before yesterday?

Colonel HEALEY. No, sir.

Mr. LANIGAN. Were you ever given an opportunity to comment or answer on that charge, to that charge?

Colonel HEALEY. No, sir, excuse me, sir.

Mr. LANIGAN. Pardon me, go ahead.

Colonel HEALEY. I could have answered—I have never seen the report of violation of the added deficiency account which went in and which I learned later was returned to Fort Lee because of some inadequacies, and it was not complete.

However, I had a memorandum for record here signed by Colonel Connor of a meeting held with the judge—with the staff judge advocate of Fort Lee at that time, Colonel Nolan, and which, this meeting had to do with whether people were going to furnish statements as they are not only authorized but supposed to do if they wished to do under that report of deficiency violation, and we were told that seeing Colonel Ridlehuber was considered to be responsible that we would not be required to submit statements, which I construed to be a, well, I don't care to use the word exoneration because I never considered myself guilty but at least a removal of the charge.

Other than that I was not given an opportunity to comment.

Mr. LANIGAN. Let me ask you this: Were you told that Colonel Ridlehuber or anyone said that the comptroller always knew the status of funds.

Colonel HEALEY. No, sir.

Mr. LANIGAN. So you didn't know that charge had been made against you by Colonel Ridlehuber?

Colonel HEALEY. I am not sure what you mean by the charge, sir.

Mr. LANIGAN. Well, that he had ever made that statement?

Colonel HEALEY. I did not know that he had made the statement.

Mr. LANIGAN. Did you know the status of funds as Colonel Ridlehuber had maintained according to this report?

Colonel HEALEY. As comptroller, it was my duty to always know the status of funds. I did not know the status of the accounting procedure, I should not say that, the accounting—I did not know at the moment what the status of expenditures against this construction project was, and there was a reason for that. I did not maintain the records and properly so, those records were maintained at the post engineer's office.

The statement that I always knew the status of funds is merely an accolade. Of course, I knew the status of funds. The comptroller has to know it. I had a budget of \$14 million that I had to keep track of. But this was a subsidiary account maintained in the office of the post engineer.

Mr. LANIGAN. So you are telling us now you did not know the status of that subsidiary account in the office of the post engineer?

Colonel HEALEY. Yes, sir.

Mr. LANIGAN. Will you proceed, unless there are some other questions. It just seemed that first paragraph is related to this charge of the inspector general's report.

Colonel HEALEY. May I comment just a little more on that?

Mr. LANIGAN. Go ahead.

Colonel HEALEY. I was struck yesterday with the first sentence there in paragraph 11:

The comptroller, Headquarters, Quartermaster Training Command, does not maintain control by any individual specific project to assure expenditures do not exceed the funded cost limitation.

That sentence is correct in the case of my construction of minor construction projects. It is not the case in many other types of accounting, for example, in the finance and accounting office, but as relates only to the airstrip project it is correct, and it should be correct, because the regulations charged that subsidiary account to be the responsibility of the post engineer who is under the general staff supervision of the G-4.

Chairman DAWSON. Who was the post engineer at this time?

Colonel HEALEY. I am not sure of the date, sir, first Colonel Jarrett, who was replaced by Colonel Pylant. I believe that at the time of the GAO exit interview, I believe that Colonel Jarrett was still the post engineer.

Mr. LANIGAN. Will you proceed with your statement?

Colonel HEALEY. Yes.

So the report was sent back, I did not see it, with the additional portions required by regulations, which have been left out the first time.

I, at one point, in this—I can't state the exact time, but subsequent to 15 June and not much subsequent, I talked to the deputy post commander about this letter, because it was not specific as to my derelict-

tion, and was generally told that accounting, failure to provide staff supervision over an accounting system was the charge, and I became aware that the atmosphere was not favorable for me to further pursue the point.

I consulted senior friends as to what they would recommend, and the conclusion which I came to, based on their advice and my own thinking was that I would wait and the thinking behind it was that someone was going to, someone of the numerous agencies that would get into this matter after the report of violation was going to question my—the way I was implicated.

The only other thing that occurred that relates directly to the airstrip was an imposition of a new ruling, which I favored heavily, by which when a project was approved, either at OQMG or higher the money was to come down by separate allotments which is, in fiscal language, the imposition of an administrative restriction which requires you to set up a separate ledger account in the finance and accounting office, covering that particular parcel of money and every paper that is processed against it has to be processed through the finance and accounting office, division it was, for what we call a certification of funds—money—and a commitment of funds, a much tighter control system.

I was later questioned, while on a trip to Washington in the Office of the Quartermaster General, by an officer whose name I cannot recall, in the Office of the OQMG inspector general, the Quartermaster Corps inspector general.

The questioning, as I recall it, and I never saw a transcript afterward of the questions or answers or the report until yesterday or the day before yesterday, I did see the report for the first time, but still have not seen a transcript of my testimony, had to do not with accounting but with whether or not I would feel that M. & O. funds could be charged to MOBEX.

I did not know at that time precisely, as I do know now, the reason for the question, and my answer generally was that I could conceive of situations under which funds might be charged to MOBEX but that I was unaware that there had been any such circumstances in Fort Lee.

I think that would be perhaps an accurate summary of what I said. It was a very brief questioning and that ended that portion of it.

Sometime later and, I would have to say approximately November of 1960, I believe, at the direction of the Secretary of the Army, the Comptroller of the Army was directed to send an Army Audit Agency special audit team to Fort Lee to look into this case and report, I believe, to the Secretary.

There were three gentlemen who came to Lee on that, spent I should imagine a week or more, although I am not sure, going into all files, and everything I was told was turned over to them, and they presented a report which I never saw before the day before yesterday but which I received a portion of in draft which it now transpires came out in the final report.

The report as I am told, has not been furnished this committee. I understand that portions of it were furnished to you. I do not think that the specific portion—

Chairman DAWSON. Do you know why they withheld certain parts of a report from us, or the reason they gave for withholding that from us?

Colonel HEALEY. I am sorry, sir, I do not know. I did not mean to imply any withholding. I believe the point was they gave you a summary and that the summary did not include this part; there is no reason; I meant to imply nothing.

In any event, if I may, I will read the one page which will be obviously of great personal interest to me.

We cite the case of Lieutenant Colonel Healey, Assistant Chief of Staff, Comptroller, QMTC, one of the officers who received a reprimand. Since the administrative control of funds had been delegated to the major program director, Assistant Staff G-4, QMGC, and actions were taken by other officers to misclassify costs to avoid disclosing the violation, it would be our opinion that Lieutenant Colonel Healey was not responsible for violation. We could not find any indications that Lieutenant Colonel Healey did or should have known about the violation under the circumstances.

That was a separate paragraph in the report.

Chairman DAWSON. Was that part of the report withheld from us? Did you get that?

Mr. LANIGAN. It was not in the summary, sir.

Could you tell us, was this report made after your reprimand?

Colonel HEALEY. Oh, yes. Considerably. The reprimand was June and this draft was dated December 15, and I believe that their study, although this was a very—we were aware at Lee of very high priority things so they worked fast and I think it probably was late November when they conducted their audit.

Mr. LANIGAN. Was this paragraph included in the final report?

Colonel HEALEY. Yes, sir. That is the same paragraph that I read to you in Rome.

Chairman DAWSON. Mr. Smith?

Mr. SMITH. Did you see other reprimands?

Colonel HEALEY. I have never seen another one.

Chairman DAWSON. What was the date of your letter of reprimand again?

Colonel HEALEY. June 15, 1960, sir.

Chairman DAWSON. When did you say you first became aware of the irregularities with respect to this construction project? Was that at the exit interview?

Colonel HEALEY. Yes, sir.

Chairman DAWSON. What was the date of that interview? Was it in 1959, December of 1959?

Colonel HEALEY. I am not sure that I gave the date, I can get it here, sir.

Chairman DAWSON. Well, I think probably I have the right date. It was in December of 1959.

I do have here one exhibit, I don't know whether it has been made available to you or not, Colonel, exhibit 21 in our files, which is a memorandum of a telephone conversation between Colonel Pennington of the Office of the Quartermaster General and Colonel Ridlehuber which took place on May 29, 1959, the telephone conversation discussing the problems that Colonel Ridlehuber was having with respect to getting a hangar for his airfield and getting it erected on the site all

within the \$25,000 limitation, and I call your particular attention to the last paragraph on page 1 of that memorandum:

Immediate problem is the purchase of a metal hangar building by erection of troop labor at a later date. I asked Colonel Pennington to assure the Quartermaster General that we would not recommend anything that would put him in an embarrassing position. In the case of the hangar it will be procured if purchase is approved for the aerial detachment and not directly associated with the airfield. In the case of physical inspection by Department of the Army representatives at some later date it can be explained that this is a temporary building, which will be moved to meet other storage requirements if and when no longer required at the airfield site.

(Exhibit 21—Memorandum of a telephone conversation between Col. James C. Pennington and Col. Walter R. Ridlehuber, May 29, 1959, appears in the appendix on p. 300.)

Chairman DAWSON. On page 2 it is indicated that you were among those to whom a copy of this particular memorandum was furnished.

Wouldn't the language in that last paragraph on page 1 excite your curiosity a bit as to what was going on with respect to this project?

Doesn't that appear on the face of it to be somewhat devious or do you recall reading this memorandum? Do you have any independent recollection of seeing it?

Colonel HEALEY. I agree that it would appear devious. I do not have any memory of reading it but I may well have. I would not be able to answer why, if I did read it, in the light of the present, I would say that I would be immediately alerted to something.

Chairman DAWSON. It would raise a red flag in your mind?

Colonel HEALEY. I don't wish to excuse anything if I have had any part in it. It would only point out what I am sure you know. As comptroller, I got rather vast amounts of paper.

Chairman DAWSON. Members of Congress are familiar with the fact that lots of material goes across a man's desk in the course of a day's work.

Colonel HEALEY. So that I could have been too perfunctory perhaps. Perhaps I read it and it triggered nothing. I was aware, I am not even sure how, but perhaps in staff meetings or in some way that at some point in time they had gotten an approval of a separate project covering a hangar.

However, I would judge that was after this, in fact, it must have been because they were asking. It would have to be approved by OQMG. In any event, although I certainly cannot deny that now it looks very odd, nothing about it triggered me at the time.

Chairman DAWSON. Do you have any particular recommendations to offer this committee, Colonel, as to how a repetition of this particular kind of situation could be avoided?

Have you given much thought to that? Or do you think that it arose largely because of the subjective attitudes of the people who administered the regulations here?

Colonel HEALEY. Well, I have given a vast amount of thought to it. Basically, my view is there was nothing wrong with the system that was in-being.

I am appalled that the thing happened but I would submit that if anyone agrees with me that that system was all right. The system itself, of course, will not do anything. It has to be used properly.

Chairman DAWSON. Those are all the questions I have.

Colonel HEALEY. Sir, I would like to proceed if you want my recommendations.

Chairman DAWSON. Sure, I am sorry, I thought you had finished.

Colonel HEALEY. However, as I said earlier the Quartermaster General's Office did put in a system immediately following this matter, of an individual project being funded individually by a piece of paper called a Visible Op, related only to that project, I like that system better, and the reason I like it better is because it puts the control of the money into a different agency than the one that is doing the work. It puts in Finance and Accounting and Finance and Accounting traditionally, I believe, has earned a reputation of being very rigorous in their controls of funds.

It puts in a dispassionate, completely dispassionate element. It provides even for a doublecheck to safeguard possibly just an error where you, perhaps, or a clerk makes an error and you think you have not reached a limit but in fact you have. This provides another check.

Now, that was administratively done by the Office of the Quartermaster General so far as I know, although I am completely out of touch with being assigned to NATO headquarters. I have been there a year in Turkey; I don't see any regulations. We use NATO regulations, not U.S. Army regulations, so I don't know but my recommendation would be that such a system be employed throughout on minor construction or any project which requires money and which requires approval by higher headquarters.

Beyond that, it was suggested later to me, that, in fact, in relation to my reprimand, we sort of departed at one point in time from the basis for reprimand and we got into audit.

And for the first time Mr. Lanigan showed me in Rome a letter which referred specifically to the fact that if I had properly conducted an audit program, I am paraphrasing, this would not have happened.

I was responsible for all audits that we were authorized, which, incidentally, doesn't cover this kind of account, but I was responsible for total review internally. This was not on the installation program of review and I have been asked why and there was no reason why.

I didn't have enough auditors to do everything, and we did the best we could. A program was made up and submitted to channels up to the Quartermaster General's office and was approved or disapproved or changed but I have submitted in other testimony that audits or internal review in this instance would have done nothing because as I reiterate the system was all right. It might have caught the violation, probably would have, but the results, if I had caught the violation, would be precisely what the results are when the GAO catches them.

At that time, you have incurred a violation and that is all there is to it, you report it by law I would say—

Chairman DAWSON. Wouldn't there be a possibility that some system could have been devised whereby this could have been caught earlier, though?

Colonel HEALEY. Yes, sir, I told you that I put in a spot audit, perhaps you were not here, quarterly, that would catch it earlier. The danger in an annual audit, of course, if a thing occurs in January it may be on the program for December, and a year goes by.

But the quarterly audit was designed to tighten the control over that thing and would reveal the violation sooner.

But basically, I get back to the same point if someone is going to juggle the papers I know of no way to know immediately that it is happening.

To conclude, sir, I want—I was ordered to Turkey and departed in January of 1961, and with the exception of the fact as soon as I got to Turkey I was immediately recalled to the United States for questioning by the Department of Army Inspector General, and then returned to Turkey, and I believe you have—I have never seen that report nor a transcript of my answers to questions, generally the tenor of the questioning of, of my questioning in that regard related to audit, "Why didn't you have it on the program for audit?" and so on and so forth.

I returned to Turkey and then I was called to Rome to meet with Mr. Lanigan and Mr. Romney, that was in December last, and there I was merely asked generally to do what you have permitted me to do today to give my story of the whole thing.

That is the end of the story, sir.

Chairman DAWSON. That was the effort of this committee to try to find out just what went on around Fort Lee that would let an incident like this go to the extent that it had gone.

We would hate to think that the Army was so lax or so unappreciative of the responsibility on them to comply with what was the law that a thing like this could have happened. You have been very cooperative wherever we have come in contact. When we have called upon you, you have given us, to the best of your knowledge, I believe, what you knew of the matter and we are very happy to know that the Army has taken some steps to see that a thing like this couldn't very well happen again; at least to place the responsibility and not have it in the condition that we found.

Also, we certainly set out to discourage the attempt to get around what is obviously the view of the Congress. The limitation placed upon a project was done for a reason, and yet we find here in this matter that everything was done by military men to avoid the \$25,000 limitation because they wanted an airstrip, when they could have gone about it according to law and gotten the same thing, if the Army had approved of it, and if Congress had joined them in it.

We thank you for the cooperation that you have given us.

Any other questions?

Mr. LANIGAN. Yes, I have a few.

Have you had any experience or training as a comptroller or auditor or accountant prior to the time you were made a comptroller at Fort Lee?

Colonel HEALEY. Yes, sir. None as an auditor, none as an accountant. In Japan I was assigned to the Quartermaster Section of Army Forces, Far East, the senior Army headquarters. I was chief, although not given the title comptroller, I was chief of a division called plans and control division for approximately 3 years, which essentially had the same functions as my job at Lee.

We controlled the moneys made available to the Quartermaster in Far East for obligations and I had a management division and a plans division.

So that I had had the experience as a comptroller.

Mr. LANIGAN. Were you aware of Army regulation 10-82 which sets forth the organizational functions of comptrollers in Army establishments?

I can show you that but I want to call your attention to one paragraph which states that the comptrollership in the Army provides the commander with special assistance in developing, improving, and maintaining such financial controls and procedures throughout the command as are required to insure the safeguarding and optimum utilization of resources.

Colonel HEALEY. I am familiar with that sentence, sir.

Mr. LANIGAN. You are familiar with it?

Colonel HEALEY. Yes, sir.

Mr. LANIGAN. Were you familiar with the "Comptroller's Guide" of July 1956 of the Department of the Army?

Colonel HEALEY. Yes, sir.

Mr. LANIGAN. Pamphlet 35-10?

Colonel HEALEY. Yes, sir.

Mr. LANIGAN. In that "Comptroller's Guide," I notice that they have a section on internal control, and I would like to read you one paragraph and then you can tell us what, if anything, you did to carry out this instruction or this injunction while you were at Fort Lee, particularly prior to this incident.

It says:

Internal control requires a plan of assignment of responsibilities to permit the work of one person or group to check that of another. This is achieved by separating functions and duties in such a manner as to minimize opportunities for concealment through fictitious or improper accounting and to separate operating or custody functions from those of a recordkeeping nature. Internal control requires that no single individual be given exclusive control over the physical assets, their custody and operation, and be given control over the recordkeeping for those assets. This is usually achieved by separating the recordkeeping work from its operating or custodial work and involves a segregation of functions and duties in such a manner as to minimize opportunities for concealment through fictitious or improper accounting. The most basic principle of internal control is to separate operating or custodial functions from accounting and recordkeeping functions.

Thus purchasing is separated from handling funds and individuals assigned to have custody over cash receipts must not be given access to records or receivables. The organizational assignment of responsibilities will vary with the type of installation, its size, its number of operating activities, its geographical coverage, and other factors which may be peculiar to the particular installation.

Whatever is done must lend itself to the establishment of clear lines of authority and responsibility.

I think you testified that the post engineer kept the project records and the project account, and that you didn't see anything wrong with that system. But isn't that system directly contrary to this injunction on how internal control should be maintained?

Colonel HEALEY. I do not find it so, sir.

In the first place, there was a separation as far as money, which it mentions there and bookkeeping was concerned. The bookkeeping which was done in the engineer's office was subsidiary bookkeeping.

The money bookkeeping and the general ledger were in the finance and accounting division which was under me and there is that separation plus the fact this new system that I advocate of getting money

by allotments with administrative restriction, again separates this business.

It is the first separation.

Mr. LANIGAN. You advocated this after this incident was revealed?

Colonel HEALEY. I did not—I didn't mean to take credit for it, sir, it was imposed but I do advocate it.

However, in the engineer's office there was a separation which is regarded as perfectly permissible under this thing. I think that you will find that the bookkeeping was done in a section of that office, I don't recall the name, but it is a bookkeeping section.

The documents which resulted in entries being made in the ledger on this project or any project, took place in other parts of the engineer's office, which are the operating elements, and in my opinion that satisfies the concept which is what you read.

I have been reading since the day before yesterday, when we left this room, so that I now know many things about this case that I never knew before. But you will recall that in the engineer's office there are at least four people or five, as I remember, involved in this thing, and that is one of the things that startles me, because that is part of this concept to separate and that is why I mention that the finance and accounting office is an excellent and dispassionate place to have papers processed that do involve money, but there were at least two or three sections in the engineer's office involved and that is separation of function.

Money was not there in the sense of cash.

Mr. LANIGAN. Would you say that one of the reasons the people involved were able to carry this off was because all of the records on the project were in the engineer's office and consequently under the control of the engineer and his assistant, who were doing the misrepresentation on the documents of the use of the material?

Colonel HEALEY. Well, I am not sure, I did not write the paragraph that you wrote, but to be blunt, I think one of the things that it means is if you have several people somewhat separated from each other, and they are in the engineer's section, the bookkeeping part is one place and the operational part is another that several eyes are better to cull out either errors or intentional miscodings.

Mr. LANIGAN. But isn't it the comptroller's responsibility to be one of the eyes that is seeing that this couldn't go on? Whereas if the project records are kept in the engineer's office, and are not looked at by the comptroller, he will never know what is happening to the project.

Colonel HEALEY. Well, I see your point.

However, by regulation, at that time, and I believe so far as I know it has not been changed, the post engineer is the active director who is charged with keeping subsidiary accounting records on many things, including minor construction projects.

So that there would be nothing to trigger me to recommend changes in that, and although it is after the fact, as I mentioned, I had an excellent management man go down and study his system, the things that were already done but the finding was that the system was all right, and that it had the inherent controls in it to make the work, to make it work.

If I had recommended otherwise, the only thing I could have recommended, and it would have required an approval because of it, because of the special regulation which I can't cite which sets up Army new accounting practices, I would have moved it to the finance and accounting division. We do that on commitment accounting.

If anybody wants to deliberately miscode, even at that juncture it is very difficult to or it might be difficult, I will put it that way, to ascertain that there was a miscoding particularly in such items as gravel which were on some of the PR's here. We do use gravel for road maintenance and normal post operations, so that it isn't unusual to buy gravel, and if a man miscodes it to post R. & U., 9000 series of accounts, it would be difficult to catch it. I am not sure at the moment how you could, by your internal review and audit system, but a post like Lee is big and you can't be everywhere at the same time.

Mr. LANIGAN. Was the finance and accounting officer under your supervision and in your office?

Colonel HEALEY. Yes, sir.

Mr. LANIGAN. I would like to have you look at two exhibits, 26 and 27, in which the words "I certify that" had been crossed out, and yet were signed for the fiscal officer.

Wouldn't it be the responsibility of the people under your supervision to notice that such language was crossed out and report that to you or to the finance and accounting officer?

(Exhibit 26—Local purchase request No. 2107—M from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, June 5, 1959, appears in the appendix on p. 306.)

(Exhibit 27—Local purchase request No. 92—G from the post engineer, Fort Lee, Va., to the purchasing and contracting officer, July 24, 1959, appears in the appendix on p. 307.)

Colonel HEALEY. I am somewhat at a loss. I am sure there is an answer to this in the case of, is it exhibit 27, I note that the phrase "Subject to the availability of funds" has been added which normally means, it is hard to say on July 29, but perhaps generally it means you have not received your allotment of money, but some process has to go through so you are going to go through the process and if the funds become available then the papers are processed but I do not readily discern any reason for X-ing out "I certify that" this signature, Mrs. Mann for Major Yates who at that time was my chief of finance accounting division, was the one who normally would commit funds in the case of a purchase request which these are.

I don't—I just don't understand why it was crossed out.

Mr. LANIGAN. We had testimony by Colonel Pylant in the case of exhibit 27, and in the case of other purchase requests that he had crossed this out because he thought he wasn't the certifying officer, but my question was wouldn't it be the responsibility of the people in your office who have to sign the certification to alert the office that the certification had been crossed out, and that the purchase request was not in proper shape?

Colonel HEALEY. Yes, sir; it would be, if it was in the—if it was not in the proper shape. I don't understand why Colonel Pylant would have any interest in the last paragraph, which is not his certificate in the first place.

Mr. LANIGAN. I am not questioning that he might have assumed he was signing when he really wasn't. My question was as to the person who is supposed to certify it, signing it when the certification has been crossed out by someone else.

Colonel HEALEY. I would say it was most—

Mr. LANIGAN. That would be something that should have been called to someone's attention to alert them to find out what was going on here.

Colonel HEALEY. Well, assuming that it was crossed out, X-ed out when it went to finance and accounting, I am astonished that it wasn't—that something didn't happen.

Now, I have copies, thermofax copies of these, and frankly, I never noticed and believe me, I am familiar with these papers now, I never noticed that it was X-ed out.

Mr. LANIGAN. Well, I think you will find, we have thermofax copies that the X-ing out shows on those. It may be you never noticed it yourself.

Colonel HEALEY. I did not, sir.

Mr. LANIGAN. The point is, that some things were happening that might have alerted your office if the people in it had been alert to the documents going through.

Mr. ANDERSON. May I ask who is Glenadine Mann? Is that a civilian employee?

Colonel HEALEY. Yes, sir.

Well, I cannot answer, sir, I never noticed that it was X-ed out. I would think Mrs. Mann would be startled. It could be that Mrs. Mann, like me, didn't even notice it was X-ed out. I don't condone that. But I can't account for it.

Mr. LANIGAN. This X-ing out, was it ever called to your attention?

Colonel HEALEY. No, sir.

I would like to point out that the first person's attention that it would be called to would be Major Yates, probably, and he had a deputy so it might well have been the deputy, then Major Yates. If he found some significance in it he would report it to my deputy, GS-14 civilian, and if he found it of significance he would report it to me and I couldn't say it hadn't been reported at some level or commented on, I don't know.

On the face of it there is nothing about the purchase request other than the X-ing out which would trigger Mrs. Mann or any other commitment clerk to be suspicious of the purchase request. It is for stone, and as I say, we on a post like that purchase stone. I would be a little surprised if she noticed that the "certify" is crossed out because she is accustomed to certifying. Colonel Pylant is not accustomed to certifying these. These are certificates that funds are available and you have not overobligated.

Mr. LANIGAN. How many purchase orders come through the finance and accounting office a day, do you know?

Colonel HEALEY. I can't answer, sir. It would not be an even number. It would be peaks and valleys.

Mr. ROMNEY. Colonel Healey, what responsibility did the office of the comptroller have with respect to the post engineering section?

Colonel HEALEY. As assistant chief of staff comptroller, it was written in my functions that I have general staff responsibility over all

accounting so from what we would call a technical standpoint I would be responsible for accounting, either in the post engineer's or in the units, on their unit funds or any place in Fort Lee that did accounting.

Mr. ROMNEY. What coordination took place between your office and the post engineering section, of any kind?

Colonel HEALEY. You mean with specific regard to accounting?

Mr. ROMNEY. Yes.

Colonel HEALEY. Well, I could not say that there was regular coordination, in fact, I don't remember any specific coordination with respect to accounting. We had been set up, it had been done in the year just prior to becoming comptroller, what is called the Army command management system which is a system of integrated accounts and codings by function and rather complicated management system.

At that time the comptroller, had from a staff standpoint, done a vast amount of work in the putting in of this Army command management system.

By the time I moved in as comptroller, it was still in the—it was going well, but there were still things to be ironed out, and my people were frequently out at the cost centers and one would be at the engineer's working on the details of this as I say rather complicated and radical change from what we had done before but I cannot give specific instances of coordination.

Mr. ROMNEY. Earlier in your testimony, Colonel, you mentioned a study done by the chief of your management assistance division in connection with the actions taken to improve controls over accounting, following the GAO audit disclosures.

I have here a copy of this report signed by Clyde T. Yandle, the chief of the management assistance division, and it is dated May 19, 1960.

(The complete report is in the subcommittee files.)

Mr. ROMNEY. One of the findings in this report is—

No system deficiencies of significance were noted during the study. However, several areas warranting consideration of improvement are brought out in paragraphs (b) and (c) below.

In paragraph (b) the system used by the post engineering cost accounting section is described, and the paragraph (b) states that—there was no one single place where current cost information on a given project was immediately available,

I quote further from this paragraph (b)—

In order to provide current total project costs as many as seven or more source records must be referenced. In connection with these comments the following points are made.

In the post engineering cost accounting section it was necessary to go to seven or more different sources to get current total project costs. How was it possible to maintain any kind of adequate control over funds which were under administrative or statutory limitations?

Colonel HEALEY. Simply by consulting all seven, six are subsidiary—they are not even subsidiary accounts.

I agree that the improvement was necessary, and I would say desirable, but it does not in my opinion, remove the fact that it was possible to consult the several accounts, maintained in the one section,

the bookkeeping section, and ascertain where you stood in relation to any project.

The fact that there was no other violation to me is indicative of the fact that the system worked, and the management generally was not, Mr. Yandle signed it but I think you will find Mr. Veasey actually made the study.

Mr. ROMNEY. Earlier in our hearing I think Major Swartz testified that he had kept his own record of the project 10-57 for his own purposes. This suggests that there was no simple way for an officer or an employee to keep tab on the expenditures except by an ad hoc memorandum record kept by the individual.

If it was necessary to go to seven or more different reference sources, would this not really seem to be a system deficiency in the post engineer's cost accounting section?

Colonel HEALEY. I would say yes, it would. I am sorry that I didn't catch it earlier by an internal review.

Mr. SMITH. I have another question.

Did I understand you earlier to say that some order or action came through that you interpreted as exonerating you?

Colonel HEALEY. Sir, the Army Audit Agency report.

Mr. SMITH. And that report, did I then understand you to say seemed to indicate that the sole responsibility was on Colonel Ridlehuber?

Colonel HEALEY. I did not say that, sir.

Mr. SMITH. Was that the effect of the report as you understood it? If it exonerated you, on whom did it put the blame? Your testimony has in effect been that there was no mechanical error. Then it must have been a human error; so it's got to be error by somebody.

Colonel HEALEY. I am trying to recall. I read the report just yesterday. I can't recall whether or not it pinpoints blame.

Could you help me, Mr. Lanigan? From your summary that you were given, did it pinpoint blame?

Mr. LANIGAN. I think we furnished you with a copy of the summary.

Colonel HEALEY. The AAA report, sir.

Mr. LANIGAN. Yes. You have a copy of it.

Colonel HEALEY. Sir, this is the inspector general, OQMG Inspector General.

Mr. SMITH. What I am getting at is this: According to the testimony of all the witnesses it does seem to point toward Colonel Ridlehuber, but I am wondering if there has been some action or some report that indicated that witnesses should point toward him.

Colonel HEALEY. No, sir. There was nothing like that in the AAA report.

Mr. SMITH. No understanding of any kind that the blame will be shifted on one person?

Colonel HEALEY. No, sir. I was picked out in the report and it gives one paragraph merely to state and I used the word "exonerate" myself. They did not find the word "exonerate," they merely said they find no way that I was concerned or should have been concerned and I considered that exoneration.

This is a summary, and I didn't read it because I had the full report.

Mr. SMITH. I have a copy of the exhibit but I wanted to know your interpretation.

That is all, Mr. Chairman.

Colonel HEALEY. I do not find anything specific in this summary.

Chairman DAWSON. Any other questions?

Thank you very much, Colonel.

Colonel HEALEY. Thank you, sir.

Chairman DAWSON. Our next witness will be Col. James C. Pennington.

Do you solemnly swear that the testimony you are about to give to the subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

Colonel PENNINGTON. I do, sir.

Chairman DAWSON. Will you identify yourself and give your rank and present post of duty.

**TESTIMONY OF COL. JAMES C. PENNINGTON, GENERAL STAFF,  
ASSISTANT CHIEF OF STAFF, G-4, U.S. ARMY, RYUKYU ISLANDS**

Colonel PENNINGTON. I am Col. James C. Pennington, general staff, assistant chief of staff, G-4, U.S. Army, Ryukyu Islands.

Chairman DAWSON. Have a seat.

You have been present and you heard the questions and the testimony, so far, and I guess you have been acquainted with what has gone on heretofore, have you not?

Colonel PENNINGTON. Not entirely, sir.

Chairman DAWSON. We are seeking to place the responsibility or to determine how it could happen in our military service that what could have gone on down there and did go on down at Fort Lee, contrary to the laws passed by the Congress and contrary to what our understanding was of the procedures within the Army.

I had a brief session with the Army in World War I but that has been quite a time ago and you have changed your rules since then, and this is an inquiry to try to bring this to the attention of the military so that it could never happen again.

It ought not to be permitted to happen again; that is, a situation where those who are charged with the responsibility will act contrary to law and seek to hide their hand in shifting expenses from one account to another contrary to law, and to avoid the restriction placed by law. If we are to be a law-abiding nation then the law should apply to everybody equally. This did not happen in this instance. They set out to do a thing and they did it contrary to rules, regulations, and what was required of them by law.

You have heard the testimony.

Do you have a statement to make? Have you a prepared statement?

Colonel PENNINGTON. I have not, sir. I am ready to cooperate in any way possible.

Chairman DAWSON. From your knowledge of this incident so far give us your statement—

Colonel PENNINGTON. Yes, sir.

Chairman DAWSON. Concerning it.

Colonel PENNINGTON. May I start from the beginning here?

Chairman DAWSON. Surely.

Colonel PENNINGTON. And refer to records, sir, and that is to point out my duty assignments during the period of this report.

Chairman DAWSON. Surely.

Colonel PENNINGTON. I was assigned to the Office of the Quartermaster General on the 14th of January 1957 as Chief of the Memorial Division, Office of Quartermaster General.

Shortly after that assignment I was called in by my immediate superior and he indicated that he was losing the chief of the installation division for a period of time and was assigning me up there during the period of his absence, and I was, therefore, assigned on 9 February 1957 as the chief of the installation division to replace Col. Oliver Harvey, who now is Major General Harvey, as chief of the division while he was away at school at the Harvard business course which was a short course conducted at Harvard.

In June of that same year Colonel Harvey returned and replaced me as chief of the division.

I was assigned two duties at the time as chief again of the memorial division and remained assigned as the deputy to the installation division.

On the 26th of July 1957, I was assigned as deputy chief of the installation division and relieved as chief of the memorial division. The one instance that took place just prior to this, on the 3d of July 1957, I was admitted to the hospital, Dewitt Hospital, Belvoir, and remained a patient off and on until February of 1958 when I was operated on and released from the hospital.

Then on the 27th of May of 1958, I was assigned again as chief of the installation division upon the departure of Colonel Harvey to another job.

I bring this up because of my association with this particular project in the beginning; in fact, I didn't have any association. The first actions that came to me on the project at Fort Lee were during the year of 1958, when we had an approved project that had been worked on, and we were working with Fort Lee to get the additional items that would be required to make this an Army airfield.

If I recall, and I don't have records or dates to substantiate the time, we did receive from Fort Lee by request—they were to send in the line items that would be required to construct a standard Army airfield.

I don't recall the number of line items but it did include lights on the field, power that we brought to the field, water for the field, hangar and the tower, and those were put into our MCA 1960 program and submitted to higher headquarters to DA for inclusion in an MCA program.

Mr. LANIGAN. You say the hangar was in the MCA program?

Colonel PENNINGTON. The hangar was a line item in the MCA program for 1960 (exhibit 49).

(Exhibit 49—Priority schedule of the fiscal year 1960 military construction appropriation program, Fort Lee, Va., items and estimated cost appears in the appendix on p. 404.)

Colonel PENNINGTON. Subsequent to that, the next actions that I am aware of in connection with the project in question was a letter from

Fort Lee, indicating that there were certain waivers required before we could get a standard Army airfield, and I don't recall—some nine waivers. We had to send forward to the Engineers for granting a waiver before we could construct a standard airfield.

May I consult a record here to indicate on that?

Mr. LANIGAN. Didn't the information come from the Engineers to the Quartermaster General rather than from Fort Lee to the Quartermaster General, that waivers were required?

Colonel PENNINGTON. Sir, I am not positive of that, but I would refer here—we did get back and I will refer to the record, a letter from the Chief of Engineers enclosing a memorandum from DCSLOG, I mean from DCSLOG to DCSOPS, dated 29 January of 1959.

And the letter that transmitted it back to the Quartermaster General, indicated, and I may—if I may read from the letter that we transmitted on to Fort Lee, and I don't have a copy of the transmittal that came down from the Engineers, enclosing the 29 January memorandum, I presume is a copy of the record, and this letter that we dispatched to Fort Lee bearing this information was dated 24 February of 1959, wherein we stated in paragraph 3 of the letter:

The Chief of Engineers has forwarded to the QMG copy of comments of the Director of Army Aviation, DCSOPS which concludes "in view of the number of obstructions at Fort Lee which will preclude instruments and night operations from the presently proposed site DCSOPS recommends that a new airfield site be selected at Fort Lee which will meet standard Army airfield criteria—and they indicated in enclosure 2 which was their 29 January 1959 document.

Mr. LANIGAN. Could I interrupt?

Would you interpret at that point that waivers had been denied?

Colonel PENNINGTON. No, sir; may I read further?

Mr. LANIGAN. Yes.

Colonel PENNINGTON. Paragraph 4 of the letter stated—

It is requested that the QMG be advised

this is a letter we were sending out—

whether an airfield site which will meet Army standard airfield with instrument approach criteria to see appendix 2 to reference C, and reference C was copy of Engineers Manual 111-3-3311, is capable of being sited on Fort Lee.

If I recall correctly and I am recalling from memory, the letter that we received from the Engineers stated that we queried Lee to determine whether we could site but did not indicate that what we were doing at Lee should be stopped, and we continued on the project.

Mr. SMITH. You knew then at the time you requested clearance on this that the project was already practically complete?

Colonel PENNINGTON. Oh, no, sir; absolutely not.

Mr. SMITH. You didn't know that?

Colonel PENNINGTON. Oh, no.

Mr. LANIGAN. Could I ask a question?

Colonel PENNINGTON. But may I go on, excuse me, sir.

Mr. LANIGAN. Were you—did you make yourself aware of the document in which the project 10-57 had been approved by the Office of the Quartermaster General?

Colonel PENNINGTON. Absolutely, sir.

Mr. LANIGAN. And were you aware of the second limitation in 2(b) ?

No work should be accomplished that will conflict with ultimate completion of the airstrip in full accordance with the criteria contained in EM 1110-3-311, dated 15 June 1957.

This should include maintenance of all prescribed clearance for structures or other obstructions during present or future stages of construction.

Now, when you got this letter of January 29, 1959, you must have known that it could not meet the criteria for an Army airfield because it says deputy chief of staff for operations took the position that all new Army airfields should be located and constructed so that ultimately an instrument approach procedure may be developed and that procedure was contained in EM 1110-311, was it not?

Colonel PENNINGTON. That is correct, sir.

Mr. LANIGAN. So you know you could not meet that requirement when you went on spending money?

Colonel PENNINGTON. If I may say, I did not know that at the time, sir. They did not specifically state that we would not get waivers but go back, but certainly I could assume from the letter that we would have waivers we would have to overcome if we expected to have a standard airfield.

But going back to the initial project that we had approved, was to build an airstrip at Fort Lee to accommodate the four or five planes that we had stationed at Fort Lee, not necessarily—we had hoped to come up certainly all the way along and certainly hoping at this time for a standard airfield.

Mr. LANIGAN. This says you shouldn't do any work "that will conflict with the ultimate completion of the airstrip in full accordance with the criteria for an airfield," so even though you were building an airstrip you were supposed to build it so that an airfield could eventually be developed into an airfield, isn't that correct?

Colonel PENNINGTON. I agree with you, sir.

Mr. LANIGAN. And you had this obstruction problem on which you hoped to get waivers?

Colonel PENNINGTON. Correct, sir.

Mr. LANIGAN. But you had not yet received them?

Colonel PENNINGTON. No, sir.

Mr. LANIGAN. Will you proceed, please?

Mr. SMITH. Do you mean you expected waivers to come through that would indicate the field would be built even though you would have to land downwind to avoid the obstruction?

Colonel PENNINGTON. Well, I don't know what you are referring to downwind.

Mr. SMITH. Well, I am referring to—

Colonel PENNINGTON. To avoid the obstructions. I am not that familiar with the airfield, sir.

Mr. SMITH. I am referring to the report from G-3 March 31, 1959, concurring in an immediate study for a suitable Army airfield, and going on to point out that landing with the wind is considered hazardous and should be attempted only for unusual and emergency conditions, and that to avoid these obstructions would require landing downwind at times.

To avoid the obstructions there are times one would have to land downwind, isn't that right?

Colonel PENNINGTON. I assume yes from reading what you read there, it would require that but I had no knowledge of that at the time.

Mr. SMITH. Well, just in any case, if there are obstructions at one end of the field, to avoid those obstructions when the wind is coming from the opposite direction one must land downwind, doesn't one?

Colonel PENNINGTON. I am not an aviator, sir.

Mr. SMITH. You don't have to be an aviator to know that. Wouldn't you need to know that in your position that you had at the time?

Colonel PENNINGTON. The Engineers, you will recall, reviewed the project, approved the project on submission by the Quartermaster General, and of course, I wasn't there at the time when this was going through, and I believe I could assume that they had considered this when they set up the directions for the airstrip but that is an assumption on my part, sir.

But I must agree with you if you have got obstructions and have to land downwind it would seem to me to be a hazardous operation.

Mr. SMITH. In your consideration of this whole matter, did you consider availability of a civilian airfield for the use of these five planes nearby?

Colonel PENNINGTON. Yes, that was discussed. And a problem exists at least of going to Blackstone, I don't remember the mileage, I believe I heard the figure 40 miles, also the utilization of Petersburg, and also the utilization of Byrd Field, and the matter of transporting personnel and equipment and losing the time of the day by that transportation, because, and I will say Fort Lee to desire a strip on the base at Fort Lee to avoid the loss of time of going to these out-of-the-way services.

Mr. SMITH. In your capacity did you give any consideration to the fact there was a grass strip already there that had been used most of the time for the same type landing?

Colonel PENNINGTON. At this time, no. I say if I may recall back from reading at the time I took over in the capacity that I held at the time we are now discussing, I did not pass on the project one way or the other.

However, I was aware that there was a grass strip at Fort Lee over back of the warehousing. I don't know the direction from where this particular strip is built, I have never seen it. I have seen the grass strip, though, it is a very short strip.

I believe someone described that the other day when I sat here and listened that it was wooded on the, I would say, on the northwest end, if I know my directions correctly, that a pilot would have to take off and go up over those trees which was quite dangerous.

Mr. SMITH. Just like it would have been dangerous for this new airstrip with obstructions at one end.

Colonel PENNINGTON. I don't know, sir, I don't know how close those obstructions are, I have not seen the strip and I am not in position to comment on it.

Mr. SMITH. Nothing as high as a radio tower though, such as was at the end of this strip.

Colonel PENNINGTON. I say I haven't seen the strip so I don't know, sir. I can't comment on it. I actually have not seen the new strip so I don't know.

And also and I believe I am quoting Colonel Jarrett, who described the field, and indicated that under rainy weather or rainy conditions the field became quite soft and was dangerous for aircraft to land on the field.

May I proceed, sir?

Chairman DAWSON. Yes.

Colonel PENNINGTON. Or are there other questions on the points?

Mr. LANIGAN. That is all for the moment.

Colonel PENNINGTON. Yes, sir.

Going on from there in early February then, we forwarded this letter to Lee asking them to come back with a reply as to whether or not there was another available site.

Chairman DAWSON. What is the date of that letter?

Colonel PENNINGTON. The date of that letter is February 24, 1959, sir.

Sometime after this letter and I don't recall the date, a Col. Hans Weisemann, who was, I believe, the deputy G-4 at Fort Lee, came to my office with a first endorsement, I don't have a copy of this endorsement and I don't have all the details of it and my review of the record in the last couple of days in trying to reconstruct some of the events, and reading the transcript of a telephone conversation that Colonel Weisemann and I allegedly had with Colonel Ridlehuber.

Chairman DAWSON. Did you have it or didn't you have it?

Colonel PENNINGTON. I am sure we must have had it.

Chairman DAWSON. That is not alleged because you had it.

Colonel PENNINGTON. I withdraw the statement, sir, I am sorry.

The conversation that we had was in connection with, I believe, the endorsement or reply to my letter asking if there was a site.

Apparently that letter did not have an answer because in one paragraph I believe he stated that I indicated to him that all I wanted was the reply to my letter requesting whether or not there was a site available.

And I would not accept the endorsement because it did not give me an answer, I told him to take it back, and get me a reply specifically stating whether or not there was a site available.

That reply was forwarded to me under date of April 14 of 1959. I presume this is part of the record.

Chairman DAWSON. Yes; what was the reply?

Colonel PENNINGTON. The reply to me was, addressed to the Quartermaster General—

reference conference at the Office of the Chief, Installation Division, OQMG on April 7, 1959, attended by Colonel Weisemann of this command, an airfield which will meet standard Army airfield with instrument approach zone criteria is not capable of being stationed on Fort Lee.

Mr. LANIGAN. Could I interrupt you there?

We do happen to have a copy of the first endorsement dated April 6, 1959. The first paragraph stated, this is exhibit 17:

An airfield which will meet standard Army airfield with instrument approach zone criteria is not capable of being sited on Fort Lee. The reformatory road is the only site available in Fort Lee and there are 10 obstructions as outlined in enclosure 3 which appear to preclude instrument approach.

(Exhibit 17—Memorandum from Maj. Gen. Alfred P. Denniston, commanding general, Fort Lee, Va., to the Quartermaster General re

fiscal year 1960 military construction appropriation program, aviation facilities, April 6, 1959, appears in the appendix on p. 292.)

Mr. LANIGAN. So that did answer your question.

It must have been some other reason you wanted not to have it in the file.

Colonel PENNINGTON. I can recall no other reason at the moment, sir. I know of none, I can't recall.

Chairman DAWSON. You seem to be reading just extracts from your different memorandums to suit your attitude.

Colonel PENNINGTON. Absolutely not. I will read the entire one if the committee so desires.

Chairman DAWSON. We want a factual statement of what happened and what didn't happen as to what led up to this fiasco that was pulled off down there where you went out of your way to bypass the law and the wishes of Congress. The project that should cost \$25,000 ended up with \$500,000 and you knew about it or should have known about it.

Colonel PENNINGTON. May I continue, sir.

Chairman DAWSON. You may answer either you did or you did not.

Colonel PENNINGTON. No, sir, I did not.

Chairman DAWSON. Yes, you may proceed.

Colonel PENNINGTON. Thank you, sir.

Mr. SMITH. You do agree, however, in view of what Mr. Lanigan read that the reason for not accepting this document you put in the file could not be what you originally said?

Colonel PENNINGTON. Apparently so, because I did not have a copy of this document and at the moment I do not recall and it is not indicated in the memorandum that I read the reason for returning the document, as I recall.

May I proceed, sir?

Chairman DAWSON. Surely.

Colonel PENNINGTON. Along about the same time, we received a letter from the commanding general of Fort Lee addressed to the Quartermaster General outlining what had been accomplished so far on the strip and requesting an additional \$18,000 of TDY funds to bring the battalion back the second summer to finish the airstrip (exhibit 50). He had been informed, we had informed him, that we had not gotten waivers, we could not construct a standard Army airfield, and that he indicated he had read or the letter we had sent him indicating that the projects for the standard airfield had been withdrawn from our program, and he estimated the value of the work that had been done on the strip to approximate, I believe \$450,000, and of that amount he further indicated that \$25,000 was for oil of which they had bought approximately all the materials that they could buy within the limitations as allowed by the project.

(Exhibit 50—Letter from Maj. Gen. Alfred B. Denniston, commanding general, Fort Lee, Va., to Brig. Gen. R. T. Evans, Jr., February 16, 1959, appears in the appendix on p. 405.)

Mr. LANIGAN. Could you state again, who was this that you were referring to?

Colonel PENNINGTON. This was General Denniston's letter to the quartermaster general. This letter by endorsement dated February 24, 1959, is an interoffice reference sheet that I am referring to, was sent from the Deputy Quartermaster General to the Office of the

Comptroller, and the message stated, "For preparation of reply for my signature in coordination with the Installations Division" and "(Dear Denny)" signed "Evans."

Mr. LANIGAN. Isn't it a fact that on the 19th of February you had told Colonel Shirley to go ahead with the \$18,000 and that a memorandum for the record would be made to that effect, but that you wouldn't answer the letter?

Colonel PENNINGTON. Yes, sir.

May I proceed on, that is a part of this document I have in front of me, sir.

At some time, I don't remember the exact date, around the 19th, whether I was called by General Evans, I don't recall, but I did go down and discuss the reply to this letter.

It wasn't directed to my Division to reply but to indicate they coordinate with me and I went down and discussed the project with General Evans, the fact that it was primarily, "Did you have money we could provide to Lee". I indicated to him I had discussed the matter with the Comptroller who handled money because the money, I did not dispense. That wasn't within my area of responsibility.

I had—I knew generally how far we had gone in the construction of the field at Lee and I am sure we must have discussed the refusal for waivers, the fact that the projects had been removed from our MCA 1960 program, that we could not accomplish or realize a standard Army airfield.

However, we could provide a suitable landing strip for the aircraft that flew off and on Lee in aerial supply mission.

Mr. LANIGAN. Did General Evans ask why you had gone so far with the strip when it was supposed to have been able to be made into an airfield from the time it was first approved. That was a limitation on the original approval?

Colonel PENNINGTON. I don't recall, sir, if he did or not. That was some 2 years ago, and I don't recall that he asked me that question specifically. But it was a question of money and whether or not we should provide the money to bring the battalion back to make a usable facility since we had invested the amount of money or the valuation was stated by General Denniston as approximately \$450,000 worth of work had gone in.

Chairman DAWSON. But that had been invested contrary to law.

Colonel PENNINGTON. Beg pardon, sir?

Chairman DAWSON. You were limited to your original investment there to—

Colonel PENNINGTON. May I repeat, sir, that he also further stated that the limitation of \$25,000 had not been exceeded, if I recall correctly, but he was estimating a value of something that he had on the field that had been worked on by the Engineer troops.

Chairman DAWSON. But you knew that limitation had been exceeded at that time, didn't you?

Colonel PENNINGTON. Sir, on my word, I did not know. If you recall Colonel Healey's statement here before you, he being on the field did not know, and I was in Washington and I didn't know.

Chairman DAWSON. I recall a whole lot of things that were said after the fact, after they had gone ahead and participated in this maneuver to get what they wanted contrary to law. Then certain-

ly they didn't come out and say, "Well, I knew it was wrong, but I willfully and purposefully did wrong," but having the knowledge that there was a limitation on them and then scheming and calculating how to get around that limitation in itself showed the conspiracy, and showed that they knew what the law was and there was an effort to evade the law.

Colonel PENNINGTON. I knew the law, sir.

Chairman DAWSON. If you knew the law then you knew they were evading the law.

Colonel PENNINGTON. Sir, in my letter—

Chairman DAWSON. It is not what is in your letter, it is what ought to be in your knowledge. You can remember, as you sit there only what you want to remember. An incident that happened in your life, in your course of duty 2 years ago, isn't going to fade from your memory all of a sudden so that you will forget what you now conveniently are remembering, what you want to remember, and forgetting things that would show a knowledge on your part of what was actually happening.

Colonel PENNINGTON. Sir, I did not have knowledge of exceeding the \$25,000 O. & M. limitation.

Mr. SMITH. Why did you want to get things out of your file and get rid of this piece of paper of February 1959? What was bothering you about any of those pieces of paper in your file?

Colonel PENNINGTON. I don't know what pieces of paper you are referring to, sir. I thought it was the endorsement that was read that didn't answer my query to Fort Lee as to the possibility of locating the airstrip at another site at Fort Lee?

Mr. SMITH. At this point, did you feel you had a bear by the tail and you just had to go on with it?

Colonel PENNINGTON. Absolutely not.

Mr. SMITH. You didn't?

Colonel PENNINGTON. No, sir.

Chairman DAWSON. This is on June 1, 1959, telecon between Colonel Pennington OQMG and Colonel Ridlehuber on May 29, 1959, at the P. & C. office received a call from Colonel Pennington, OQMG concerning my personal letter of 25 of May 1959 reference operating facilities for landing field. Colonel Pennington stated that he had taken this matter up with General McNamara for guidance on our future course of action.

So you must have known that there was something wrong even back at that date.

The Quartermaster General is concerned over the possible repercussions from exceeding the \$25,000 project which was authorized for the airfield.

and now you claim you have no knowledge of it, and back there you showed a knowledge of it.

Colonel PENNINGTON. No, sir; if I may differ, the knowledge that I showed, I believe there reflected after my discussions with the Quartermaster General, in the letter that we received of February 24 and one paragraph of the letter from General Denniston indicated—

We have purchased those materials that we were authorized to purchase in the O. & M. project.

Chairman DAWSON. Authorized by whom?

Colonel PENNINGTON. By the project that was authorized by the Chief of Engineers.

In the Chief of Engineers project for \$141,000 of which \$25,000 was to be O. & M. the other was charges for troop labor, for per diem training, and so forth, over and above the \$25,000.

That is all—

Chairman DAWSON. That for troop labor, for training and so forth, was an effort to keep expenses down and to spend money and get it charged to some other outfit in building this airstrip.

You used them to build the airstrip. You weren't giving them any training there.

Colonel PENNINGTON. May I go on, sir.

Chairman DAWSON. And about that hangar.

Colonel PENNINGTON. Yes, sir.

Chairman DAWSON. Did the hangar belong to the airstrip?

Colonel PENNINGTON. May I give you some background?

Chairman DAWSON. You may give me an answer. You know whether it did or didn't.

Colonel PENNINGTON. It did not under the approval.

Chairman DAWSON. I am not talking under the approval.

Colonel PENNINGTON. Of the Quartermaster General.

Chairman DAWSON. But you tried to avoid that by assigning it to somewhere else, the expenses of it, to some other outfit, when you knew it was going to be used with the airstrip, didn't you?

Colonel PENNINGTON. No, sir. If you recall in my letter—

Chairman DAWSON (reading from exhibit 21) :

The immediate problem is the purchase of a metal hangar building for erection by troop labor at a later date. I asked Colonel Pennington to assure the Quartermaster General we would not recommend anything that would put him in an embarrassing position.

Colonel PENNINGTON. May I comment on that, sir?

Chairman DAWSON. I haven't quite finished reading it.

Colonel PENNINGTON. Excuse me.

Chairman DAWSON (continues reading)—

In the case of the hangar it will be procured if the purchase is approved and the P 2000 funds are available for the aerial detachment and not directly associated with the airfield.

(Exhibit 21—Memorandum of a telephone conversation between Col. James C. Pennington and Col. Walter R. Ridlehuber, May 29, 1959, appears in the appendix on p. 300.)

Chairman DAWSON. But you knew it was going to be and it was intended to be and you were willing to enter into a conspiracy that it wasn't to be.

Colonel PENNINGTON. Sir, those are the words of Colonel Ridlehuber. I can't vouch for what he has said was a conversation that he had had but now when he called me and he has left out pertinent facts in this memorandum.

Chairman DAWSON. Now, you are placing the blame on Colonel Ridlehuber.

Colonel PENNINGTON. No, sir; I am not.

Chairman DAWSON. Did he deceive you?

Colonel PENNINGTON. May I go on and make my statement, sir?

Chairman DAWSON. You may answer my question.

Colonel PENNINGTON. As to the purpose of the building from the use it was put, I was deceived in this conversation.

My letter of June 2 as the result of this conversation and I had asked him to submit projects, I would not approve projects over the telephone, to submit his projects for review by the Office of the Quartermaster General and we would tell him then what would be approved, what would not be approved, and further this building that he desired for the storage and maintenance for the 109 Aerial Detachment we would also consider that for approval but to send in the projects.

Mr. SMITH. But you never for once thought that this aerial detachment needed that large a building for storage, did you?

Colonel PENNINGTON. I didn't know, sir. They generate requirements, the operating people operate the detachment, the requirements. They must justify the requirement through higher headquarters for approval.

So I didn't know how much space was required.

Mr. LANIGAN. In the letter of May 25, 1959, addressed to you by Colonel Ridlehuber, which is exhibit 20, Colonel Ridlehuber said and I quote from the letter:

Hangar and operational storage building, this is a problem child, then in the last paragraph he said:

I discussed this briefly on the telephone with Mr. MacDonald today. I wish you would take prompt action on the 525. It will be designated as for the aerial detachment's use in temporary maintenance of aircraft and for operational storage of aerial supply, cargo, and training materials. In this way we will not associate the project with the Army airfield even though it will be erected on a general site.

(Exhibit 20—Letter from Col. Walter R. Ridlehuber, Acting Chief of Staff, G-4, to Col. J. C. Pennington, May 25, 1959, appears in the appendix on p. 298.)

Mr. LANIGAN. Then on the 1st of June we have Colonel Ridlehuber's memorandum of his conversation with you which the chairman read; Colonel Ridlehuber's summary of the conversation which is quite in accord with his letter to you of the 25th of May.

On June 2 you wrote to Colonel Ridlehuber and this is exhibit 22 in which you talk about other elements and you warn him against possibly going over \$25,000 and you say he can't and then you finish up—

We are awaiting receipts of your project to provide a building for the aerial detachment and will take expeditious action on it when received.

(Exhibit 22—Letter from Col. James C. Pennington, Installations Division, to Col. W. R. Ridlehuber, June 2, 1959, appears in the appendix on p. 302.)

Mr. LANIGAN. So, in that letter you adopted the device of calling it a building for an aerial detachment although the letter to you of May 25 explained that it was a hangar, isn't that correct?

Colonel PENNINGTON. Well, we did not agree, that is at the two levels in Fort Lee here and at my office, in the conversation that I had had with him so I told him to submit a project, that we would review.

So that we could determine that it fell—they required an aerial detachment maintenance and storage building—that it fell within a separate code that we were within the authority delegated to us to approve.

If you note in my letter we did turn down the projects that were associated with the airfield, I believe they were lights. If I recall he wanted a tower, and I don't know that the water and the electricity were included but we did feel, based on a previous letter of the 24th of February that was sent to us by General Denniston wherein he had indicated he had purchased the materials, that any further purchases would have run them over our authority to approve, and so we deleted them and told him he could not construct those items that pertained to the field itself.

We disapproved those because we did feel that it would possibly kick him over because as I recall one item was \$6,000 alone and we could not exceed the statutory authority that had been given to us, and I did indicate in the last paragraph since he still had not sent me a project for the supply building that we were awaiting that.

Mr. LANIGAN. In your letter of January 30, 1958, to the commanding general at Fort Lee, which you signed, you list the aviation facilities that you would like to have there and you include first priority runway, taxiway, hangar, aircraft parking hangar, access apron, and aircraft fuel storage and dispensing.

So back from the very beginning you must have planned on a hangar there.

Colonel PENNINGTON. Oh, absolutely, we had planned on a hangar, sir, for a standard Army airfield.

Mr. LANIGAN. And then when Colonel Riddlehuber says that is the problem child, the hangar, and he wants to designate it for the aerial detachment and not associate it with the airfield, you concurred in that even though you didn't concur in the other items, isn't that correct?

Colonel PENNINGTON. Yes, sir; not necessarily at that time. I told him to send in a justification of 5-25 giving the justification for what type of building, where it was to be situated so that we could determine whether or not in our opinion it was a part of the airfield facilities itself.

Chairman DAWSON. When you say "in our opinion," I notice that is a very common word in use by those who are seeking to avoid responsibility by justifying it "in our opinion," when you have written rules to guide you to tell you what your opinion should be.

You should not go beyond that \$25,000 limit. But you are seeking ways now to get around it.

Colonel PENNINGTON. Maybe I used the wrong words, sir.

Chairman DAWSON. You didn't use the wrong word, you didn't use the wrong word. You used a common word used to avoid responsibility, "in my opinion." There are rules there that don't permit you to call for your opinion. You are to abide by them and you didn't seek to do that.

Colonel PENNINGTON. Yes, sir; I did, and asked him to send us—

Chairman DAWSON. Then quit saying "in my opinion." Put your responsibility under the rule.

Colonel PENNINGTON. Yes, sir.

Chairman DAWSON. And then you quickly tie your own hands, trying to justify the items here that you had exceeded by "my own opin-

ion." Follow the rules of the law. There were things to prevent you from your opinion.

Colonel PENNINGTON. We made every effort to abide by them.

Chairman DAWSON. But any effort to do it "on my opinion" is an effort seeking to avoid what the law requires you to do and seeking to justify it, as used by you "in my opinion." That is your way out.

Colonel PENNINGTON. Sir, I am here to be helpful, I am not looking for a way out. I assume full responsibility.

Chairman DAWSON. You are looking for a way out from your very letters which showed you had knowledge of the limitations placed and then your effort to avoid the limitation.

Colonel PENNINGTON. No, sir; I knew the limitation, and I was seeking to keep them from exceeding those limitations.

Chairman DAWSON. And finding ways and means to charge the expenses elsewhere instead of where they ought to be when they were for the airstrip. Why don't you be honest with yourself and look a fact straight in the face?

And then you would have to explain if you are abiding by the Army regulations and what you knew them to be but you are now seeking to try to give a reason for your avoiding them by saying "in my opinion."

What is your opinion worth when it is laid down the way it is prescribed for you by law?

Mr. SMITH. In connection with this project, I understood you to say that you were eliminating the electrical and some other things so as to get it below what you thought would be the \$25,000.

Colonel PENNINGTON. No, sir; not below, but so they would not exceed, we would not approve it, we were fearful they would exceed the \$25,000 limitation.

Mr. SMITH. Well under the law, do you really have a project if you have eliminated those kind of things?

You only have a portion of a project, don't you?

Colonel PENNINGTON. Oh, no; a usable project for daylight flying would have been a strip, it didn't necessarily have to have lights. It didn't have to have a tower because it would not be used for night operations.

We knew that. It would not give us waivers for night operations but the usable strip could have been used for daylight operations for the aerial detachment, sir.

Chairman DAWSON. It would have to have a hangar, though, wouldn't it?

Colonel PENNINGTON. No, sir; not for aircraft.

Mr. SMITH. How would you repair these planes? Out in the weather?

Colonel PENNINGTON. Yes, sir.

Chairman DAWSON. To justify this strip, they would have to have a hangar. That is the only way you could have justified yourself or sought to justify it because you knew what the requirements are and you were going to put it for training of some detachment, if anybody said something about your misuse of it.

Colonel PENNINGTON. Well, the aerial detachment was part and parcel of the mission assigned to the Quartermaster General at Fort Lee to test drop material and that is what this aerial detachment did. They had all the rigging, the gear, et cetera, that they used in con-

nection with these light aircraft in testing various drop materials. And they needed something to store that material in, make their rig-ups and what not for the tests.

Chairman DAWSON. But this was a hangar.

Colonel PENNINGTON. Sir, what evolved out of the approval that we gave them and what they diverted it to at a subsequent date, I must agree with you it turned out to be a hangar.

Chairman DAWSON. But you knew it was a hangar all along because you—

Colonel PENNINGTON. I did not, sir.

Chairman DAWSON. If he wants to deny his own correspondence what are we going to do with him?

It just shows when men are not honest with themselves and when they seek ways to avoid, they have to do a whole lot of explaining. But a man who means to do right then will point to the regulation under which he acted and is justified under these regulations. This is justifying what they have done because it was done "in my opinion" when his opinion, that he should exercise, had been made for him by law.

Colonel PENNINGTON. Sir, my honesty and my integrity have never been questioned in almost 29 years of service and I assure you that I am being honest with you when I tell you that I did not know.

Chairman DAWSON. Then you weren't honest with your job because you should act under the limitations placed upon you by law?

Colonel PENNINGTON. I did, sir.

Chairman DAWSON. But you were seeking to avoid those limitations.

Colonel PENNINGTON. No, sir; I was not.

Chairman DAWSON. And you knew you were going to get in trouble and you said there was trouble involved and you took steps to try to avoid any future trouble. This whole thing has developed because the General Accounting Office went in on a routine checkup, and all of a sudden the guilty began to flee, and then came a desperate effort on the part of those who had cut corners to try to hide the evidence of cutting corners.

Colonel PENNINGTON. Sir, I had no part in hiding any evidence and I assure you that my efforts—

Chairman DAWSON. I know you personally didn't but you had knowledge in your mind of what was going on down there, and you knew the results of what you were doing with this airstrip and with this hangar and so forth, was an effort to avoid the limitation placed upon you.

Mr. LANIGAN. May I ask a question?

Chairman DAWSON. Yes, you may.

Mr. LANIGAN. I would like to ask you a question on your operation in your office at that time. Were you subject to the Department of Defense directives on minor construction and related activities?

Colonel PENNINGTON. Yes, sir.

Mr. LANIGAN. I note that in the requirements for a project under the O. & M. requirement one of the paragraphs is—this is paragraph 3(a) (2) :

That the project is such that it could not reasonably have been anticipated in time for inclusion in the regular military construction program and completed prior to the need.

(See appendix 2, for text of directive referred to.)

(Appendix 2—Department of Defense Directive No. 4270.6, minor construction and related activities, October 10, 1957, appears in the appendix on p. 417.)

Mr. LANIGAN. Now you have told us that a hangar was in the 1960 military construction program.

How could the project be approved for the use of O. & M. funds as an urgent project, assuming it was a separate project, which we don't agree with, but even assuming it was, how could you approve it when it had been considered for inclusion in a regular military construction program?

Colonel PENNINGTON. It had been deleted at the time, sir.

Mr. LANIGAN. But in order to qualify it could not reasonably have been anticipated in time. It was anticipated in time?

Colonel PENNINGTON. It was, sir.

Mr. LANIGAN. And it was included and it was deleted and still you went ahead when it couldn't possibly meet that criteria?

Colonel PENNINGTON. Not on a hangar, sir. To my knowledge, it was not a hangar and I may repeat.

Mr. LANIGAN. You are saying that this was a separate thing, is that it?

Colonel PENNINGTON. I am saying the hangar was in our MCA program. This was a separate item, a supply building for the 109th Aerial Detachment.

Mr. LANIGAN. Even despite that Colonel Ridlehuber said in his letter that the hangar is a problem child, and that it will be designated for the aerial detachment and not associated with the airfield?

Colonel PENNINGTON. I have to accept what he said there.

Mr. LANIGAN. This is in his letter to you.

Colonel PENNINGTON. Yes, sir, I accept that.

Chairman DAWSON. Mr. Smith, do you have any more questions?

Mr. SMITH. Yes.

Our other witnesses have indicated on several occasions, they knew things were wrong here but they were ordered to do them by Colonel Ridlehuber and they accept orders and go ahead and do them.

But you, in your relationship couldn't rely on that, I mean you were not in a position where you could be ordered by Colonel Ridlehuber to do what he wanted done.

Colonel PENNINGTON. Absolutely, I was in another command.

Mr. SMITH. But yet he couldn't have gotten them done without your help, could he?

Colonel PENNINGTON. Positively. He didn't need my help to falsify records, that was done at Fort Lee of which I had no knowledge.

Mr. SMITH. But he needed your help for justification, didn't he?

Colonel PENNINGTON. No, sir.

Mr. SMITH. For the project?

Colonel PENNINGTON. No, sir. He needed my help for approval of projects that are submitted to the Office of the Quartermaster General. That was my responsibility in the Office of Quartermaster General.

Mr. SMITH. Well, then, he did need your help?

Colonel PENNINGTON. For approval of projects that go on installations. He could not proceed with a project.

Chairman DAWSON. He needed his help to get approval of the airstrip at the price they would have to pay to get it done contrary to law and he got it because he didn't know, in his opinion. His opinion changed Army regulations.

Mr. SMITH. Sometime, after he had already spent several hundred thousand dollars, you were requesting advice whether a field could be sited on Fort Lee that would meet all the regulations.

Really what you were after was a negative reply so that they could justify getting waivers for what they had already done, isn't that right?

Colonel PENNINGTON. No, sir.

Mr. SMITH. You knew they had already spent all this money on that project. What were you after this kind of advice for?

Colonel PENNINGTON. If you will recall the project had started possibly a year ahead of this time when they brought a battalion down during the summer, I believe, in 1957. They had proceeded in the grading work on the site and the clearing and what not and had arrived at this time, possibly 1958, with the amount as indicated in General Denniston's letter that he valued about \$450,000 worth of work had been accomplished on a strip, and just about this same time, we had received back from the Chief of Engineers the letter indicating that the waivers were not approved for the airstrip, and we were in a questionable area as to what to do next. We couldn't get a standard airfield. You see that is the predicament we were in at that point.

Chairman DAWSON. But that was known in the beginning.

Colonel PENNINGTON. What is that, sir?

Chairman DAWSON. I say that was known in the beginning.

Colonel PENNINGTON. I did not, sir.

Sir, I was not in on the strip, I would certainly like to make that clear to you. I was not in initially on this and did not get into it until the fall of about 1958, sometime.

Chairman DAWSON. You got into it when they needed to use you and you permitted yourself to be used by them.

Mr. SMITH. According to a report we have, Colonel Ridlehuber reported that—

Colonel Pennington reviewed his earlier talk with General Evans regarding General Denniston's letter of February 16, 1959, saying that General Evans had directed Colonel Pennington to call General Denniston back and OK the project and tell him that he would type an MFR instead of an official reply since they were short of 2,000, 21,000 money, and that Colonel Pennington said that what he wanted to do was to get another piece of official correspondence out of his hands. When Colonel Ridlehuber asked if he wanted to hold that paper Colonel Pennington replied that he wanted to forget it.

Is all that report by Colonel Ridlehuber correct or not?

Colonel PENNINGTON. Not correct as far as I am concerned, sir. I pointed out to the committee in my previous testimony that I did discuss this project with General Evans. He approved not the project but the \$18,000 to bring the battalion back and that is the information that I conveyed by telephone to the deputy post commander at Fort Lee, and I believe there is a memorandum for the record.

Chairman DAWSON. What was his name?

Colonel PENNINGTON. Colonel Shirley, sir, that I discussed this with. I called and told him that General Evans had approved bringing the battalion back for the second summer to complete the airstrip;

that General Denniston had mentioned this in his February 24 letter and that we had been refused the waivers and it looked like we could do nothing more than construct a strip from which to operate daytime operations.

Mr. SMITH. If you thought everything was regular why didn't you do this with official replies and official mail?

Colonel PENNINGTON. The letter was not given to me to reply to, sir. The instructions on the MFR from General Evans to the comptroller said:

Please prepare me a reply to General Denniston and coordinate with installations division—

so they called me in and discussed it and I informed Colonel—General Evans that I would call Lee and so inform them of the decision that had been made so they would have the information.

Mr. SMITH. In your conversation you indicated that you didn't want an official letter to reply to, hadn't you?

Colonel PENNINGTON. Yes, sir, it is indicated there, but I say I don't recall such conversation.

Mr. SMITH. So naturally you didn't have an official piece of correspondence to reply to if you didn't want it to reply to.

Colonel PENNINGTON. No, a record was made, and I gave a copy of that to the comptroller, and I placed a copy of it in the installation division's file and so indicated it was there for reference of the call that I had made.

Mr. SMITH. But that avoided having it in the Fort Lee project file, didn't it?

Colonel PENNINGTON. Oh, no, no, sir. He made a record of my call. It is part of the record, sir.

Mr. SMITH. One more thing I am concerned about here, and that is the wording of the law and the interpretation that apparently is being given to it.

When there is a limitation upon the amount necessary to accomplish a project evidently under your interpretation you can reduce the project. The interpretation you give is that if a full and complete project cannot be completed within the limitation, then you just reduce the items down so that you call it a project even though it is not a complete project. Is that the way you get around it?

Colonel PENNINGTON. Oh, no, sir; it is not a matter of trying to get around, but to not exceed. They were not authorized to exceed what Congress had approved for us in a \$25,000 limitation regardless of what they come up with.

They cannot exceed the limitation.

Mr. SMITH. For example, with regard to the electrical you wouldn't have put the electrical in the original plans or even considered it if it hadn't been necessary, felt necessary to the project?

Colonel PENNINGTON. For a standard airfield, yes, sir; for night flying.

Mr. SMITH. So then, since it couldn't be done that way then you reduced the items in the project and you still call it a project.

Colonel PENNINGTON. It was still a project, sir, but for daylight operation they didn't require lights, and it appeared to us in the Office of the Quartermaster General, they possibly could exceed their \$25,000 limitations, so I refused to approve them putting in the pow-

erlines, or the lights, or the tower, because as I mentioned in my previous testimony that one of the items alone was about \$6,000.

Mr. SMITH. Now, suppose you went ahead this way and later you decided you wanted a tower, is that then a new project to be considered under this language?

Colonel PENNINGTON. No, sir. It could not be considered in that particular project. It would have to be a separate project—

Mr. SMITH. Is that called a separate project under your interpretation? Say right now you need a tower?

Colonel PENNINGTON. Yes, sir, that would have to be a project.

Mr. SMITH. That would have to be a separate project.

Colonel PENNINGTON. Yes, sir.

Mr. SMITH. So, then you would have a new \$25,000 limitation?

Colonel PENNINGTON. Yes, sir.

Mr. SMITH. And the old one wouldn't limit you at all.

Chairman DAWSON. The original limitation would not apply at all then?

Colonel PENNINGTON. If it was less than \$25,000 a period of time must elapse. I don't know how much time there is that has to elapse between requirements but I am under the impression and I am not quoting the regulation because you don't know what it says but we could go back, that is my impression, at a later date, if it was indicated it was required and institute another project to complete the facility if it was approved.

Chairman DAWSON. You would have to go back to the Congress and go through the whole procedure and they were seeking to avoid that. They were shifting funds from one to another.

Colonel PENNINGTON. Sir, in my MCA program that my previous testimony indicated we did have these items, and they were submitted in an MCA program, the tower, the lights.

Chairman DAWSON. As a part of this \$25,000 limitation?

Colonel PENNINGTON. No, sir. That was a project to be submitted for approval by Congress.

Chairman DAWSON. Then it wasn't an emergency. This was done as an emergency project under the \$25,000 limitation.

Mr. SMITH. So actually under your interpretation there this isn't a \$25,000 limitation at all. You can just break these up into several separate projects.

Colonel PENNINGTON. No, sir, you cannot. You cannot separate projects at any one time and do any number of projects separated out in order to avoid the limitation, sir, you cannot do that. I am certainly aware of that.

Mr. SMITH. Then you acknowledge that this was a violation of law when they tried to reduce this down to get it under the limitation?

Colonel PENNINGTON. No, sir, it was not a violation of law, we were trying to stay within the law and we would not approve them going ahead and put in any lights or any tower or any water.

Chairman DAWSON. They just took the money from other projects, MOBEX and a whole lot of other things.

Colonel PENNINGTON. Sir, I have no knowledge of that. Other than what I have read here in the last couple of days of the information which has been provided me.

Mr. SMITH. Were you ever given any reprimand in connection with this?

Colonel PENNINGTON. I was not, sir.

Mr. SMITH. That is all.

Chairman DAWSON. Mr. Lanigan.

Mr. LANIGAN. In this telephone conversation memorandum of June 1, 1959, Colonel Ridlehuber, after talking to you says you had taken the matter up with General McNamara for guidance on a future course of action. The Quartermaster General was concerned over the possible repercussions from exceeding the \$25,000 project which was authorized for the airfield.

What had you told the Quartermaster General that would raise this concern?

Colonel PENNINGTON. This is his wording.

I don't necessarily agree with the wording that he has used but in my conversation with the Quartermaster General, when we were discussing it, and I presume this was following the letter that we had received from General Denniston requesting that he be allowed to bring the battalion back the second summer, I discussed with General Evans the fact—

Mr. LANIGAN. This was, this says, General McNamara.

Colonel PENNINGTON. I didn't discuss that. That is the wrong name used there. I did not discuss this with General McNamara, this was General Evans, the only one I had discussions with.

Mr. LANIGAN. Was General McNamara Quartermaster General on June 1, 1959?

Colonel PENNINGTON. Yes, sir.

Mr. LANIGAN. When did he become Quatermaster General?

Colonel PENNINGTON. I don't recall the date, sir.

Mr. LANIGAN. Was it sometime before that?

Colonel PENNINGTON. Oh, yes, sir.

Mr. LANIGAN. Now, you say you never discussed this case.

Colonel PENNINGTON. I never discussed this case with the Quartermaster General or General McNamara. I had possibly two discussions that I recall with General Evans, the Deputy Quartermaster General.

Mr. LANIGAN. Then tell us what you told General Evans.

Colonel PENNINGTON. The discussion that I had was in connection with the letter that we had received from General Denniston, wherein he asked for \$18,000 training funds to bring the battalion back the second summer.

I told him that we were following Lee and cautioning them that they would not go out and exceed the \$25,000 O. & M. limitation, and that the training fund was not a portion of the \$25,000 limitation, that was training for troops and fell within the training category and not in the construction category for the work that we were doing.

Mr. LANIGAN. Did you ever discuss Colonel Ridlehuber's letter of May 25, 1959, to you in which he indicates that they wanted oil storage area, POL storage and dispersing facilities, fire station and so on with either General Evans or General McNamara?

Colonel PENNINGTON. With General Evans, sir. I took that letter up when it was received—

Mr. LANIGAN. This is not the \$18,000. This is a later one.

Colonel PENNINGTON. No, sir, this is the letter where he listed the number of projects he wanted. I took that letter to General Evans and I pointed out to him that I felt if those projects were approved, they would exceed the \$25,000 limitation and recommended to him that I send a letter back disapproving the projects, which I did, and he concurred.

Mr. LANIGAN. Did you or General Evans ever take any action to check up on Fort Lee when you knew they were this close to the limitation to determine that they were keeping within the \$25,000 limitation, other than asking them?

Colonel PENNINGTON. No, sir, I did not, because I did have the letter from General Denniston wherein he indicated they were within the \$25,000 limitation, and Colonel Ridlehuber also informed me that they were within the \$25,000 limitation.

Mr. LANIGAN. I have a letter here that may be before your time there, but I think you would probably know about it.

It is a letter of February 17, 1956, dealing with a 1958 military construction program and in the items listed for the installation, item 16, is an airstrip for Fort Lee in the fiscal year 1958, MCA program (exhibit 51).

(Exhibit 51—Memorandum from Glen N. Bonham, chief warrant officer, Fort Lee, Va., to the Quartermaster General, February 17, 1956, with fiscal year 1958 military construction appropriation program appears in the appendix on p. 407.)

Mr. LANIGAN. Are you aware that the airstrip had been in the 1958 MCA program?

Colonel PENNINGTON. No, sir, I wasn't aware of that.

Mr. LANIGAN. Well, now that you are aware of it, would the approval of the airstrip in 1958, in the fiscal year 1958, meet the criteria of the DOD directive that a project, this is for the airstrip as such, that it could not reasonably have been anticipated for inclusion in the regular military construction program?

Colonel PENNINGTON. I would say—

Mr. LANIGAN. Since it was in there.

Colonel PENNINGTON. Certainly it should have been recognized in 1960.

Mr. LANIGAN. So it could not have met the DOD criteria, which is dated October 10, 1957, when the airstrip was approved on November 17, 1957, as an O. & M. project. At the time of that approval it could not have met the DOD criteria, could it?

Colonel PENNINGTON. Right.

Mr. LANIGAN. Are you aware of it? I think since the hearing has started you have become aware of the fact that \$13,000 was spent on an ostensible project for MOBEX and that the material was used for the airstrip and for construction of some of the area around a hangar, have you become aware of that?

Colonel PENNINGTON. I wasn't aware of the amount, sir, but I did read in one of the files they gave me on Monday that certain moneys had been used or charged that were indicated MOBEX funds but I am not aware of that, sir.

Mr. LANIGAN. You can take my word that it is about \$13,000.

Colonel PENNINGTON. Yes, sir.

Mr. LANIGAN. What is the maximum that the installation commander could approve for an O. & M. construction project under the Army regulations?

Colonel PENNINGTON. At that time it was \$5,000 for new construction, sir. And the Quartermaster General's approval was \$25,000.

Mr. LANIGAN. So even if MOBEX was a separate project, which again doesn't seem likely, but even if it was, the approval of that on the local level would have exceeded the approval authority for construction projects.

Colonel PENNINGTON. I am not familiar—certainly, if they were approving a project, MOBEX, which I am not familiar with, in the amount of \$13,000 that would be beyond the installations approving authority because they were limited to \$5,000.

Mr. LANIGAN. Did Mr. Olewiler work in your office?

Colonel PENNINGTON. Yes, sir, they gave us the information in the facilities division, facilities branch of the installation division.

Mr. LANIGAN. Mr. Olewiler is mentioned in a memorandum of a conversation between Mr. Olewiler and Colonel Ridlehuber. Mr. Olewiler said that he was going to take up the further construction at Fort Lee with the Corps of Engineers because he had just learned that the waivers had been denied and then Colonel Ridlehuber in the correspondence said that was a dangerous way for him to talk and he didn't want this information to get to the Corps of Engineers.

Did Mr. Olewiler ever speak to you about having any discussion with the Corps of Engineers about further construction?

Colonel PENNINGTON. Well, on a number of occasions he spoke to me about discussing this project with the Engineers, but I can't understand why that statement, when the Engineers themselves sent us over the information that the waivers could not be waived. They gave us that information, so there is no need to withhold from them.

Mr. LANIGAN. The Engineers are the ones who gave you the information?

Colonel PENNINGTON. Yes, sir, they gave us the information in the first place so there was no need to withhold the information from the Engineers.

Mr. LANIGAN. That is all.

Chairman DAWSON. Are there any other questions?

Mr. SMITH. No questions.

Chairman DAWSON. Thank you very much, Colonel.

Colonel PENNINGTON. Thank you, sir.

Chairman DAWSON. I think you have had a hot session with us.

Colonel PENNINGTON. Sir, I hope I do not leave this gathering with your feeling that I have been dishonest.

Chairman DAWSON. I don't think that you would call it you meant to be dishonest, but I think you knew what you were doing, and I think you knew this project was exceeding the limit, and I think you went along with them in their effort to exceed the \$25,000 limit.

Colonel PENNINGTON. Sir, my efforts were directed to keep them from exceeding it and I assure you I did not know they were exceeding the \$25,000. If my word as an officer means anything.

Chairman DAWSON. Well, I take your word that you didn't but I think it is because you didn't use the information you had in mind to check up.

Colonel PENNINGTON. I must agree with you that we did slip along the way.

Chairman DAWSON. The meeting will be adjourned until Tuesday, when General Denniston will testify.

Thank you very much, Colonel.

Colonel PENNINGTON. Yes, sir.

(Whereupon, at 1 p.m., the subcommittee adjourned, to reconvene Tuesday, March 27, 1962).

## ILLEGAL ACTIONS IN THE CONSTRUCTION OF THE AIRFIELD AT FORT LEE, VA.

TUESDAY, MARCH 27, 1962

HOUSE OF REPRESENTATIVES,  
SUBCOMMITTEE ON EXECUTIVE AND  
LEGISLATIVE REORGANIZATION  
OF THE COMMITTEE ON GOVERNMENT OPERATIONS,  
*Washington, D.C.*

The subcommittee met, pursuant to recess, at 10:10 a.m., in room 1501-B, New House Office Building, Hon. William L. Dawson (chairman) presiding.

Present: Representatives William L. Dawson (chairman), Kathryn E. Granahan, Neal Smith, Clarence J. Brown, and John B. Anderson.

Also present: Hon. Watkins M. Abbitt, U.S. Representative from the Fourth Congressional District of the State of Virginia.

Also present: Elmer W. Henderson, counsel; Arthur Perlman, professional staff member; James A. Lanigan, general counsel, Government Operations Committee; and Miles Q. Romney, associate general counsel, Government Operations Committee.

Chairman DAWSON. The subcommittee will come to order.

We will resume our hearings.

We have with us, appearing before us today, Maj. Gen. Alfred B. Denniston, commanding general, Fort Lee.

Would you take the oath, General?

Do you solemnly swear that the testimony you are about to give the subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

General DENNISTON. I do.

Chairman DAWSON. Congressman, will you come up. We are very fortunate, indeed, to have with us our distinguished colleague, Congressman Abbitt.

Mr. ABBITT. Thank you very much.

I cannot stay but a few moments because I have to go to another committee, but I appreciate this opportunity.

Chairman DAWSON. General, will you identify yourself and give your rank and present duty?

**TESTIMONY OF MAJ. GEN. ALFRED B. DENNISTON, U.S. ARMY,  
COMMANDING GENERAL, THE QUARTERMASTER TRAINING  
COMMAND, FORT LEE, VA.**

General DENNISTON. I am Alfred B. Denniston, major general, U.S. Army, commanding general, the Quartermaster Training Command in Fort Lee, Va.

Chairman DAWSON. Were you at Fort Lee during the period covered by the report?

General DENNISTON. Yes, sir, during almost all of the period.

Chairman DAWSON. Will you describe your duties and command responsibilities?

General DENNISTON. As commanding general of Fort Lee, I was and am responsible for all activities that take place within that reservation.

This excludes, to a degree, so-called tenant activities from the command and operational point of view. For instance, the Washington Air Defense Sector Headquarters is there. I have no command jurisdiction over them. They report through their military channels.

I am responsible, however, for their support and for their having everything they require to perform their function.

Chairman DAWSON. Do you have a statement you wish to make concerning the information presented in this hearing?

General DENNISTON. I have a statement here, Mr. Chairman, that I prepared some time ago. I do not think it would be worthy of the committee's time to read it. I do not know that it would be valuable in the record. The committee has available the comments I made on our Army Audit Agency Report. If I may, I would prefer to make as brief a verbal statement as I can, and then, of course, answer questions to the best of my ability.

Chairman DAWSON. Proceed.

General DENNISTON. When I arrived at Fort Lee on April 10, 1958, and assumed command on Monday, April 12, one of the first things—

Chairman DAWSON. Pardon me, this is Congressman Anderson. This is General Denniston.

General DENNISTON. How do you do, Mr. Anderson. It is a pleasure to know you, sir.

Chairman DAWSON. This is Congressman Smith.

General DENNISTON. Good to see you, sir.

Chairman DAWSON. Proceed.

General DENNISTON. One of the first projects called to my attention was the beginning of an airfield on the part of Fort Lee Reservation adjacent to the Federal reformatory at Petersburg. A company of engineers from Fort Belvoir was there, I believe, and some preliminary excavation was in process. I was shown quite a few details.

A contractor, a timber contractor, was removing timber from what I was told would be the runway.

The beginning of a drainage ditch to the Appomattox River had been—work had been initiated.

It may seem strange, but I came to Fort Lee from duty as Deputy Quartermaster General, and this was my first knowledge of an airfield project at Fort Lee. One of the current questions in my mind was why, as a Deputy Quartermaster General, it had not been brought to my attention, nor to the attention, as near as I knew, and still know, of the Quartermaster General.

But I inquired. I found that it was a project, as far as I could determine, properly approved and actually underway.

I watched this project physically, perhaps more intently, than anything, with the exception of the training of troops, that went on at

Fort Lee. Very few days would go by that I would not go down and talk to the young engineer lieutenant, who, with his company, was doing the work. Why I did not check in detail into the basis and in detail as to expenditures, I am unable to explain. My experience was broad enough and deep enough that I knew more about this sort of thing, I am sure, than any of my subordinates.

In retrospect, and perhaps rationalizing, I considered this a project that would be useful, an excellent training medium for the engineer troops, including the officers and warrant officers and noncommissioned officers in supervision of it. The fact that the training of engineer troops was not my responsibility apparently did not occur to me. On occasion, I checked into certain details.

One is covered in a letter from me to Maj. Gen. Roy T. Evans, Jr., who was then the Deputy Quartermaster General, in which there is a figure of \$18,000. I checked that, it not occurring to me that this would represent an overexpenditure, but I had checked similar financial arrangements the previous year.

Mrs. GRANAHAN, how are you? It is good to see you.

Mrs. GRANAHAN. It is very nice to see you, sir.

General DENNISTON. These particular funds were to be used to transport the engineer troops and their equipment from Fort Belvoir, and I recall definitely questioning that it seemed to me that I thought this was a mobile company, that they should be able to load up and drive down Route 1 from Fort Belvoir to Fort Lee. However, I did find that much of their equipment was not permitted on the highway and that it would have to be transported by rail.

Secondly, the previous number, and in connection with this \$18,000, the part of it that was to pay per diem to the officers and men of this company, I questioned, again, not because I felt that there was anything improper about the total expenditure, but because my experience had been when a company moves from one post to another and is put up in barracks, has a regular mess just like it did at its home station, you did not pay per diem. That I checked even with my judge advocate and was informed that you did, to whatever the unit amount was. And, further, that if you did not pay it, these individuals could put in a claim and the Government would have to recognize the claim that they were entitled to it.

Now, again, why?

Going back through this, starting with the premise which—well, not immediately upon Mr. Pratt and Mr. Kelly making their report to me, the General Accounting Office investigators, on December 9, 1959, but later, going through this, I have acknowledged there is no question in my mind, there was none in the mind of the Quartermaster General, but that the law was violated.

Why, previous to this being forcibly brought to my attention, I did not recognize the signals that a man of my experience should have, I do not know.

For instance, all summer, or for several months in 1958, I watched perhaps three engineer troopers putting together an enormous corrugated iron culvert in sections of a foot or two, even, and it went through my mind that this is an awfully expensive way. Up on Fort Lee there are concrete culvert materials, the same size, that certainly could be—well, I came to the conclusion—I do not recall that I checked—well,

that must be a piece of surplus that they picked up somewhere, and it was not going to be used. We assumed that it had already been paid for.

They put that culvert in place on a Friday afternoon. I happened to be out there Monday morning and, instead of round, the culvert was egg-shaped. They had miscalculated the bearing qualities of it, and they had to dig it out, and then the concrete culvert material that was in stock had been bought sometime in the past—perhaps before I was at Fort Lee, perhaps after—and that was put in.

Now, that should have been a red flag to a man of my experience, because, obviously, that was going to cost a great deal more than was anticipated.

I am sure I thought, well, the material still was in stock. It was going to be used somewhere. And I knew that the road to the Federal reformatory had to stay open, so I knew they had to put something in there.

Another little item in connection with that. In doing this—now, these were young, inexperienced, relatively inexperienced, engineers—when they put the first culvert in, they cut the trunk telephone line to the Federal reformatory which was underground, and for a period of some hours had the Federal reformatory out of communication with the outside world.

When they dug it up again and put the second set of culvert in, they cut it again.

Now, those are the kind of things that should tell a man of my experience that there is something he should be checking more carefully. Why it did not, I do not know.

The telephone company was smarter. Until those lads got finished, they put the telephone wires up on a pole way up in the air, so they could not help but see them.

The second—and this is not necessarily in chronological order—I signed a letter, I believe in April 1959, the one referred to, that concerned obtaining the \$18,000 to pay the per diem and move the engineer company back to Fort Lee for the summer, the construction season of 1959. And my concern with that was to get the company. They had done a lot of work. If we did not get the company, I knew that whatever had been done was largely wasted.

Reading that letter today—and I have reread it a number of times—now, I do not want the committee to think—I do sign a tremendous number of documents, and I do not necessarily—I do not have time frequently to read and study them in detail. I did not go behind that letter to read all the establishing of backup material, which, if I had, would have been very informative.

I read it now and I say I should have read it then, especially in view, which may have been noticed or may not, the last line of that, something about “I think we should keep this confidential for the present.”

Any time anybody puts in a piece of correspondence and they ask you to sign something about keeping it confidential, you should check it carefully. I did not again. I should have.

When I learned fairly late in this project that the gravel that they had anticipated obtaining on the reservation was not available, and they would have to go out and buy crushed rock—now, I was, years

ago, a mechanical engineer, so I know a little bit about costs of construction, and I have done some construction.

Chairman DAWSON. General, may I stop you just a moment? Mr. Brown has to leave us shortly, I understand, and it may be that he has some questions.

Mr. BROWN. Thank you, Mr. Chairman. I do have a rather important Rules Committee meeting coming up. I did want to ask three or four questions, perhaps not as much to be of help to the committee, or to be of any real value, but, rather, to settle in my own mind several questions I have.

I have known General Denniston for a good many years. Perhaps there were several years between meetings, but I do recall his testimony before our subcommittee a few years ago, so I want to ask three or four questions, if I may, General.

I have not been able to follow this whole investigation as carefully as I should, or as some of the other subcommittee members have, but it has been a pretty messy thing at Fort Lee has it not?

General DENNISTON. I think that is a fair statement. In my honest opinion, one of the witnesses that indicated he had a bear by the tail and could not let go rather expressed it, I think, for a number of people.

Since December 9, 1959, I have considered I had a bear by the tail and could not let go.

Mr. BROWN. All right, let us go back to some of the previous testimony.

Of course, this bear-by-the-tail thing is sometimes a good explanation, after the fact.

General DENNISTON. That is correct.

Mr. BROWN. We have a lot of penitentiaries in the United States filled with people who have had bears by the tail.

General DENNISTON. That is right.

Mr. BROWN. Now, we have had testimony here from officers. To me, this has been a terribly distressing hearing, Mr. Chairman, as I have said before, because it is indicated there is something seriously wrong with our military system when you have men with service ribbons on their chests, which demonstrate they have served their country in war ably and well, come in here and openly admit they had advised superior officers they did not want to sign certain papers to be able to get around this situation, to do something that was a direct violation of law; as that they knew it was. Also they had advised these superior officers they did not want to go to the penitentiary by signing such false statements, and, yet, they said they signed them because they were afraid of the "system."

When we have officers come before this subcommittee wearing the uniform of the U.S. Army testifying they were instructed by superior officers to remove from the files certain records so the arm of the Congress, the General Accounting Office, could not find them, and then give as their only excuse they could give:

Well, we did not destroy those records, at least right away.

They destroyed them later on, I understand.

When these men say they had practically doubled the size of this runway, and yet tried to say to the General Accounting Office

it was within the law, and within the \$25,000 limit, that is a pretty sorry mess.

Now, the only thing that worries me, General—and it rather hurts to ask this question—did you know all those things were going on?

General DENNISTON. No, sir; I did not. I should have.

Mr. BROWN. Now, what is this “system” the men say they were afraid of down at Fort Lee?

General DENNISTON. Well, there certainly is no “system” at Fort Lee, and has not been, nor has there been anywhere I have had any responsibility.

Mr. BROWN. What is the so-called “system” in the Army? Two or three of these men said they had signed these papers because they were afraid of the “system”; that they were getting close to retirement time and all this and that.

What is this “system”?

General DENNISTON. I think you will find a certain amount of this in almost any organization.

Each one of those men would say today—one particular man, Colonel Pylant is brand new there. He would say today if under any circumstance anybody told him to do anything that he did not think was right and proper, that he would come immediately to me and report it.

At that time apparently—

Mr. BROWN. But these other men did not come to you and report it?

General DENNISTON. I feel that my system of operation, my basis of operation, is such that everybody should have known that, without any fear of repercussions, that they could come to me with anything that they felt was wrong, and that their conscience told them should be reported. Why I did not get that across to them—

Mr. BROWN. General, I do not like to interrupt you.

General DENNISTON. Yes, sir?

Mr. BROWN. But I want to make the point, if I may, that these men sat here under oath and testified they did know what they were doing was wrong.

Now, none of them came to tell you about it, did they?

General DENNISTON. No, sir.

Mr. BROWN. They admit that it was a violation of law. They admit that they removed from the files these papers, and that later they were destroyed in order to block the investigation.

Now, that is a pretty sad situation, is it not? They testified to that.

General DENNISTON. There is no question about it.

Mr. BROWN. These officers testified they protested to their superior officers they did not want to go to the penitentiary by signing false statements; for they knew what they signed was incorrect and wrong.

And we asked a question of some of these witnesses as to whether or not, if they had been ordered by some superior officer to go steal the camp recreation or Christmas funds out of the office safe, if they would have done so? They replied, “Oh, no.” Then we asked if they could explain the difference between that action and taking the taxpayers’ money illegally, and their only answer was:

Well, the money out of the safe would go to the benefit of some person.

Well, now, is it not a fact this airstrip was being built down there for the benefit of four, five or six officers who wanted it? Is that not right? Is that not the main reason why they built it?

General DENNISTON. It is a little hard to dig back.

Mr. BROWN. Well, we have been digging back and we have been getting some amazing revelations.

General DENNISTON. This started, to my knowledge, my first indication of a feeling that this had to be done, came when the General Accounting Office investigators made their excellent interview with me—

Mr. BROWN. What do you mean, "had to be done"—the building of the airstrip or the investigation?

General DENNISTON. This was a tremendously urgent thing that somebody or a great number of people, perhaps—I knew long before I went to Fort Lee, for instance, that the then Deputy Chief of Staff for Logistics, later Vice Chief of Staff, the former General Palmer, thought Fort Lee should have an airstrip.

Well, that did not mean to me that Fort Lee had to have an airstrip.

My predecessor, General Evans, was very keen to have an airstrip. Well, I have known him for nearly 40 years. I know that he did not want an airstrip no matter how you got it.

Mr. BROWN. Wait a minute, let me interrupt you there.

Now, these men were all senior officers. They knew that if they wanted to build an installation like an airstrip, or a new building or anything else, they would have to come in and get authorization under the military construction authorization bill, would they not?

General DENNISTON. That is correct.

Mr. BROWN. That would be the method. But they did not do that?

General DENNISTON. No, sir.

Mr. BROWN. Now, why? Do you know? Why did these senior officers, with all these years of experience, not do the thing that is customary and which is done regularly in connection with other installations and constructions?

General DENNISTON. Well, the thing that makes it hard for me to understand is I felt no pressure from anybody to build that airstrip.

I put no pressure on, not at least to my knowledge. My interest in it may have indicated that I wanted an airstrip built, but General McNamara was interested. It was not until I read the testimony the other day I had any indication—there is a statement in there that General McNamara was worried about it exceeding the statutory limitation.

I do not know why I was not worried about it. It was certainly more apparent to me than it would be to him, 130 miles away.

But nobody—many people thought Fort Lee ought to have an airstrip, but that does not mean Fort Lee is directed by a competent authority to build an airstrip.

Mr. BROWN. Now, certainly, somebody wanted that airstrip rather badly, some superior officers, when they would order officers below them to go ahead and sign illegal transfers of money, when they protested against it and told them they did not want to go to the penitentiary by signing something that was false; and, yet, they were under pressure to do it.

So does this not indicate that somebody down below you, if you did not know about it, did know they were violating the law, did they not?

General DENNISTON. Reading the testimony, it all seems to head up to Colonel Ridlehuber.

Mr. BROWN. I rather have that suspicion myself.

General DENNISTON. As under the Army's, the command management's system, he was the program director for this, which meant, for all practical purposes, he had charge of it.

I have not discussed this with Colonel Ridlehuber because I did not think it was proper and fitting with this a matter first before the General Accounting Office, then the Army, several inspectors general, and now a committee of Congress, for me to interrogate these people.

I do not know what gave Colonel Ridlehuber the idea that this airfield was to be driven through whether or no. I did not consciously give him that idea.

I believe in his testimony he indicated that he had brought some of this to my attention, and I am sure he thinks that he did.

I am just as sure that—

Chairman DAWSON. Why are you sure of that, General?

General DENNISTON. Well, I have known him a long time. I know his whole family. I have seen them, his record, long before I knew him.

He was perhaps the hardest working man. He worked long hours. His fault that I knew before was that he tried to do too much himself. He carried too much of this load personally, did not use his subordinates as much as I felt he should. I feel that he felt he was doing right.

Whether it was the doing right that the end justifies the means, I say I cannot wash Colonel Ridlehuber out. I have to balance, in my opinion, the fine things he did over a 4-year period, only over a year and a half.

(Discussion off the record.)

Mr. BROWN. I want to go to one other question quickly, if I may, Mr. Chairman.

I do not think the General has been quite frank in admitting what he did know or did not know, and as to his failure to do this, that and the other thing.

Now, the inspector general moved in there, did he not?

General DENNISTON. Yes, sir. First, the General Accounting Office.

Mr. BROWN. The inspector general went in because the General Accounting Office had been there. This situation had turned up.

General DENNISTON. That is correct.

First, the Quartermaster Corps, General McNamara, the Quartermaster's inspector general, came down and made an investigation. I believe he sent a questionnaire—I do not recall the legal term—to Colonel Ridlehuber in Korea. He did not go out to interview him, I do not believe.

Next, the Army's Army Audit Agency came in, and they made—then the inspector general of the Army, in cooperation with the Judge Advocate General of the Army, came down and they made a rather complete investigation, and next was Mr. Perlman and Mr. Baras,

and we have had several visits. Mr. Perlman and I have gone over this in great detail.

Mr. BROWN. Were any suggestions made by anyone that there might be some courts-martial proceedings in connection with these activities?

General DENNISTON. No, I do not believe so.

Now, in this I am sure you know that overall, everybody but myself, I had general court-martial jurisdiction, and that if any charges were to be preferred, unless in order with military law I should be superseded, I would have had to prefer the charges.

In this, I used not only my own Judge Advocate General, but the then General Counsel of the Quartermaster Corps, Mr. Robert Lemke, and his predecessor, Mr. Barth, is here.

I got the best legal advice I could because I am not very learned in law, but premature referring of charges and bringing something to court can prejudice a proper procedure.

I felt that I had to go to the extent I could in, shall we say, meting out punishment, but, at the same time, not obstruct justice, which better would be handled perhaps.

Mr. BROWN. What did you do—

General DENNISTON. And I, after considerable soul-searching—and it was not easy—and many sessions with the General Counsel of the Quartermaster Corps, whom I consider—he had been my General Counsel and I consider a very able lawyer—I gave written reprimands to Colonel Riddlehuber, Colonel Healey—I am doing this in order of seniority—Colonel Jarrett, Colonel O'Connor, and Major Swartz—I believe that is the list—in turn, as I knew I received a reprimand from General McNamara—

Mr. BROWN. But there was no suggestion made by anybody that courts-martial might be in order?

General DENNISTON. No, because my legal—you might say my legal counsel—who was the General Counsel of the Quartermaster Corps, advised that if there was prosecution in this, it was a matter for the Department of Justice primarily.

Then, in this connection, the case was sent to the commanding general, 2d U.S. Army, who then and still is until the end of this month, General Ridgely Gaither.

Mr. BROWN. And he ruled no courts-martial were indicated?

General DENNISTON. I do not know, I have been informed on two points:

That the Department of Justice returned it to the Department of Defense, stating, well, that they were not going to prosecute.

I would not like to make a statement because I do not know. This is perhaps hearsay. I think I have read it in the testimony.

And that the commanding general, 2d Army, returned it on the basis that there was no basis, in his opinion, for prosecution in a military court. That, in effect, superseded my jurisdiction, going one stop higher (exhibit 46).

(Exhibit 46—Memorandum from Maj. Gen. R. V. Lee, The Adjutant General, to the commanding general, 2d U.S. Army, Fort George G. Meade, Md., April 14, 1961, with a report of investigation re construction of airfield at Fort Lee, Va., with exhibits and testimony, appears in the appendix on p. 349.)

Mr. BROWN. I certainly want to be kind, General.

Now, I am going to ask you one final question because I have to leave.

If some young enlisted man from out in my State of Ohio, or the chairman's State of Illinois, should break into the office down at Fort Lee and steal just a few dollars which belonged either to the U.S. Government or were funds under the jurisdiction of that post, would he be court-martialed?

General DENNISTON. Based on those bare facts, yes.

Mr. BROWN. But some officer who deliberately violates the law, knowingly violates it under orders of another officer, for instance, to sign something he says himself is so illegal he does not want to go to the penitentiary, and so testified under oath, those men were not court-martialed?

Now, how can we, as Members of Congress, tell the country that we do have a fair military system; that we have the same law, the same required respect for morality, honesty, and decency for officers, as we have for enlisted men?

General DENNISTON. Well, I would have to——

Mr. BROWN. How can we do that?

General DENNISTON. I would have to indicate that it was not my final decision not to——

Mr. BROWN. I undersand. I am not blaming you personally for the decision. I am just asking how, all along the way, somehow or other, nothing was done about it, except writing these officers a letter?

General DENNISTON. In that case, my legal advice indicated that——say I had developed charges, and it could have been done. I think, again I know so little about legal procedures except what I read that it was the opinion that it would be difficult, if not impossible, to obtain a conviction, and, therefore, you would have gone to court, in effect wiped the slate clean because presumably the same individual could not be placed in double jeopardy.

Mr. BROWN. I understand that.

Our congressional files, even in our own offices, show that, somehow or other, enlisted men are more easy to convict, or court-martial, than are officers. Just why, I do not know. But that is what worries some of us up here about this whole thing that these officers testified to was the "system":

That they were afraid not to do what they were told to do, even though they knew it was wrong and illegal, General?

General DENNISTON. Mr. Brown, I have for many years——

Mr. BROWN. I am glad to hear you testify that you did not know about it, but you should have known.

General DENNISTON. No, and I have tried to create and maintain an atmosphere that the lowest private knows that he can come to me with something that he feels he should come to me about. And as long as he does not throw a brick through my window or otherwise commit a breach of discipline that makes it necessary, his case——

Mr. BROWN. That is an admirable position, but the fact remains that Major Swartz did not come to you.

General DENNISTON. That is right. I had failed——

Mr. BROWN. Because he was under orders to do something that was illegal and for some reason he was afraid to do anything except to follow orders?

General DENNISTON. And Major Swartz is a man with a gallant combat record. His decorations are not like mine, administrative for doing a good administrative job.

Mr. BROWN. We had some other officers here who had some very good combat records.

That is the sad thing about this, General. This is what is so distressing.

General DENNISTON. I knew Major Swartz, know Major Swartz very well, and I feel if he had been someone that barely knew me, that would salute and say "good morning" and that was all, but I knew him quite well. I saw him frequently.

I failed to put across to Major Swartz and others I failed in leadership, because I had not put it across to them that I was available and that, if they had anything that they thought was wrong, it was their duty to come to me and so report it.

Now it is easier for me to say after the facts since I have been through all this, what I would have done.

But in my heart I know that Major Swartz' report would have been taken without any repercussions, and I would have seen to it that nobody between me and Major Swartz ever made him pay for it. But I failed.

Mr. BROWN. But it is evident from the testimony that the position you have announced here, which is admirable, has been so different from that which seemingly functioned under the system:

That these men were afraid to go above anybody else; they were afraid to ignore the requests or the instructions.

General DENNISTON. I know that.

Mr. BROWN. Or to just express the desire. They admitted they were not always given direct orders, but that, instead, the superior officers said:

"Well, now, I would like for you to sign this; I want you to sign it," and they were fearful, if they did not sign it, that, somehow or other, they would be punished under this thing they call the "system."

General DENNISTON. I know that exists, and they must have had experience under arbitrary commanders, and we have all kinds, sir.

Mr. BROWN. I understand that.

General DENNISTON. Now, 30 years ago I was afraid to go to General McCloskey at Fort Bragg and say I should build this road down to Pope Field. The money was appropriated by the Congress to build it.

Instead, I went ahead and built alleys behind his quarters and others, and when the inspector general came down, I was scared worse. He was a major and I was a second lieutenant.

Mr. BROWN. Does that system operate now, as well as then?

General DENNISTON. There is some feeling—I do not think I am unusual; I think I am average for my contemporaries in my rank—I do not think I am any better than average.

Mr. BROWN. Perhaps I should not say this but I think you are a little above the average, General. My past experience with you has been in official capacity, that you want to be honest and frank, you do not alibi, and you do not slide around, as some witnesses we have had before us, on this matter. And for that I want to compliment you.

Yet, I am still concerned about this thing called the "system" which you have just said to me, in answer to one of my questions, was functioning 30 years ago.

General DENNISTON. Well, it was not in my mind—

Mr. BROWN. And the boy who is just a private or a corporal, if he would violate the law and do something like this, taking something that belonged to somebody else, would be court-martialed where an officer would not.

General DENNISTON. It is possible, Mr. Brown, if I had the courage that I would have now or that maybe experience has taught me, I would have gone in, and it is possible General McCloskey would have said—I hate to put—he is a fine old soldier—his name in this record; this is not to be critical of him—he probably would have said, "All right, young man, don't do it."

But I did not have the courage then to go in with it.

Now, I have a letter here, I think might be interesting. You might be interested. This is from a private first class. I received this in my quarters Sunday. I was too busy yesterday to do anything about it, and I am here today. Tomorrow, if I am back—now, this man is complaining that certain things in his company are wrong, and that his officers are not giving the leadership and the attention to their men that they deserve.

I am going to know all about this just as quickly as I can. He may be just as wrong as could be. But he will never suffer one extra KP, or one thing, because I will see to it that if there is a hint of that, the officer or noncommissioned officer that perpetuates it will be the one to suffer.

Now, this man may have nothing correct in this letter.

Mr. BROWN. We understand that, and we hope you will stick with it. But I can take you down one flight of stairs to my office and have the girls dig out dozens and dozens of letters where enlisted men have complained, and immediately, somehow or other, the "system" begins to slap them around a bit. They have been put on latrine duty or something similar if they complained about an officer. That is my great concern.

I do not care too much about this half million dollars, or whatever it is, that somebody spent illegally. It is a lot of money; of course, for it belongs to the taxpayers, and should have been spent according to law.

But the thing that concerns me more than anything else is this testimony we have heard here, Mr. Chairman, about the "system." That officers feel they are compelled to do things that are illegal, because somebody superior to them wants it done, because they are afraid not to do it. And I tell you, General, that is a tragedy, and it is a dangerous thing for this republic. You know it and I know it.

General DENNISTON. There is no question, sir.

Mr. BROWN. It is a serious situation.

General DENNISTON. I am about to complete 39 years in the military service.

Mr. BROWN. I know. I know something about your career.

General DENNISTON. And it is an honorable profession.

Mr. BROWN. We want to keep it that way, do we not, you and I?

General DENNISTON. That is right. And I feel, Mr. Brown, that fear was far too prominent in this.

Of course, I have been at Fort Lee 4 years now, and they know better. You would be surprised how difficult sometimes I find it to get simple things done, because I do not think anybody is scared of me.

They see me around. They see me mowing my yard or here and there, and sometimes almost throwing an umpire out of the baseball park because I did not like his decision, and that is undignified. But the baseball officials are more scared of me than my troops, I am sure.

Mr. BROWN. I want to thank the chairman for permitting me to ask some of these questions in advance. I just want to make one prediction, and I hope the general will agree with me: That they will not build another airstrip down at Fort Lee contrary to law.

General DENNISTON. Could I expand on that? In my opinion, there will not be another airstrip of that kind under those circumstances or anything akin to it built anywhere in the military service.

Mr. BROWN. I hope that will be the effect of this.

General DENNISTON. Because there is not a general in the Army that does not know all about the 2½ years this has hung over my head. I doubt if there are very many admirals that do not know about it, and you can be awfully sure that the purpose, which is to prevent reoccurrence, has been served.

I might illustrate that.

The other day—maybe it is a month ago—I saw a big pipeline going in at Fort Lee, and I did not remember any authority for it, and it looked to me like more than a \$25,000 project. I stormed back to my office only to find out that it was a military construction of the Army specifically authorized by the Congress, being done by the district engineer, and it was none of my damn business.

Mr. BROWN. Thank you.

Chairman DAWSON. Will you proceed, General, with your testimony?

General DENNISTON. I think I had finished on this last line, in which I signed the letter, which was the line that we should keep it confidential. Why that did not flag this to me—you see, we are supposed to operate, theoretically at least, under a management by exception, which, as I understand it, is you look for danger signals, and then you check in detail rather than try to manage each minute detail.

That should have, the purchase of the crushed rock, and when I saw that coming in, in railroad cars and being unloaded and hauled some little distance, that should have told me, because I knew the rules of the game. I was not interpreting them, I do not think.

I knew what they were and I knew what they meant. When the contract—when we found that the engineer company lacked the equipment, when they came back and they had the contract, I knew that it was a contract for the paving. I know that it costs money, so much per square yard, to lay several—2, 4, whatever it was—inches of asphalt. That should have told me.

To move just a little further forward: After it was brought to my attention by Mr. Pratt and Mr. Kelly of the General Accounting Office, my first reaction was I argued with them. I disputed their figures, because I would not believe it. Perhaps again, maybe I was rationalizing. I could not believe that I could have been that, shall we say, derelict in my duty.

So my immediate reaction was, naturally, to fight it, as I think you generally do when somebody, in effect, charges you with misdeeds.

The subsequent investigations and my reaction when we got into even the possibility of items from the files being destroyed, that was not only the wrong thing to do, but it was a stupid thing to do.

The whole building could have burned down and all those files gone, and this still would have been very easy to establish. This committee or the General Accounting Office could have gone to the firm that sold the crushed rock and their invoices would show exactly what it cost.

They could have gone to Burton P. Short & Co. in Petersburg and their invoices would have showed exactly what he was paid to put that paving down. All through it.

Chairman DAWSON. But their invoices would not show what it was used for out at the camp.

General DENNISTON. But, Mr. Chairman, there it was, laying—what is it—2,500 feet long and so many feet wide. It was there for everybody to see.

Chairman DAWSON. But they wouldn't know the bookkeeping, and those who built the airstrip had it charged up to other projects, other than the airstrip.

General DENNISTON. That is correct.

Chairman DAWSON. Knowingly.

General DENNISTON. But I venture that if all of their files had been destroyed, that this would have come out. Now, I do not mean that I think it was wrong because they would have been caught anyhow. It was basically wrong.

Chairman DAWSON. They would not have been caught if the General Accounting Office had not been carrying out its duty to the Congress and looking into your accounts, and everything was done by the military or someone in the military to keep the General Accounting Office from finding out what was done.

General DENNISTON. I don't recall Mr. Kelly telling me, but I read that in his testimony that he came across something in some file that gave him an indication, and then—

Chairman DAWSON. The witnesses, the officers testified one after another.

General DENNISTON. That is correct.

Chairman DAWSON. That they knew it was wrong, but they were afraid of the "system."

General DENNISTON. The only thing, Mr. Chairman, I can say on that is, as far as I was at that time operating at Fort Lee, they had nothing to fear from coming out and stating—they could have come to me. I was available then. I am available today.

Chairman DAWSON. But your availability today has been in trying to make excuses for each and every individual that was doing wrong, knowing that they were doing wrong, and trying to hide it.

General DENNISTON. I don't believe so. I have tried to indicate that I know they did wrong.

Chairman DAWSON. They knew they did wrong, but they feared the "system." And if you permit a "system" like this to grow up in our Army, where is it going to end? Where will the responsibility end, if ranking officers will try to make excuses for those who did wrong?

General DENNISTON. I do not think that I am trying to excuse a specific act of any of these individuals.

Chairman DAWSON. This was not an act. This was a conspiracy carried on and extended over lengths of time, to reach a certain ultimate end.

General DENNISTON. All I have tried to do is to indicate that I have known all of these people——

Chairman DAWSON. But your knowing them, General, does not excuse their doing wrong.

General DENNISTON. No, sir.

Chairman DAWSON. It is conspiring against the Government.

Since when did what you believe of them personally matter at all when they knowingly did something against the rules of the Army?

General DENNISTON. Well, I have not intended to excuse them in wrongdoing. I am trying to assume my proper responsibility in this, which I feel very strongly. I feel strongly that I failed not just in the specific fact that I did not check in great detail, as I should have.

Chairman DAWSON. Your failure to catch it, as you should have, does not excuse them from knowingly and willfully going ahead and violating the rules of the Army.

General DENNISTON. That is correct.

Chairman DAWSON. And the laws of the United States. And, yet, where it has been demonstrated that they did that, you sit there now and try to make excuses for them, based upon your supposed knowledge of them, when the facts are already before the committee, showing the conspiracy in which they worked.

General DENNISTON. Mr. Chairman, I am not consciously trying to excuse them. Again, I am trying to face my full responsibility, which was failure to check in sufficient detail to know, not assume, not believe, but to know that what we were doing was right. Beyond that, I feel that I had failed them in leadership, or they would not have done this.

Chairman DAWSON. General, it is an old habit of lawyers, when they have no defense for their client to blame the police and everybody else, in order to get minds off of their client.

Now, you have tried to throw around the men who did these things under you a good opinion—you are trying to take the responsibility for what was done by them outside of the law and divert our minds from them by telling us that this thing was wrong and ought not to have been done, but trying to say how long you have known them, and during all of that time they were angels with wings.

Mrs. Granahan, do you have any questions?

General DENNISTON. May I say this: That my basic premise is that the law was violated and anything that I say can only be, at most, in extenuation. It cannot excuse.

Chairman DAWSON. Nor can it remove the responsibility legally that they owe the Army when they knowingly violated the rules of the Army?

I spent 2 years in the Army in World War I, and it was a trying experience, one that will live with me as long as I live, because many things that would affect me then would never affect any other soldier other than one that would be handicapped as I was, and things have

changed in the Army since that date, and I am thankful that I have lived to see them changed.

But I hope now that we can remove the possibility of a thing like this occurring in the Army again.

General DENNISTON. Well, I will say this: That any commander in my position that has anything like this happen to him in the foreseeable future, while memories are fairly good, it will be his own damn fault.

Chairman DAWSON. Did you have any questions, Mrs. Granahan?

Mrs. GRANAHAN. No, Mr. Chairman.

General, I was just thinking you probably had too much confidence in your staff.

General DENNISTON. I have seen that on the part of far abler leaders than me. The greatest man I served under in World War II put too much confidence in certain members of his staff.

Mrs. GRANAHAN. According to the chain of command, could any colonel, would he feel free to come to any general, I mean even though you had issued an order that they should come to you?

General DENNISTON. They could come to me, I feel sure, although I cannot speak for another man; they could have come, and I do not know that they did not come to my chief of staff because I have not seen him. He was gone when all this came up. He has since been in Okinawa and has since retired.

I have avoided cross-examining people because I felt it would be a violation, as long as their case was pending. They should have felt they could come to me. They could have gone above me to General McNamara.

The ability, I felt, since my very early days when I was in, the way we were in awe of generals 30 years ago astounds me. We seldom saw one. We would not have had the temerity to approach one. We were children. We spoke when spoken to. But that is so different today.

Our whole system is much more informal and makes for more interchange between senior officers and junior officers and noncommissioned officers right down the line.

A private does not hesitate to salute and stop and then speak to me as I walk around the post. And I want him to because that is one way I can find out something, get down through this necessary, but sometimes awfully handicapping, staff, to get down and find out what Private Jimmy Jones is really thinking about.

Mrs. GRANAHAN. Is it not true, General, that the private might have to go to someone next in command before he went to you?

General DENNISTON. He should, but I am a realist. By the time—if he felt real strongly, if something was bothering this boy, by the time he got up through the first sergeant, the company commander, the battalion commander, the group commander and maybe some of my immediate staff, he might never have got to me.

If it was real serious, it would have happened. I recognize that.

Now, I cannot publish that I want every soldier, all 11,000 or 12,000 of them, to bring all their problems to me. But I actually like for a sampling of them to do that because that is my means of finding out what is really going on way down there, and it is difficult.

It is difficult for me to know whether I am running a good command. People tell me I am. They are people whose efficiency reports

I make out. I don't mean they are not honest, but their future depends, to some degree, on my opinion of them. So they are bound to be a little careful. They are bound to try to show me the brighter side of what I get credit for, not what they do, but what I do.

Mrs. GRANAHAN. I think it is very commendable, General, that you should, let me say, take the rap for something like this when you know really that these people are guilty.

General DENNISTON. I don't feel that I am taking the rap. I have never passed the buck in 39 years, and I am not going to start.

Mrs. GRANAHAN. Maybe you are being too generous.

General DENNISTON. One of my points is that I would not—I have a suspicion that within the Army one group investigating this thought that maybe it would be passed to General McNamara and he would throw it back to me and he and I would maybe fall out over it.

If I there on the ground did not know what was going on, how could General McNamara, who was responsible for my command, and you know General Anderson's tremendous command in Philadelphia, which is much more complicated to operate than mine. Mine is people. How could he know?

So I want to leave the service with a feeling that I have not ducked responsibility yet, because I hope to live a long time, and I am going to have to remember. Other people can forget it, but if I ended my service on chicanery or an effort to step out, side, and let the shot hit somebody else, I could not sleep very well.

And this has been on my mind for 21½ years. I promise you I slept very well last night.

Mrs. GRANAHAN. Thank you, Mr. Chairman.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. General, there is a statement in Mr. Baras' report here, a quotation of a letter from General Viney to, I think your predecessor, Major General Evans, which reads, as follows:

MCA funds are even more of a problem this year than usual. Possibly you have some O. & M. funds which could be so applied.

That, to me, would indicate that among certain officers, at least, there was a feeling, if you could not get a military construction authorization, that the way around it was the use of O. & M. funds.

Do you feel that that point of view is justified? And, if so, do you think it obtains today in circles in the Army?

General DENNISTON. I will answer it in reverse. It does not pertain today. That I know.

And I would have to presume that General Viney, at least, had in mind within the statutory limitation that the Chief of Engineers, I believe, in this case was authorized to approve, which was \$25,000 worth on any project.

Mr. ANDERSON. I am also intrigued in going over this statement by Mr. Baras, when this staff study was made—I think it was originated as a result of a letter that was written by Colonel Pennington early in 1959—he states that he wrote a letter to the commanding general at Fort Lee—and I assume that was you at that time—pointing out that the Chief of Engineers had forwarded a copy of the Deputy Chief of Staff for Operations' findings with respect to the

unsuitability of the airfield, and that he requested them to be advised whether a field could be sited on Fort Lee.

Did you actually see that letter from Colonel Pennington?

General DENNISTON. I did not. I have seen it since. I did not see it at that time. Many things, I am sure, as you know, are addressed to the commanding general.

Mr. ANDERSON. To whom would that letter have gone?

General DENNISTON. It would have been staffed in the G-4 section, and I presume by Colonel Ridlehuber.

Mr. ANDERSON. It would have been seen by Colonel Ridlehuber?

General DENNISTON. It definitely would have had to be. And since it referred to matters which would have affected the responsibilities of the assistant staff G-3, it would probably have been seen by the then G-3, Colonel Burr.

Mr. ANDERSON. This goes on, then, Mr. Baras' report, since I understand you have read it, to say that the staff study then was made and it was submitted for comment and so on, and then I read further and I find that you informed the staff of this committee that the views of G-3, the views and recommendations of G-3, were never brought to your attention, in which he pointed out that a landing area of the kind that was contemplated by Colonel Ridlehuber was just out of the question here, for many reasons, but you never saw that staff study?

General DENNISTON. I did not. I am not sure, it may have been attached among the various exhibits to the letter that I signed to General Evans that I previously referred to.

I knew that there was a question about this being what they call an Army airfield, and that, incidentally, was my first knowledge of what an Army airfield really is.

I recall I was somewhat surprised because I had, up until then at least, had the opinion that the Army operated low performance aircraft; that their ideal was aircraft that could land in a plowed field, in a minimum length, and regardless of obstructions.

So I remember wondering what difference does it make whether this is an airfield that will take high performance, all weather, other than the all-weather operations in a fighting front, where you are going to land the best you can, wherever you can.

But I never had any qualm about whether this would be an airstrip or an Army airfield because I did not consider we needed an all-weather field.

Incidentally, we have got one that is fairly good. I have landed there frequently at night, and the reformatory lights are the best navigation aid I have ever seen.

Mr. ANDERSON. The statement further goes on to say that Colonel Ridlehuber was informed by the staff—and I think that refers to the staff apparently of this committee—he informed the staff of this committee that G-3 had been taken to task by General Denniston at a meeting following the staff study.

You would deny that completely?

General DENNISTON. I know that I never took Ralph Burr to task.

Mr. ANDERSON. Do you recall any meeting about this staff study?

General DENNISTON. I do not.

Mr. ANDERSON. What is the purpose of the staff study? Is that not made for the commanding general?

General DENNISTON. That is correct.

Mr. ANDERSON. So he will be informed on something?

General DENNISTON. That is correct. But if that staff study is not— if the commanding general does not know it is in existence and it is not brought to his attention, again, there were plenty of other things that should have told me.

Mr. ANDERSON. Well, why would it not have been brought to your attention? Let us stick to that point.

Why would a staff study be made and views solicited of all these people, G-3 and G-4, and then be concealed from you?

General DENNISTON. Well, whether it was concealed or whether it was not thought it was of sufficient importance, I do not know.

Mr. ANDERSON. What I am leading up to, very frankly, General, is this:

You have been frank—I think that is the word to use—in saying that there is no excuse for what happened here; that there was a clear violation of the law; and that the most you can give us is extenuating circumstances.

Why, then, were not there some courts-martial?

Why can officers violate the law clearly and then all we have is a letter of reprimand in the file?

It seems to me there ought to have been something more than that, and I am wondering if, in view of your statement that it would have been up to you to prefer the charges, and you knew that if you preferred charges against these men, that that, in turn, would effect the preference of charges perhaps against you by higher headquarters—

General DENNISTON. No, not against me.

Mr. ANDERSON (continuing). If there is not something wrong with the system here?

General DENNISTON. Well, I would have to say I do not think so, because by the time—if this had been something that, we will say, my inspector general or somebody on my staff had uncovered and brought to me, I do not know whether I would have preferred charges.

I mean I would not like to make a hasty judgment as to what I would have done.

Mr. ANDERSON. Let us assume that when the information was brought—

General DENNISTON. Then it would have been my business to do it.

Mr. ANDERSON (continuing). Brought to you, it was in the detail that we have it here in Mr. Baras' report, that instructions were made to actually code some of these costs and expenditures to fictitious accounts, and accounts that had nothing whatever to do with the construction of the airfield.

Would you not have thought it your place and duty to prefer charges under those circumstances?

General DENNISTON. If by then the case was not being acted upon in higher headquarters—I did not really feel that I made a decision to or not to prefer charges.

Mr. ANDERSON. Then I misunderstood you.

General DENNISTON. I meant to say, based on the best legal advice I could get, that this was not the time or the place to prefer charges.

Mr. ANDERSON. In other words, you would leave that to whom, then, a higher headquarters?

General DENNISTON. Immediately to the quartermaster general, who in this case was my immediate superior and commander, although on a legal, technical basis, the court-martial jurisdiction goes from me to the commanding general, the 2d U.S. Army. That is part of the military legal system in which, while I am not under his command, court-martial and certain other things go to him in the established chain of review and court-martial jurisdiction.

The quartermaster general does not have, or did not have—he does not exist any more—court-martial jurisdiction.

Now, I considered, and, as I say, I considered this definitely a legal matter in which amateurs, nonlegal people, should be guided by the best legal counsel available to them, in this case made available to me by the Government in the form of first my staff judge advocate.

Mr. ANDERSON. Was his advice predicated mainly on the theory that you would not be able to get a conviction of these people under the Military Code of Justice or what?

General DENNISTON. I do not recall. I know that that was mentioned. It may have been mentioned by me. It may have been mentioned, discussed with my judge advocate. But in this case my judge advocate is primarily my adviser on purely military law. This was in a legal field that was civil rather than military law.

So, therefore, I felt that the General Counsel of the Office of the Quartermaster General, who was available to me, and who made several trips down to Fort Lee to sit down with me, and at length go over this, and his advice, and he assisted in my preparation of the reprimands, was that that was the strongest punitive action that I could take and not endanger subsequent prosecution, if either the Department of Army, the 2d U.S. Army, as it ultimately went up to the Department of Army and then back down to them for action, or the Department of Justice, if and when, and later the Department of Army or the Department of Defense sent it all to the Department of Justice.

Mr. ANDERSON. In other words, that a court-martial conviction—

General DENNISTON. In other words, I was not making any decision.

Mr. ANDERSON (continuing). Would have put these people in jeopardy so they could not be prosecuted civilly?

General DENNISTON. That was my advice. As I say, I do not know much law but I do know that I could have bungled this and (1) perhaps prevented the ultimate dispensing of proper justice and (2) open myself up to criticism that I had deliberately whitewashed this by preferring charges and going through the formalities.

Now, we have heard of that. I don't know whether it happens or not. I have never seen it. Oh, I did once as a young lieutenant. We tried an MP by court-martial. The civil authorities refused to prosecute the case.

And, as I recall, the legal authorities in the military then said—I was an assistant trial judge advocate—that we would put him on trial so that he would either be convicted or cleared, and he would not have this hanging over his head, so I guess it is done.

Mr. ANDERSON. General, no member of this committee, I am sure, has any desire to be vindictive in this matter or be vindictive as far as the Army generally is concerned, but, as we have had occasion to inform other witnesses who have appeared before this committee, we are interested in seeing that there is no repetition of the tawdry and sordid series of events, in our opinion, reflected in the pages of this report.

Our concern is whether or not a reprimand under the circumstances disclosed here is, in fact and reality, anything more than just a slap on the wrist, or whether it is of sufficient import to drive home to the Army and to the people involved that this kind of thing is not going to be countenanced?

General DENNISTON. I think that depends entirely on the character and the attitude of the individual so punished.

If he is an individual who can rationalize the fact that it did not physically, financially, or otherwise hurt him, he probably will sweat it off. I can promise you that it hurt me. It hurt me more than going to jail, that after 39 years of service with nothing but commendations on my record, I don't like that reprimand. I deserved it and that is what hurts.

Mr. ANDERSON. Do you think, General, with administrative reprimands in the files of these men, that the word, as you said, I think, has gone out nonetheless, as far as the services are concerned?

General DENNISTON. My best evidence on that, as you probably know, in my age group, my contemporaries are pretty much the people running the Army, and the same, the Navy and the Air Force.

In the Air Force they may be a little younger.

I cannot run into a general that I have not seen for a while that does not make some remark that he is needling me, but behind it there is a consciousness of he sure is glad he is not in my shoes.

I went through a receiving line when General Anderson was sworn in as Quartermaster General, and the Vice Chief of the Army, who I have known since I was a plebe at West Point, is a man with very little sense of humor. He is a fine soldier.

I was scheduled to have Denniston Day 2 days later at the Federal reformatory. They were putting on this little tribute, I guess you would call it, for me for what I had done to help the Department of Justice in their rehabilitation of this correctional institution.

And the Vice Chief looked at me and said: "My God, Danny, I thought you were in jail."

And I said: "No, I don't go until day after tomorrow."

Now there, right at the top, is an indication that when he sees me, the first thing he thinks about is the Fort Lee airfield and why I am not already in jail for it.

Now, I am not being facetious, Mr. Anderson.

Mr. ANDERSON. I appreciate that you are not.

General DENNISTON. I am trying to emphasize that it does not excuse one iota, but it is, I think, assurance to this committee and to the Congress that, although eternal vigilance is still needed, it is most unlikely.

I would suggest looking into other fields, because I think this one will be barren of wrongdoing for some time to come, sir.

Mr. ANDERSON. Do you have any suggestions that you would make to this committee with respect to any changes that ought to be made either in accounting or financial procedures and so on?

General DENNISTON. I think that the changes, and one I believe Colonel Healey called to your attention is a very simple one and one that I should have known was not in effect. I didn't. And that was requiring the comptroller—now, he keeps an accurate account of money, or did, in this respect, that money spent is appropriated. It has come down through the proper channels and it is on hand.

He didn't then, wasn't required—perhaps he might have thought it up.

I believe Colonel Healey says, after the fact, he wonders why he didn't on his own. He was not required to keep the records as to how much was spent against this project and that project as long as, when it flowed back through his finance and accounting section, it was properly accounted for in that it was charged to a proper code; a code—I don't mean the right one; I don't want to be misunderstood; but to a code that to him was OK.

And the money was there, and when the finance officer issued the check, he wouldn't be overdrawing an account.

Now, he is required to keep track of each of these projects. He is required to know exactly how much is authorized for each project. He is required to check into—I don't know—to see whether they are approaching the limit.

So I think, as far as I am competent in accounting, which is not very, because I am somewhat of the old school on these new accounting methods and automatic data processing and all these things are a little beyond my education. I am an engineer rather than an accountant. But, I am sorry, I have talked far too long in answering a simple question.

I think that within the military—I would assume in other services as well; I know within the Army—that this has been tightened up to the point that I doubt if it would happen again.

Chairman DAWSON. Mr. Smith?

Mr. SMITH. General, I believe you said you were aware of this \$25,000 limitation?

General DENNISTON. Yes, sir.

Mr. SMITH. And it was apparent to you that this project was going to exceed \$25,000?

General DENNISTON. It should have. Now, we have to—again, I am not trying to excuse myself one iota, but my understanding was that anything except direct materials, any expenditure in connection with the company of engineers that came down there, was a training expenditure chargeable to the training they received and not chargeable to the project.

Mr. SMITH. I thought you had said earlier—

General DENNISTON. Because, after all, I saw the figure \$18,000. Now, that is a big hunk, and I could have assumed that they had gotten the \$18,000 the year before without my, say, personal intervention.

Mr. SMITH. I thought you had said earlier that as soon as you saw the project, it was apparent to you it exceeded \$25,000, and you just did not recall any authorization.

General DENNISTON. No, sir. I think I said it should have been apparent to me; that I am enough of an engineer that I should have questioned anybody's figures.

Now, it is difficult—I know so much about this after the fact that I did not know before.

Mr. SMITH. Well, then, were you, or were you not, assuming that this was an authorized project?

General DENNISTON. I was assuming that this project was entirely in accordance with law and regulation.

Mr. SMITH. As an authorized project?

Chairman DAWSON. He did not answer your question.

Mr. SMITH. As an authorized project?

Chairman DAWSON. You did not answer his question.

General DENNISTON. I will try to, sir.

Mr. SMITH. Were you assuming that it was in accordance with law as an authorized project?

General DENNISTON. Yes, sir.

Mr. SMITH. Or under \$25,000?

General DENNISTON. As an authorized project under \$25,000.

Mr. SMITH. You assumed it was both, authorized and under \$25,000?

General DENNISTON. Yes, sir.

Mr. SMITH. It would not have to be authorized under \$25,000, would it?

General DENNISTON. Oh, yes. Now, again, I may not have this exactly correct. If it is over \$25,000, it must be specifically authorized by Congress, I believe. If it is \$25,000 or under, I believe in this case, or as it was then, the Chief of Engineers can approve it. Now, I am not sure. This has varied through the years.

Mr. SMITH. In other words, you thought it might be authorized for less than \$25,000?

General DENNISTON. \$25,000 or less.

Mr. SMITH. What was the amount you thought it was authorized for?

General DENNISTON. I do not recall that I saw the figure of \$24,750—some figure. It is something just under \$25,000.

Mr. SMITH. Was this preceding—you saw all this money being spent and some question came into your mind as to whether or not this is within the authorized figure?

General DENNISTON. The question did not. Now, again, assuming, which I assumed rightly or wrongly, that anything in support of the company—up until the rock was procured and put down and the paving, the bulk of this was labor, the vast bulk, use of T.O. & E., equipment assigned, bulldozers, and all, equipment that this company normally used in its military mission, which, I believe, was one of the things to build airfields as one of the jobs that they would be trained to do.

Mr. SMITH. In your position as commanding officer of the post, did you delegate all this type of responsibility down to somebody else, or just go around and look at the projects, or did you try to follow them closely yourself?

General DENNISTON. I thought I followed this project very closely.

Mr. SMITH. But you did not have any figure in mind as to what was authorized?

General DENNISTON. I did not check the financing of it. I depended on my staff, and, specifically, this was G-4's project.

Mr. SMITH. And, in fact, General, I believe you said before here that you had known most of these people for many years?

General DENNISTON. Some of them I have. Of the ones that have appeared, I had never seen Major Swartz until I took command of Fort Lee. But I did see a great deal of him.

Mr. SMITH. This is really not unknown, is it? This is a part of the system, the commanding general delegates to somebody else and he delegates to somebody else. You have known each other for 30 or 40 years; so you assume they are going to carry it out?

General DENNISTON. Well, that is not—I would not say that is correct.

Mr. SMITH. It is not?

General DENNISTON. I do not think I am an overzealous detailist. But I do not delegate the training of troops. I have a G-3 who is responsible for training. But the bulk of my experience in all my years in the Army has been in training. I have done procurement, as Mr. Lanigan knows. We have met in those circles, and I have done others. I have spent a lot of time in the educational system.

Mr. SMITH. But in the financial part—

General DENNISTON. I delegate—I did, I don't as much now—I delegate more of the operation of Fort Lee as a physical plant than I delegate of my basic mission, which is to train individuals and units.

For instance, I received about 4,000 Reserve and National Guard units in this recall starting in October. I know every company commander. I know every first sergeant, battalion commander. I am constantly down there making sure myself that these men are kept busy; that they are doing useful training.

Mr. SMITH. So, due to your personal experiences and so forth, then, you tended to delegate financial matters more than troop training?

General DENNISTON. That is correct. Perhaps—you cannot put too much emphasis on training troops because that is what this is all about, but you have to find time for the other things, too, and perhaps I didn't.

Mr. SMITH. And you had known these persons for many years to whom you were delegating these financial matters?

General DENNISTON. Most of them I had. Some of them I had not known, but I felt that I got to know, and I felt that I could place confidence in them in their specific special fields.

Mr. SMITH. And, although you did not mention it before, among these persons then was Colonel Shirley?

General DENNISTON. That is correct.

Mr. SMITH. And you, I believe it is correct, were his superior officer?

General DENNISTON. He was my deputy, and I had known him longer and better than any of the rest.

Mr. SMITH. In fact, you were his superior officer at another time when procurement scandals were investigated by a committee of the Congress, were you not?

General DENNISTON. No; not in the time frame as to the occurrence. I was in the cloistered halls of the Army War college as an instructor.

Mr. SMITH. But you were acquainted with all of this?

General DENNISTON. I knew it after the fact. I followed the hearings because by then I was Deputy Quartermaster General. I had had nothing to do with the chain of command or anything else. I was completely out of the Quartermaster procurement system at that time.

Mr. SMITH. In view of these previous procurement problems involving Colonel Shirley, should you not have been alert that you should be a little bit hesitant about delegating all of these or some of these financial matters here?

General DENNISTON. Colonel Shirley, in turn, delegated almost as much of this as I did. In this particular case, and the reason, not the excuse, the reason was that the system placed this in the hands of the program director, and he was, as I understand it, supposed to have wide authority, I guess you would say, to accomplish projects within his program.

Mr. SMITH. And, as I understand your testimony, then, in the main, you are saying that Colonel Riddlehuber was the principal one upon whom the blame must fall, is that correct, General?

General DENNISTON. Yes.

Mr. SMITH. Then why did he only get a reprimand the same as the others, such as, for example, Major Swartz gets a reprimand, too?

General DENNISTON. Of course, that was my decision, because I signed the reprimands. I prepared the reprimands with advice of counsel. There is not much variation below a charge and a court-martial. To me, the difference—we could have started with so many reprimands and so many administrative admonishments.

Frankly, I have never been able to tell the difference. Both of them say, "You did wrong."

Mr. SMITH. In your experience, do you find cases where you give reprimands later go to court-martial?

General DENNISTON. I do not recall one.

Now, actually, I have preferred, myself, very few court-martial charges in my career. I am very proud at Fort Lee, where I have had more occasion, we have had very few court-martials.

Mr. SMITH. You said earlier, as I understood it, that preferring a court-martial here might have bungled other penalties against him.

So, in fact, when you issued a reprimand, you were, in fact, bungling the opportunity to court-martial?

General DENNISTON. No, sir.

Mr. SMITH. You think there would be a court-martial?

General DENNISTON. No; a reprimand is not—he has not been tried in court under the Code of Military Justice or in a civil court.

Mr. SMITH. But it closes the file and you just said that you do not know of any cases where there has ever been a court-martial—

General DENNISTON. I do not know, but I am not sure but that these are the only reprimands that I have issued in my whole career. I have not been in command positions a great deal.

Mr. SMITH. But you do know of other reprimands being issued?

General DENNISTON. I do, but I do not remember whether they were followed—I do know that it is not—a reprimand, that would be the easiest way to obstruct justice. I could not imagine a legal system that would permit that, because that would be just too easy. I had no thought of whitewashing or wiping the slate clean with one letter of reprimand.

Chairman DAWSON. He has not admitted yet in his thinking that any wrong was done here. He studiously avoids that, seeks to absolve them from any wrong, regardless of the evidence that is before us.

General DENNISTON. I don't think so. If I haven't, I will state that each individual, by his own testimony, and that is, I think, the best information I have, although I have quite a volume of data that has been provided me by various of the unit people that have investigated and looked into this, that any one of these who miscoded or directed a miscoding, a charging of materials, labor or anything else to one project, when he knew that it was going to another project, was wrong.

Chairman DAWSON. Somebody did that?

General DENNISTON. They did it, and—

Chairman DAWSON. Well, Colonel Ridlehuber did that, and yet you tried your best to whitewash every man that is under investigation here, ignoring facts.

You sought by your engaging personality to influence this committee against the facts. I believe you regard that as part of your duty to them, to cover up for them, to be a father for them and cover up their wrongs and seek to make excuses for them.

General DENNISTON. I haven't meant to. Mr. Chairman, I do—

Chairman DAWSON. Have you read this record?

General DENNISTON. Yes, sir.

Chairman DAWSON. Do you not realize that officers here knowingly diverted funds that they should not have diverted?

General DENNISTON. Yes, sir.

Chairman DAWSON. Then how can you excuse them? They did it. It is a fact that they did do that.

General DENNISTON. I have tried to say that I do not excuse any single or series of wrong acts, especially those in which the record shows by their own admission they did something. Now, that is the best evidence I know of. It is not circumstantial.

Chairman DAWSON. The record shows by the testimony of others—

General DENNISTON. That is correct. But the final thing is, when a man says, "Yes, I did this."

Chairman DAWSON. That is not the final thing. That is why they have courts and juries to pass upon the evidence before them.

General DENNISTON. I spoke in a field in which I am not competent. I mean that that removes any doubt from my mind, when a man, himself, states that he did something. Then any doubt I might have had previously is erased, any doubt that he did it. I am afraid I am not making myself clear.

Chairman DAWSON. You are making yourself very clear, General, and it is very clear to us what happened here. We know what happened. It has been testified to by others, by those in the Army, that you have come up and tried to whitewash.

General DENNISTON. I have not intended to, sir. I feel that each of these individuals—I think there are matters of degree, but only degree.

Chairman DAWSON. You see nothing in this entire incident where anybody ought to have faced a court-martial for having violated, knowingly violated, the rules of the Army, the Military Establishment?

General DENNISTON. The fact that I did not prefer these charges did not mean that I was saying they should not.

Chairman DAWSON. Would it not be your duty to prefer them if the circumstances warranted it?

General DENNISTON. Not as best I know, not when higher authority has the matter under investigation and has indicated to me that it will be submitted to the Department of Justice and to the Judge Advocate of the Army.

I am sure——

Chairman DAWSON. Is it the custom of the Army to submit their cases as they arise to the Department of Justice before bringing it before the proper military tribunals?

General DENNISTON. That was a decision made by the Judge Advocate General of the Army, and my decision——

Chairman DAWSON. Did the Judge Advocate General of the Army tell you not to prefer charges against them?

General DENNISTON. No, sir, not——

Chairman DAWSON. Did he relieve you of the responsibility of preferring charges against them?

General DENNISTON. I would have to say no.

Chairman DAWSON. That is all.

Mr. SMITH. Who decided a reprimand would be given? Did you make that determination?

General DENNISTON. That had to be my decision.

Mr. SMITH. Were you ordered to do so by General McNamara?

General DENNISTON. No. The General Counsel of the Office of Quartermaster General advised me that that was the proper legal action to take to meet my responsibilities.

Mr. SMITH. Then going to General McNamara was merely a technicality to approve your decision, is that right or not?

General DENNISTON. His staff, his judge advocate, his general counsel advised me.

I do not recall that anybody, that General McNamara or anybody else, either told me to do it or suggested that I do it. In effect, his general counsel was acting as my proper legal adviser.

Mr. SMITH. Was this submitted in writing?

General DENNISTON. And I know that it was his opinion, his legal opinion, acting as a counsel in the Government service, his legal opinion that if I preferred charges and did not get convictions and whatever maximum penalties, that from then on the case would be closed and nothing either in military justice or civil justice would have been——

Mr. SMITH. Where is the Judge Advocate General's office, over here in the Pentagon?

General DENNISTON. In the Pentagon, I believe. I am not sure.

Mr. SMITH of Iowa. And you are located at Fort Lee?

General DENNISTON. Yes, sir.

Mr. SMITH. Did you communicate by memorandum explaining what had happened and asking him for legal advice?

General DENNISTON. No, sir.

Mr. SMITH. Well, then, you were together for a conference, is that right?

General DENNISTON. Not with the Judge Advocate General himself. My staff judge advocate went to both the 2d Army Judge Advocate Office and the Office of the Judge Advocate General. Whether he talked with the Judge Advocate General, I know that he had knowledge of all this from others.

Mr. SMITH. Was there any communication in writing telling you this was the proper procedure?

General DENNISTON. No, sir.

Mr. SMITH. Then you just received word of mouth from your judge advocate?

General DENNISTON. From my judge advocate and from the general counsel in the Office of the Quartermaster General.

Mr. SMITH. You proceeded on that basis, then, to make a determination that a reprimand only would be given in this case?

General DENNISTON. That is correct, at my level.

Mr. SMITH. We find that this determination was made by you, that you have known all these men for 30 or 40 years—

General DENNISTON. Oh, no; that is not correct. Some of them I knew only from the time—and none of them had I ever served directly with.

Mr. SMITH. But the ones involved that might have been subject to court-martial, you have known some of them at least for some time?

General DENNISTON. I had known all of them for several years at Fort Lee.

Mr. SMITH. I just wonder if the procedure is adequate of having persons at this level make the determination that court-martial will not be the procedure used under these circumstances?

General DENNISTON. If that blocked, I would say yes.

Mr. SMITH. What?

General DENNISTON. If that blocked any higher.

But since all this, as I understand it—and this is hearsay, I am sure it is factual—all of this has been sent to the commanding general of the 2d U.S. Army for his decision as to any courts-martial, which, for all I know, could have included whether or not to prefer charges against me, I don't know, or not.

Mr. SMITH. Who wrote up the memorandum to go up there?

General DENNISTON. It went from the Department of Army. I would presume—

Mr. SMITH. Did they send someone down there to investigate and get these facts?

General DENNISTON. The Inspector General of the Army—I believe that has been referred to in the testimony, I believe it is in the record—the Inspector General of the Army was directed in coordination with the Judge Advocate General of the Army by Mr. Brucker, the Secretary, personally, to make a complete investigation and, I presume, advise him as to action.

If my memory serves correctly, to be chronological, this was then sent by the Department of the Army, perhaps on the personal decision of the Secretary to the commanding general, 2d Army, for him to determine whether or not charges would be preferred.

It is my understanding that he sent it back stating that they should not be. Now, that does not mean that they could not be.

However, that at this point was his decision, not mine. I felt that I was leaving it open for higher authority, more objective authority, as I think you have brought out, than mine.

Mr. SMITH. We get examples here, as Members of Congress, almost every week. I am thinking of one right now where a boy cashed a check at a PX that was in excess of the amount of money that he had in the bank.

He got 6 months in the brig. This is a court-martial. There is no question about it, you just court-martial him. If he had been under civilian authority, he probably would have gotten something less than that, at least.

But here we come to a decision that is made by someone that has been well acquainted with the other person as to whether or not the other person should be court-martialed.

Now, a judge in civil courts would disqualify himself if he had known the person for 30 years and was well acquainted and graduated from the same school and so on and so forth. Is this really a proper system?

Do you have something better to offer?

General DENNISTON. I think it would be wrong, and I would disqualify myself just as quickly as a judge.

Mr. SMITH. But you made the decision—

General DENNISTON. I made the decision, really—my decision was to pass it to higher authority for decision, so, in effect, I gave the reprimand, and at a much later date a decision above my authority was made not to prefer charges, and with that decision I had nothing whatsoever to do.

I did not even know until sometime later that it had been made.

Mr. SMITH. You see, one of our main concerns here is not just the \$500,000. It is also the fact that this system operates, and the revelation that the system operates to the extent that junior officers will violate the law if told to do so by their superiors.

One of the main differences between us and some of the Spanish-speaking countries is that we want a military that is militarily strong and politically weak, and it is going to be just vice versa if junior officers follow their superiors regardless of what their superiors tell them.

I am, myself, very distressed with your testimony, because, in effect, you do not acknowledge that you even are aware that such a system exists. If a man with 39 years in the service and two stars on his shoulders does not even know that this kind of system exists, how can you ever correct it?

General DENNISTON. I don't think I have said that I don't know of instances of it.

I think I have tried to say that I have done everything, I thought I did everything I could to prevent any man under my command being directed to do something that he held was illegal, improper, or for any good reason in his own mind and heart he thought he should not do.

Mr. SMITH. Then, regardless of what you personally have tried to do, you do acknowledge the system does exist?

General DENNISTON. You will have in an organization where each individual down the line is dependent for his future success on an

individual on up, you will have some—I don't know how much—blind obedience, regardless of what they think.

Mr. SMITH. What can be done to break this down in the area just mentioned?

General DENNISTON. Commanders can make it, try to get it down and make them believe it. Now, you can tell them, but making them believe that they do have a chain of appeal and they can appeal, that they can bring their case to a man of judgment and fairness without the fact that they do it—

Mr. SMITH. General, under battle conditions there is no appeal; there is no question about it. We all agree with that.

General DENNISTON. That is correct.

Mr. SMITH. But has there been enough attention directed at having a powerful military in peacetime, and in peacetime nonbattle conditions it ought to be different than under battle conditions?

General DENNISTON. I don't know.

Mr. SMITH. We have only been in this position for 15 years where we have a terrifically strong military in peacetime.

General DENNISTON. That is correct.

Mr. SMITH. Have we really equipped our men to deal with this kind of situation?

General DENNISTON. It is my opinion—and that is all I can have—that your top military leaders of today are far more responsive to—if we want to call it civil authority, or to the basic principles of a democratic military organization, than they were 30 years ago by a great deal. I think there is far less arbitrary action at various levels. I think there is a thorough understanding that we have to lead these men.

Mr. SMITH. That is all I have.

Chairman DAWSON. General, the thing that is worrying me about this military system that we have set up is that those higher up feel that it is their duty, instead of accepting the responsibility to carry out what is the law, both military and civil, they seem to think that:

"We are in the Army; we have got to stand together and we have got to cloak each other," because, certainly, here we know that there was a set purpose to bypass what is the law, and to get away from the responsibilities placed upon them by the Congress. And there is no question about that.

And, yet, you sit there and tried to make excuses for the very men that did it knowingly. It does not matter how long you have known them. It does not matter what impressions you have had of them. Here there is no question but what they set out to get around the Army regulations, and the minute you permit that in the Military Establishment, you are working toward disorder.

And when military men come here before us and seek to justify acts such as we have seen here, then they are not doing anything to make the military the type of institution that it ought to be, because they were given the right to meet an emergency up to \$25,000. Was there an emergency for this field?

That is why they would have had the \$25,000, or set it up under that. There was no urgency there.

Then they went outside of that, still lying about the \$25,000, in that they knew they were going to evade it, use other funds appro-

priated by the Congress for certain definite purposes, shifted them to this airfield, trying to avoid that \$25,000.

And, yet, you sit there and try to justify their actions by saying:

Oh, I knew him; I served with him so many years ago; and he was a good man.

It is just permitting this kind of thing that will justify, will build up in the Military Establishment that spirit that has cost the lives of thousands and thousands of our sons who are entrusted to them.

To be an officer, to my mind, in the U.S. Army places upon him a responsibility of honor, and, yet, you try to justify conduct on the part of knowing officers, officers who knew better, what they have done.

"An officer and a gentleman" should mean something and did mean something and must mean something in the Army.

It is not only the legal responsibility, but it is the conduct, it is conduct becoming an officer and a gentleman. And for that alone you should prefer charges against a man whom you place in a position of responsibility over others, and where he has acted worse than a criminal, entered into a conspiracy to avoid the military law and the rules of the Congress and the laws of the Congress, in order to carry out something that he wanted to do.

I think you should be just as interested as we are, because we are interested in a Military Establishment to protect these citizens of the United States, and we are appropriating money here, three-fourths of the money that we appropriate is for the Military Establishment.

Yet, after we appropriate it, you will not follow the rules under which it is appropriated.

Mr. Anderson?

Mr. ANDERSON. Mr. Chairman, I want to ask the chairman: Are we going to have somebody available to question from the higher headquarters, in this case Second Army, so we can go into this matter a little bit more about how decisions were made?

Chairman DAWSON. We will have that. The general did not finish his opening statement.

General DENNISTON. Yes, sir, I believe I did.

Chairman DAWSON. You have finished that?

General DENNISTON. I would like to say just a couple of more things.

Chairman DAWSON. There is nothing you can say in answer to what I have said. I am not accusing you, General.

I think you are a goodhearted man, and, if left with me, I would put you over a Sunday school, and I think you would teach the children there the right thing to do, because I think you want to do that.

And I do not think it is your duty to cover up what we know is wrong and what you know is wrong.

Mr. Lanigan?

Mr. LANIGAN. I first wanted to ask this: Is it not a fact that initially you gave the individuals involved an oral reprimand?

General DENNISTON. That is correct.

Mr. LANIGAN. And later you were informed that this was not satisfactory to the Comptroller of the Army?

General DENNISTON. I was advised, not directly—I don't think I was told it was unsatisfactory—I was advised to give the ultimate—that I was advised that I should give what is considered the ultimate in reprimands.

Mr. LANIGAN. And who advised you to this effect?

General DENNISTON. The General Counsel of the Office of the Quartermaster General.

Mr. LANIGAN. And then, subsequently, you sent the written reprimand?

General DENNISTON. That is correct.

Mr. LANIGAN. I notice in the response to the Auditor, to the Army Auditor's report, and in the initial report on the incident, you state, regarding Colonel Ridlehuber:

In their zeal they allegedly exceeded certain prescribed limitations, but I do not believe that they deliberately or willfully violated the law.

(The Army Audit Agency report is set forth in appendix 3.)

(Appendix 3—Special audit report by the U.S. Army Audit Agency on the construction of an airfield at the U.S. Army Quartermaster Training Command, Fort Lee, Va., December 30, 1960, appears in the appendix on p. 419.)

Mr. LANIGAN. This was on January 3, 1961. Since then you have seen the record of this hearing, the sworn testimony. Would you still stick by that statement?

General DENNISTON. I used the word "allegedly," I believe, on legal counsel, that I could not state that someone who had not been charged and convicted—now that may not be correct. I have said since, reading this record, reading these individuals' testimony, had brought out things that I perhaps did not know even from all the discussions and all the reports.

There is no question but that individuals violated the law. Some, by their own testimony, under direct orders to do it by others. This I get from the testimony.

If I was writing the same comments today, I would write them differently, because I have more knowledge. And I do not excuse any of these people one bit for any of the violations. I, perhaps, in trying to be loyal to my subordinates, who generally did a good job to me, I may have appeared to be excusing their specific acts. I have not intended to.

Mr. LANIGAN. On the basis of the record as it has been developed and with the knowledge you have now, would your opinion as to the proper action to take in this case be the same as it was at the time you gave them the oral reprimand?

General DENNISTON. I don't believe so. I don't believe today that I would be the person to prefer the charges.

Based on my knowledge today, if any charges were preferred, I believe they should be preferred by a higher headquarters, because I have the feeling that if I preferred charges, that it would be a party to the offense preferring charges, rather than, as Mr. Smith brought out, a higher court where objectivity would exist.

I don't believe that I could disassociate myself to the extent of preferring charges; that the decision should be made by a superior authority to me, which would include whether or not charges were to be preferred for at least neglect, shall we say, of duty, in that I did

not carefully enough, I did not check this as I should have. Now, that would be my best quick judgment, as I see it today.

And whether or not, inasmuch as a reprimand would be in no way a bar, if I was the higher authority, I would not consider a reprimand by a subordinate of a subordinate of his a bar in any way that would affect in any way my decision as to whether I preferred a more serious charge suggesting a greater punishment.

Mr. SMITH. I did not mean, if I may interrupt, Mr. Chairman, just that it might be considered that a higher military authority do it.

Perhaps we should get someone outside the military, because the higher authority may also have a closer relationship of 30 years' standing and the same pressure to compromise judgment would be in existence.

Chairman DAWSON. That would destroy the system in the Army, but we have a military school in which our officers are trained together. They go into the service together, and they know each other. But that requires the highest sense of honor to each other to see that every man lives up to the highest ideal of the Army, instead of trying to cover up for them. You ought to take pride in doing it and establish that attitude in the Army.

Mr. LANIGAN. Now, you made one statement regarding the letter in which you asked for the \$18,000 additional to pay for the troops, and indicated that that should have alerted you to the fact that they may have overspent. I do not think you meant to imply that the \$25,000 was not actually overspent on materials and contract services themselves. The record indicates there was at least \$38,000 overspent in that category.

General DENNISTON. What I meant was the sentence in there that this should be kept confidential. It certainly should have alerted me; not the \$18,000, because my understanding, the best knowledge I had, was that that was entirely aside from the limitation.

Mr. LANIGAN. But even assuming that was aside, you don't want to leave the impression that there wasn't money overspent on materials and contracts?

General DENNISTON. Oh, no; not by any means. No; by no means. But at that time I was not cognizant of that fact. I didn't know that.

Mr. LANIGAN. Now, in the record you read, Colonel Shirley and Colonel Ridlehuber both testified that they had informed you of instances where other projects were going to be charged for the material that was to be used in the airstrip. I think you read that testimony?

General DENNISTON. Yes; I read that and made notes, and I am certain that I had no knowledge whatsoever that anything was charged to a project other than the airfield project until the General Accounting Office called it in fair detail to my attention on their exit interview.

Chairman DAWSON. General, we have to go to the floor, and we will ask you to come back tomorrow morning. The Congress is going into session now.

General DENNISTON. Yes, sir; at 10 o'clock tomorrow morning, sir?

Chairman DAWSON. At 10 o'clock tomorrow morning.

(Whereupon, at 12:15 p.m., the hearing was adjourned, to reconvene at 10 a.m., Wednesday, March 28, 1962.)

# ILLEGAL ACTIONS IN THE CONSTRUCTION OF THE AIRFIELD AT FORT LEE, VA.

WEDNESDAY, MARCH 28, 1962

HOUSE OF REPRESENTATIVES,  
SUBCOMMITTEE ON EXECUTIVE AND  
LEGISLATIVE REORGANIZATION  
OF THE COMMITTEE ON GOVERNMENT OPERATIONS,  
*Washington, D.C.*

The subcommittee met, pursuant to recess, at 10:10 a.m., in room 1501-B, New House Office Building, Hon. William L. Dawson (chairman) presiding.

Present: Representatives William L. Dawson (chairman), Kathryn E. Granahan, Clarence J. Brown, and John B. Anderson.

Also present: Elmer W. Henderson, counsel; Arthur Perlman, professional staff member; James A. Lanigan, general counsel, Government Operations Committee; Miles Q. Romney, associate general counsel, Government Operations Committee; and John P. Carlson, minority counsel, Government Operations Committee.

Chairman DAWSON. The hearing will come to order.

We called this meeting today because on yesterday we did not finish the questioning of General Denniston.

In order not to withhold you, General, from finishing, we thought we would come back this morning and not hold you in town until the next meeting.

## FURTHER TESTIMONY OF MAJ. GEN. ALFRED B. DENNISTON, U.S. ARMY, COMMANDING GENERAL, THE QUARTERMASTER TRAINING COMMAND, FORT LEE, VA.

Mr. LANIGAN. You mentioned that there is night flying going on now at the airstrip.

General DENNISTON. That is correct, sir.

Mr. LANIGAN. Do they have lights along the airstrip?

General DENNISTON. There are what I understand, are temporary lights; the lights that you string on an improvised field that you may have produced in a combat area. They are not permanently emplaced.

Mr. LANIGAN. How long have they been there?

General DENNISTON. To the best of my recollection, they were there in September of 1959, either late September or early October. I came back in about that time frame, at night, and landed with these lights which, as I say, are, I believe, what we call tables of organization equipment. It would be technical equipment with a squadron or company, whatever they have.

Mr. LANIGAN. What facilities are there at the airstrip now, can you tell us?

General DENNISTON. There is the strip with a small turning area at each end, a taxiway of several hundred feet, some paved apron, I think you would call it, and some of the pierced steel planking that they use to lay down emergency strips, and a hangar, which I believe they can put the four planes that are assigned to my command in.

Mr. LANIGAN. Is there a fire station there?

General DENNISTON. No, sir.

Mr. LANIGAN. Or is there a control tower?

General DENNISTON. There is an improvised control tower that the members of the flying section built themselves, out of—it is a very, oh, about a sentry box size. It is not elevated. It is placed, I understand, on the highest point. It is there. I have never seen it used.

The only communication equipment they have is mounted on a jeep, which is regular mobile type that would be used in the field.

Mr. LANIGAN. Where is the fire equipment kept that is used?

General DENNISTON. It is kept in the open.

Mr. LANIGAN. Is this jeep kept in the open?

General DENNISTON. It is perhaps, if there is room in the hangar, I would say the fuel trucks, the tank trucks, all the equipment except the planes, and the planes are not always kept in. In very bad weather—

Mr. LANIGAN. How is electricity brought to the field?

General DENNISTON. I do not know, sir. There are powerlines there. I do not know whether those powerlines existed when I first saw that area or not. I know that the construction crews used floodlights during construction.

I don't know whether the source of power was generators that they had as part of their equipment or whether it was public power as we use throughout Fort Lee.

Mr. LANIGAN. What about the wind indicator?

General DENNISTON. The only wind indicator is what we used to call a sock, I guess, a sort of sleeve that is filled with wind and gives a wind direction.

I am not certain; there may be a T. I don't recall that there is any wind direction indicator. I don't recall whether they have any of these whirligigs that give you the velocity of the wind. There may be.

Mr. LANIGAN. You mentioned that there is a hangar there. Have you always regarded that building as the hangar for that airstrip?

General DENNISTON. To the best of my knowledge and belief, I always have.

Mr. LANIGAN. Had anyone ever told you that it might have been designated otherwise prior to the time that this came out after the GAO report? That is, that that was being designated as a building for the air detachment without reference to the word "hangar"?

General DENNISTON. I do not have any recollection of that for certain before this came up, and that, I believe, was part of Mr. Pratt's verbal exit interview report.

Mr. LANIGAN. Prior to the construction of the hangar, were there discussions with you regarding the fact that a hangar was going to be constructed?

General DENNISTON. I am not absolutely certain of my memory. I knew that they were going to build a hangar. To the best of my recollection, I thought it was a separate project. I was again wrong and my information was wrong, as has been again established.

Mr. LANIGAN. Your information may have been right, that it was a hangar. There is no doubt in your mind that it is a hangar, is there?

General DENNISTON. Oh, that is right. You couldn't take an airstrip and lay the airstrip and say, that is project X, build a hangar; that is project Y, and build some other things as project Z and not really in fact—

Mr. LANIGAN. Then there is no doubt in your mind that this building that has been used as a hangar, was intended to be a hangar, and is a hangar?

General DENNISTON. There is no question at all in my mind, sir. I might say only that it is incidentally used by the Airborne Department and the Aerial Supply Company, because they do load their—load personnel. They can't bring large enough planes in to load large equipment, any of the large Air Force planes.

Mr. LANIGAN. When they have the drops that they talk about, is that where you practice dropping equipment to troops who are out in the field, or is it parachute jumps?

General DENNISTON. We load only very small. The equipment that can be loaded on army-type aircraft is loaded there. The personnel—we use the three small planes that are assigned fairly constantly for personnel drops and for small cargo drops.

On the smallest plane they can only rig very light weights on the wings, on attachments to the wings. In the two larger planes they can load small, relatively small items of equipment in the cabin and manually push it out. They bring a number—we bring helicopters in and load, again, light equipment to the capability of a helicopter there and drop that, and also personnel.

They bring the Army's Caribou, I believe, is the designation of the largest plane used by Army aviation. I believe you can load 24 fully equipped paratroopers on that or a comparable amount of relatively small and lightweight equipment.

The drops are made on a drop zone which is approximately a mile off post in the other direction and is on leased ground—leased at the moment, and the timber has been cleared and smoothed out to make it as safe as possible.

Mr. LANIGAN. Now, there is one item that has not come up in the hearing. I am sure you are familiar with it. I will ask you how it happened. That is the problem that occurred in connection with this ditch that was built and is emptying into the river. Can you tell us what happened and what was done about it?

General DENNISTON. That was very embarrassing. When the engineers laid this out, they needed to drain a very swampy area so that they could get in and do a great deal of excavating of—I don't know, that sort of swampy, very low load bearing.

At the same time, after they took that out, they required stabilized fill, preferably a mixture of clay, gravel, sand, and they thought they were killing two birds with one stone by digging this tremendous ditch which, from the air, looks like the Grand Canyon and was getting deeper and deeper.

The engineering mistake was that that is not the natural drainage. The natural drainage goes on the opposite side of the Federal Reformatory and down into the Appomattox River at another point.

However, they got their fill and they put the culvert twice under the road, as I mentioned yesterday.

That seemed to be fine; it was draining that way. But also a great deal of sand and gravel and clay was going down and it formed a tremendous sand and gravel bar out into the channel of the Appomattox River.

We had to borrow landing craft from Fort Eustis. They came up. I presume that that was good training for them, so that we could load the clamshell and get up, because we couldn't get at this initially except from the water. We have dredged that channel, and since it was wash and apparently the clay went down the Appomattox and into the James, what remained was very pure sand and gravel, and that, for nearly 2 years, I would say—in that rough time frame—that has been our entire supply source for sand and gravel.

A year and a half or so ago we canceled our open-end contract for sand and gravel for incidental roadbuilding and construction and have been using that.

I negotiated with several companies unsuccessfully to have them put a plant down there and take it out on a lease or so much per cubic yard gravel, but it apparently isn't sufficient to make it economic.

Mr. LANIGAN. What was done to remedy the drainage?

General DENNISTON. We then—excuse me; I should have finished. I did not finish.

We then had to go down with clamshells. It was a very simple thing; as a matter of fact, it took very little ditch to send the drainage back the other way, the way it had always gone and the way it should have gone.

This was a pure engineering mistake.

Mr. LANIGAN. Did this bar in the river build up during one big storm, or was it something that could have been foreseen and avoided?

General DENNISTON. I am not sure, because it seems I don't discover anything myself at Fort Lee. This was brought to my attention by some of my friends in Petersburg, who were having trouble getting around the bar.

There is nothing but small boats, pleasure craft, that use it. I am not sure how long it was before it at least came to my attention. So we, in effect, dammed it. We dammed it and we now use it as our dump. If Fort Lee exists long enough, I presume it will fill the whole thing up with tremendous stumps and all the contractors that operate there haul from demolition and everything but sanitary. We don't use it as a sanitary, but figure that we can throw in there to stop erosion, then we manage to stop it. I don't think any water goes down. It is painful to see that culvert under there that is now not needed and shouldn't have been in there in the first place and cost both money and inconvenience to the reformatory.

Chairman DAWSON. Mr. Anderson?

Mr. ANDERSON. I have no further questions, Mr. Chairman.

Chairman DAWSON. Mrs. Granahan?

Mrs. GRANAHAN. No questions, Mr. Chairman.

Mr. LANIGAN. You mentioned yesterday that you had discussed the action to be taken in this case with the judge advocate—I think it was the post judge advocate.

General DENNISTON. My staff judge advocate, yes, sir.

Mr. LANIGAN. Did he make any report or communication to you regarding this matter?

General DENNISTON. Not that I recall, and I have not seen in going through all the records I have been able to find. I don't recall seeing anything in writing other than—no, I don't believe there has been even a memorandum. But I wouldn't necessarily swear to that, because I wasn't looking for it and if there was, it could have been in my own office files and ought certainly to be in his.

Mr. LANIGAN. One other point. You said that this matter got to the Commanding General of the 2d Army at Fort Meade for consideration. Well, how did that occur? Was that sent to them by you or by the Washington—

General DENNISTON. No, sir; that was sent to them—again I have not seen these papers, that is hearsay—that the inspector general of the Army sent it to the commanding general or it was to his office. I have been told that the Vice Chief of Staff, General Edelman, approved the forwarding to 2d Army for jurisdiction. At this time, I believe that included only Colonel Ridelhuber and Colonel Jarrett. The others were retired, and I am informed but I don't know, that in that case, the Department of Justice would take jurisdiction rather than the Department of the Army.

Mr. ANDERSON. I did have one question, Mr. Chairman, that I was thinking of asking yesterday and forgot.

I noticed in the report of the GAO listing those who had received these administrative reprimands that Colonel Shirley was not listed there. Why was that? Had he already retired at the time?

General DENNISTON. He had retired at the time of the reprimands.

Mr. ANDERSON. I see.

General DENNISTON. At that time, again, as near as I recall, I didn't feel that he had any active part. Now, I believe I read his testimony that—

Mr. ANDERSON. Weren't you aware of his testimony concerning his instructions to clean up the files or remove the embarrassing material?

General DENNISTON. I don't believe so. I don't believe I had seen that specifically or heard it until I read the testimony here last Friday; it is a little difficult. I immersed myself so much in this since December 9, 1959, that I have to be very careful to be sure of what I knew before that and what I have come to know so well afterwards.

Let me say there were things I read last Friday that it was the first time I had seen that specific thing in the way it was in the testimony.

But I had no jurisdiction to reprimand Colonel Shirley after his retirement, which was on December 31, 1959.

Mr. ANDERSON. That is all I have, Mr. Chairman.

Chairman DAWSON. Mr. Henderson?

Mr. HENDERSON. Just one question.

Your decision to make the reprimand was based on advice you received from the post judge advocate?

General DENNISTON. You might say he was my own official legal adviser. The decision was mine. I discussed this, as I mentioned yesterday, in order to get the best legal counsel available with general counsel of the Office of the Quartermaster General, who, legalwise, was not concerned with this, because this was a matter of military justice, and therefore went up through the Fort Lee 2d U.S. Army channel rather than to the Office of the Quartermaster General.

But he is an able lawyer and I think I was wise in asking for his advice and counsel, which wasn't in any way binding.

Mr. HENDERSON. That was given orally?

General DENNISTON. Yes, sir.

Mr. ANDERSON. Mr. Chairman, if I may, just one little question.

I do not want to go over the same ground we have already traveled, General, but in thinking last night, or yesterday after we had recessed, about your testimony, as I understand it you felt, or you said that you felt that by issuing these administrative reprimands, that did not in any way preclude further disciplinary action that might be taken by higher headquarters, in this case, 2d Army?

General DENNISTON. Correct.

Mr. ANDERSON. I am wondering if there is any validity to this proposition, that although you may have felt that, and I am sure you did, that on the other hand, when this matter reached higher headquarters, there was not a tendency on their part to feel that the matter had already been disposed of, that it had already been handled and action had been taken through the issuance of reprimands and that in turn somehow influenced their decision to go no further with it.

General DENNISTON. It well could.

Mr. ANDERSON. Then it seems to me that there is something wrong with the system that we employ in meting out punishment, if you will, or responsibility in these matters. It is sort of a circuitous process there.

General DENNISTON. Well, I don't think, if I was the commanding general, 2d Army, I would weigh, I think, the facts, but I think I would have to look at the offense and the gravity of it. It would seem to me it would be fairly easy to determine.

He should be completely—he has no responsibility whatsoever for that part of the activities at Fort Lee. In his position, I would weigh it and determine whether a reprimand was adequate, and I would presume that his staff judge advocate would weigh the offense and the evidence to determine the probability of being able to make the charges stand up and obtain a conviction.

Now, as I say, I know very little of law, but I think that—we will say prosecutors weigh that so that they avoid going to court if they perhaps don't feel they have a strong case. This has nothing specific in this. But I had no feeling at all that I was in any way obstructing full justice being done. In fact, I felt that by not, with the means available to me, going into a court-martial that I was aiding the ultimate accomplishment of justice in the courts if necessary.

Mr. ANDERSON. Thank you, Mr. Chairman.

Chairman DAWSON. You know conduct that would be unbecoming an officer and a gentleman, don't you?

General DENNISTON. Yes, sir.

Chairman DAWSON. And you don't feel that on the basis of the record here, the officers acted properly?

General DENNISTON. No, sir.

Chairman DAWSON. Why did you not do something about it if you knew it was something unbecoming an officer and a gentleman?

General DENNISTON. I felt—my best judgment in this was to take that action and, above other things, be sure that I didn't take action which would preclude justice.

Chairman DAWSON. You did nothing to bring it about. You were the commanding officer. You cannot relieve yourself of that responsibility.

General DENNISTON. No; that is quite correct. But if I had preferred the charges, I am sure that the 2d Army commander would have reviewed them undoubtedly—

Chairman DAWSON. Would that not be true under all circumstances?

General DENNISTON. That would depend on the gravity of the charges.

Chairman DAWSON. Do you consider these charges very grave?

General DENNISTON. Yes, sir. The point I meant to make, Mr. Chairman, is in many cases this rests entirely within my jurisdiction.

Chairman DAWSON. You were the commander at Fort Lee, were you not?

General DENNISTON. That is correct; and I had to—

Chairman DAWSON. It was within your jurisdiction. It was under you, was it not?

General DENNISTON. That is correct.

Chairman DAWSON. And you did nothing about it, did you? And you have sought since then to cover and make excuses for every act committed in this enterprise carried on here.

General DENNISTON. I have not intended to, sir.

Chairman DAWSON. Not intended? It was—

Mr. BROWN. Mr. Chairman, I am sorry I have not been here all the time, but I do want to say, out of fairness to the General, he has been rather frank in admitting that he failed to exercise the general caution that he should. I do not believe he has tried to cover up his responsibility, has he?

Chairman DAWSON. But it was his responsibility to have known what was going on in the camp.

Mr. BROWN. And I think he has admitted that.

Chairman DAWSON. Yes; he has admitted it and made excuses for those who did it.

Mr. BROWN. Well, I did not hear the excuses.

Chairman DAWSON. I know you did not.

Section 907, article 107, is entitled "False Official Statements."

"Any person subject to this chapter who, with intent to deceive"—and there is no question here that there was an intent to deceive—"signs any false record"—and there were various officers under your command who signed documents that were false—"return, regulation, order, or other official document, knowing it to be false"—and they knew it to be false and there were even some who refused to sign it and marked out the phrase "I certify"—"knowing it to be false, or makes any other false official statement knowing it to be false, shall be punished as a court-martial may direct."

Section 908, article 108 :

MILITARY PROPERTY OF UNITED STATES—LOSS, DAMAGE, DESTRUCTION, OR WRONGFUL DISPOSITION

Any person subject to this chapter who, without proper authority—

“(1) sells or otherwise disposes of ;

“(2) willfully or through neglect damages, destroys, or loses; or

“(3) willfully or through neglect suffers to be lost, damaged, destroyed, sold, or wrongfully disposed of; any military property of the United States, shall be punished as a court-martial may direct.

And this was all done under your command and you do not believe that court-martials should have been held?

General DENNISTON. No, sir; I did not believe that I should.

Chairman DAWSON. You know that the statute of limitations has run now. You know that various retired officers are no longer with the service. They are all in the clear now, so it is a time when these pretty speeches that can be made such as you are making now to try to excuse what went on under your command and under your responsibility.

Section 934, article 134, general article :

Though not specifically mentioned in this chapter, all disorders and neglects to the prejudice of good order and discipline in the Armed Forces, all conduct of a nature to bring discredit upon the Armed Forces, and crimes and offenses not capital, of which persons subject to this chapter may be guilty, shall be taken cognizance of by a general, special, or summary court-martial, according to the nature and degree of the offense, and shall be punished at the discretion of that court.

This certainly brought discredit upon the Armed Forces, particularly the commissioned personnel involved here.

You were only the commanding general at Fort Lee when all this transpired.

Any other questions?

Mr. LANIGAN. I had this one.

On the judge advocate's advice, did he advise you both as to the procedure to be used and the individuals who were to get the reprimands, or just the procedure?

General DENNISTON. I discussed with a number of people—I believe, but I am not certain, specifically with General McNamara—as to what individuals had a direct part in this. And the ones that were reprimanded were the ones that, as of that time, I considered had a direct overt part.

Mr. LANIGAN. Did you consider that your action was concurred in by General McNamara as a result of your informal discussions with him?

General DENNISTON. I would not say so because, again, that wasn't something that he could direct me to do. It was my responsibility. He could have, after I had accomplished it, he could have criticized and could have, in turn, punished me if, in his opinion, or any of my superiors' opinion—I have been derelict in my duty in that respect.

Chairman DAWSON. You have testified that you considered yourself derelict in your duty in that you did not catch up with these, did not take notice of them.

General DENNISTON. I think I was.

Chairman DAWSON. Do you not think you ought to go up to whoever is ahead and ask them to court-martial you, since you are covering up for everybody else, and it seems to me the next step would be to say, "I am responsible for it all," take the full responsibility and ask them to take the necessary steps to punish you for it, since you are trying to cover up everybody else?

General DENNISTON. Well, I think it is rather unusual. There was no question in my mind that I was going to receive whatever punishment the higher authorities—

Chairman DAWSON. The statute of limitations has run now, has it not?

General DENNISTON. I don't know, sir. I think on some articles the statute of limitations is 2 years; on others, it is longer. But I do know that there was adequate time after I reprimanded these officers and forwarded the information through my command channels and it ultimately went to the Secretary of the Army, there was adequate time for charges to be preferred and trials to be held, within even the 2-year statute of limitations.

Chairman DAWSON. I will not ask you any questions about the charges. We will ask some other witnesses if they had sufficient time.

No other questions?

Mr. BROWN. May I ask one other question?

Chairman DAWSON. Surely.

Mr. BROWN. Because I missed a great deal of this testimony, I am sorry, but like yourself, we have a lot of things to do around here. I just have this question in my mind: Did you, inasmuch as this was more or less a legal matter as to the question of court-martial, seek advice from the Judge Advocate?

General DENNISTON. Yes, sir.

Mr. BROWN. Who, I presume, is at least assumed to have some skill in legal matters and some knowledge of military justice and military laws and so on.

General DENNISTON. Yes, sir.

Mr. BROWN. What did he recommend?

General DENNISTON. His initial recommendation, as best I can remember—this was more than 2 years ago—was for oral reprimands or admonishments. On further discussion of it with other legal counsel, I concluded that the written reprimands should be given. His recommendation was not to prefer charges. Again, as best I can remember, his legal advice was that my level was not the level; that since, if I appointed the court-martial and I reviewed the case, that my review would not be objective, because I—and he knew that I personally considered myself involved in that and responsible for not having taken the action before the fact to prevent this happening.

Mr. BROWN. Did you get his opinion in writing?

General DENNISTON. I do not believe so. There was a number—he was in my office. We went over this, I would say, by the hour. I do not recall him submitting me a written legal opinion.

Mr. BROWN. Well, is it customary to have these legal opinions submitted in conversations or in writing?

General DENNISTON. It is, I would say, both. I recall the case we just closed, in which I believe all between my present staff judge

advocate and me was verbal, although this was a case that was referred to a court-martial and then we withdrew the charges, and I signed—

Mr. BROWN. You mean this particular case?

General DENNISTON. No; I am speaking of a case generally speaking. Now, if it goes to a court-martial, then there are not only the opinions in writing, but there are many other papers, several of which I signed.

Mr. BROWN. Now, General, at the time you talked this over with the judge advocate, you knew there were considerable difficulties involved in connection with these matters, did you not?

General DENNISTON. Yes, sir.

Mr. BROWN. Would not sound judgment and discretion have told you then, inasmuch as there were difficulties involved, some of which you say resulted from the fact that you took too much for granted or that you did not become alarmed at some things you should become alarmed over, perhaps, would not that have suggested to you that it would have been wise to have had the judge advocate's legal ruling in writing for your own protection?

General DENNISTON. Yes, sir; I have learned a great deal from this.

Mr. BROWN. Well, I know, but—

General DENNISTON. And I am sure that in anything remotely like it in the future I would—

Mr. BROWN. Well, of course, I hope there will never be another thing like this in the future for anybody.

General DENNISTON. Well, I mean anything of this nature. Of course, I would have a great many things in writing and perhaps in certain cases in my own personal file.

Mr. BROWN. It is difficult to understand. Of course, I am not a military person, but in a corporation, Mr. Chairman, if you had a legal question, Mr. Chairman, in which there has been involved some malfeasance or misfeasance or nonfeasance, whatever you want to call it, by officials of the corporation or by its employees, the normal procedure would be to seek the advice of counsel as to what action should be taken and to have that advice furnished in writing for the protection of the officers of that corporation.

If I can say this without any misunderstanding, I draw from all your testimony, General, that you have been a little too much of a trusting soul.

General DENNISTON. I think that is a fair inference.

Mr. BROWN. There is an old saying in politics that might apply to the military. "You can defend yourself against your enemies, but God save you from your friends."

Now, was this Judge Advocate General a close friend and associate of these officers who are involved?

General DENNISTON. Generally speaking, I presume. I don't know that they were intimate friends. He had been there; he was there when I arrived; he had been there some time.

Mr. BROWN. And there is a social life and club life?

General DENNISTON. There is a social life. I know he and his family were very happy in our community.

So I think it is completely fair to assume that he was friendly and fond, if we might say, of probably all of them.

Mr. BROWN. You know, as I said the other day to you, and as I have said to the Chair here, and to the committee numerous times, I am seriously concerned. I have had a son, and soon some grandsons, in the armed services. I am seriously concerned over this so-called "system" idea we have heard so much about.

I just heard yesterday about some enlisted man, a reservist, who criticized a general and was court-martialed. They gave him 6 months at hard labor. Some newsman interviewed him and he criticized some general. I have not seen this article, but it is the same story. He got 6 months. These officers that violate the law, and take out records from the files so that the General Accounting Office, an arm of the Congress, cannot find them, and openly admit they warned their superior officers that they did not want to sign certain papers because they did not wish to go to the penitentiary, get only a written reprimand, which is much more than the Judge Advocate recommended, as you told us. That is pretty much of a slap on the wrist; is it not? They are told "You ought not to do this, now, you ought to go back and be a good boy."

General DENNISTON. I do not think so. It depends on the individual receiving that, sir. I said yes, that I consider that reprimand on my record, that is going to hurt me the rest of my life. It is going to hurt me.

Mr. BROWN. Well, all right; but we are trying to get at the bottom of this thing. This committee and the Congress have some responsibility to the American people. Do you not think that this investigation, this revelation of that which went on, is probably of a much greater injury to the officers involved, in the end, and will be greater punishment as long as they live, than any reprimand that could have been, written or spoken?

General DENNISTON. There is no question in my mind, sir, now, in their case. In my case, this coming almost at the very end of my career and the fact that for the first time in my career I have placed my command, my immediate superior, in a position of—I don't like to say embarrassment; it is more than that. My job is to do things so well that the man next up the line does not have to worry for one minute. He can put his time on somebody else and their job.

Mr. BROWN. Now, you can understand, having read this testimony and heard how those of us who sit on this committee and perhaps other Members of Congress also who will know about this investigation as well as the general public, will wonder how much of this sort of thing is going on in other commands.

And just what is this system that gives a private 6 months for disagreeing with the general, perhaps making a critical statement about him, but gives a man who orders records taken out of the files, or who falsely signs statements to transfer money illegally, knowingly, because they had to know about it and they admit they knew about it, gets only a reprimand. Then the officer gets retired and I presume we will give him retirement pay as long as he lives, presumably for his good services in the Armed Forces.

Do you not think it is really a sad situation?

General DENNISTON. I think any time that every individual is not treated with exactly, under the law, with complete justice, it is absolutely wrong. I know that—not knowing the circumstances in

the particular case, but from what little you have said, that man would not have been court-martialed under my jurisdiction.

Now, his commander knew a great deal more about it than I do.

Mr. BROWN. I do not know except what I read in the newspapers.

Chairman DAWSON. He talked to a reporter about the commanding officer.

Mr. BROWN. Yes; the reporter asked him what he thought about the commanding officer.

Chairman DAWSON. He got 6 months in the brig for that, for giving his opinion.

Mrs. GRANAHAN. Was that not the news article where the reservists wanted out? Was that not it?

Mr. BROWN. Some reporter got hold of the boy and asked him something and he said he thought that order was unfair and wrong.

Mrs. GRANAHAN. I think the boys were all getting together, as I interpret it, trying to put the camp in a furor.

General DENNISTON. I have had, I might say, a similar case and I didn't do anything about it. A group of newspaper men from Florida. We made all the men from Florida available to them and I went away and their immediate officers went away and they had some very critical things to say, and we looked into it to determine whether there was any basis, anything we should correct. But it never occurred to me to preclude those men from telling the newspaper man anything they wanted to.

Mr. BROWN. Well, of course, we have just as many different kinds of officers in the Army as we have different kinds of enlisted men in the Army, and just as many different kinds of people in Congress.

But it is pretty hard for the public, and even for members of this committee, who have become more or less hardened to a lot of situations over the years, to figure out why a boy gets 6 months for a thing like that and these officers, who openly admit that they violated the law, and did it knowingly and purposely, to have their own way, to get what they wanted, get only a reprimand, a written reprimand, although the Judge Advocate had suggested that they be given only an oral reprimand, which did not even go on the record, I guess—would it?

General DENNISTON. That would be correct.

Chairman DAWSON. Some of them who have gone from the camp then have been given commendations—Shirley and Conner. They were given commendations.

Mr. BROWN. Well, we have a tax bill coming up on the floor today and I presume it will take care of any retirement pay that these particular officers may get.

But this is just saddening. And I get a little heartsick about it because we send our sons and our neighbors' sons into the Armed Forces with deep respect for the uniform, and then here is a case where—I am not talking about you personally, General—but here is a case where officers have testified they had no respect for the law, or for the Congress of the United States; and that they were going to do what they wanted to do. As I have said before, it is a good thing we have civilian control over the Armed Forces of the United States.

That has to be maintained. What would happen if that "system" you talk about could be put in control without any authority over it? I do not like that "system" idea.

Yet, the officers claim they were victims of the "system." It is something that maybe the Congress will have to do something about, something far more important than this \$500,000 or whatever money is involved in this case.

Mr. Chairman, if this is what exists throughout the military services, if we have any number of military officers who think that they can disregard the law and flout the law, then we are in a bad way.

Chairman DAWSON. I agree with you.

Mr. BROWN. I think, General, that you have frankly stated that you failed to exercise the judgment and discretion that the passage of time tells you now you should have exercised. I admire you for that, but I respect these other men who came in here and openly admitted they had done things that they should not have done. The only excuse they had goes back again to this, whatever it is, this "system," some mysterious force that compels good men, many of them with ribbons on their breast to show they have rendered distinguished service for their country, to do something against the law of the land.

I believe one officer testified that he had not slept well a night since that time, because he knew he had done something wrong, but he was faced with the "system" because he was close to retirement.

I do not know what it is; maybe you do; maybe you do not.

But somebody will have to find out, sir.

Chairman DAWSON. Thank you very much, General.

The hearing will be resumed tomorrow morning as scheduled.

(Whereupon, at 11 a.m., the hearing adjourned, to resume Thursday, March 29, 1962, at 10 a.m.)

# ILLEGAL ACTIONS IN THE CONSTRUCTION OF THE AIRFIELD AT FORT LEE, VA.

THURSDAY, MARCH 29, 1962

HOUSE OF REPRESENTATIVES;  
SUBCOMMITTEE ON EXECUTIVE AND  
LEGISLATIVE REORGANIZATION  
OF THE COMMITTEE ON GOVERNMENT OPERATIONS,  
*Washington, D.C.*

The subcommittee met, pursuant to recess, at 10:07 a.m., in room 1501-B, New House Office Building, Hon. William L. Dawson (chairman) presiding.

Present: Representatives William L. Dawson (chairman), Neal Smith, and John B. Anderson.

Also present: Elmer W. Henderson, counsel; Arthur Perlman, professional staff member; James A. Lanigan, general counsel, Government Operations Committee; Miles Q. Romney, associate general counsel, Government Operations Committee; and John P. Carlson, minority counsel, Government Operations Committee.

Chairman DAWSON. We will resume the hearings.

Our first witness will be Lt. Gen. David W. Traub, Comptroller of the Army.

Do you solemnly swear that the testimony you are about to give this subcommittee will be the truth, the whole truth, and nothing but the truth, so help you God?

General TRAUB. I do so swear.

Chairman DAWSON. Will you identify yourself, giving your rank and the present post that you have.

## TESTIMONY OF LT. GEN. DAVID W. TRAUB, COMPTROLLER OF THE ARMY

General TRAUB. Mr. Chairman, I am Lt. Gen. David W. Traub. I am the Comptroller of the Army. I have been in this position since June 1, 1960.

I have identified myself. Now, I can go on and tell you what I know about this case, Mr. Chairman, or would you rather have me proceed in another manner?

Chairman DAWSON. You may proceed.

General TRAUB. Thank you. I thought perhaps I would tell you how I personally and my office were involved in this case.

Chairman DAWSON. You have read the reports?

General TRAUB. I have not read them all. You mean the transcript of testimony?

Chairman DAWSON. Yes.

General TRAUB. No. I have not read them all.

Chairman DAWSON. You read the one made by Mr. Baras, the statement?

General TRAUB. I have the report in front of me. The draft report of the General Accounting Office. Yes.

My first knowledge of this case came in early July. I can't fix the exact day but on the 5th of July I wrote a memorandum—

Chairman DAWSON. Of what year?

General TRAUB. 1960.

I wrote a memorandum to the Deputy Chief of Staff, Logistics, General R. W. Colglazier, which I would like to read. It is very short.

I am informed that the Quartermaster General is processing to your office a report of violation of revised statutes 3679 relating to the construction of an airfield at Fort Lee, Va., arising out of a General Accounting Office audit. I understand that the \$25,000 limitation on the use of operation and maintenance Army funds for construction purposes was exceeded and that quartermaster inspector general report indicates the General Accounting Office auditors found written instructions in the files of Fort Lee indicating that the violation may have been willful.

In view of previous criticism by the Congress and the press of the Army's construction activities at Granite City, Ill., and in view of the possibility of the early disclosure of the General Accounting Office, I feel that the Chief of Staff and the Secretary of the Army should be informed without delay. If you agree, I assume you will want to take the necessary action since it is primarily a logistics matter. In this connection, the facilities of my office are available to assist your people if desired.

I might say at this point, Mr. Chairman, that my office is the focal point within the Army staff for the administrative handling of General Accounting Office reports and Army Audit Agency reports.

Further in this connection, the Army Audit Agency is directly under my supervision as Comptroller of the Army.

It might be helpful at this point if I would recite the law which establishes my duties, and I will only quote the pertinent portions of it, Public Law 216 of the 81st Congress.

There is hereby established in each of the three military departments a comptroller of the Army, the Navy, the Air Force, as appropriate in the department concerned. There shall in each military department also be a Deputy Comptroller subject to the authority of the respective departmental Secretaries. The Comptrollers of the military departments shall be responsible for all budgeting, accounting, progress and statistical reporting, and internal audit in their respective departments and for the administrative organizational structure and managerial procedures relating thereto.

I won't read any more of the law. I think this in a very small capsule describes my duties by law.

So this is the reason that upon notice that this matter had occurred at Fort Lee, I felt it incumbent upon me even prior to the receipt of the draft GAO report to take the action which I have described in this memorandum.

Two days later, on the 7th of July, 1960, there was distributed a fact sheet dealing with the report of cost limitations at Fort Lee, Va. This fact sheet was signed by Maj. Gen. Ira K. Evans, Jr., of the Quartermaster General, and without going into the details of it, it covered the description of the case as was later evident in the GAO report.

Chairman DAWSON. May we have a copy of that?

General TRAUB. I will undertake to furnish the reporter a copy of this fact sheet. It is the only one I have. I will furnish it for the record.

(Exhibit 47—Documents referred to in the testimony of Lt. Gen. David W. Traub, Comptroller of the Army appears in the appendix on p. 353.)

General TRAUB. On or about the 19th of July, then, there did come to my attention the General Accounting Office report and under the procedures pertinent to these cases, it was necessary for the Department to furnish to the General Accounting Office their comments upon the draft report prior to the publishing of the final report. This is a procedure which has been agreed between the departments and the General Accounting Office to iron out things that might be termed in the vernacular bugs in the report before its finalization.

Chairman DAWSON. Did you iron them out?

General TRAUB. In response—yes. In response to the draft report, then, and because the matters in it primarily concerned construction, the draft report was referred through the Deputy Chief of Staff, Logistics, to the Chief of Engineers for pertinent comments.

As you know, there are many other matters in this General Accounting Office report other than the Fort Lee strip.

Chairman DAWSON. Do you have that in your file there, their answers?

General TRAUB. I do.

Chairman DAWSON. Have we copies of them?

General TRAUB. I will be glad to furnish this also for the record.

In general the Chief of Engineers commented as follows, and I will make a very short insertion in the record at this point because I think it would be helpful:

That the alleged violation of the cost limitation in connection with the construction of an airfield at Fort Lee, Va., is being handled in a separate report. That report is now being processed through the Comptroller of the Army. Further, with respect to the use of the operation and maintenance authorizations, the Department of the Army has, with the possible exception of the Fort Lee airstrip project, complied with what was determined to be the intent of Congress on the statutory limitations.

Chairman DAWSON. With the possible exception of this airstrip.

General TRAUB. That is correct. In other words, the Chief of Engineers was making no comment upon this action inasmuch as it was being handled separately as a possible violation of the revised statutes 3679.

On the 26th of August the comments of the Chief of Engineers in respect of the draft report were briefed to the Secretary of the Army. I have a memorandum for record which I only think it will be necessary to recite brief extracts from as follows:

When briefed on 26 August, Secretary Brucker expressed the grave concern over the apparent violation of the O. & M. Army cost limitations at Fort Lee and directed that he be briefed fully when all of the facts had been obtained.

Further:

The Quartermaster General is to give Secretary Brucker a complete explanation regarding the alleged violation of cost limitations on the Fort Lee airstrip project.

I was not present at that particular briefing but representatives from my office were present. That is why I am including this as it does involve my office.

On the——

Chairman DAWSON. Did you give to General Brucker—was it——  
General TRAUB. Brucker, Secretary of the Army.

Chairman DAWSON. Did you give him——

General TRAUB. At that time.

Chairman DAWSON. Did you give him the information in writing there that he had requested?

General TRAUB. Later, sir, and I will cover this in my testimony.

Chairman DAWSON. Thank you.

General TRAUB. On the 4th of November there was processed in my office according to established procedures the report of violation of revised statutes 3679 which had been initiated by the commanding general at Fort Lee.

(Exhibit 47—Documents referred to in the testimony of Lt. Gen. David W. Traub, Comptroller of the Army, appear in the appendix on p. 353.)

Chairman DAWSON. We have it.

General TRAUB. You do have it.

Then on the 15th of November and in connection with a decision to be made by the Secretary of the Army as to whether or not a violation had actually occurred, the Secretary of the Army was again briefed on the matter and upon completion of the briefing, the Secretary of the Army directed that the report of violation be forwarded to the Office of the Secretary of Defense.

Further, he directed that the Army Audit Agency immediately perform an examination of the accounts and records at Fort Lee which relate to or may have been affected by the airfield construction project and submit a special report.

The Army Audit Agency then made and produced its own report to the Secretary of the Army, a special report, a copy of which I believe has been furnished to the committee.

On 10 January——

Chairman DAWSON. Do you know when they gave this report to the committee?

General TRAUB. Just a few days ago, wasn't it? I'm not sure.

Chairman DAWSON. Is that the report that was asked of you by our investigators?

General TRAUB. Yes, sir.

Chairman DAWSON. And you wouldn't give it to them.

General TRAUB. This I will cover later as an item of why it was not delivered to your committee. It was asked by the GAO, I believe, I will cover this item.

On January 10 the Army Audit Agency briefed the Secretary of the Army on their findings in respect, as contained in the report. And at the termination of the briefing the Secretary of the Army directed that the Office of the Judge Advocate General review the results and the working papers of the Army Audit Agency and the quartermaster inspector general report on the construction of the airfield at Fort Lee to determine what if any additional disciplinary action would be ap-

propriate. And to brief him on the pertinent portions of the evidence by January 12, 1961.

On January 18, 1961—

Chairman DAWSON. Was that answer sent to him by the 12th that was requested?

General TRAUB. I will explain later that this, except for some fringe aspects, really terminates my participation and knowledge in this case and that of my office. I am now referring particularly to the disciplinary action which Secretary Brucker directed a further look at.

Chairman DAWSON. When did he direct it?

General TRAUB. On January 10, 1961.

Chairman DAWSON. Do you have a copy of that?

General TRAUB. What I am talking about now is only a memorandum for record which was produced after the oral briefing of Secretary Brucker.

Chairman DAWSON. How about the answers that you gave him in response to the questions that he asked you? I would just like to know what that—

General TRAUB. I can read into the record—there are three or four pages of that briefing, if they would be of interest.

Chairman DAWSON. Can't you give us a copy?

General TRAUB. Yes. I can furnish a copy of this for the record.

On January 18, 1961, a request was made to the Army Audit Agency by a Mrs. Frances T. Serio, assistant to Mr. Johnson, General Accounting Office, for two copies of this report.

(Exhibit 47—Documents referred to in the testimony of Lt. Gen. David W. Traub, Comptroller of the Army, appear in the appendix on p. 353.)

Chairman DAWSON. You say a request was made?

General TRAUB. A request was made for two copies of the Army Audit Agency report.

Chairman DAWSON. And you sent them?

General TRAUB. No; I did not. Rather, they were not sent and I will explain why they were not sent.

Mr. Robbins of the Army Audit Agency advised in a subsequent telephone conversation with Mr. Johnson of the General Accounting Office that the Army Audit Agency had received a telephone call from Mrs. Serio asking for a copy of the audit report on Fort Lee. Mr. Johnson said that he did not recall offhand why it was asked for. Mr. Robbins then stated that the U.S. Army Audit Agency does not have an audit report on this, that the Secretary of Army did—did ask the Army Audit Agency to look into various aspects of the construction and give him a personal report, and agreed or rather Mr. Johnson then said there seemed to be a special report. It was agreed that it was a special report and one that was prepared at the personal request of the Secretary of the Army.

Mr. Johnson then volunteered the information that the U.S. Army Audit Agency cannot release a report of this kind.

Now, finally—

Chairman DAWSON. Would you tell me why they could not release it?

General TRAUB. Well, because it was felt to be a personal report of a nature that without the Secretary's approval should not be released.

Chairman DAWSON. When a report is asked for on a state of affairs that is under question, is that a personal report?

General TRAUB. Well, I can only give you the facts as they were arrived at at that time, Mr. Chairman.

Chairman DAWSON. By whom?

General TRAUB. Just a minute. Mr. Johnson—if I may, I think I can add a bit to this. Mr. Johnson of the General Accounting Office terminated the conversation by saying he agreed with Mr. Robbins in this matter. General Dewey, then chief of the Army Audit Agency, called Mr. Willey, who was the administrative assistant to the Secretary of the Army, and told him that the General Accounting Office had withdrawn its request and were in agreement with the position that this report should not be released. General Dewey said on the basis of this he would not now provide a fact sheet. So I cannot offer—

Chairman DAWSON. Why did you refuse it to the investigators for this committee?

General TRAUB. We didn't, did we?

Chairman DAWSON. Only until a few days ago. You refused it at the time they asked for it.

General TRAUB. This was a request of January 19, 1961. The only answer that I can give you, Mr. Chairman, is that it was refused on the basis that it was a personal report to the Secretary of the Army. This was the determination made at that time.

Chairman DAWSON. The Secretary of the Army asked you for a report on something that happened that should be under your jurisdiction.

General TRAUB. Mr. Chairman, I can only comment at this time that this was the decision made at that time and for the reason given.

Mr. SMITH. Who made the decision?

General TRAUB. There is no record here in this memorandum for record that indicates who personally made the decision. I would conclude from the reference to Mr. Willey, who is the administrative assistant to the Secretary, that there were discussions between the Army Audit Agency and the Secretary's Office. I do not have any knowledge of it; no, sir. I have no knowledge of it whatsoever.

Chairman DAWSON. Who would have knowledge of them?

General TRAUB. I don't know. Does anybody here have any knowledge of these?

If not, I would suggest Mr. Willey, who is no longer with the Department of the Army. Mr. Robbins of the Army Audit Agency. I think he would undoubtedly remember.

Mr. HENDERSON. Would you identify him?

General TRAUB. Mr. Robbins is the Deputy Chief of the U.S. Army Audit Agency.

Chairman DAWSON. Is he under you?

General TRAUB. Not directly. The Chief of the Army Audit Agency, which is a field agency of the Department of the Army, falls under my general staff.

Chairman DAWSON. And he is a deputy to that person?

General TRAUB. That is correct.

Chairman DAWSON. And you couldn't get that from the Chief if you wanted it?

General TRAUB. This isn't the question, sir. I have stated that these were matters that were handled with the Office of the Army. This is the implication that I would read into the memorandum for record.

Chairman DAWSON. Then why did you give them to us later, a couple of days ago, when you wouldn't give them to us when we first requested them?

General TRAUB. It was felt—after all, we have had a change in administration since that time.

Chairman DAWSON. That had nothing to do with your dealings with the Army; a change of administration would have nothing to do with it.

General TRAUB. May I say, sir, that there are many matters that fall directly within the purview of the Secretary of the Army. I cannot tell you at this time whether this came to the personal attention of the Secretary of the Army or not.

Chairman DAWSON. When representatives of this committee made the request, it was during this administration. It wasn't during the other administration, and you wouldn't give it to them.

General TRAUB. No, sir. As a matter of fact, it was made under the old administration. The new administration didn't go out until January 20, 1961.

Mr. HENDERSON. That was the request by the GAO but I don't believe we were involved in it at that time.

General TRAUB. This request was made on January 18, 1961. The new administration was not in at that time.

Chairman DAWSON. 1961.

General TRAUB. That is correct.

Chairman DAWSON. I thought the election was in 1960.

General TRAUB. It was.

Mr. LANIGAN. May I make a remark?

Chairman DAWSON. Certainly. For clarification.

Mr. LANIGAN. The staff had asked for three reports in the hopes we would avoid having to do a lot of expensive investigating of our own. We asked for the quartermaster inspector general's report, the Army inspector general's report, and the audit report, and when we couldn't get those, we did do our own investigating under Mr. Perlman and Mr. Baras and Mr. Kelly, and we did as a result have to duplicate, we found out, a lot of the work that was—

Mr. ANDERSON. Mr. Chairman, may I ask when these requests were made by the staff of the Army for these reports?

Mr. LANIGAN. Mr. Perlman made the request. He said that was possibly in August 1961.

Mr. ANDERSON. August of 1961.

Chairman DAWSON. And they were refused.

Mr. PERLMAN. Yes, sir.

Mr. ANDERSON. To whom was the request made?

Mr. PERLMAN. The request was made through the Army or the Department of Defense congressional liaison office, and then I received a call from an attorney from the Department of Defense and he informed me that the report—none of the reports would be forthcoming but that we would be furnished with excerpts of the three reports mentioned by Mr. Lanigan.

Mr. ANDERSON. This information was received from an attorney?

Mr. PERLMAN. Yes, sir. Of the Department of Defense.

Mr. ANDERSON. Could you identify him for the record here?

Mr. PERLMAN. At the moment I cannot recall his name but it was an attorney from the Department of Defense and not of the Army.

Mr. ANDERSON. That would be in the General Counsel's office?

Mr. PERLMAN. That is correct, sir.

Mr. SMITH. Did you get those excerpts?

Mr. PERLMAN. We got the excerpts, sir.

Mr. SMITH. But they were not inclusive enough for your investigation?

Mr. PERLMAN. That is correct. We had to conduct our own investigation due to the failure to get full reports.

General TRAUB. May I continue, Mr. Chairman?

Chairman DAWSON. Certainly.

General TRAUB. This really completes the involvement of me or my office in this Fort Lee case with the exception that subsequently there has been an involvement in connection with the notice of exception to the Fort Lee disbursing officer's account and for a description of this involvement, I would like to call upon my legal counsel, Mr. Tracy, to explain that involvement.

Mr. LANIGAN. Could I ask a question? I have one question. I think you left out one item. At least there is a memorandum for the record in the office of Mr. Lemke, Office of the General Counsel of the Army, I presume. It is dated 7 June 1960:

Messrs. Brod and Lemke discussed this case informally with Colonel Metcalf and Mr. Tracy, Office of the Comptroller of the Army, who indicated that the disciplinary action taken by Fort Lee was inadequate and that the report would be returned for that reason or sent to the Comptroller of the Army.

This was at the time that the disciplinary action consisted of a verbal reprimand?

Are you aware of this phase?

General TRAUB. I am not aware of it at all. Mr. Tracy is here and I am sure he could be helpful on it.

Mr. LANIGAN. You were going to call on another person.

General TRAUB. Yes. I suggested that for a description of what I would term the final involvement of my office in respect to the notice of exception to Fort Lee's disbursing office account, it could be handled by Mr. Tracy.

Mr. SMITH. Regardless of what Mr. Tracy says, though, you were the person responsible for making the determination, weren't you?

General TRAUB. Determination of what?

Mr. SMITH. Of whether it would be a reprimand.

General TRAUB. No, sir. I have nothing to do with the disciplinary action involved.

Mr. SMITH. Nothing at all?

General TRAUB. Nothing to do with it. This is entirely outside of my sphere of authority and responsibility.

Mr. SMITH. I see.

(Subsequent to General Traub's appearance before the subcommittee, the Comptroller General of the United States submitted to the subcommittee the following letter regarding General Traub's testi-

mony pertaining to the General Accounting Office's request for a report from the Army Audit Agency:)

COMPTROLLER GENERAL OF THE UNITED STATES,  
Washington, April 10, 1962.

Hon. WILLIAM L. DAWSON,  
Chairman, Subcommittee on Executive and Legislative Reorganization, Committee on Government Operations, House of Representatives.

DEAR MR. CHAIRMAN: In hearings before your subcommittee on March 29, 1962, Lt. Gen. David W. Traub, Comptroller of the Army, testified that a representative of the General Accounting Office had agreed in a telephone conversation with an Army Audit Agency representative that the General Accounting Office need not be furnished an Army Audit Agency report regarding the unauthorized construction of an airfield at Fort Lee, Va. Since the testimony given by General Traub is inconsistent with the position taken by us regarding the report in question, we believe it desirable that the record be corrected.

The telephone conversation in question dealt with an informal request that had previously been made by the General Accounting Office for an Army Audit Agency report on its review made at the special request of the Secretary of the Army. Since our request was made at a time when it was not certain that we would require the report in question, we withdrew our informal request. Shortly thereafter, however, by letter dated January 27, 1961, we formally asked the Secretary of the Army for two copies of the Army Audit Agency report in question. We would like to make it clear that, while we recognized that the Army Audit Agency would not be able, on its own authority, to release a report covering a review made at the special request of the Secretary of the Army without approval of the official for whom the review was made, at no time did we indicate that it would be proper for the Department of the Army to refuse us such a report.

The record further shows that following our formal request of January 27, 1961, we took the following actions in an attempt to secure copies of the Army Audit Agency report and of a report on a further investigation of the same subject matter which we found was being made by the Army Inspector General:

1. On March 3, 1961, in response to our telephone inquiry concerning the status of our request for the Army reports, Mr. Russell Roane, Chief, Fiscal and Accounting Policy, Office of the Assistant Secretary of the Army (Financial Management), informed us that the Department of the Army probably would take the position that the reports in question were privileged and therefore would not be made available to the General Accounting Office.

2. On March 6, 1961, as a result of the March 3, 1961, telephone conversation, our representatives met with Messrs. Roane and William P. Weston, Assistant General Counsel (Financial Management), Department of the Army, to discuss the problem. Mr. Weston stated that the investigation of this matter, originally assigned to the Army Audit Agency, was being further pursued by the Army Inspector General, and that until completion of that investigation the Department felt that it would be premature to raise the issue of whether we should be provided a copy of the complete factual findings and report. Mr. Weston expressed the opinion that this was particularly pertinent since the then new Secretary of the Army had an opportunity to determine the policy in matters of this nature.

We then specifically asked Mr. Weston to (a) make known to the Secretary of the Army our position that we are entitled to the full factual report of investigation when completed and the reasons why we feel this is proper, and (b) advise the Secretary that we consider it essential that we have an opportunity to explain to him our position in the matter. Mr. Weston indicated that he would bring these matters to the Secretary's attention, including our desire to explain our position directly to the Secretary before he made an adverse decision.

3. On March 10, 1961, and again on March 22, 1961, we discussed with Mr. Orville S. Poland, the former general counsel of your committee, all aspects of the General Accounting Office report concerning unauthorized construction of the airfield, as well as our efforts to secure copies of the Army's audit and investigative findings. Mr. Poland informed us that it was quite possible that the committee would desire to hold hearings on our report. He indicated that he therefore thought it desirable that we follow up strongly on behalf

of the committee the investigation being made by the Army and the disciplinary or other action taken. Mr. Poland also made reference to the possible applicability of certain criminal statutes pertaining to officials of the Government generally as distinguished from the penalties provided under the Code of Military Justice.

4. On April 17, 1961, we met with Mr. Weston again concerning our request for the audit and investigative reports and were informed that the investigation had been completed and the report was in the Office of the Secretary of the Army for review and decision as to the adequacy of the action taken. Mr. Weston stated informally that in his opinion the reports would be considered privileged and, therefore, would not be released. Mr. Weston was unable to state whether our interest in receiving the report had been brought to the Secretary's attention. Therefore, we asked Mr. Robert Willey, Administrative Assistant to the Secretary of the Army, to make arrangements for us to discuss this matter with the Secretary. Mr. Willey suggested that we make a formal written request to the Secretary for the reports in question and for the desired discussion in the event that there was any question about them being released. In view of the cognizance of these matters by the staff of your committee and the possibility that hearings would be held, we did not consider it appropriate to make the suggested formal request at that time.

5. On April 21, 1961, in a telephone conversation with Mr. James Lanigan of the staff of your committee, we apprised him of the foregoing developments.

6. On July 11, 1961, we furnished Mr. Perlman of the staff of your committee copies of our record memorandums covering items Nos. 2, 3, and 5 above.

We believe that it is clear, from the foregoing, that we have consistently maintained our right to access to the reports in question from the point in time when we first determined that they were needed to fully discharge our responsibilities in connection with the consideration being given our basic report by the Congress. We would appreciate if this letter could be made a part of the record of the hearings held by your subcommittee on the construction of an airfield at Fort Lee, Va.

Sincerely yours,

JOSEPH CAMPBELL,  
*Comptroller General of the United States.*

(The documents on which General Traub based his testimony, and from which he quoted, appear in exhibit 47, p. 353.)

Chairman DAWSON. You are calling upon Mr. Tracy?

General TRAUB. Yes. This is Mr. Tracy, legal adviser to the Comptroller of the Army.

Chairman DAWSON. Do you solemnly swear to tell the truth, and nothing but the truth in the testimony you are about to give to this committee, so help you God?

Mr. TRACY. I do.

#### TESTIMONY OF ROBERT L. TRACY, LEGAL ADVISER TO THE COMPTROLLER OF THE ARMY

Mr. TRACY. My name is Robert L. Tracy, legal adviser to the Comptroller of the Army.

Mr. Chairman, on the 15th of January 1962, the Comptroller of the Army Office forwarded to the Office of the Chief of Finance copies of the two notices of exception raised by the General Accounting Office with respect to payments at Fort Lee, Va. We requested that the Office, Chief of Finance, prepare a letter to the General Accounting Office requesting that these exceptions be removed under the statutory authority which the General Accounting Office has to relieve the disbursing officer in instances where there is no evidence of fraud on his part.

I am advised that this was forwarded on the 13th of February to the General Accounting Office branch at Indianapolis, at Fort Ben-

jamin Harrison, and that that office of the GAO has in turn forwarded that request for consideration to the Norfolk branch of the General Accounting Office.

I don't know what the current status of that request is. But this is the latest information we have. This is the last action which the Army Comptroller's Office has taken in connection with the Fort Lee matter.

General TRAUB. Really to sum up, then, as far as the important aspects of this case, once the Secretary of the Army, having been briefed on the Army Audit Agency report turned the matter over to the Judge Advocate of the Army for a consideration of disciplinary action, that terminated the involvement of me or my office in the entire matter.

Chairman DAWSON. But up to that point you did have jurisdiction.

General TRAUB. As I described in the administrative handling of the case insofar as the responsibilities of my office as a focal point within the Army staff for handling General Accounting and Army Audit Agency reports is concerned.

Mr. LANIGAN. First of all, Mr. Tracy, I shall read this memorandum for the record which says that you discussed this case with Mr. Brod, Mr. Lemke, and Colonel Metcalf, and then the memorandum says that you and Colonel Metcalf indicated that the disciplinary action taken by Fort Lee was inadequate and the report would be returned for that reason if it were sent to the Comptroller of the Army.

Can you tell us what you know of this discussion and this incident?

Mr. TRACY. Yes. I believe I can throw some light on this. This was in connection with the report of the violation of section 3679 of the Revised Statutes, and as General Traub has indicated, he is responsible for processing these reports. The discussion with the Quartermaster General representatives as I recall it pointed out that our past experience with reports of this nature indicated that the Office of the Secretary of Defense did not look with favor upon reports which indicated that a mere verbal admonition had been given for violations of this nature and that invariably they returned the reports to the Department of the Army for further disciplinary action.

Based on this experience with previous reports of violations of section 3679, I advised the Quartermaster General representatives that we felt that the same thing would happen here if the report were forwarded with this type of action.

Mr. LANIGAN. Were you treating this at that time solely as a matter of going over the limitations without taking into account the fact that false entries had been made on documents and that certain documents had been removed from the files?

Mr. TRACY. We were addressing ourselves only to the aspects of violation of section 3679 of the Revised Statutes. That is, the exceeding of the monetary limitation.

Mr. LANIGAN. You were speaking at the time as though it were an innocent or negligent violation rather than a willful violation?

Mr. TRACY. We had no definite indication at that time as to whether the violation had been willful or not. There were no facts to indicate one way or the other.

Mr. LANIGAN. Did you have the Army audit agency report at that time, do you recall?

Mr. TRACY. As I recall, this discussion was prior to the Army audit agency report.

Mr. LANIGAN. I think you are right. That was December 30.

Mr. TRACY. Yes. I think the agency came later.

General TRAUB. Much later.

Mr. LANIGAN. Did you have the General Accounting Office report?

Mr. TRACY. Yes, sir, we had that at the time.

Chairman DAWSON. You paid no attention to it, did you?

Mr. TRACY. We paid considerable attention to it, Mr. Chairman.

Chairman DAWSON. If you paid attention to that report, it did show willful acts. The regulations had been willfully violated, funds had been transferred without authority or justification, and you knew that, all that at the time, didn't you?

Mr. TRACY. We knew that action had taken place. We did not know that the actions were willful in the sense that the officers who had taken those actions knew what the law required.

Chairman DAWSON. Do you know that now?

Mr. TRACY. We know that now, yes, sir. We did not know it at that time.

Chairman DAWSON. You made no effort to find out if—there was enough there to make you look into it, wasn't there, if you were going to protect—

Mr. TRACY. There was considerable investigation made of it subsequent to the disclosures, Mr. Chairman.

Chairman DAWSON. I am interested in just one question and then I will let you ask all the questions.

I am interested in why you sought to just reprimand them and let it go at that at that time.

General TRAUB. Mr. Chairman, when you say "you" I think you are really addressing the wrong person because—

Chairman DAWSON. I addressed him as "you" since you turned it over to him to answer for you, I am asking him questions still answering for you, that you should have known, it seems to me.

General TRAUB. I see. Well, if I may clarify this, the incident which Mr. Tracy is talking about, giving advice as to an oral reprimand or something else, was the matter, as I recall it, of a telephone conversation in a preliminary stage of this matter.

Chairman DAWSON. I am interested. The thing that interests me, when a matter of this kind is brought to your attention, you pay no attention to the violations at all.

General TRAUB. Mr. Chairman, you are mistaken about this thing. We do pay attention to them. I don't think there is any evidence that can be put forth on the table here that the Department ignored this matter.

Chairman DAWSON. You are the Comptroller.

General TRAUB. I am, sir.

Chairman DAWSON. And you knew of these violations, then, at that time, didn't you?

General TRAUB. At the time that they reported in the GAO report?

Chairman DAWSON. Yes.

General TRAUB. That is correct. And we within the Department took the action which I described by bringing—

Chairman DAWSON. But you have gone over several things that you were going to take up later. Every time I would ask you about one of those documents, you referred to me, well, you will take that up later. You finished your testimony and you haven't taken it up later.

General TRAUB. Well, if I can be more responsive, Mr. Chairman, I will be glad to do so. If there is some specific thing you want me to answer, I will be glad to do it. But I have given you everything that I know about this matter.

Chairman DAWSON. I see. Thank you, General.

Pardon me for interrupting you.

Mr. ANDERSON. Thank you, Mr. Chairman.

Mr. Tracy, you are the General Counsel, are you, to the Office of the Comptroller?

Mr. TRACY. I am the legal adviser to the Comptroller.

Mr. ANDERSON. Legal adviser to the Comptroller. As such your jurisdiction extends over any and all legal questions that obtain with respect to the Office of the Comptroller of the Army?

Mr. TRACY. That is correct.

Mr. ANDERSON. Now, with respect to this testimony that was made by a member of the committee staff a minute ago that a request had been made in August of 1961 for certain reports of the inspector general and the Army audit agency and the quartermaster inspector general, I believe, was that matter ever brought to your attention? Were you ever asked for any legal advice or comment on the request for those documents?

Mr. TRACY. As far as I can recall, I never had any knowledge that the request had even been made. As I understand it, the request was not made to the Department of the Army. It was made to the Department of Defense. I am not familiar with the facts, so I can't say, but I—

Mr. ANDERSON. Anyway, you never were called upon to comment or give any legal advice with respect to that matter?

Mr. TRACY. I was not.

Mr. ANDERSON. That was the question I had in mind, Mr. Chairman.

Chairman DAWSON. Mr. Lanigan?

Mr. LANIGAN. What action has the Comptroller of the Army taken to examine into the accounting practices and methods under which this became possible and remained undetected by the Army people until the General Accounting Office came in and to find out what had happened? There must have been some weakness in both the internal review system and perhaps in the accounting system in itself that was in use at the post.

General TRAUB. Mr. Chairman, we feel there is no weakness in the accounting system whatsoever. I would state, however, that we do have, and within my own area, a specific device for determining irregularities in this field. This device is the Army Audit Agency. Unfortunately the number of auditors at my disposal is so small that I can only cover an installation such as Fort Lee about once every 3 years.

Now, I am talking about the devices which are available to me as Comptroller of the Army. By coincidence the last time that the Army

Audit Agency was at Fort Lee was about 4 months prior to the airfield incident.

Now, in due course the Army Audit Agency, and providentially, might and has discovered apparent violations or violations of a similar nature at other posts. But in fact I would venture to state that the reputation of the Army Audit Agency is so great in this field that where the Army Audit Agency has conducted an audit, frequently the GAO will not go in at all and will rely completely upon the findings and recommendations in the Army Audit Agency report.

Mr. ANDERSON. But in this instance they went in after the GAO, correct?

General TRAUB. The report which you mentioned here which has been discussed was a personal and special report but the Army Audit Agency went, finished its audit at Fort Lee prior to the airfield incident at all. So it was never within the scope of the activity.

Mr. ANDERSON. No, but what I am getting at, General, is this report, this special audit report, then, was that a full dress audit, just as any other audit?

General TRAUB. No, it was not. It was not a comprehensive audit. A comprehensive audit would have taken in the entire financial management area at Fort Lee. This report was only directed at the insistence of the Secretary of the Army at the Fort Lee airstrip case and the facts surrounding it.

Mr. ANDERSON. And this, of course, was initiated after the results of GAO?

General TRAUB. Oh, yes. This report was only finished on December 4, 1960.

Mr. ANDERSON. December 4, 1960?

General TRAUB. Yes.

Mr. ANDERSON. I have one further question. I didn't mean to interrupt you, Mr. Lanigan.

In the report that was compiled by Mr. Baras of the GAO, reference is made to the statement on page 6, a statement that was contained in the letter from General Viney, the Deputy Chief of the Engineers for Military Operations to—I believe the letter was to the commanding general of Fort Lee who had at that time—who at that time was Major General Evans, in which he said:

MCA funds are even more of a problem this year than usual. Possibly you may have some O. & M. funds which could be so applied.

From the vantage point which you enjoy as Comptroller of the Army, do you feel that there is inherently in the very existence of these O. & M. funds the possibility that efforts will be made from time to time to divert these funds from ordinary normal maintenance projects to the kind of construction that we see went on here at Fort Lee? Is there something wrong with the very fact that these funds exist in apparently the amounts they do at various posts around the country?

General TRAUB. Inherently there is nothing wrong because—

Mr. ANDERSON. It is necessary in your opinion that they have that flexibility?

General TRAUB. Absolutely. Completely necessary. You see, the O. & M. appropriation is a large one. It is about in size one-third of the total appropriations which accrue to the Army. And the appro-

priation is designed to support the day-to-day operations of the Army, to buy the gasoline, for example, to pay all the civilians, over 300,000, to do the necessary maintenance work on structures, to provide the—

Mr. ANDERSON. I certainly appreciate that.

General TRAUB. Utilities.

Mr. ANDERSON. Those things are true, but the only thing that bothers me is the implication in the statement—I mean, that well, these funds are here, and apparently in such abundance, that if we can't get it one way, we will get it another.

Mr. TRACY. Could I just add one thing in amplification of that? I think it should be borne in mind that under the minor construction statute, either MCA funds or operation and maintenance funds may legally be used for construction up to \$25,000, so the fact—

Mr. ANDERSON. I realize that.

Mr. TRACY (continuing). The fact that they seem to have an alternative there or option there between the two is not necessarily in any way violative of the law.

Mr. ANDERSON. No, I realize that, but my question is whether the law ought to be tightened up, whether this is a loophole for leaving it legal for construction projects to be spent out of these O. & M. funds?

Mr. TRACY. That flexibility is necessary in small amounts.

General TRAUB. Completely necessary in my opinion. You would handcuff the Army, so it wouldn't cover—

Mr. ANDERSON. Obviously we have no desire to do that, but obviously we don't want to see any repetition.

General TRAUB. We are just as anxious as you are to minimize the recurrence of these occurrences. We think the educational program which has been most intensive during the past few years will have a very beneficial effect.

Chairman DAWSON. This subcommittee got nothing but concealment from the Army as far as possible to cover up the actions when they were brought to light and now you admit these things occurred, but only after we found them indisputably and you couldn't do otherwise. But we could get no help and the GAO could get no help from you in uncovering them.

General TRAUB. Mr. Chairman, I will say this much: that, at any time that I have been called upon for anything at all from the General Accounting Office or any committee of Congress, I have produced it and made no effort to hide anything. I have been before the committees of Congress many times as the budget officer.

Chairman DAWSON. I believe you are an expert witness when you appear before the committees of Congress on a matter that is laid out here before you and you prepare yourself for it. But, in the conduct of your office and the conduct of the Army, this situation did develop. You knew you couldn't bring it within a project justified under the \$25,000 limitation. And that it is only when you can show any urgency, that you set it up.

General TRAUB. Mr. Chairman, may I say that I really cannot accept this charge against the Army as a whole.

Chairman DAWSON. You may not accept it but the facts are here.

General TRAUB. I cannot accept it.

Chairman DAWSON. And you have done nothing but try to cover them up and not bring the people who committed them to justice.

General TRAUB. I am sure you don't mean that I am trying to cover anything.

Chairman DAWSON. I don't mean you personally. I mean the system, and you are part of the system, and you represent a certain branch of the Army that should be aware of these things.

General TRAUB. Well, I would only comment in this case, sir, that there are certain individuals that have been accused of covering up, yes, but this does not apply to the whole Army, and I—

Chairman DAWSON. Oh, I am not charging that, and nobody sitting around here and listening to this testimony believes that we are. We are talking about in this instance, instead of getting help from the Army in this investigation, we got obstructions from the Army, not giving information until the last few days when we have been interested in this matter since 1959, wasn't it?

Mr. LANIGAN. Since 1960.

Chairman DAWSON. Since 1960.

General TRAUB. May I ask what other than this special personal report to the Secretary of the Army was denied you by my office?

Mr. LANIGAN. I had indicated the quartermaster inspector general and the Army inspector general.

General TRAUB. These requests do not come to me. I can't answer for them.

Mr. LANIGAN. Now, it has been brought out that the accounting for the approved projects is kept in the post engineer's office in Fort Lee and it was really kept on an informal basis; that in order to determine what moneys had been spent on any particular project, in the absence of someone making that special effort, they would have had to look at seven different accounts and pull these facts together from seven accounts to determine how much money had been spent on this particular project.

There are two questions. One, would it be a proper method of accounting to have the post engineer keep the project accounts where he could manipulate or falsify them if he wished to do that?

General TRAUB. Mr. Chairman, in answering that question, I will say that no matter what system you set up, if you have got dishonest people, they are going to beat it and I don't know how you are going to avoid this type of thing.

Mr. LANIGAN. Isn't it one of the basic principles of accounting, of your own accounting guide, that diversification in the accounting is desirable so that the people who are charged with the operation and responsibility aren't necessarily the ones who keep track of the money?

General TRAUB. Well, now, the engineer doesn't keep track of the money. He doesn't have any money. All he does is furnish to the disbursing officer what amounts to vouchers as to what the obligation was. Then the balancing of the money and the determination of whether or not there is sufficient money is the responsibility of the disbursing officer of the comptroller, if there is one.

Chairman DAWSON. But did you tell them there was sufficient money to carry out this project?

General TRAUB. I didn't tell them anything.

Chairman DAWSON. I know you personally didn't. Did your office tell them?

General TRAUB. My office didn't tell them.

Chairman DAWSON. Who was responsible? The comptroller—

General TRAUB. The comptroller to determine whether or not funds were available? The comptroller at Fort Lee. And there were sufficient funds available according to the way the vouchers were presented to him.

Mr. LANIGAN. Doesn't that indicate there was something wrong in the system?

General TRAUB. No.

Mr. LANIGAN. The comptroller had no project account. Only the post engineer had a project account.

General TRAUB. Mr. Lanigan, I can only tell you that this system of accounting has been reviewed continuously and it is the best system that we can devise. And it is in use throughout the Army, and for reasons such as have been disclosed during this hearing, apparently some of the moneys that should have been charged to the Fort Lee airstrip were charged to other accounts, and the vouchers to support this transaction were furnished to the comptroller. He has no method of knowing whether this is so. If there is a sandpile out here and someone takes sand from that pile, the common pile, and say, I am going to use it on this project, and so reports it, and this is wrong, there is no way I know of that you can correct that from a comptroller's office.

Chairman DAWSON. In the echelon in which he moves, he would know nothing about what went on in the comptroller's office.

General TRAUB. I am not in the chain of command at all.

Mr. LANIGAN. But he doesn't know how the accounting is set up because that is a possibility, to set up—

Chairman DAWSON. It would not have been his responsibility, though, to have caught this. But it would be the responsibility of the comptroller down at Fort Lee, wouldn't it?

General TRAUB. Insofar as—yes. Insofar as he could discern this matter:

Chairman DAWSON. So what we want is the comptroller at Fort Lee and not the—

General TRAUB. You can't blame the comptroller at Fort Lee for this from the testimony I have seen.

Chairman DAWSON. Who would you blame?

General TRAUB. I would say the inherent responsibility for all matters at any installation falls to the commander concerned.

Chairman DAWSON. Then the man responsible was the man in command at Fort Lee?

General TRAUB. This is inherent in the entire Army system.

Chairman DAWSON. That is why I took the stand that I did regarding the commander at Fort Lee who came to us in such nice language and attempted to whitewash the whole thing. Thank you very much. I agree with you in what you say. We probably should not have asked you to know anything about a matter this low down in the scale.

General TRAUB. Oh, no. It is my business to get down there.

Chairman DAWSON. But you didn't get down there. It is your business to get down there and you didn't get down there, and I am trying to let you out because I don't think you know anything about it and you are carrying out the old system of confusion. Not meaning to,

of course, but you are carrying out the whole system of confusion since we can't tie it into you. But what we need is the comptroller from down in Fort Lee who ought to have known and whose responsibility it was to know and you are perfectly correct when you say it is not your responsibility to know.

Now, do you know what went on down there as you sit here?

General TRAUB. Only from what I have read in the record.

Chairman DAWSON. Thank you, General. I want to say that you are a very good witness. You are a perfect Army man and you are never going to—if you can protect the system that has been so apparent here, you are going to protect it. But let me say this to you—no, I won't do that. I won't say it to you because you have denied all responsibility.

Mr. LANIGAN. This is a—

Chairman DAWSON. This shows us the whole Army system.

Mr. LANIGAN. I have a memorandum from Mr.—it looks like Kinsman of the Office of General Counsel addressed to the Comptroller of the Army, attention Mr. Tracy, and it was from the Quartermaster General. I suppose it was from the counsel of the Quartermaster General, and what he says is that in order to relieve these officers whose accounts have been charged, it would be proper to now get an appropriation approving of the project funded with MCA funds and then charge the approved project with MCA funds with all these moneys that have already been spent, and having done that, the reason for the exception will disappear. (Exhibit 48.)

(Exhibit 48—Memorandum from Karl Kabeiseman, Office of the General Counsel, Department of the Army, to the Comptroller of the Army, September 7, 1961, re the Fort Lee airstrip appears in the appendix on p. 403.)

Mr. LANIGAN. Is that the way you get rid of exceptions? By charging this back to another account?

Mr. TRACY. That proposition was considered, Mr. Lanigan, and was dismissed or discarded. In lieu of doing that we took this action which I described on the 15th of January this year of asking the General Accounting Office to consider this matter under their statutory authority to relieve the disbursing officer. We felt that it was not proper to attempt to obtain a retroactive approval of this project as an MCA project under the circumstances, that it would be better to go to the GAO as we have done.

Mr. LANIGAN. Have retroactive approvals been granted in other cases?

Mr. TRACY. I know of none. This was one reason we decided not to pursue that course of action.

Mr. ANDERSON. I have nothing further, Mr. Chairman.

Chairman DAWSON. Thank you very much, General.

General TRAUB. You are welcome, sir.

Chairman DAWSON. You made a very good witness.

We called a man who could be called a wrong witness, who gave us no light on the matter.

General TRAUB. You don't mean that, no, sir. I think within my area of responsibility I have given you everything.

Chairman DAWSON. You said it was not your responsibility. It was the responsibility of the comptroller at Fort Lee. Now, that lets you out of having any knowledge of it, making any recommendation at all

about how to meet it, and so forth, and I want to say that you know your job well and you performed it well.

General TRAUB. Thank you.

Chairman DAWSON. The system is protected with you as a witness.

General TRAUB. Mr. Tracy makes the observation if we had 500 or 600 more auditors, we could do——

Chairman DAWSON. Did you ask for them?

General TRAUB. We have asked for them continuously. This is a hard proposition.

Chairman DAWSON. But the auditors would not have done any good at your level. It would have to be——

General TRAUB. Oh, no, sir. These auditors——

Chairman DAWSON. Then you do have some responsibility?

General TRAUB. Oh, I do, indeed I do have responsibility in this matter.

Chairman DAWSON. And you used that responsibility for trying to cover up defalcations.

General TRAUB. Oh, no, Mr. Chairman, you don't mean that.

Chairman DAWSON. But certainly I mean this.

General TRAUB. Well, sir, I will be glad to appear again any time you want me.

Chairman DAWSON. They will have a perfect witness to the system.

I am thinking that it won't do any good to call the staff of the judge advocate from headquarters. We want the judge advocate who was the attorney down there at Fort Lee.

Mr. LANIGAN. On this particular one, you remember, General Denniston testified that the matter had been referred to the Second Army.

Colonel GODWIN. I am Col. James E. Godwin, 2d U.S. Army.

Chairman DAWSON. Do you solemnly swear that the testimony you are about to give this subcommittee will be the truth, and nothing but the truth, so help you God?

Colonel GODWIN. I do, sir.

#### TESTIMONY OF COL. JAMES E. GODWIN, STAFF, JUDGE ADVOCATE, HEADQUARTERS, 2D ARMY

Chairman DAWSON. I just observed to Mr. Lanigan maybe it would be, since you have come from the staff of the judge advocate headquarters, and you have no responsibility where the camp is concerned, as the previous officers had, you are going to just tell us—you are going to protect the system and you are not going to respond to or take the responsibility about what the man down there at Camp Lee ought to have known and ought to testify to. You are going to cover up.

Colonel GODWIN. No, sir, Mr. Chairman, I don't intend to cover up in my approach to this matter. I do not have the experience, sir, before congressional committees as some other witnesses do.

Chairman DAWSON. But a congressional committee is only searching for——

Colonel GODWIN. But I am happy to be here.

Chairman DAWSON. And we are happy to have you. And a congressional committee is only seeking the facts in a given set of cir-

cumstances, and if you are from the level that you are going to cover up for what your counterpart on a camp level failed to do—

Colonel GODWIN. No, sir. I do not intend to cover up for anybody. I intend to give my information that came to me as the result of an official referral of this case to the Commanding General, 2d U.S. Army, of whom I am the staff judge advocate.

Chairman DAWSON. And do you have no knowledge of your own about what occurred down there?

Colonel GODWIN. I have no knowledge of my own of what occurred there. I know none of the individuals involved.

Chairman DAWSON. And you had no responsibility at all to act in the matter?

Colonel GODWIN. Not until it was referred, at the time it was referred.

Chairman DAWSON. Well, there is one question I think we will ask of you. You know all the facts in this case?

Colonel GODWIN. I won't say I know all the facts in the case, sir. I have read certain reports of investigation and certain testimony.

Chairman DAWSON. Have you read the investigator's report made by the GAO?

Colonel GODWIN. No, sir, I have not.

Chairman DAWSON. Have you read the testimony made by Mr. Baras in this case?

Colonel GODWIN. I have not, sir.

Chairman DAWSON. You may ask him any questions you wish.

Mr. LANIGAN. You are the staff judge advocate for the commanding general of the 2d Army to whom this matter was referred for consideration of court-martial proceedings?

Colonel GODWIN. That is correct, sir.

Mr. LANIGAN. Could you tell us what was referred to you and how it came to the commanding general of the 2d Army?

Colonel GODWIN. Yes, sir. Mr. Chairman, as the staff judge advocate of the Army, I am in the position of what we call the legal advisor to the commander. Those duties devolve upon me pursuant to the Uniform Code of—the articles of the Code of Military Justice. I am sure you are all familiar with those. And in carrying those out, I deal personally, I communicate directly with the commanding general as the statutes and as you expect me to do.

Chairman DAWSON. That is right.

Colonel GODWIN. And I advise him upon the disposition of charges as a part of my many duties.

About April 23, 1961, a report of an investigation conducted by the Department of the Army Inspector General concerning the construction of an airfield or airstrip, whatever it was, at Fort Lee was received at my headquarters. That report included certain information from other reports. It included all the testimony. I don't remember now how many hundreds of pages there were in it. And certain documents and exhibits and matters of that kind.

It was referred by the Department of the Army. It had come down by letter, by order of the Secretary signed by the Adjutant General, referred to the commanding general of the 2d Army for such further action as was deemed appropriate in his opinion with consideration

to the provisions of an Army regulation which I will cite which is 22-160.

This is a regulation which merely implements the understanding between the Department of Defense and the Department of Justice in the investigation and prosecution of cases where there is concurrent jurisdiction. This is all that this regulation does.

Chairman DAWSON. I have a statement here—I am warning you—from the Department of Justice regarding the understanding between your department and them and that it was never meant to be used as a cloak to cover incidents such as happened in this case here.

Colonel GODWIN. Mr. Chairman—

Chairman DAWSON. I think it is nothing but fair that I should tell you that we have such a statement in order that you might not hide behind action taken by the Department of Justice in this matter as a reason for your not doing something about it.

Colonel GODWIN. Mr. Chairman, sir, that is—we do not hide behind any decision made by the Department of Justice.

Chairman DAWSON. And we are not going to let that understanding be used by you since they didn't take jurisdiction in this matter. So I am warning you beforehand.

Colonel GODWIN. May I continue, sir?

Chairman DAWSON. Surely.

Colonel GODWIN. On May 3, 1961, the file was referred to me for my evaluation and study and recommendation. Under the terms of reference of the case to the 2d Army and under the provisions of this regulation which concerns the memorandum of understanding which I mentioned, it was clear and it is clear, I believe, that some coordination was required with the Department of Justice in this matter. And that Department, as I understand it, did, and I do not criticize the Department in any way nor hide behind them in any respect, conclude that initially they should consider the matter and request it—and this is their procedure, which is all right—requested the Army to refrain from taking prosecuting action until they are finished with their consideration.

Chairman DAWSON. When was that matter submitted to them?

Colonel GODWIN. I do not know when they got it. I can't speak—

Chairman DAWSON. It was in April, wasn't it?

Colonel GODWIN. It could have been but I am not knowledgeable.

Chairman DAWSON. And the statute of limitations would run against the offenses involved in March, wouldn't it?

Colonel GODWIN. No, sir. A little later than that.

Chairman DAWSON. I mean in the following month.

Colonel GODWIN. Somewhere in that period of time, on certain aspects of it.

Chairman DAWSON. And when you got the answer promptly, they put men to work on it and you got your answer 1 week before the statute of limitations ran against the offenses that had been committed in this matter, didn't you?

Colonel GODWIN. I am not sure of that; how the statute of limitations will tie in with that date, sir.

Chairman DAWSON. I am just apprising you of that because I thought maybe you didn't know. But I am sure some of those who handled this matter and wanted to use the Department of Justice as

a cloak for not proceeding in it knew exactly what they were doing when they submitted it to them.

Colonel GODWIN. Mr. Chairman, I can't make that supposition because—

Chairman DAWSON. I am only telling you in advance. I want you to make your statement but I don't want to take any advantage of you. But you may not hide behind the fact that they didn't take jurisdiction in this matter as a reason not to proceed under the military law.

Colonel GODWIN. No, sir. I do not accept that either as a reason.

Chairman DAWSON. Sir?

Colonel GODWIN. I do not accept that either as a reason for not proceeding. This is not the—

Chairman DAWSON. You understood it is the Army's responsibility for what was done in this case, the failure to prosecute.

Colonel GODWIN. That is correct, sir.

Chairman DAWSON. All right, sir. Then proceed.

Colonel GODWIN. That is correct.

Chairman DAWSON. Proceed.

Mr. HENDERSON. Excuse me, Colonel. What was that request—was that request to you made in writing?

Colonel GODWIN. No. It was not made to me. It was, as I understand the procedure on these things, they do it through—and I should not speak for the Department of Justice in this matter at all. It is my understanding that these come about through correspondence from the Department of Justice to the Department of the Army.

Mr. HENDERSON. I thought you said you had received—

Mr. LANIGAN. There was a letter from the Department of Justice to the Army.

Colonel GODWIN. Yes; a copy of this letter did come to my attention but the letter was not addressed to me.

Mr. HENDERSON. The letter was not addressed to you.

Colonel GODWIN. As I studied the case, there was a problem involved in it, involving what I conceive to be a 2-year statute of limitations for certain possible offenses applicable under the Uniform Code of Military Justice. And it might bar prosecution as to certain matters. If we didn't take some action prior to—if we didn't take some action to toll the statute, prior to receipt of any notice that the Department of Justice would render it. Is there any question on that phase of it?

Mr. ANDERSON. How would you toll the statute in a case of this kind? What affirmative action would be required?

Colonel GODWIN. This we attempted to do, and it has never been tested so far as I know in this context, this type case. The article 43 of the code, I believe it is, provides that if charges are preferred and then filed with the officer exercising summary court-martial jurisdiction, this will stop the statute of limitations.

This I believe was designed to cover those cases where a man is absent and in desertion and can't be reached so as to serve charges upon him, give him notice of the charges. But the preferring of the charges and the filing of the charges generally is held to stop the statute of limitations. There you begin your prosecuting process.

Mr. ANDERSON. By whom would that have been done in this instance, by the commanding general in Fort Lee, did you say?

Colonel GODWIN. I didn't say that, sir.

Mr. ANDERSON. That is what I am trying to clear up.

Colonel GODWIN. We prefer no charges with the file. I will say that.

Mr. ANDERSON. No, but you said that the statute was about to run and you had to do something to toll the statute. Who would do it? That is what I am trying to find out. Who would take the action of fighting the charges?

Colonel GODWIN. Whoever decides to prefer charges against the individual is the one that—

Mr. ANDERSON. Well, could it be you, for instance?

Colonel GODWIN. No.

Mr. ANDERSON. In your capacity?

Colonel GODWIN. If I may explain, sir, in my capacity as staff judge advocate, I should not be directly involved in the preferring of charges, and the reason is under our code we have a complete, you know, an adversary system of the trial of cases. It is far different than what it was in earlier years.

Chairman DAWSON. When I was in the Army in World War I.

Colonel GODWIN. And we have very strong trial counsels and very strong defense counsel and the staff judge advocate must walk a fairly clear, impartial line so far as he can so as to act on the legal aspects of the cases and not be pitched as a prosecutor nor as a defender.

Chairman DAWSON. Who represents the Government?

Colonel GODWIN. The appointed trial counsel, sir.

Chairman DAWSON. Represents the Government.

Colonel GODWIN. That is right. In the trial of cases.

Mr. ANDERSON. I am still trying to find out, though, who would file the charges. You wouldn't, apparently, after that explanation. Who would? Would it be commanding general of the 2d Army?

Colonel GODWIN. Well—

Mr. ANDERSON. In this case.

Colonel GODWIN. In this case.

Mr. ANDERSON. That is what we are interested in.

Colonel GODWIN. If someone had decided that charges should be preferred, it would be preferred at a lower level normally than the officer that is going to appoint a court and try the case because officers do not appoint courts and then become the accused and then try the case themselves. This violates the principles of justice. The mere fact that charges may be preferred at a lower level does not prohibit or prevent those charges from being transmitted to some other command for trial or for consideration whether or not there will be trial.

Mr. ANDERSON. So who would file the charges here?

Colonel GODWIN. I don't know, sir. I know what perhaps I might have done in this case.

Chairman DAWSON. The old system.

Colonel GODWIN. I can't pin—I am in no position to say that somebody should have or should not have done it.

Mr. ANDERSON. I am not asking you that. I am asking you—

Colonel GODWIN. Normally you would expect—

Mr. ANDERSON. I am asking who would do it to toll the statute. You said the statute is about to run. Something had to be done. The way to do that is file charges. Who is going to do this if it isn't you?

Colonel GODWIN. We did it, at least an officer in my headquarters did prefer charges for this purpose. This is after we got into it on April 23.

Mr. ANDERSON. And so you, then, effectively tolled the statute?

Colonel GODWIN. I think so, sir.

Mr. ANDERSON. By the action which you took, which constituted or consisted of filing charges. Against whom?

Colonel GODWIN. Against two officers.

Mr. ANDERSON. Who were they?

Colonel GODWIN. Colonel Ridlehuber and Lieutenant Colonel Jarrett.

Mr. ANDERSON. And what were the specifications with which they were charged?

Colonel GODWIN. They involved, I believe, three specifications alleged under the general article of 134, that is the article we would have to go on, alleging certain documents, these projects, these vouchers that appear by omitting certain project numbers, and I don't have the verbiage of the specifications, in terms of section 1001, title 18, United States Code.

Mr. ANDERSON. No charges of any kind were filed against General Denniston, the post commander at Fort Lee.

Colonel GODWIN. They were not, sir.

Mr. ANDERSON. Now, these charges, then, could have been the subject of what, a general court-martial?

Colonel GODWIN. If they were to be tried, they should have been tried by a general court-martial, certainly.

Mr. ANDERSON. General court-martial. Now, who, if you know the answer to this question, made the decision, then, who was responsible for the decision that there would be no general court-martial?

Colonel GODWIN. The convening authority or persons that exercises general court-martial jurisdiction is the commanding general, 2d Army. His action on the case, the decision was made. It was made by him upon my advice and recommendation.

Mr. ANDERSON. So you were in fact, then, the person who advised the commanding general of the 2d Army that even though the charges had been filed, the prosecution was therefore possible because the statute had been tolled, that no court-martial should be held, is that correct?

Colonel GODWIN. That is correct, sir. It was done on my recommendation.

Mr. ANDERSON. What was the basis of your advice in that regard? Why did you decide to advise him not to proceed against Colonel Ridlehuber and Colonel Jarrett?

Colonel GODWIN. I would like to give you, sir, my—I am recalling on events that transpired, my study of a case of 9 months ago. I have not seen it since the 9th of June, or the testimony. And I am trying to establish my evaluation of the case at that time.

Mr. ANDERSON. Just as an aside, here, I just can't imagine anybody appearing as a witness before this committee and realizing the gravity of the charges involved. Has this material been accessible to these people? Have they had an opportunity to examine any of this stuff?

Mr. LANIGAN. Yes. The Army itself has bought copies of the transcript. We have made copies available to others, to any officer who has come in to look at them in addition to the ones they bought. And in the case of Colonel Godwin, he was designated some time last week, I believe it was, to appear here. We didn't ask for him particularly. We asked to have someone designated and we were informed that he was designated about a week ago.

Colonel GODWIN. I believe it was less than that, sir. I believe it was early this week. I am not sure of the date.

Mr. ANDERSON. I don't know why I should be concerned about whether or not the witnesses prepare themselves for this or not, but it appears to me rather strange that this is all for the first time in 9 months that you are reviewing this material.

Colonel GODWIN. No. This is based upon my review of the case at the time. I am testifying from my notes in that respect.

Mr. ANDERSON. But you have gone over those things.

Colonel GODWIN. I must say in all fairness that I have not examined the evidence in this case because I don't have the evidence in this case since June 1961.

Mr. ANDERSON. Well, for example, what I am getting at, I think the single most comprehensive document with which the committee has been provided is the statement of Mr. Baras of the General Accounting Office. Have you read that?

Colonel GODWIN. I will state that I have not read it. If it was not included with the file that was sent to me in April, that I got in April, I have not read it, sir.

Mr. ANDERSON. In April of 1961?

Colonel GODWIN. 1961.

Mr. ANDERSON. Well, I am sure it wasn't ready at that time. Well, proceed.

Colonel GODWIN. Now, the problem that I personally had to face was whether—and this—I had approached it as best I could from the legal aspects of it—further action was warranted on certain allegations in these various reports of the investigation that were referred to my headquarters, and those involved Colonel Ridlehuber, Lieutenant Colonel Jarrett, then stationed at Fort Lee and awaiting retirement as a Reserve officer, and I understand subsequently he is in a retired status; third, Col. James Connor, then G-4, after Colonel Ridlehuber, now retired, Regular Army officer and residing in Columbia, S.C.; Col. Lewis H. Shirley, then deputy commander at Fort Lee, a retired Regular Army officer, residing at Oakwood, Okla.; Lt. Col. Julian E. Pylant, post engineer, following Lieutenant Colonel Jarrett stationed at Fort Lee, Va.

There were others named in the investigation over whom the Army had no jurisdiction. This was Maj. Thomas S. Swartz, then assistant post engineer, now a retired reservist, and Hiram W. Fussell—a civilian and a retired reservist. There is no jurisdiction of the Army in any aspect to try by court-martial.

After considering all of the testimony, and it was quite voluminous, statements after statements after statements of witnesses, it became reasonably clear to me that Colonel Ridlehuber as the G-4 was the prime mover in pushing through the construction, that he signed

some of the purchase requests, and that in several instances had caused the material or the work to be charged to what I have here as "other projects."

It was also clear that funds were used over and above the administrative and statutory limitation and that actions were taken by some officers who have—and I use quotes here, "embarrassing"—because that word stuck in my mind from the prior investigations that I read, from the investigations that I read on this—eliminated from the official files on learning that the GAO would audit the construction.

Mr. ANDERSON. Incidentally, that would be an offense under the military code of justice, would it not? In and of itself?

Colonel GODWIN. That is an awfully hard question to answer because we have to—if we could pinpoint the papers, specify exactly what they were, if they were official files and destroyed, certainly it would be an offense; yes, sir.

On this latter point of so-called destruction of papers, or whatever, to me as the examining attorney on this matter, or lawyer or adviser, it was not entirely satisfactory to me from the standpoint of the proof of this matter because there were I don't know how many versions of what these instructions were and what they consisted of. There were a number of different versions. And whether the papers that were removed, if there were documents removed, were documents required to be preserved or some scratch notes or pencil notes or whatever they were, I don't know what they were. Some miscellaneous papers, perhaps.

Chairman DAWSON. Could you not have found out what they were? They were there in the Army records. You could have had them. They were available to you. Don't make a project out of it.

Colonel GODWIN. I am not sure—

Chairman DAWSON. Our investigators found it out easily enough.

Colonel GODWIN. I can only state that there was one paper that I could identify, as I recall this investigation, that was given to us concerning some penciled note that said, charge this to something, don't charge it to that. That is about all that I can remember now. But I don't know what the papers were that were removed, that were allegedly removed.

Chairman DAWSON. He didn't answer your question yet.

Mr. ANDERSON. I lost track of the question, Mr. Chairman.

Colonel GODWIN. Now, I tried, then, to analyze the evidence that we had from the standpoint of relevancy and admissibility under the rules of evidence of the offenses considered applicable and at that time I was of the opinion that it failed to establish, at least to my satisfaction, with sufficient clarity and certainty the commission of offenses involving a knowing and willful-type act.

Now, this was my judgment. This was my opinion. Of a willful falsification concerning concealing by trick or scheme or device of a material fact or the making of a false, fictitious and fraudulent representation such as is punishable by section 1001, title 18, United States Code.

This, gentlemen, was my impression of the evidence as I had it. Now—

Mr. ANDERSON. Well, let me interrupt at that point to read you just one statement, Colonel, from Mr. Baras' report, page 49. Just one sentence.

Major Swartz maintained that throughout the construction of the airfield he was obliged to participate in the falsification of the purchase requests because he had been ordered to do so. He knew it was improper, questioned Colonel Ridlehuber about it, but never got to the point of outright refusal to carry out the instructions of his superiors.

Major Swartz said that he discussed the progress of the airfield with Colonel Shirley at least six times and that their discussions include the difficulty of obtaining materials and that Colonel Shirley said that this would be taken care of.

Did you have that kind of information available to you at the time you made your decision as to whether or not these were prosecutable offenses?

Colonel GODWIN. There was testimony in the file taken by the inspector general by Major Swartz—it rings a fairly familiar note—as to Major Swartz' view on this matter. This is one witness. This is one piece of evidence. However, whether he testified exactly like that, I can't say. I assume that he did.

Mr. ANDERSON. You had at your disposal the reports in making your decision. You had at your disposal the reports of the inspector general, the Quartermaster Corps, the Inspector General of the United States, and also the Army Audit Agency. Those three documents with all of the facts that they contained were available to you in making your decision.

Colonel GODWIN. That is correct, sir.

Mr. ANDERSON. What is the test that you use in deciding whether or not to proceed to trial with these things? I mean, is it a test wherein you address yourself to the question of whether or not you have a reasonable expectation of proving these things beyond all reasonable doubt and to a moral certainty or what is the legal test that you apply in evaluating the evidence?

Colonel GODWIN. The test that I usually—that I apply is to consider all the evidence, the elements of the offense, apply the evidence that you have to that, and what reasonable chance have you got of getting a conviction in that case. Now there are some cases I admit that have been—they are often tried on fairly flimsy evidence because it may be necessary to try them for some reason or another, but this is the general consideration and there must be a finding made before a case is referred for trial that the evidence in the file warrants trial, that there is evidence in the record of the investigation.

Now, this, by the way, was not——

Mr. ANDERSON. What is the quantum of proof that is then required when you get to trial?

Colonel GODWIN. Oh, it is not necessary—at trial the proof is you must convince the court beyond a reasonable doubt and this they are so instructed.

Mr. ANDERSON. But you yourself in making the preliminary determination——

Colonel GODWIN. I did not have to apply a reasonable doubt.

Mr. ANDERSON. You don't have to have the reasonable doubt test.

Colonel GODWIN. I do not have to apply that.

Now, Colonel Ridlehuber——

Mr. HENDERSON. Excuse me. Had you finished?

Mr. ANDERSON. That is all right. Go ahead.

Mr. HENDERSON. If evidence is in the record where a statement, a categorical statement, is made by an officer of the Army that is not controverted in any other part of the record, wouldn't that seem sufficient to go ahead?

Colonel GODWIN. May I ask what officer, what are we talking about?

Mr. HENDERSON. I don't know. I haven't seen your records. But just from what Mr. Anderson read that was contained on page 49 of Mr. Baras' statement.

Colonel GODWIN. I think perhaps, sir, this was disputed by some of the other witnesses.

Mr. HENDERSON. Most of the other witnesses have appeared here and they did not—

Colonel GODWIN. I don't know what the witnesses testified to here, sir. This is—

Mr. ANDERSON. Well, let's help him out a little bit. Colonel Jarrett said that it was the consensus of opinion that it would be difficult to accomplish the project for under \$25,000. He said that as it first became apparent that the project would exceed the \$25,000 funded cost in March of 1959 when it was learned that the base course material available at Fort Lee would not meet specifications and that crushed rock and block topping would therefore have to be procured from outside sources, he discussed this with Colonel Ridlehuber who instructed him to use whatever material was available from the post and to purchase whatever was needed with O. & M. funds. He admitted he knew this was wrong but could not dispute a superior officer.

I have been sitting through these hearings and I don't recall, even though both these officers appeared as witnesses here, that they have denied the substantial accuracy of that statement that Colonel Jarrett made, that he was given this instruction, that he knew it was wrong, but that because it was given to him by a superior officer, namely Colonel Ridlehuber, he felt he had to carry it out.

I don't recall—anyone else on the committee can correct me if I am wrong—that either one of those gentlemen when they appeared denied that.

Chairman DAWSON. They affirmed it when they did appear.

Colonel GODWIN. Well, I don't know what they testified to here nor can I say they testified precisely now as to what they stated in their statements made in an investigation by the inspector general a year ago. But this was my analysis, my study.

Mr. ANDERSON. I would really be interested in your going into some considerably more detail, just what the reasons were that impelled you to believe that a prosecution was not warranted in these cases.

Colonel GODWIN. I have a note of my concern about Colonel Ridlehuber's position as indicated in this prior file, not here, sir, that while it may be untenable and illogical, when the Engineer troops were withdrawn from this project, that project 10-57 was finished because it was designed as a troop training project, and therefore that other moneys would have to be used to find funds and material under new projects to be approved. I believe he testified to this, if I recall cor-

rectly from my analysis of the prior investigation. This is the way he testified.

To me at least it was indicative in his position or belief that he was not willfully violating some type of limitation. Now, I can be wrong in that, of course. And he can be wrong, that by using other operational and maintenance funds that he was not violating by using other O. & M. funds. This, at least, was his position to which I believe he adhered.

Those officers and other individuals as I saw them in the file that I had in searching for methods to find funds to complete what appeared to be at least a desired airfield or an airstrip. certainly they used improper and wrongful and suspect methods and their conduct was inexcusable and reprehensible and there is no way to condone it regardless of any mitigating factors that you might find in it, that I might find in it.

From my study of the evidence, in this investigative report, it did not appear to me that it was decided or planned in advance of this construction to use illegal moneys to circumvent the statutes or regulations. This is the way it appeared to me.

Mr. ANDERSON. But would that make any difference, if I may interrupt? I mean, whether or not a grand design was formed in advance or—

Colonel GODWIN. No, sir.

Mr. ANDERSON (continuing). Or whether or not during the time of execution as some of these witnesses said they suddenly discovered they had a bear by the tail and they didn't know how to let go.

Colonel GODWIN. It wouldn't make any difference.

Mr. ANDERSON. So they used any moneys at their disposal to cover up the cost and funding of this thing to drive it to a conclusion. It wouldn't make any difference?

Colonel GODWIN. It did appear that means to circumvent the statutes or regulations—I'm sorry. That was not the statement. It did appear that after considerable funds had been expended within the limitation, that it was considered necessary by those involved—this is what I get from the testimony—to spend more—

Chairman DAWSON. Judgment as to what is necessary isn't called into play because Army regulations lay down the rules on what they can do and they acted in spite of them.

Colonel GODWIN. Yes; and I don't agree with—

Chairman DAWSON. Your officers are not given authority to exercise your judgment. Rules are made for you to follow.

Colonel GODWIN. May I continue, sir?

Chairman DAWSON. Surely.

Colonel GODWIN. To keep from having dissipated by erosion and weather the efforts that already were expended, it also appeared that serious mistakes in judgment and interpretation of the regulations led—this is my reaction, now, to it. I don't know how valid it is, but this was mine—led to splitting the construction of the strip into separate projects. They were doing it in this fashion. These errors and mistakes, reprehensible as they were, appeared to me at the time of my evaluation not the misconduct of the type ordinarily warranting criminal prosecution. Administrative disciplinary action was already taken. This was permissible under section 6635 of title 31, United

States Code, which covered essentially the same allegations of over-expenditure against regulatory and statutory limitations; the costing of funds to other projects and the alleged withdrawal of some unspecified papers from the files; and other derelictions of duty.

Chairman DAWSON. I made my stand. Go ahead.

Colonel GODWIN. I felt also or it appeared to me that extensive investigations had brought to the attention of numerous officers and civilians the necessity for close supervision and circumspect careful adherence to regulations and a review or revision of regulations, operating instructions, and accounting procedures growing right out of this matter.

I am sure that that has happened.

Mr. ANDERSON. Well, in other words, to you this was a question of inadequate procedures and not moral dereliction on the part of these people who broke these rules?

Colonel GODWIN. Oh, I think—I don't—there is something more than mere moral derelictions involved in it.

Mr. ANDERSON. What?

Colonel GODWIN. The use of methods to try to circumvent—this appears to be what has happened now—to circumvent their regulations and statutory limitations is just wrong and it is illegal. It is a punishable offense.

Chairman DAWSON. These had been committed before the GAO went in there.

Colonel GODWIN. Well, if I may complete, sir, my final analysis of the case; we had jurisdiction over three of these individuals that we could have done something about. We could have gotten jurisdiction over—I must—we had it directly over two in the Regular Army or the Reserve on active duty and the retired officers we could have secured jurisdiction over them by having the Department of the Army order them to active duty for the purpose of trial; so we could have had jurisdiction over them also.

Mr. ANDERSON. That would have been Colonel Shirley?

Colonel GODWIN. That would have been Colonel Shirley, Colonel Connor—Colonel Connor; Colonel Ridlehuber was, although not under our command, in the 2d Army area, and he would have been attached to it and for all intents and purposes was because of the referral of the case to it. So there is no problem on the jurisdiction part of it.

There was no discernible personal gain or financial benefit on the part of these individuals. So to that extent they hadn't feathered their pockets with money in a stealing sort of situation for their own benefit. None is required, however, for there to be a violation of the statute that we are talking about. None is required.

Chairman DAWSON. Then why bring it up, except in extenuating circumstances?

Colonel GODWIN. These are a number of factors that I considered. Administrative disciplinary action had been taken and this, I felt—and this is my own opinion also—served perhaps to finish the careers of these people. Such action—

Mr. ANDERSON. You mean that as a practical matter—

Colonel GODWIN. As a practical operation—

Mr. ANDERSON (continuing). None of these people would ever be promoted beyond their present grade because of these letters of reprimand.

Colonel GODWIN. This is only a personal feeling that this would certainly come to light before any personnel action board that might be considering. I can't state that definitely, however. That has been—that would be my impression, however.

The fact that administrative disciplinary action had been taken, however, is not a bar, was not a bar to trial. That does not in my opinion bar the actions to bring a case to trial if that had been the decision.

Finally, I was convinced that in the event of prosecution, conviction was improbable, not only because of the state of the evidence as I saw it then concerning the proof of the willfulness of this, and I am speaking mostly in the Ridlehuber area, but also because court members could well find reasonable doubt as to the guilt of any individual when he defends on the ground that he was carrying out what were or were mistakenly believed by him to be the instructions or desires of a number of people or superiors that we have this airstrip.

Mr. ANDERSON. Under the Uniform Military Code of Justice, would willfulness be the gist of any of the offenses that would have been prosecuted under these charges?

Colonel GODWIN. I think it goes right to the heart of it as that term is used in the statutes. Penal statutes.

Mr. ANDERSON. How about under the Uniform Military Code of Justice? Would you have to prove willfulness?

Colonel GODWIN. Oh, yes, sir. We would have to prove the knowing and willful falsification of it and this would come, of course, under the general article. We do not allege as such the violation of section 1001, title 18. We allege violation of article 134, a primary offense, not capital.

Mr. ANDERSON. Let's take the case of Colonel Jarrett who admits on numerous occasions, and did before this committee, that he knowingly and willfully committed certain things which he knew were wrong, were in violation of the statutory limitation, but he did them because—he took frequent refuge in the fact that he had been so ordered by a superior officer.

That in itself would not surely excuse him in a general court-martial under the Uniform Military Code of Justice, would it, where he willfully and knowingly violates a statute of the United States even though he is ordered to do so? He could still be the subject of a conviction, could he not?

Colonel GODWIN. Oh, yes. He could be the subject of it. I doubt personally whether any court or jury would convict where there is an element of, how shall I say it, a feeling of coercion or duress or something. I don't know. That is something up in the air. But, well, that is—

Mr. ANDERSON. What I am trying to get at is the fact that a man is ordered to do something and it is wrong and it is illegal and he knows that it is illegal. That doesn't excuse him under our Military Code of Justice, does it? He has still committed an offense, a punishable offense, has he not?

Colonel GODWIN. If the order is illegal, the offense is not punishable.

Mr. ANDERSON. In other words, then, there was nothing—

Colonel GODWIN. Because their—

Mr. ANDERSON (continuing). That could have been done to Colonel Jarrett. None of these things that he did which he says, and I believe he is correct, he was ordered to do by Colonel Riddlehuber he could be punished for.

Colonel GODWIN. Well, when I said that if the order is illegal there is no offense, I mean that if he is charged with a violation of an order—

Mr. ANDERSON. An order—

Colonel GODWIN (continuing). And that order is illegal.

Mr. ANDERSON. That I understand.

Colonel GODWIN. You would have no—

Mr. ANDERSON. I am talking about his violation of the statute. That still remains an offense even though he was ordered to violate the statute.

Colonel GODWIN. Yes, sir, and the other is extenuating, mitigating, which may convince people not to—

Mr. ANDERSON. But would it be in your position, within the scope of your jurisdiction as staff judge advocate, to consider the mitigating and extenuating circumstances in deciding whether or not there were offenses here that ought to be prosecuted, punishable offenses? Aren't you supposed to look at this thing from the legal standpoint and leave the extenuation up to the general court-martial?

Colonel GODWIN. This is often done. It is my responsibility to make a recommendation in the case, to make advice on it. I tried to explain it in my limited way how I was not satisfied with the turn of the evidence in this case, the testimony of one against another, that which we would have to rely upon subsequently, that we had a case that ought to be sent to a general court-martial. That was my opinion at the time. I was the only one that could make it. It was made without duress or any coercion on the part of anybody.

Mr. ANDERSON. I am sure that that is correct. Would you be of the same opinion today—of course, hindsight is frequently more valuable.

Colonel GODWIN. Hindsight is frequently—I would have to see, I would have to see the testimony of people, what they are stating today as compared to what I remember as their stating at earlier investigations.

Mr. ANDERSON. You were present in the room, I think, when the previous witness testified. That was Lieutenant General Traub.

Colonel GODWIN. I was, sir.

Mr. ANDERSON. Where he made the very frank, I think, and forthright statement that in view of this situation and in view of the way the Army is organized with its chain of command, that the ultimate responsibility in this case would certainly have to be borne and rest on the shoulders of the commanding officer, who in this case was the commanding officer at Fort Lee, Va.

I will not ask you whether or not you agree with that because I am sure you do. But in view of the facts, would it not be true, Colonel, that if you had made a decision to charge some of these subordinate officers with offenses under the Military Code of Justice, that it would

have almost followed as a matter of course that you would have been obliged to recommend the preference of similar charges or at least command responsibility charges against the commanding officer at Fort Lee?

Colonel GODWIN. I would agree, sir, in ultimate justice in the whole framework of this case as we have it that it is very difficult to take out one or two people and say, let's punish them, and not make it across the board. This is always a problem but it happens in reality as we well know. Not always—when you have a number of joint offenders, let us say, we know this in the practice of military law, in the number of joint offenders, not always can we bring everyone to trial. Somebody may have to be granted immunity in order to get testimony in order to get the evidence before the court, which means that he is not going to be tried.

Chairman DAWSON. You wouldn't have had that this time, would you?

Colonel GODWIN. I think it would have been required in this case.

Chairman DAWSON. No. They had admitted—I mean, the officers themselves had come in and admitted that they were—they acted under orders.

Mr. ANDERSON. Well, your point is you think in order to build a case against one of these individuals that you would have had to have had self-incriminating testimony from some of the other participants and to get that you would have had to offer them immunity. Is that what you are suggesting?

Colonel GODWIN. I am quite sure that that would have been the net results of it. We can't, you understand, sir, we can't offer these statements into evidence that people—we have to have witnesses come into court and testify.

Chairman DAWSON. If they gladly would come and tell investigators who are nonmilitary the truth because they were acting under orders and they knew it was wrong, don't you know they would have told you or a representative of your department?

Colonel GODWIN. Well, I don't think I would—as the staff judge advocate—I know you don't mean me personally because I as the staff judge advocate, it would be improper for me to interrogate any of these witnesses.

Chairman DAWSON. You are not called upon to do that. You are called upon to advise whether there ought to be charges to be preferred. You wouldn't try them. And you gave your superior officers advice that they shouldn't be. And when they themselves, the officers themselves, admitted these things, they were glad to have somebody come and ask them because they knew they were wrong, and they were glad to tell it.

Colonel GODWIN. I might state, sir, and I am not disagreeing with you, this is your information. I did not have this information in the investigation that was referred to me for action, whether or not—what shall we do. How much farther shall we go with this thing. I don't have the subsequent—

Mr. HENDERSON. Colonel, in making your recommendation, are you limited to the record that is before you that was the inspector general's report? Are you completely circumscribed by that, the information contained therein?

Colonel GODWIN. This is the—unless an additional and some further investigation is called for, this is directed—my office is not an investigative office.

Mr. HENDERSON. I understand. But if the questions were raised in the record in your mind, you said, well, this, that, and the other, if the answer to this, that, and the other question might be given, then we would have a case, would you be able to ask the inspector general or some other office of the Army to seek the answers to these questions?

Colonel GODWIN. Oh, yes, sir. There is—

Mr. HENDERSON. Did you do that in this case?

Colonel GODWIN. I did not, sir.

Mr. HENDERSON. You didn't feel it was required?

Colonel GODWIN. If this had gone further—you must understand that at this stage of the proceedings, the article—what I want to say is the article 32 investigation, an additional investigation that must take place before a case is referred to a general court-martial, this is after charges have been preferred, charges have been served on the individual, then another investigating officer is appointed at which the accused person is entitled to be confronted by these witnesses, and this is reduced to statements of these witnesses, and that is the normal type of investigation that comes to the staff judge advocate with a recommendation of that investigating officer that these charges be dismissed or they be tried by court-martial or they be referred to a general court-martial or some other action.

You see, we didn't have that step in this case. We would have gotten to it had we decided to go ahead—had there been some decision to go ahead with prosecution.

Mr. HENDERSON. But it was your—it was on your judgment that the further step was not taken.

Colonel GODWIN. That is correct, sir. I make the—I made the advice. I made the—took the position.

Mr. HENDERSON. Now, Colonel, just one more question. Would you just give us the organization of the judge advocate's office of which you are a part. Now, are you the principal officer?

Colonel GODWIN. I am the—

Mr. HENDERSON. Or are there other officers?

Colonel GODWIN. There are other officers, but I am the only one that holds the title and the position and the responsibility. All other officers in that office may be performing legal duties of some type or another under my general supervision. Some of them eventually may be a trial counsel, at which case he is on his own. He is trying a case. Another judge advocate officer may be a defense counsel. I have no control whatsoever over that defense counsel. It would be improper and wrong for me to attempt to tell him how to defend his case.

Chairman DAWSON. But you made the recommendation whether these men be prosecuted or not.

Colonel GODWIN. I made the recommendation, sir.

Chairman DAWSON. Do you know what went wrong in your testimony this morning? You intended to come in and try to hide behind the Attorney General's office and you learned you couldn't do that, and you have been staggering around here ever since. It is the sys-

tem and you are carrying out the system, but that system is on its way out. I tell you that now. And it is a sorry spectacle when men charged with the responsibility such as you are charged with to maintain the code of conduct of officers, conduct becoming an officer and a gentleman, wherever it is violated, for the good of the Army you ought to maintain it, but that hasn't been your attitude here today. And I have been very interested to listen to your testimony because I knew that you intended to hide behind the Attorney General and I stated beforehand that we had the position of the Attorney General's office and it would be made known and not once have you mentioned it.

Colonel GODWIN. I have mentioned that they declined the prosecution. This is always a factor that you must know. I don't know why they declined it.

Chairman DAWSON. You know that that is not their position. The position that they take in their relations with you and under that agreement does not foreclose you from taking any steps.

Colonel GODWIN. I agree.

Chairman DAWSON. In the Military Establishment, and you are the judge advocate of it, you knew that and you have been floundering around here all the morning trying to talk about "my impressions" or "what I believe," when the way is drawn out under Army regulations for you to proceed and you know that.

Colonel GODWIN. Well, I am sorry, sir, if I created that impression. It was not my intention. It was not my intention in my approach to this entire case.

Chairman DAWSON. And in this manner you sat up and testified that you have acted as judge and jury and everybody else. If the facts sustained it, you ought to have insisted that a trial be held because the men themselves admitted that they did these things. And how can we ever have an Army, how can we ever pass laws when officers use "in my opinion I shouldn't have" and "I acted on the best of my knowledge," when their knowledge is not called into question. Officers are dutybound to proceed under the rules of the Army.

Colonel GODWIN. I appreciate your position, sir.

Chairman DAWSON. Sir?

Colonel GODWIN. I appreciate your position, sir. I have served as a staff judge advocate for over 20 years. I have tried and sent many, many cases to trial. I have tried to do an honest evaluation and—

Chairman DAWSON. But you are—

Colonel GODWIN. Recommendation in every case.

Chairman DAWSON. But you are part of the system. I, too, am a lawyer. I have tried the case of many a person charged with crime in my day and time. I have refused to take many a case in my day and time. And to show you that I know your thinking, when I told you beforehand the stand that the Attorney General had taken, I thereby destroyed what you intended to hide behind. Then I watched you flounder around in trying to justify what you did since you couldn't put it on anybody else. That is my impression of it.

That is all, gentlemen.

Colonel GODWIN. All right, sir.

Chairman DAWSON. I want to thank the different witnesses for testifying and for the interest shown from time to time. And this will conclude the hearing.

And by the way, I will read you the letter from the Attorney General which I referred to. It is dated March 29, 1962:

I want to congratulate your committee for bringing to light the facts regarding the construction of the airstrip at Fort Lee, Va. As you know, this matter was referred to the Department of Justice by the Department of the Army in a letter dated April 21, 1961—

mark that date on it—

and the Department of Justice declined criminal prosecution on May 29, 1961.

The reasons for declining were as set forth in a letter from Deputy Attorney General Byron R. White, which letter was sent to you on October 13, 1961.

Unquestionably your committee has developed facts which represent a very serious problem, but in no sense should the declination of criminal prosecution be viewed as a bar to administrative action by the Army or the normal court-martial procedures. Based on the facts as we know them, action by the Army was and is warranted and nothing that the Department of Justice has done can in any sense be viewed as a bar to such action.

I have requested Assistant Attorney General Herbert J. Miller, Jr., to review the transcript of your committee hearing to determine if any new information has been revealed and have further requested him personally to review your file in this matter.

I wish to emphasize again that the action of the Department of Justice in this case has not and could not impede any action which the Department of Army could have taken.

Colonel GODWIN. I agree with that letter 100 percent.

Chairman DAWSON. You agree. Certainly. The hearing will now conclude, but the record will be left open for inclusion of documents referred to in the testimony and other relevant material.

(Whereupon at 12:07 p.m., the hearing was adjourned, to reconvene at the call of the Chair.)

# APPENDIXES

## EXHIBITS

EXHIBIT 1.—INDIVIDUAL PROJECT ESTIMATE—REPAIRS AND UTILITIES, OFFICE OF THE POST ENGINEER, FORT LEE, VA., POST REQUEST NO. 10-57, CONSTRUCTION OF FLEXIBLE PAVEMENT LANDING STRIP, SEPTEMBER 17, 1957.

INDIVIDUAL PROJECT ESTIMATE—REPAIRS AND UTILITIES	
INSTALLATION	DATE <b>17 September 1957</b>
POST REQUEST NO. <b>10-57</b>	ARMY REQUEST NO.
ARMY SERIAL NO.	DETAIL ACCOUNT NO. 10
<p><b>OFFICE OF THE POST ENGINEER, FORT LEE, VA. 10-57</b></p> <p>1. PROJECT DESCRIPTION (Title, location, map, photographs, etc.)</p> <p style="text-align: center;"><b>2500</b></p> <p>Construction of flexible pavement landing strip, 75 feet x 2500 feet, with minimum necessary over main paved taxiway, and parking apron, and including a 175 foot paved access road. Access strip is to be located within the boundaries of the military reservation, approximately 3-7 miles to the north of the command area. Construction details and estimates are based on preliminary plans made by the District Engineer, Norfolk District, in November 1956. The area of the landing strip and the approach roads have been entirely cleared of timber on a four-day timber construction.</p>	
<p>(This project is further defined in Project No. <b>10-57</b> attached value in specifications No. <b>MA</b>)</p> <p>2. PROJECT JUSTIFICATION</p> <p style="text-align: center;"><b>SEE ATTACHED SHEET</b></p>	
<p>3. RESOLUTION <b>Post Eng. Attached</b></p> <p>4. LOCATION <b>MA</b></p> <p>LEASE NO. <b>MA</b> ANNUAL RENTAL <b>MA</b> MAINTENANCE RESPONSIBILITIES <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> LABOR <b>MA</b></p> <p>5. ESTIMATED TIME TO COMPLETE PROJECT <b>MA</b></p> <p>6. PROJECT TO BE ACCOMPLISHED BY: <input type="checkbox"/> POST ENGINEER <input checked="" type="checkbox"/> OTHER <b>MA</b> <input type="checkbox"/> POST ENGINEER <input type="checkbox"/> CONTRACT <input type="checkbox"/> OTHER <b>MA</b></p> <p>7. ESTIMATED TOTAL COST OF PROJECT FOR PAVE. SA (See reverse side)</p> <p>LESS VALUE OF PAVE. SA (See reverse side)</p> <p>TOTAL ADDITIONAL FUNDS REQUIRED TO COMPLETE PROJECT</p> <p>SUBMITTED BY <b>17 September 1957</b> <b>WILLIAM H. JAMES, JR.</b> (DATE) <b>17 September 1957</b></p> <p>APPROVED BY <b>17 September 1957</b> <b>WILLIAM H. JAMES, JR.</b> (DATE) <b>17 September 1957</b></p> <p>DA 1 MAR 56 5-25 (REPLACES DA AGO 145, 1 AUG 56)</p> <p style="text-align: right;">14-58487-1</p>	

DESCRIPTION OF ITEMS	A. TOTAL ESTIMATED COST OF THE PROJECT										B. ESTIMATED COST OF LABOR, SUPPLIES, ETC., NECESSARY TO COMPLETE THE JOB.									
	DIRECT LABOR		SUPPLIES (Incl. installed equipment)		EQUIP. RENT		INDIRECT COSTS		DIRECT LABOR		SUPPLIES (Incl. installed equipment)		EQUIP. RENT		INDIRECT COSTS					
	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST				
Clearing and Grubbing		3,406.48	24.2	600.		5118.343		3,406.48		3,406.48		24.2	600.		5118.343					
Stripping		4,962.00	CY	1246.	1.	7443.496		4,962.00		4,962.00		CY	1246.	1.	7443.496					
Barricade (wall-able locally)		4,932.00	CY	37215	60.	13397.093		4,932.00		4,932.00		CY	37215	60.	13397.093					
Base Course Aggregate		1,167.00	CY	4000	2.50	20,000.	1768.2119	1,167.00		1,167.00		CY	4000	2.50	1768.2119					
Prims Coat		579.00	Gal	5793	.10	579.	116.116	579.00		579.00		Gal	5793	.10	116.116					
Paving - 1 1/2" Asphalt		6,157.00	SY	16550	.28	4,634.	4073.0779	6,157.00		6,157.00		SY	16550	.28	4073.0779					
Culvert Pipe (18" Concrete)		476.00	LF	340	1.60	544.	-	476.00		476.00		LF	340	1.60	-					
Headwalls (4) (Concrete)		76.00	CY	5	13.50	68.	15.	76.00		76.00		CY	5	13.50	68.	15.				
Top Soil (wall-able locally)		3,899.00	CY	6247	.90	7,422.	4948.072	3,899.00		3,899.00		CY	6247	.90	4948.072					
Seeding		54.00	Lb	765	.19	145.	24.20.	54.00		54.00		Lb	765	.19	24.20.					
Fertilizing		54.00	Lb	7650	.033	252.	24.33.	54.00		54.00		Lb	7650	.033	24.33.					
		29,166.				13,644.49	48,648.	29,166.		29,166.					48,648.					
TOTAL																				

9. REMARKS (See attached list prepared by Per Engineer):

stripping and fill volume, though appearing excessive, was required because of slight marsh conditions existing in areas under bottom portion of runway and over run.

## 2. PROJECT JUSTIFICATION

DA Circular 720-2, dated 22 October 1956, authorizes three (3) aircraft for this installation, and AR 415-31, as amended, authorizes an airstrip. These aircraft presently operate from Camp Pickett/Blackstone Air Field and Petersburg Airport, necessitating daily transport of all personnel involved in operation and maintenance of these aircraft, as well as passenger personnel. In addition, daily transport of POL is required.

The many official visitors to Fort Lee from higher headquarters, and other commands, usually arrive at Petersburg Airport, which requires the Post Fire Department to dispatch fire fighting equipment and personnel to cover these landings.

Petersburg and Blackstone are located at distances of 12 and 40 miles, respectively, and considerable time is lost in travel to and from for both personnel and equipment. The nearness of the proposed airstrip, within the Fort Lee reservation, would result in considerable monetary savings in fuel costs and maintenance costs, and release vehicles for other uses.

Numerous liaison visits by Air Force Commanders to the Washington Air Defense Sector Headquarters at Fort Lee, Virginia, are also considered in this justification. Additional monetary savings could be affected by the U. S. Air Force in connection with their Fort Lee Operations.

In addition to the above, consideration has been given to the possible continuance of Operation Alert, once yearly, the annual Logex Exercise and the increased use of aircraft within the Army to improve its mobility.

EXHIBIT 2.—LETTER FROM BRIG. GEN. A. C. VINEY, DEPUTY CHIEF OF ENGINEERS FOR MILITARY OPERATIONS, TO MAJ. GEN. IRA K. EVANS, OCTOBER 1, 1957.

C O P Y

DEPARTMENT OF THE ARMY  
OFFICE OF THE CHIEF OF ENGINEERS  
WASHINGTON 25, D. C.

1 October 1957

Major General Ira K. Evans  
Commanding General  
Quartermaster Training Command  
Fort Lee, Virginia

Dear Ike:

The information you inclosed with your letter, concerning the airstrip at Fort Lee, has been turned over to our Military Construction people. Work projects of this type provide excellent training for our engineer troops and it appears likely that troops can be made available around the first of the year. This, of course, would be subject to the project being approved. Our units are currently in the field for refresher training which will be concluded about the middle of November when they are scheduled to take the annual Army Training Test.

We have been in contact with the Utilities people of OQMG who indicated that they are recommending that the project be forwarded to us for approval; this action is currently being staffed within OQMG. Meanwhile, our Military Construction people are contacting your Post Engineer concerning the specifications for the project and are endeavoring to find a means of reducing its out-of-pocket cost to a point where the Chief of Engineers has approval authority.

I will do what I can to assist you on this but several weeks may be required to change the specifications and work out the details. MCA funds are even more of a problem this year than usual. Possibly you may have some O&M funds which could be so applied, though you no doubt are pinched on those too.

I definitely am enjoying the new job but find it really covers a tremendous breadth of activities.

Please give our regards to Elinor.

Sincerely,

A. C. VINEY  
Brigadier General, USA  
Deputy Chief of Engineers  
for Military Operations

EXHIBIT 3.—INDIVIDUAL PROJECT ESTIMATE—REPAIRS AND UTILITIES, OFFICE OF THE POST ENGINEER, FORT LEE, VA., POST REQUEST NO. PR 10-57 (REV.), CONSTRUCTION OF FLEXIBLE PAVEMENT LANDING STRIP, NOVEMBER 1, 1957.

<p><b>INDIVIDUAL PROJECT ESTIMATE—REPAIRS AND UTILITIES</b></p>		<p>DATE <u>1 November 1957</u></p>
<p>INSTALLATION</p>		<p>FISCAL YEAR <u>1958</u></p>
<p>POST REQUEST NO. <u>PR 10-57 (Rev)</u></p>	<p>ARMY SERIAL NO.</p>	<p>DETAIL ACCOUNT NO. <u>3912.3</u></p>
<p><b>PROJECT DESCRIPTION (Attach plans, specifications, maps, photographs, etc.)</b></p> <p>Construction of flexible pavement landing strip, 75 feet x 2500 feet, with minimum necessary over runs, paved taxiways and parking apron, and including a 545 foot paved access road. Landing strip is to be located within the boundaries of the military reservation, approximately 3.5 miles to the North of the cantonment area. Construction details and criteria are based on preliminary plans made by the District Engineer, Norfolk District, in November 1954, and modified to conform with Engineering Manual 1110-3-311, 15 June 1957, and recommendations of OCE. Approximately 95% of the required clearing has been accomplished on a previous timber declaration. Planned location conforms to Post Master Plan.</p>		
<p>(This project is further defined on plan No. <u>PR 10-57 (Rev)</u> enter in specifications file.</p>		
<p>(SEE ATTACHED SHEET)</p>		
<p>3. <b>DESCRIPTION</b></p> <p><u>Fort Lee Airstrip</u></p>	<p><b>FACILITIES DATA</b></p> <p>PRESENT ESTIMATED VALUATION <u>NA</u></p> <p>PRESIDENT USE <u>None</u></p>	<p>TOTAL AMOUNT OF CERTIFICATES OF NECESSITY ISSUED</p> <p>TO DATE <u>NA</u></p> <p>OTHER <u>NA</u></p>
<p>4. <b>LOCATION</b></p> <p><u>NA</u></p>	<p><b>LEASED FACILITIES DATA</b></p> <p>OCCURRED BY <u>NA</u></p>	<p>ALL OTHER</p> <p>CONTRACT <u>NA</u></p> <p>POST ENGINEER <u>NA</u></p> <p>OTHER <u>NA</u></p>
<p>5. <b>ESTIMATED TIME TO COMPLETE PROJECT</b> <u>NA</u></p> <p>PROJECT TO BE ACCOMPLISHED BY: <input type="checkbox"/> POST ENGINEER <input checked="" type="checkbox"/> LOWER RANG. <input type="checkbox"/> TOWNS UTIL. <input type="checkbox"/> METHOD: <input type="checkbox"/> POST ENGINEER <input type="checkbox"/> CONTRACT</p>	<p><b>MAINTENANCE RESPONSIBILITIES</b></p> <p><input type="checkbox"/> GOVERNMENT <input type="checkbox"/> NA <input type="checkbox"/> LEASOR</p>	<p><b>TOBE UNIT</b></p> <p>LEASE</p> <p>\$ <u>110,099</u></p> <p>\$ <u>141,537</u></p> <p>\$ <u>116,589</u></p> <p>\$ <u>24,948</u></p>
<p>6. <b>ESTIMATED TOTAL COST OF PROJECT PER PLAN, OR (for revised plan)</b></p> <p>LEASING VALUE OF PLAN, OR (for revised plan)</p> <p>TOTAL AMOUNTS, FUNDS ALLOCATED TO COMPLETE PROJECT</p> <p>ESTIMATED BY <u>William H. Shibley</u></p>	<p>APPROVED BY <u>William H. Shibley</u></p> <p><u>1 November 1957</u></p>	<p>APPROVED BY <u>William H. Shibley</u></p> <p><u>1 November 1957</u></p> <p>Deputy Post Commander</p>

DA 1 11 5-25 (REVISED 28 APR 1954) 1 1000

DESCRIPTION OF ITEMS	A. TOTAL ESTIMATED COST OF THE PROJECT						B. ESTIMATED COST OF LABOR, SUPPLIES, ETC., ON HAND OR AVAILABLE FOR WHICH FIGURES ARE NOT REQUESTED (Indicated by X)											
	DIRECT LABOR		SUPPLIES (incl. installed equipment)		EQUIP. RENTAL		INDIRECT COSTS		DIRECT LABOR		SUPPLIES (incl. installed equipment)		EQUIP. RENTAL		INDIRECT COSTS			
	UNIT	QUANTITY	UNIT COST	UNIT COST	ITEM COST	RENTAL	UNIT COST	RENTAL	UNIT COST	UNIT COST	UNIT COST	ITEM COST	RENTAL	UNIT COST	RENTAL	UNIT COST		
1. Clearing		770.																
2. Grubbing		4,560.	Acres	5.5				1155.										
3. Stripping		1,073.	CY	19.0				5940.										
4. Subgrade Fill		6,083.	CY	5,368				1610.										
5. Subbase Fill		3,255.	CY	21,724	.70	15,207		9124.										
6. Subbase Fill		1,982.	CY	11,625	.70	8,138		4883.										
Basecourse		1,322.	CY	7,850	.70	5,495		2973										
Material 3		9,836.	Gal	4,535	2.50	11,340		1,982									1,982	
Prime Coating		1,676	SY	27,322	.38	10,382		4,753									273.	
10. Top Soil		27.	Acres	7.8	10.	78.		27.									27.	
11. Seeding		27.	Acres	7.8	10.	78.		27.									27.	
12. Fertilizing		476.	Acres	7.8	20.	156.		27.									14,753	
13. Culvert 12"			LF	340	1.60	544.											984.	
14. Headwalls																		
4 Ea																		
(Concrete)		78.	CY	5	13.50	67.												
<b>TOTAL</b>		<b>31,438.</b>						<b>56,556.</b>					<b>18,381.</b>				<b>33,876</b>	<b>43,162</b>

9. REMARKS (to be attached and prepared by Post Engineer):

Stripping and fill volumes, through appearing excessive, are required because of slight marsh conditions existing in areas under center portion of runway.

EXHIBIT 4.—MEMORANDUM FROM COL. OLIVER C. HARVEY, QUARTERMASTER CORPS, CHIEF, INSTALLATIONS DIVISION, TO THE TRAINING COMMAND, USA, FORT LEE, VA., RE INDIVIDUAL PROJECT ESTIMATE—REPAIRS AND UTILITIES, POST REQUEST No. 10-57 (REV.), NOVEMBER 27, 1957.

QMID-F 600.12 (6 Nov 57) 1st Ind  
SUBJECT: Individual Project Estimate - Repairs and Utilities,  
Post Request No. 10-57 (revised)

Department of the Army, OACG, Washington 25, D. C., 27 November 1957

TO: CG, A. Training Command, USA, Fort Lee, Va.

1. Post request No. 10-57 (Rev) covering the construction of an airstrip is approved for accomplishment as a troop training project, at a total estimated cost of \$141,537 and a total expenditure of O & M funds not to exceed \$24,948, for supplies and indirect costs. Matters pertaining to the assignment of troops will be the subject of separate correspondence.

2. This approval is subject to the following:

a. The provisions of SR 420-60-2 apply.

b. No work should be accomplished that will conflict with ultimate completion of the airstrip in full accordance with the criteria contained in EM 1110-3-311, dated 15 June 1957. This should include the maintenance of all prescribed clearances for structures or other obstructions during present or future stages of construction.

c. A drawing showing the limits of the existing cleared area, and the additional clearing that would be necessary for compliance with EM 1110-3-311, should be submitted for a decision as to the necessity for further clearing at this time. An approximate estimate of the merchantable timber inside the prescribed clearance lines should also be submitted.

d. No work should be accomplished on this project until notified that approval of the Air Space Subcommittee has been obtained.

e. Designs for drainage should be developed to assure ready run-off and permanent stabilization of the subgrade. If an outfall ditch to the Appomattox River is needed, consideration should be given to obtaining required borrow from this source.

f. All unstable soils should be removed from the subgrade. Laboratory tests should be conducted as required for this purpose.

g. The base course and bituminous surfacing should be constructed in accordance with appropriate OCE Guide Specifications. Full technical controls should be maintained to assure appropriate mix design, and adequate testing and inspection of materials and workmanship.

QMGID-F 600.12 (6 Nov 57) 1st Ind Cont'd  
SUBJECT: Individual Project Estimate - Repairs and Utilities,  
Post Request No. 10-57 (Revised)

3. The final plans and specifications should be submitted, in triplicate, to The Quartermaster General for approval.

FOR THE QUARTERMASTER GENERAL:

2 Incl  
2 cys ea w/d

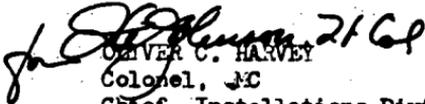
  
OLIVER C. HARVEY  
Colonel, JC  
Chief, Installations Division

EXHIBIT 5.—LETTER FROM MAJ. J. F. DEACON, CORPS OF ENGINEERS, G-3, FORT BELVOIR, VA., TO MAJ. THOMAS S. SWARTZ, JANUARY 29, 1958, ENCLOSED A MEMORANDUM RE A CONFERENCE BETWEEN COL. WALTER R. RIDLEHUBER, MAJ. J. F. DEACON, AND MAJ. THOMAS S. SWARTZ, HELD AT FORT LEE, VA., JANUARY 21, 1958.

**HEADQUARTERS  
79TH ENGINEER GROUP (CONSTRUCTION)  
FORT BELVOIR, VIRGINIA**

ECC

29 January 1958

Major Swartz  
Post Engineer  
Fort Lee, Virginia

Dear Sir:

Inclosed is a copy of Memorandum For Record prepared at this headquarters covering our visit to Fort Lee, Virginia. Items covered in this memo are those which were covered by yourself and the undersigned in informal discussion, and also covers a conference held with Col. Ridlehuber. Request you forward at earliest possible date answers to those questions which were incompletely answered.

Request you inform me of any inconsistencies in this memo.

Sincerely,

*J. F. Deacon*  
J. F. DEACON  
Major, CE  
S-3

1 Incl  
Memo For Record

JFD/rdt

**MEMORANDUM FOR RECORD:****SUBJECT: Visit to Ft Lee, Va., Reference Airstrip Project**

Project consists of constructing a light aircraft landing field 2500' long, 75' wide, and 300' clear width. Visit was accomplished on 21 January 1958.

The following listed personnel from the 79th Group attended the meeting and viewed the airstrip site at Ft Lee.

Lt Col Spencer, Commanding Officer

Major Deacon, S-3

Representatives of the 87th Engineer Battalion (Construction) were:

Major Hill, Commanding Officer

Captain Krug, S-3

Representative from U. S. Army Engineer Center, G-3:

Captain Coletto

Key personnel visited at Ft Lee were:

Colonel James L. Ferguson, Acting Chief of Staff

Colonel Walter H. Bidlehuber, G-4

Colonel Heinz Weisemann, Deputy G-4

A representative of the G-3 office

Major Swartz, Post Engineer representative

Party departed Ft Belvoir at 0700 hours, 21 Jan, and arrived at Fort Lee, Virginia, at 1020 hours. Departed Ft Lee, Va., at 1610 hours, and arrived Ft Belvoir, Va., 1920 hours. All transportation was Government vehicle.

Airstrip project was inspected and found to be in a pine wood, north and west of cantonment area of Ft Lee. Clearing of the wood on three sides had been accomplished by contractor some time in the past; however, some tree-topping and clearing may be required on the site south end of the airstrip. Clearing contract did not call for the removal of stumps; consequently, many stumps presently in place must be removed by the troop construction unit. Area at this time of year resembles a swamp. Standing water throughout airstrip approximates 50% to 75% of the area, and ranges from saturated ground to approximately 6" of standing water. Drainage ditches have been constructed in the past by both logging contractor and Post Engineer; however, drainage system is inoperable at this time due to caved banks and obstructions caused by vehicle tracks. Survey of borrow material nearby did not appear promising. Field identification reveals fine sand and clay mixture with no silt gate. Samples are presently being tested in Soils Lab, 79th Group.

Conference was held on the following problems with verbal agreements as indicated. Questions by 79th Group; agreements by Ft Lee representative, Colonel Walter "Idlehuber.

Q: Are there a location available of borrow pits other than the one we saw at the airstrip site?

A: Col Idlehuber & Maj Swartz: Ft Lee is just about out of borrow material, with the exception of that area adjacent to the airstrip. If this material does not meet your requirements, we must make arrangements for purchase.

Q: Can you give me the approximate length of haul?

A: Not at this time.

Q: Are survey control points still in existence?

A: Maj Swartz: To the best of my knowledge, they are still intact. Mr Davis of my office will brief your surveyors and go over the site with them.

Q: Are there any materials on hand or have any materials been ordered for this project?

A: No.

Q: Is there a disposal area for waste material and what is the haul distance?

A: Col "Idlehuber & Maj Swartz: We will designate a spoil area for you. I cannot give you the haul distance at this time.

Q: Is there any source of electrical power nearby?

A: Col Idlehuber & Maj Swartz: No. We may be able to run a line

- in from the reformatory which is off the end of the airstrip, but it is suggested that you utilize generators provided by your units.
- Q: Do you have flood lighting equipment sets here at Ft Lee?
- A: Yes, we do; and we will MR required sets to your organization.
- Q: How far is water source for construction and operational performance from airstrip site?
- A: We will dig a shallow well for your use as we will require water at the completed airstrip.
- Q: Where will units billet in regard to project and where will units mess?
- A: Housing and mess facilities for the organization will be made available.
- Q: Are there any restrictions on roads for hauling?
- A: All roads are the property of Ft Lee. There are no restrictions.
- Q: Logistical support, POL, etc. Where and how will this be furnished?
- A: Logistical support will not be a problem. When you let your requirements be known to me, we will arrange full support.
- Q: Who is liaison officer between Group units and Ft Lee HQ? That is, someone that can answer in regard to project and administrative problems for the Commanding General.
- A: Colonel Jarrett, Post Engineer.
- Q: Maintenance areas for our vehicles will be required.
- A: We intend to give you the area occupied by the 505th (there was discussion at this point on the adequacy of the present 505th facilities for the construction party). If these facilities are not adequate, we will attempt to make others available to you.
- Q: Are there any restrictions to the use of explosives for such things as construction of ditches and removal of stumps?
- A: Col Middlehuber & Maj Swartz: I know of no restrictions at this time; however, we will check and let you know. As to supply of explosives, make your needs known.

Q: Is there available at Post a hot mix asphalt plant? If not, is there a firm in the vicinity for local procurement?

A: At present we purchase all asphaltic materials from Petersburg. Haul distance is approximately one mile beyond Petersburg on Route 36.

Discussion, Major Deacon, 79th Engr Op (Cons), Ft Belvoir, Va.; and Major Swartz, Post Engineer, Ft Lee, Virginia, subject: Availability of Accomplished Engineering on Airstrip Site. Major Swartz indicated his willingness to forward to the 79th Group Headquarters at earliest possible date all preliminary plans and topographical surveys available to his office.

*(Drawings forwarded on 24 January 1958)*  
*Swartz*

EXHIBIT 6.—MEMORANDUM FROM COL. OLIVER C. HARVEY, QUARTERMASTER CORPS, CHIEF, INSTALLATIONS DIVISION, TO THE COMMANDING GENERAL, QUARTERMASTER TRAINING COMMAND RE FISCAL YEAR 1960 MILITARY CONSTRUCTION, ARMY PROGRAM, JANUARY 30, 1958.



DEPARTMENT OF THE ARMY  
OFFICE OF THE QUARTERMASTER GENERAL  
WASHINGTON 25, D. C.

30 January 1958

IN REPLY REFER TO  
QMGIID-F 600.12

SUBJECT: FY 1960 Military Construction, Army Program

TO: Commanding General  
QM Training Command  
U. S. Army

1. The Deputy Chief of Staff for Military Operations has furnished to The Quartermaster General the following list of aviation facilities for Fort Lee which appear to be desirable items for inclusion in the FY 1960 and subsequent years MCA programs:

a. 1st Priority

Runway	25,000 SY	42,000
Taxiway	10,000 SY	
Hangar w/o shop	5,350 SF	
Acft Parking, Hangar Access Apron	12,580 SY	
Acft Fuel Storage & Dispensing	10,000 Gal	

b. 2nd Priority

Field Opns Bldg	2,500 SF
Parts Storage Bldg	600 SF
Airfield Lighting	6,500 SF

2. The number and types of planes comprising the long range unit stationing plan upon which the above requirements were based are identical with the four fixed-wing aircraft currently authorized for Fort Lee. Figures which indicate the scope of the items as listed are approximate and are not intended to supersede space allowances and planning criteria, covering Army aviation facilities, now in use by field offices of the Corps of Engineers.

3. It is recommended that:

a. Those facilities listed in paragraph 1a which cannot be provided within locally available resources prior to FY 1960 be considered for inclusion as specific items in the FY 1960 increment of the military construction program.

b. Facilities items listed in paragraph 1b be considered for inclusion in a subsequent MGA program.

FOR THE QUARTERMASTER GENERAL:

*Oliver C. Harvey*  
for  
OLIVER C. HARVEY  
Colonel, QMC  
Chief, Installations Division

EXHIBIT 7.—MEMORANDUM TO THE QUARTERMASTER GENERAL, DEPARTMENT OF THE ARMY, ATTENTION OF THE INSTALLATIONS DIVISION RE REQUEST FOR WAIVER FOR OBSTRUCTIONS TO AIR NAVIGATION, NOVEMBER 25, 1958, WITH AN ENCLOSURE HEADED "KNOWN OBSTRUCTIONS TO AIR NAVIGATION."

~~FORM 7-62~~ (Ft. Airfield)

NOV 25 1958

~~FORM 7-62~~ Request for Waiver for Obstructions to Air Navigation

TO: The Quartermaster General  
Department of the Army  
Washington 25, D. C.  
Attn: Installations Division

WRR  
G4

HW  
C/Fac

QJH  
Mst/Plm

1. Reference is made to Letter ~~FORM 7-62~~ GCL.2 from The Quartermaster General to Commanding General, GI Training Command, dated 4 November 1958, subject: Fiscal 1960 NSA Program, Aviation Facilities.

2. This Command requests that a waiver be granted for the obstructions to air navigation as listed in Inal 1. None of these obstructions will be removed.

3. Paragraph 1 of Inal 1 lists those obstructions that are located on the Fort Lee reservation. These obstructions are marked and lighted in accordance with National Standards ASA-NS-3 and ASA-NS-4.

4. Paragraph 2 of Inal 1 lists those known obstructions which are not on the Fort Lee reservation, but within the airfield turning radius of the proposed Fort Lee Airfield. Action will be initiated to provide them with marking and lighting in accordance with National Standards ASA-NS-3 and ASA-NS-4.

FOR THE COMMANDER:

1 Inal  
Obstructions to  
Air Navigation

**NFR:**

1. Chief of Engineers requires a request for waiver on obstructions to air navigation. Basic correspondence constitutes such request and will be forwarded to Chief of Engineers through CGO.

2. Within established policy: Yes

3. Coordination: AC of S, G3

4. Info copies furnished: AC of S, G3, AS, and Mst/Pln

5. Follow-up: Yes, by Master Plan when reply to this letter is received.

*WR*  
WRR  
G4

HW  
C/Fac

*Prof. Williams*  
MILK WILLIAMS, Col, GS, C/Fac R 8-4/

25 NOV 58

/Jeh/478/25 Nov 58

*HW*  
Mst/Pln

POST CENTRAL FILES

**Known Obstructions to Air Navigation****1. Obstructions on the Fort Lee Military Reservations:**

a. Water tank No. 1, is at edge of approach zone and violates criteria by 82'.

b. Water tanks No. 2 and 3, and transmitter tower are at 315 MSL and violate criteria by 41'.

**2. Obstructions Adjacent to the Airfield Site not on the Fort Lee Military Reservations:**

a. Federal reformatory water tank No. 1, 4710' from end of clear zone, is on the west line of the approach zone and protrudes 63' above the approach surface.

b. Federal reformatory water tank No. 2, 3910' from clear zone, is approximately 250' west of the west limit of approach zone and protrudes 42' above the transitional surface.

c. Federal reformatory smokestack, 4130' from clear zone, is approximately 350' west of the west limit of approach zone and protrudes 16' above the transitional surface.

d. Television tower WFFX (Channel 8) approximately 24,700' from reference point. Top elevation is 1049' which will violate criteria by 604'.

e. Virginia Electric and Power Company Tower No. 1 in the approach zone, while below 1:50 glide angle, will violate criteria established in Appendix V, EM 1110-3-311, by 58'.

f. Virginia Electric and Power Company Tower No. 2 is in the approach zone and will violate criteria by 68'.

EXHIBIT 8.—MEMORANDUM FROM COL. HALLETT D. EDSON, DEPUTY DIRECTOR, ARMY AVIATION, OFFICE OF DEPUTY CHIEF OF STAFF FOR OPERATIONS, TO DEPUTY CHIEF OF STAFF FOR LOGISTICS RE FORT LEE, VA., AVIATION FACILITIES, FISCAL YEAR 1960 MILITARY CONSTRUCTION APPROPRIATION PROGRAM, JANUARY 29, 1959.

**CWS AF PA 4**

**SUBJECT: Fort Lee, Virginia, Aviation Facilities, FY 1960 MIA Program**

**TO: DCSLOS**

**FROM: DCSOPS**

**DATE: 29 Jan 59**

**COMMENT No. 3**

**Major Tyrrell/73158/ha**

1. It is the DCSOPS position that all new Army airfields should be located and constructed so that ultimately an instrument approach procedure may be developed and implemented for each airfield. This is predicated upon the increasing requirements for Army aircraft flights under instrument conditions.

2. Additionally, AR 95-32 currently requires each Army aviator to accomplish fifteen hours of night flying of which five hours must be devoted to night landings and take-offs. Therefore, the construction of any new Army airfield must permit night flying training and operations.

3. In view of the number of obstructions at Fort Lee, which would preclude instrument and night operations from the presently proposed airfield site, DCSOPS recommends that a new airfield site be selected on Fort Lee which will meet standard Army airfield criteria.

**FOR THE DEPUTY Chief of STAFF FOR MILITARY OPERATIONS:**

2 Incls  
n/c

Hallett D. Edson  
for **ERNEST F. EASTERBROOK**  
Brigadier General, GS  
Director of Army Aviation, ODCSOPS

**HALLETT D. EDSON**  
Colonel GS  
Deputy Director, Army Avn, ODCSOPS

EXHIBIT 9.—MEMORANDUM TO THE QUARTERMASTER GENERAL, DEPARTMENT OF THE ARMY RE INDIVIDUAL PROJECT ESTIMATE—REPAIRS AND UTILITIES, POST REQUEST NO. 10-57 (REV.), JANUARY 3, 1958.

QMTCE 600.12 (6 Nov '57)

2nd Ind

SUBJECT: Individual Project Estimate - Repairs and Utilities  
Post Request No. 10-57 (Revised)

JAN 3 1958

HEADQUARTERS, QM TRAINING COMMAND, U. S. Army, Fort Lee, Va.

TO: The Quartermaster General, Department of the Army,  
Washington 25, D. C. ATTN: QMGID-F

1. In compliance with paragraph 2c of preceding indorsement, the following information is submitted:

a. Drawing showing the limits of the existing cleared areas and additional clearing that would be necessary for compliance with EM 1110-3-311 is attached hereto as Inclosure 3.

b. Estimate of the merchantable timber inside the additional areas requiring clearing is as follows:

(1) Pine Sawlogs	729,600 B. F.
(2) Hardwood Sawlogs	40,800 B. F.
(3) Pine Pulpwood	180 Cords

It should be noted that a portion of the area does not necessarily require complete clearing since adequate glide angle can be obtained by topping all trees over 40 feet high. However, complete clearing is recommended.

2. The airstrip, as presently proposed, will meet the minimum clearance requirements of a deliberate airfield as outlined in paragraph 481 of TM 5-250, except for a small amount of clearing or tree topping within the approach zone glide angle at the south end of the runway, which is required for instrument flying. Adequate glide angle clearances do exist for day and night flying, as prescribed by this same reference; however, instrument approaches cannot be undertaken, nor any contemplated, until adequate navigational aids and lighting are installed.

3. It is recommended that the additional clearing required to complete the permanent facility be deferred until the project is approved for construction in an MCA Program.

FOR THE COMMANDER:

1 Incl

1 & 2 w/d

Added 1 Incl

3. Drawing No. 44-055-1844 (trip)

EXHIBIT 10.—MEMORANDUM BY COL. HEINZ WEISEMANN, DEPUTY ACTING CHIEF OF STAFF, G-4, CONCERNING TELEPHONE CONVERSATION WITH W. N. OLEWILER RE PERMANENT AIRFIELD, FEBRUARY 19, 1959.

QMSD

19 February 1959

FORNCOM: Mr Olewiler, OCSG; Col Weisemann, Deputy AC of S, G4

SUBJECT: Permanent Airfield

Mr Olewiler called and talked to Colonel Weisemann, saying he had got a shock about what happened to Fort Lee's aviation facilities project in the 60 program, and that he was going to call Col Ridlahuber and tell him and Col Weisemann could pass the information on. Mr Olewiler said he also wanted some information from us.

Mr Olewiler said he had a copy of a comment 3 from DCS for Military Operations to the Deputy Chief of Staff for Logistics, dated 29 January 1959, which came to Installations Division from the Chief of Engineers in reply to Installation Division's request for approval of waivers for obstructions at the proposed airstrip. Mr Olewiler read the comment:

"It is DCSOPS position that all new Army airfields should be located so that ultimately an instrument approach procedure may be developed and implemented. This is predicated on the requirements for Army aircraft flights under instruction conditions.

"Additionally, AR 95-32 currently requires each Army aviator to accomplish 15 hours of night flying, of which 5 hours must be diverted to night landings and take-offs. Therefore, construction of any new Army airfield must permit night flying training and operations.

"In view of the number of obstructions at Fort Lee which would preclude instrument and night operations from the present proposed airfield site, DCSOPS recommends that a new airfield site be selected at Fort Lee which will meet standard Army airplane type criteria."

Mr Olewiler said that the reference comment gives none of the requested waivers, and contains a recommendation that a new airfield site be selected because of the comments and recommends that the aviation items for Fort Lee 60 be diverted from the program - from higher authority. Mr Olewiler said he did not know of any other location that Fort Lee could select where we would meet standard Army airfield criteria. So it looks as though that just wipes out approval for an airport at Fort Lee.

Mr Olewiler's question: "What is the status of that work that already was started to provide an airstrip?"

Col Weisemann: "We have the field built as far as the base is concerned. Base has been constructed for 2500 feet. Fort Belvoir has authorized the return of the 87th Engineer Company."

Mr Olewiler said he is going to write back and try to explain what the meaning is; unable to get approval for going ahead with any more work on that airstrip. Colonel Weisemann said the base is completed - 2500' long by 75', plus overruns (500') clearing at both sides, in addition to the 2500'; clearing at the sides of the runway up to 300'; 75' plus 300' shoulders. This is a standard field except for the 1000' length which still has to be completed and programmed in the future.

When Mr Olewiler inquired if we had done any of that work on the additional 1000', Col Weisemann replied that we had not; that was programmed on the 60 program. Col Weisemann said this unit has been committed by the Commanding General of Fort Belvoir, and that we still have a subcourse to put on. Mr Olewiler asked the thickness of the subcourse which has to be put on. Col Weisemann said the CG, Fort Belvoir, has authorized Company A of the 87th Engineer Battalion to return in May of this year, to complete the airfield which would include the subcourse, the bituminous surfaced pavement, the completion of the parking and run-up areas for that portion of the field. Mr Olewiler asked if the drainage was all finished. Col Weisemann said that work has to be done.

Mr Olewiler asked how many inches still have to be added on to the base at the airfield before the subcourse can be put on. Col Weisemann said we have Mr Elliott of the District Engineer office here and will ask him now because the amount of work still to be done depends on whether we adhere to the original elevation plans that were made up. Mr Elliott is studying our proposal.

Mr Olewiler said all he wants to do is to let OCE know how far Fort Lee has gone and find out whether Fort Lee will have to abandon that work. Col Weisemann said to tell him it was our intention to develop this field for instrument approach after the field had become operational. Mr Olewiler said the OCE says that "in view of the number of obstructions which would prevent instrument operations" - that means it is not being developed for night operations. Col Weisemann said that's right. Mr Olewiler stated he could not give Fort Lee waivers for instrument landing operations.

Mr Olewiler said he can give this man in DCSOPS a picture of what we have there now and see if he can find out what we can do, if anything; if we can't get approval for that, you may not be able to work on it any more. Troop training project still good enough for non-instrument approach. He said what he is looking at is that DCSOPS recommends that a new site be selected. Will anybody approve any work on finishing up an airfield in a site which they have turned down? Col Weisemann said there is no other site available at Fort Lee.

Mr Olewiler said that is what he understood; he will explain it and see where we can go from here. Right now Mr Olewiler said he is trying to find out facts.

Mr Olewiler said that's all he can think of and he will let Fort Lee know any further developments. Byrd Field is still part of the picture. Col Weisemann said even if we finish the 2500' strip this year, we would still have to remain at Byrd Field for the airborne phase.

Mr Olewiler asked if Byrd Field now has instrument landing facilities. It's important if they train over there. Col Weisemann said Byrd Field has instrument approach and night flying facilities.

**Copy furnished:**

Col Jarrett, FA, 6205

Col Burr, AC of S, Q3

Chief of Staff, T-3000

Mr Harrison, Master Plan

Chief, G4 Fac Branch

*HW*

HEINZ WEISEMANN

Colonel, GS

Deputy AC of S, G4

**Note:** Colonel Riddlehuber talked with Colonel Pennington, Executive Officer, and requested that no information on this subject go out of OCSG, etc. See resumé of conversation.

EXHIBIT 11.—MEMORANDUM FROM COL. WALTER R. RIDLEHUBER, ACTING CHIEF OF STAFF, G-4, FURNISHED TO THE CHIEF OF STAFF ABOUT A TELEPHONE CONVERSATION BETWEEN COL. WALTER R. RIDLEHUBER AND LT. COL. EDWARD J. MCKILLIPS RE PERMANENT AIRFIELD, FEBRUARY 19, 1959.

QMTSD

19 February 1959

PHONECON: Col Ridlehuber, AC of S, G4, and Lt Col McKillips, OQMG

SUBJECT: Permanent Airfield

Colonel Ridlehuber told Lt Col McKillips that Mr Olewiler called to advise of the denial of the request for waivers for obstructions on the permanent airfield and requested a lot of additional information which ties it in with the local R&U troop training project. He told Col McKillips that we are reconciled to elimination of items in MCA 60 program, but we strongly recommend that no information be furnished OCE at this time which would jeopardize continuing work on the local troop training construction project. He said that Col Pennington has a personal letter to General Evans which gives General Denniston's views on this subject. We recommend that no information on this subject go beyond top echelons of the Corps at this time. We have plenty of time to discuss night flying in the future.

Lt Col McKillips said he got in on this matter just before lunch and had told Olewiler not to contact anybody. Col Ridlehuber said it was a dangerous proposition, the way Mr Olewiler was talking.

Col Ridlehuber said that Col McKillips may not have seen the letter that General Denniston sent to General Evans on this particular subject. Col McKillips said he has seen it, and consequently knew General Denniston's views. Col Pennington called Colonel Shirley this morning about the matter. General Evans concurs but will not answer the letter. Col McKillips said OQMG does not have \$18,000 but would support the requirements, and for us to go ahead and get the Engineer Company.

Col McKillips asked what would happen if the Engineer Company finished the 2500 foot strip and DA disapproved the construction of an Army Airfield. Col Ridlehuber replied that we will use it as a landing strip; temporary grass one in here now with operations split between Camp Pickett, Fort Lee and Byrd Field. With the 2500' strip, CONARC and everybody could use it with Army aircraft in good weather.

There is a distinction between landing strip and Army Airfield. We will have the strip - still quite legal. We have clearance on a landing strip from the CAA.

Col McKillips said that was one point that was concerning them a little. Col Pennington discussed this subject with him during lunch. They are deferring any further discussion with OCE.

Copy furnished:  
Chief of Staff, T-8000  
Post Engr, 6205  
Mr Harrison

W. R. RIDLEHUBER, Colonel, GS  
AC of S, G4

EXHIBIT 12.—EXTRACT OF A TELEPHONE CONVERSATION BETWEEN COL. JAMES C. PENNINGTON AND COL. LOUIS H. SHIRLEY, FEBRUARY 19, 1959.

<b>DISPOSITION FORM</b>		SECURITY CLASSIFICATION (U/Conf)	
FILE NO. <b>QMDC</b>	SUBJECT <b>Extract of Telecon</b>		
TO <b>AC of S, G-4 T-8000</b>	FROM <b>Deputy Commander T-8000</b>	DATE <b>19 Feb 1959</b>	COMMENT NO. 1 <b>Col Shirley/r11/55</b>
<p>Following for your information is an extract of a telephone conversation between Col Pennington, OQMG, and Col Shirley, Deputy Commander:</p> <p>"Col Pennington called Col Shirley reference General Denniston's letter to him regarding the allocation of an additional \$18,000 to pay for per diem, etc., for the Engineer Construction Company expected to return to Fort Lee this spring to continue work on the Air Strip. Col Pennington stated that he talked to General Evans yesterday; the comptroller brought to him to get reaction. Col Pennington said he told him, in his opinion, we should go ahead--we could not afford to lose the amount of work they would do. Col Shirley stated that it would be a terrible thing if we did not do it. Col Pennington indicated that General Evans told him to tell General Denniston to go ahead and spend the \$18,000 for this purpose and OQMG will stand behind him. An MFR will be made to this effect for the Comptroller's shop, per General Evans' instructions, and attached to this letter and put on file in his shop if needed for future reference."</p>			
<p><i>Colony General is not to be released normal</i></p>		<p><i>L. H. Shirley</i> LOUIS H. SHIRLEY, Colonel, OMC Deputy Commander</p>	
<p><i>Note: Info not to be released outside of this Headquarters</i></p>			

EXHIBIT 13.—MEMORANDUM FROM COL. JAMES C. PENNINGTON, CHIEF, INSTALLATIONS DIVISION, TO THE COMMANDING GENERAL, QUARTERMASTER TRAINING COMMAND, FORT LEE, VA., RE FISCAL YEAR 1960 MILITARY CONSTRUCTION APPROPRIATION PROGRAM, AVIATION FACILITIES, FEBRUARY 24, 1959.



HEADQUARTERS  
DEPARTMENT OF THE ARMY  
OFFICE OF THE QUARTERMASTER GENERAL  
WASHINGTON 25, D. C.

BY AIR MAIL REFERRED TO  
QMID-F 600.12 Fort Lee

24 February 1959

SUBJECT: FY 1960 MCA Program, Aviation Facilities

TO: Commanding General  
QM Training Command  
United States Army  
Fort Lee, Virginia

1. Reference is made to:

a. Letter QMGID-F 600.12 to CG QMTC dated 30 January 1958, subject: FY 1960 Military Construction, Army Program.

b. Letter QMTSD-F 686(Ft. Airfield) to TQM, dated 25 November 1958, subject: Request for Waiver for Obstruction to Air Navigation and 1st Indorsement thereto.

c. Corps of Engineers Manual No. EM 1110-3-311.

2. The Chief of Engineers has advised that "the aviation items for Fort Lee in FY 1960 MCA Program have been deferred from the program by higher authority". (Inclosure 1)

3. The Chief of Engineers has also forwarded to TQM copy of comments of the Director of Army Aviation, DCSOPS which conclude:

"In view of the number of obstructions at Fort Lee which would preclude instrument and night operations from the presently proposed airfield site, DCSOPS recommends that a new airfield site be selected at Fort Lee which will meet standard Army airfield criteria". (Inclosure 2)

4. It is requested that TQM be advised whether an airfield site which will meet standard Army airfield with instrument approach zone criteria (see Appendix I of Change 2 to reference 1c) is capable of being sited on Fort Lee.

FOR THE QUARTERMASTER GENERAL:

2 Incls

1. Cy D/F Cmt #5  
dtd 18 Feb 59
2. Cy D/F Cmt #3  
dtd 29 Jan 59

*for*   
JAMES C. PENNINGTON  
Colonel, QMC  
Chief, Installations Division

EXHIBIT 14.—DRAFT STAFF STUDY ON AIRFIELD SITE, SIGNED BY COL. HEINZ WEISEMANN.

D  
R  
A  
F  
T

**STAFF STUDY ON AIRFIELD SITE**

**1. The problem:**

To determine whether an airfield site which will meet standard Army airfield with instrument approach zone criteria is capable of being sited on Fort Lee.

**2. Assumptions:**

**a. For the purpose of this study, a standard Army Airfield is:**

(1) 3,000 ft long at MSL, corrected for altitude.

(2) Satisfies criteria of Corps of Engineers Manual EM

1110-3-311.

(3) Provides facilities specified by AR 415-31.

(4) As stated by DA, it should have, in addition to facilities specified by AR 415-31, instrument approach capability.

**b. The DCSOPS position indicated in Tab A that no new Army Airfield should be constructed without instrument approach capability is justified by experience with currently existing airfields, greater airplane speeds, and technical advances. However, since certain troop labor has been performed on the new Fort Lee Army Airfield, the position may well be modified to some extent.**

**3. Facts bearing on the problem:**

**a. Some sort of landing strip for local and visiting planes has been planned for eight years. Definite requirements for a standard Army Airfield have never been established by this command:**

(1) In 1952, airstrips both in rear of Wherry Housing and

along Reformatory Road were considered.

(2) In 1954, Commanding General, Fort Lee desired a temporary-type field for liaison planes.

(3) 1 February 54, OQMG requested Office of the Chief of Engineers to expand the 1500 ft runway to 3,000 ft, for aerial supply operations. This MCA project was held in abeyance from 5 April 55 to 16 August 55, pending negotiations for the Petersburg Airport which <sup>later</sup> were dropped.

(4) 16 August 55, a minimum 1500 ft strip along Reformatory Road was again considered. Preparation included moving Range IX<sup>II</sup> as the only range facility presenting a hazard.

(5) 3 Oct 57, Quartermaster Training Command stated "no instrument procedure is proposed" This statement was in connection with a request for airspace clearance for a 1500 ft strip (approved 19 February 58 as Fort Lee Army Airfield).

(6) On 26 August 58, we specified IFR operations, but did not specify a requirement for training of aviators.

b. On 9 December 57, Chief of Engineers authorized construction of an air strip as a troop training project. As of December 1958, this 2500 ft strip was 67% complete.

c. MCA Program Aviation Facilities were submitted to OQMG as follows;

(1) 17 February 56\_FY 58 - \$876,000

(2) 1 October 58 - FY 60 - \$749,000 - 1st Increment subsequent to troop-constructed runway.

(3) 12 February 59 - Integrated priority list, FY 61 - \$350,000 - 2d Increment.

d. On 24 February 59, FY 60 Program, items were deferred by Department of the Army because the Fort Lee Army Airfield did not meet the criteria for a standard Army Airfield (see Section two, Assumptions). This letter was the answer to our request for waiver of obstructions for VFR operations. Department of the Army recommended a different site (Tab A).

e. Of the ten obstructions identified for both instrument and non-instrument approach, all ten violate limiting heights criteria for instrument approach. Additional data are as follows:

	Violate VFR Criteria	Non-Instrument Approach Zone	Instrument Approach Zone	Marked and Lighted
Water Tank No. 1, Fort Lee			x	x
Water Tank No. 2, Fort Lee	x		x	x
Water Tank No. 3, and Transmitter Tower Fort Lee	x			x
Water Tank No. 1, Reformatory	x	x		
Water Tank No. 2, Reformatory	x		x	
Smokestack Reformatory	x		x	
Two VMEPCO Towers, County			x	x
Television Tower WXXX	x			x

Request for waiver of these obstructions was not considered necessary for the troop training project. On 25 October 58, a request for waiver was submitted to COMD, subsequent to the start of preliminary design<sup>of the first VCA Increment</sup> by the District Engineer, who furnished the necessary data.

f. Training of aviators was not considered as a requirement to be met by a Fort Lee airstrip or airfield.

g. Areas of new construction have expanded at the expense of training areas; the post does not have the area to site new facilities such as a standard Army Airfield, a drop zone, or Trainfire I Ranges.

#### 4. Discussion.

a. During the period 1952 - 1958, covering the planning and troop construction phases of the Fort Lee Army Airfield, a definite requirement for a landing area was used for justification. Training of pilots using instrument approach procedures was not required at this field. The 24 February letter (par d, Section 3) was the first indication of this requirement. The letter was based on a position taken by the Director of Army Aviation; Deputy Chief of Staff for Military Operations, Department of Army that "all new Army Airfields should be located and constructed so that ultimately an instrument approach procedure may be developed and implemented for each airfield." Increasing requirements for Army aircraft flights under instrument conditions made the statement of this position desirable.

b. The DCSOPS position makes the landing area along Reformatory Road unjustifiable if MCA funds are to be expended on it. MCA funds would presumably be spent for standard Army Airfields but not for airstrips failing to meet the criteria. A fair-weather landing area is still required. However, there is the possibility that the condition foreseen by DCSOPS would occur at Fort Lee, in that unfavorable weather landings would be attempted under emergency conditions. A waiver of obstructions

would then not be justified; and the landing area would be unavailable when most needed. VFR training could still be conducted at Fort Lee; night and IFR operations would continue to be conducted at Byrd Field.

c. Air Force facilities at Byrd Field meet the requirements for training and maintenance, but the arrangement is temporary. In the event that they are denied to this Command in the future, we could not support our aviation mission. But neither could we support the aerial supply mission, which depends on Byrd Field for aircraft loading and unloading. The standard Army Airfield which Fort Lee should have would provide the facilities with which Army Aviation can support the aerial supply mission; it could also be constructed in such a manner that it could stage the Army or Air Force aircraft used in aerial supply. A field of this type would permit joint training of quartermaster and aviation personnel, specifically fixed wing tactical transport units. These considerations should apply to the problem.

d. The Reformatory Road landing area when continued as a fair-weather operation can be completed with the addition of minimum facilities at a cost of \$110,400, excluding the \$25,000 expended on the 2,500 ft strip. The cost of MCA facilities representing a standard Army airfield was estimated at \$1,651,000 (see Tab B). Referring to par 3c, VFR operations of the landing area are possible (safe) under the following conditions:

(1) Limit ceiling to 1000 ft or three miles, as is customary at civilian airports (eg., Byrd Field). The highest object <sup>within</sup> in an area of ten miles from the landing area is below the ceiling.

(2) Preferably land with the wind, from the south or Fort

Lee side of the field, thereby avoiding the only obstruction which is in the non-instrument approach zone (Reformatory water tank number one).

e. A standard Army Airfield can not be sited at Fort Lee, but it can be sited in the vicinity of Fort Lee. Two possibilities are the farmland between Prince George Courthouse and U. S. Highway No. 460, and Petersburg Airport. With the purchase of sufficient land east of Virginia Highway No. 106 an airfield could be built which would be oriented to the prevailing winds and which would have instrument approach capability. With the purchase of 4,500 acres in this area, all facilities for aerial supply and Trainfire I could be located at Fort Lee. The proposed drop zone, which is in the process of being leased, is located in this area. See map, (Tab C).

f. Petersburg Airport was considered as the site of an Army Airfield in 1955, but leasing action was dropped by direction of DCSLOG. Cost of rehabilitation was estimated at \$626,000 and the Petersburg city council did not consider favorably a long-term lease. A complete reconstruction of one runway at additional cost would make this field suitable for use by Air Force as well as Army aircraft engaged in aerial supply operations. A drop zone would not be suitable in this area because the airport is located between U. S. Highways No. 1 and 460.

#### 5. Conclusions

a. A standard Army Airfield is not capable of being sited at Fort Lee.

b. Requirements exist for:

(1) A landing area - can be provided at Fort Lee (67% complete)

(2) An Aviation training facility - cannot be sited at Fort Lee - temporarily provided at Byrd Field.

(3) A drop zone - cannot be sited at Fort Lee - to be provided by lease.

c. VFR operations for the landing area have not been approved, due to the action taken by Department of the Army on MCA items. Approval should be sought, to provide a fair - weather facility, for the following reasons:

(1) Facilities constructed by the Wop training project as of the end of CY 1958 were valued at an estimated \$450,000.

(2) Airspace clearance has been approved by the Regional Airspace Committee, CAA, as of 19 February 58.

(3) The landing area will be convenient in time of emergency and to VIPs at any time during fair weather.

(4) During fair weather, all obstructions are clearly visible. The Reformatory towers and smokestack are not required to be marked, but could be repainted at Department of the Army expense if desired.

(5) Signal Corps Equipment has been removed from Blackstone to be used at the air strip when completed.

d. An aviation and aerial supply joint training facility can be provided in the vicinity of Fort Lee by the purchase of land.

**6. Action Recommended:**

a. That the command continue to develop the landing area along Reformatory Road with engineer troops as a practical troop training project.

b. That until adequate navigational equipment is made available which will permit instrument approach on Fort Lee, the Command continue to use Byrd Field and the landing area within their capabilities.

c. That when funds become available, this command consider the purchase of land for a joint aviation and aerial supply facility.

Tab A - Letter  
B - Cost Comparisons  
C - Map

HEINZ WEISEMANN  
Colonel, GS  
Ch Fac Br, G-4

Concurrence \_\_\_\_\_ AC of S, G-3



## II. SPECIFIC COMMENTS

1. Reference para 2b: The DCSOPS position is not an assumption, it is a fact bearing on the problem, in fact it has created the entire problem. Troop labor performed on the airfield does not remove the obstacles which DCSOPS refused to waive, accordingly it is incongruous to assume any modification of DCSOPS position.

2. Reference para 3a(6): AR 95-5 prescribes the requirements and responsibilities of a command which is assigned aviators. Training is a command responsibility and although this was not specifically stated in QMTC correspondence of 26 Aug 58, the requirement existed. Aviator training is inherent with aviator assignment. Recommend that reference to lack of training requirement be deleted. It is erroneous and does not contribute to the study.

3. Reference para 3b: Percentage of completion of the airstrip as stated gives the impression that only 33% additional construction is required to place the airstrip in usable condition. Completion of a 2500 foot strip is not sufficient to warrant utilization of the site as an adequate aircraft landing facility. Recommend that this statement be revised to read: "As of December 58, preparation of the site for construction of a 2500 foot strip was 67% complete."

4. Reference para 3f: Training of aviators was and is a requirement and responsibility of the command. The command is not meeting these responsibilities if justification for an airfield at Fort Lee fails to consider this requirement. Recommend deletion of this statement.

5. Reference para 4a: The reference to training of pilots using instrument approach procedures is incorrect. DCSOPS position is predicated on the requirement for all new Army airfields to be located and constructed so that they are capable of ultimate development of an instrument approach capability.

6. Reference para 4b: The exact meaning of the reference to the condition foreseen by DCSOPS is not clear. It is assumed that reference is made to DCSOPS position that there is an increasing requirement for Army aircraft flight under instrument conditions. Assuming that it is the intent of the author, to point out that DCSOPS may be correct in assuming an increase in IFR (Instrument) flying, then a revised sentence is recommended to read: "However, inasmuch as DCSOPS has stated that requirements for Army aircraft flying under instrument conditions are increasing, the presently proposed airfield would be unavailable during instrument

conditions since it is incapable of providing an instrument approach capability. In the event of a national emergency, when most needed, the site could not provide support except under VFR (favorable) weather conditions during daylight hours. IFR and night flights would be required to terminate at Byrd Field if available.

7. Reference para 4d(1): Recommend revising this paragraph to read: "Limit operations to VFR conditions which prescribe a ceiling of 1000 feet and visibility of three miles. This is consistent with current Army and FAA regulations for Visual Flight Rules. The highest obstacle within an area of ten miles from the airfield does not exceed 1000 feet."

8. Reference para 4d(2): Recommend deletion of this paragraph. It is not normal, correct procedure, nor consistent with flight safety to land with the wind. Pilots will never knowingly land with the wind unless an emergency condition precludes landing INTO the wind. Prevailing winds are from a southerly direction; therefore, more landings will be made to the south than to the north in normal operations. One other facet of flying should be considered in deletion of this statement. Not only the landing direction should be considered, but also the take-off direction. The take-off and climb out is exposed to as many hazards from obstacles as landings. Pilots do not normally land in one direction and then take-off in the opposite direction unless the wind direction has changed. All landings and take-offs are made against or into the wind. Down wind operations are seldom prescribed except under unusual or emergency conditions.

9. reference para 4f: Recommend that this paragraph be amended to indicate that the cost of \$626,000 for rehabilitation of Petersburg Airport includes a complete and extensive rehabilitation program. This airfield could be rehabilitated sufficiently to meet Army aviation needs with much less expenditure. The runways are still capable of meeting all demands of present Army aircraft without resurfacing. Resurfacing of one runway for a length of 3500 ft would improve the facility but it is not essential for Army aircraft at the present time.

10. Add to para 4: A 2500 ft strip will permit limited utilization by the L-23. As temperature and humidity increase, the length of the take-off run increases proportionately. Previous computations established that a 3500 ft strip is the minimum safe length feasible for L-23 operations under foreseen climatic conditions. Approximately six months of the year the L-23 will be able to negotiate this field with only a minimum gross weight. Gross weight can be reduced by removal of gasoline (thereby shortening range of aircraft and requiring subsequent refueling, prior to departing for most cross country flights) and restriction to number of persons carried.

11. Reference para 5(1): Nonconcur. Another landing area of the type envisioned (2500 ft) provides only limited capability over and above the present sod strip, and may not justify the expenditures due to its inability to be expanded to a standard Army airfield.

12. Reference para 6a: Nonconcur: Although the landing area is a very worthwhile training project, its development does not substantially contribute to the ability of Fort Lee and QMTC to fulfill assigned missions and/or responsibilities.

### III. RECOMMENDATIONS

1. Recommend that consideration be given to reopening negotiations for Petersburg Airport. This is the most economically feasible approach to fulfill QMTC and Fort Lee requirements for the present and foreseeable future. Rehabilitation of a runway (if necessary) with troop labor should be considered providing adequate leasing agreements are possible. Extent of rehabilitation is variable dependent upon whether utilization will be limited to Army aircraft or to permit use by USAF Troop Carrier Aircraft.

2. Precedent for Army use of civilian airfield facilities is provided by the following list of active Army installations now utilizing civilian facilities under lease agreements.

<u>Army Installation</u>	<u>Airfield Facility</u>
Camp Walters, Texas	Minerals Wells Mun Airport
Carlisle Barracks, Penn	Taylor Mun Airport
Decatur Signal Depot, Ill	Decatur Mun Airport
Fort Bliss, Texas	El Paso Int'l Airport
Fort Gordon, Ga.	Bush Airport
Fort McPherson, Ga. (Hq 3d USA)	Fulton County Mun Airport
Fort Monmouth, N. J.	Monmouth County Mun Airport
Fort Worth Gen Depot, Texas	Meachum Mun Airport

Army Installation

New Cumberland Gen Depot, Calif  
Sharpe Gen Depot, Calif  
US Army Air Defense Command, Colo  
US Army Trans Supply & Maint Command, Mo  
Fort Jackson, S. C.

Airfield Facility

Harrisburg State Airport  
Stockton Mun Airport  
Peterson Field  
St Louis Mun Airport  
Owens Airport

1 Incl  
n/c

RALPH R. BURR, Colonel, GS  
AC of S, G3

EXHIBIT 16.—MEMORANDUM FROM COL. WALTER R. RIDLEHUBER, ACTING CHIEF OF STAFF, G-4, TO THE CHIEF OF STAFF RE FISCAL YEAR 1960 MILITARY CONSTRUCTION APPROPRIATION PROGRAM, AVIATION FACILITIES, APRIL 1, 1959.

QMTSD (11 Mar 59)

SUBJECT: FY 1960 MCA Program, Aviation Facilities

TO: Chief of Staff  
T-8000

FROM: AC of S, G4  
T-8000

DATE: 1 Apr 59 COMMENT NR 3  
Col Ridlehuber/tb/4

1. In view of the number of obstructions at Fort Lee, which would preclude instrument and night operations from the presently proposed airfield site, DCSOPS recommended that a new airfield site be selected on Fort Lee which will meet standard Army Airfield criteria.

2. The Reformatory Road site is the only site available on Fort Lee. Since it appears that DCSOPS will not reconsider its position on non-concurrence in the requested waivers it follows that an Army Airfield as defined in EM 1110-3-311 cannot be constructed at Fort Lee.

3. The Engineer Battalion has accomplished about \$450,000 worth of work on the runway strip and drainage of the airfield area. The Engineer estimate for completion of the strip into an Army Airfield is \$1,651,000 plus the electronic equipment for night flying. Disregarding the disapproval of the site the first increment of \$1,301,000 included in the preliminary MCA 61 program has been deleted due to the shortage of funds in the ceiling allocated to TQMG by the Army. It was deferred from the MCA 60 program pending decision on a new airfield site. There is some question whether TQMG will ever have sufficient funds available to him to support the construction and operation of a standard Army Airfield.

4. If funds ever become available and a standard Army Airfield is required it is considered that land should be acquired off-post near the proposed drop zone for construction of such a field. The acquisition or lease of the so-called Petersburg Airfield has previously been disapproved by DCSLOG as being prohibitive in cost and a suitable lease cannot be obtained.

5. This office considers that it will be years, if ever, before a standard Army Airfield is authorized and constructed for Fort Lee. In the meantime arrangements must be made to meet minimum current requirements. The arrangements for use of Byrd Field for night flying and pilot training would appear to be adequate for the time being and within the dollar resources of this command to support.

6. We consider that there is an urgent need at Fort Lee for a landing field to accommodate all types of Army Aircraft for use as an auxiliary of Byrd Field for daytime-good weather landings and take off. We recommend completion of the strip along Reformatory Road for use as a "landing strip" as defined in AR 320-5. Work to be accomplished as a troop training project.

7. G3 does not concur in the G4 plan and considers - "although the landing area is a very worthwhile training project, its development does not substantially contribute to the ability of Fort Lee and QMTC to fulfill assigned missions and/or responsibilities". G3 recommends reopening negotiations for Petersburg Airport.

8. An early decision is required on the course of action to be taken. We must reply to OCMG on the matter of a new airfield site. Arrangements must be made for the return of the Engineer Battalion to complete the 2000 landing strip, now scheduled for 10 May 59. It is possible that the OCE will discontinue the training project unless we present a strong case for the landing strip.

9. Recommend that this file be studied and a conference called to resolve the Command position on the matter.

2 Incl

Added 1 Incl

2. Draft 1st Ind  
OMTSD-F

W. R. RIDLEHART, Colonel, GS  
AC of S, G4

Copy furnished  
AC of S, G3, T-8000

EXHIBIT 17.—MEMORANDUM FROM MAJ. GEN. ALFRED P. DENNISTON, COMMANDING GENERAL, FORT LEE, VA., TO THE QUARTERMASTER GENERAL RE FISCAL YEAR 1960 MILITARY CONSTRUCTION APPROPRIATION PROGRAM, AVIATION FACILITIES, APRIL 6, 1959.

QWTSB (24 Feb 59) 1st Ind  
SUBJECT: FY 1960 MCA Program, Aviation Facilities

APR 6 1959

HEADQUARTERS, 3d TRAINING COMMAND, U. S. ARMY, Ft Lee, Va.

TO: The Quartermaster General, Department of the Army, Washington 25, DC

1. An airfield which will meet standard Army airfield with instrument approach some criteria is not capable of being sited on Fort Lee. The Reformatory Road area is the only site available on Fort Lee, and there are 10 obstructions as outlined in Inclosure #3 which appear to preclude instrument approach. See Inclosure #2.

2. The peacetime and emergency missions of Fort Lee require the immediate availability of an airfield. Long range plans to meet the total aviation requirements should be based on the acquisition of land off-post near the proposed drop zone. The purchase of approximately 4500 acres of land east of Virginia Highway #106 will permit construction of a standard Army airfield, drop zone and trainfire ranges. See Inclosure #4 for proposed location.

3. It is evident that the necessary land cannot be acquired and a standard Army airfield constructed under MCA programs within the foreseeable future. In the meantime, arrangements must be made to meet minimum current and emergency requirements. The arrangements for use of Byrd Field for night flying and pilot training, while temporary, are adequate for the time being and within the dollar resources of this command to support. There is an urgent need at Fort Lee for a landing strip as an auxiliary of Byrd Field, to accommodate all types of Army aircraft for visual landings and take-offs. I recommend completion of the field along Reformatory Road for use as a "landing strip" as defined in AR 320-5, with the work to be accomplished progressively as a troop training project.

4. The Engineer troop unit provided by the Chief of Engineers last year accomplished \$450,000 worth of work, at a project cost of less than \$25,000, on the runway and drainage of the Reformatory Road site. The basic strip of 2500 feet is approximately 57 per cent complete. Plans contemplate that an Engineer unit will return to Fort Lee on or about 10 May 1959 to complete this phase of the project.

5. Conversion of the Reformatory Road landing strip into a standard Army airfield as an MCA project, disregarding the obstructions, is currently estimated to cost \$1,651,000, exclusive of electronics equipment for instrument approach. The proposed landing strip can be completed and made operational with minimum facilities for visual landings, take-offs, and maintenance of aircraft at a cost of less than \$200,000, to include facilities. See Inclosure #5 for a resume of project costs.

The value to be received as a troop training project is considered to be far in excess of the cost.

6. I urge that we continue with the development of the reformatory road landing strip as a troop training project as a means of meeting a part of the requirements for aviation facilities at Fort Lee. It is reasonable to expect that this can be accomplished within the dollar resources which can be made available over a period of time. I recommend that the acquisition of land and plans for a standard Army airfield be included in the long range ACA construction program for Fort Lee.

5 Incl  
 1 & 2 - n/c  
 Added 3 Incl  
 3. Instructions  
 4. Map  
 5. Resume of Proj Costs

ALFRED E. DENNISTON  
 Major General, USA  
 Commanding

Copies furnished:  
 AC of S, G3, T-8000  
 Comptroller, T-8036  
 Post Engr, T-6205

MEMORANDUM FOR RECORD:

This communication transmits the Commanding General's decision on a landing strip for Fort Lee. Decision was based on staff study, comments and recommendations attached to the AG file.

W. K. RIDLEHUBER, Col, GS, AC of S, Oh/

/Ext 4

APR 6 1959

EXHIBIT 18.—MEMORANDUM OF TELEPHONE CONVERSATION BETWEEN COL. HEINZ WEISEMANN, COL. JAMES C. PENNINGTON, AND COL. WALTER R. RIDLEHUBER RE FORT LEE AIRFIELD, APRIL 7, 1959.

QMTSD

7 April 1959

FONECON: Colonel Weisemann (from Washington) and Colonel Pennington, Installations Division, OQMG; and Col Ridlehuber, AC of S, GI

SUBJECT: Fort Lee Airfield

Colonel Weisemann said the 1st Indorsement from General Denniston concerning construction of the airfield had been gone over rather carefully in Col Pennington's office. In a prior conversation with Colonel Shirley, which was a result of letter from General Denniston to General Evans on 16 Feb 1959, the project was approved to continue construction of a landing strip with Engineer troops. Colonel Pennington said as far as OQMG are concerned, they have given us the "go-ahead" to complete this job. Therefore, they don't want to introduce any additional papers in the file at this time. Col Weisemann stated that Colonel Pennington's contention is that Installations Division probably should not have sent the basic letter, as there is no further need to go into this matter, because they have already given us the OK for the air strip.

Colonel Ridlehuber said the District is still working on the MCA project. Somebody has to tell the District to stop working on the MCA project now that the waivers have not been approved. Colonel Weisemann said then this should go over to OCE with that recommendation from the Installations Division.

Colonel Ridlehuber said that it has to go to DCSOPS to provide the information that another site is not available. Colonel Pennington said that he had been discussing with Colonel Weisemann the letter of 16 Feb which General Denniston sent to General Evans indicating that he wanted to go ahead with the landing strip; however, he needed to spend \$18,000 to cover travel, per diem, transportation, expendable supplies, field maintenance, and some troop supplies, for the Engineering Company. Colonel Pennington said that he discussed it with General Evans and he directed Colonel Pennington to call General Denniston back and OK the project, and tell him that he would type an MFR instead of an official reply, since they were short in 2000 - 2100 money. Colonel Pennington said he called Colonel Shirley and gave him the go-ahead covering \$18,000; told him to go ahead and spend it and complete this landing strip.

Colonel Ridlehuber said that was before DCSOPS directed that we find another site; before DCSOPS disapproved the waivers.

Colonel Pennington said that what he wanted to do was to get another piece of official correspondence out of his hands. Col Pennington stated the first increment of the airfield has been taken out of MCA 61. Rather than confuse the program, we asked that it be withdrawn - taken out of 61. When Col Ridlehuber asked if he wanted to hold that piece of paper, Colonel Pennington replied that he wanted to forget it.

Colonel Pennington said all he wants is one thing answered:

This standard Army airfield with instrument approach some criteria is not capable of being sited at Fort Lee. That is the only answer he needs; that one paragraph. He said OQMI has approved everything else we are talking about.

Colonel Ridlehuber said OK - we will drag our feet until after late May. Colonel Pennington said he will give our 1st Indorsement back to Colonel Weisemann.

Colonel Ridlehuber said that in the meantime the Engineer people at Belvoir are asking us to confirm to them that this airfield has the approach capability. Colonel Pennington said he did not get that. Colonel Weisemann interjected: "On this Belvoir thing, I have two people to call; one is Colonel Davis over in Military Operations; and Major Grimes; that's all I need to go ahead.

Colonel Ridlehuber asked what about the questions they ask in the letter. Colonel Weisemann said he was just going to check a couple of items with Mr Elliott of Norfolk District Engineer. Mr Harrison thought maybe Mr Elliott has made some changes to the Belvoir drawings. Rather than give it to Colonel Ridlehuber for his approval yesterday, Colonel Weisemann wanted to wait until Mr Elliott called Mr Harrison back today or tomorrow to determine whether that letter is OK.

Colonel Ridlehuber said to bring the 1st Indorsement back. We will proceed to get the Company down here. If complications arise, we will go back to Col Pennington's shop. To Col Pennington, he said, "Let him bring the paper on back and we will rock along until further developments; I will reply along the lines you indicated."

Colonel Ridlehuber inquired as to the fund situation.

Colonel Pennington said we have asked each installation to give us a note by the 15th indicating what projects under \$5,000 and over \$25,000 they can finance from funds locally available. In the meantime, Comptroller is also asking each installation for their obligation rate as of the end of March to be in OQMI by the 15th. They have a meeting with Comptroller on the 17th to sit down and decide how much money is in the system that they can use, and where they are going to put it. They will set up priority and take money away from somebody having money without priority.

Copies furnished:  
FE; AG; Compt

*W. R. RIDLEHUBER*  
W. R. RIDLEHUBER, Colonel, GS  
AC of S, G4

33

2

EXHIBIT 19.—MEMORANDUM OF TELEPHONE CONVERSATION BETWEEN COL. WALTER R. RIDLEHUBER AND ROBERT G. MACDONALD, MAY 25, 1959.

QCRD

25 May 1959

FORRECON: Colonel Ridlehuber, AC of S, G4, Fort Lee, Virginia, and Mr MacDonald, Installations Division, OQMG, Washington, DC

Mr MacDonald said one of the engineers was talking with Colonel Lowrance and he understood Col Lowrance was coming up to Washington on 25 May to talk on the TV facilities. Colonel Ridlehuber stated he had told Col Lowrance to call the Engineering Agency on these minor changes and go up if necessary, because we have a target date for the 28th to get this ready for Invitation for Bids. The main question which Mr MacDonald wanted to ask Col Ridlehuber is: "Has Mr Allen been in on these changes?" Col Ridlehuber told Mr MacDonald that Mr Rogers went over this with him and those are the ones they recommended. Among other things, they recommended that we buy the tower, but Col Ridlehuber is opposed to this; Signal Corps has promised to furnish the tower. They recommended additional equipment which will cost \$12,000. Colonel Ridlehuber said these will be put in as additive alternates. We are short of money, as instead of getting \$750,000 we got only \$724,000, and will have to count our pennies.

Mr MacDonald asked Col Ridlehuber if he considered these things to be pretty minor, saying Col Lowrance was not sure of all of them; what he told Mr MacDonald seemed to be rather minor. Col Ridlehuber replied that they are minor, except for additional equipment.

Colonel Ridlehuber said Col Weisemann asked him to tell Mr MacDonald that the acceptance inspection of the Clothing Sales Store is scheduled for Wednesday, 27 May, at 0900, and inquired if TQMG will have a representative here, or if they would want the PE to represent TQMG. Mr MacDonald said to have the Post Engineer represent TQMG.

Col Ridlehuber stated he is writing a letter today to Colonel J. C. Pennington about the airfield. The Company is here and is doing a good job. Some time between August and September we will have a runway ready, with taxiways and things like that. We have plans for temporary facilities. We are stumped for some type of hangar. We have been shopping around. We can get a metal 80x80 hangar building delivered on the site for about \$17,000. The Company here would prepare the site for it.

Col Ridlehuber has asked Post Engineer to prepare a Form 5-25 for this project in the hope that Aerial Detachment may have some P-2000 money at the end of the year with which we can buy it. The complete story will be given in the letter to Colonel Pennington. Col Ridlehuber said he would appreciate having Mr MacDonald look out for that 5-25.

Mr MacDonald is worried about exceeding \$25,000 on the funded part of it. Col Ridlehuber said that as this would be an improvement, it would be an entirely new project. Mr MacDonald said it's all part of the airfield - that's what bothers him.

Mr MacDonald asked: "Fort Lee's strip is not going to run over \$25,000, is it? Military labor doesn't count. If the funded cost exceeds \$25,000, we are all in trouble."

Col Riddlehuber said this temporary hangar would not be erected on the site of the MCA hangar; if and when we ever get that, this particular building can be moved to meet some of our other critical storage requirements. The temporary hangar would be on the airstrip. Col Riddlehuber wondered whether that might be considered another project.

Colonel Riddlehuber stated that we will call this a project for the Aerial Detachment. To meet the critical dimensions, we have to go into this larger type building and we will say that it is for storage for the 109th for the Aerial packaging, as well as aircraft maintenance; it will meet both requirements.

Mr MacDonald said he guessed we had better.

Copies furnished:

Post Sig Off, T-8102  
Chief, G4 Pac Branch  
Mr Harrison

W. R. RIDLEHUBER  
Colonel, GS  
AC of S, G4

EXHIBIT 20.—LETTER FROM COL. WALTER R. RIDLEHUBER, ACTING CHIEF OF STAFF,  
G-4, TO COL. J. C. PENNINGTON, MAY 25, 1959.

**QCRSD**

**25 May 1959**

**Colonel J. C. Pennington  
Chief, Installations Division  
Office of The Quartermaster General  
Department of the Army  
Washington 25, D. C.**

**Dear Colonel Pennington:**

Company A, 87th Engineer Battalion (Constr), with a strength of 163 men, is on the job and making good progress on the airfield. We expect to have a 2500' strip, plus 150' over-run on each end, ready for operation by August - September. In addition, there will be the parking apron, taxiway, access roads and drainage. In order to utilize the "field," and move the light aircraft operations from Ryrd Field to Fort Lee, we will require a minimum of support facilities, as follows:

- a. Oil storage. We can fabricate a small building from salvage material.
- b. FOL storage and dispensing facilities. We will utilize tank trucks available in TOE Companies.
- c. Operations building, parachute storage, etc. We have two prefabricated metal barrack buildings, 20x48, which we obtained from the National Guard Gun Sites in Norfolk, which can be used for this purpose.
- d. Fire station. We can erect a temporary shed, using salvage material.
- e. Control tower. We can erect a small control tower, utilizing salvage telephone poles or pipeline material, with possibly a small greenhouse-type structure on top, which can be purchased for less than \$300.
- f. Telephones. This can be handled.

g. Electricity, water and sewerage. It is believed that we can provide a shallow well, storage tank and septic tank, with resources to be available in FY 60.

h. Hangar and operational storage building. This is the problem child.

The following projects were programmed in the FY 60 R&U program:

PR 16-60. Provide electricity and water for aircraft landing field, \$16,000.

PR 18-60. Construct temporary control tower for landing field, \$9,000.

We have scouted around and are unable to find an excess metal building any place which could be utilized as a hangar. A review of all types of buildings on the market indicates that we can purchase an 80x80 foot truss steel frame metal building, delivered on the site for \$17,000.

I requested the Engineers to prepare Project Form 5-25 for one 80x80 foot prefabricated building for the Aerial Detachment, with the hope that sufficient funds under P-2000 may be available to purchase the building before 30 June. In any event, I want to get it on Invitation for Bids in case the funds become available. The Engineer Company will prepare the site for the temporary hangar and the other temporary structures as well. It is quite likely that they will assist in erecting the building, as it will be good experience. We plan to construct it in any event with troop labor on concrete footings, with the floor to be poured with concrete if and when funds become available. All of the temporary facilities will be located on sites other than those designated for the MCA permanent items.

I discussed this briefly on the telephone with Mr MacDonald today. I wish you would take prompt action on the 5-25. It will be designated as for the Aerial Detachment for use in temporary maintenance of aircraft and for operational storage of aerial supply, cargo and training materials. In this way we will not associate the project with the "Army Airfield," even though it will be erected on the general site.

Yours Sincerely,

Copies furnished:

AC of S, G3, T-8000  
FE, T-6205  
Comptroller, T-8036  
G4 Facilities Branch

W. E. MIDDLEHURER  
Colonel, GS  
AC of S, G4

## EXHIBIT 21.—MEMORANDUM OF TELEPHONE CONVERSATION BETWEEN COL. JAMES C. PENNINGTON AND COL. WALTER R. RIDLEHUBER, MAY 29, 1959.

QMTSD

1 June 1959

SUBJECT: Telecon between Colonel Pennington, OQMG and Colonel Ridlehuber 29 May 59 at P&C Office

Received a call from Colonel Pennington, OQMG concerning my personal letter of 25 May 59 reference operating facilities for the landing field. Colonel Pennington stated that he had taken this matter up with General McNamara for guidance on our future course of action.

The Quartermaster General is concerned over the possible repercussions from exceeding the \$25,000 project (troop) which was authorized for the airfield. At the same time he realizes that a standard Army airfield will not be constructed and that a minimum of facilities must be provided. Colonel Pennington went over and talked the matter over with the aviation people at DCOPS and they advised him that waivers would not be granted for construction of a MCA airfield; the Army is having to cut-back on aviation facilities and programs to include Fort Rucker. The aviation people brought up the matter of renegotiation for lease of the Petersburg airfield. Colonel Pennington told them this was out of the question.

I informed Colonel Pennington that we realize that Byrd Field will continue to be utilized for night operations and for pilot training. We have an agreement with the WADS people which we believe will meet this requirement. On the other hand the landing strip can be utilized extensively for daylight and good weather operations. He stated that both he and The Quartermaster General agreed and that General McNamara went on to say that he doubted that a standard type airfield could ever be justified for four airplanes and furthermore he saw no reason why Army aircraft should not be operated on temporary air strips.

The immediate problem is the purchase of a metal hangar building for erection by troop labor at a later date. I asked Colonel Pennington to assure The Quartermaster General that we would not recommend anything that would put him in an embarrassing position. In the case of the hangar it will be procured, if the purchase is approved and P2000 funds are available, for the Aerial Detachment and not directly associated with the airfield. In the case of a physical inspection by Department of the Army representatives at some later date, it can be explained that this is a temporary building which will be moved to meet other storage requirements if and when no longer required at the airfield site.

The other facilities required such as water, power, storage building, and lights can be provided as resources become available as improvements to the landing field which will be in existence.

Colonel Pennington said he agreed and to send the DA Form 5-25 on up for the hangar building and he would see that it was approved. I assured him that it would be sent up during the first week in June.

1 Incl  
Ltr QMTSD, dtd 25 May 59

Copies furnished:

Chief of Staff	T-8000
AC of S, G3	T-8000
Post Engr	T-6205
Comptroller	T-8036
Fac Br, G4	T-8000

  
W. R. RIDLERHUBER  
Colonel, GS  
AC of S, G4

EXHIBIT 22.—LETTER FROM COL. JAMES C. PENNINGTON, CHIEF, INSTALLATIONS DIVISION, TO COL. W. R. RIDLEHUBER, JUNE 2, 1959.



IN REPLY REFER TO

QMGID-F

HEADQUARTERS  
DEPARTMENT OF THE ARMY  
OFFICE OF THE QUARTERMASTER GENERAL  
WASHINGTON 25, D. C.

*Juber*

2 June 1959

Colonel W. R. Ridlehuber, QMC  
AC of S, G4  
The QM Training Command  
U. S. Army  
Fort Lee, Virginia

Dear Colonel Ridlehuber:

Thank you for your letter of 25 May regarding progress on your airfield project. It is good to know that the Engineer Company is doing such a good job.

As you know and as I mentioned in our telephone conversation on 29 May, The Quartermaster General is limited to a funded cost of \$25,000 for new construction. This limitation applies to the entire "airfield" as one project and not to various elements or increments. In other words, the project completed with \$25,000 funded cost must be a usable facility in itself. I understand that you are about up to the legal limit now, so it does not appear possible to accomplish PR 16-60 for electricity and water nor PR 18-60 for a temporary control tower from O&MA funds in FY 1960.

It is possible that some of the other support facilities (oil storage, PCL storage and dispensing facilities, operations building, fire station, and small control tower) might be accomplished if the funded costs added to those already spent do not exceed the \$25,000 limitation. Providing telephones as a communications item would not count against the limitation.

We are awaiting receipt of your project to provide a building for the Aerial Detachment and will take expeditious action on it when received.

Sincerely,

*James C. Pennington*

JAMES C. PENNINGTON  
Colonel, QMC  
Chief, Installations Division

*on copy  
Thermon for  
Mr. Kelly, S&D,  
is in file  
"Original to C/S  
- WRR  
ww"*

EXHIBIT 23.—LOCAL PURCHASE REQUEST NO. 1900 FROM THE POST ENGINEER, FORT LEE, VA., TO THE PURCHASING AND CONTRACTING OFFICER, MAY 13, 1959.

LOCAL PURCHASE REQUEST		No. 1900	R.			
TO: Purchasing & Contracting Officer, Fort Lee, Virginia. S 44-055		Date 13 May 1959	FA. MAY 20 1959			
THRU: P & A Division Bldg. T-5216		Continuation Sheets Attached;	RWF. (initials)			
FROM: Post Engineer Bldg. T-6205		Required Date: On or before 30 June 1959	Contract or P/O No.:			
Request the following be purchased and, shipped		Est. \$ 4,988.00	Form No.			
To: Wase. T-6208.		Marked For: Roads & Grounds.				
No.	Description	Quantity	Unit	Price	Extension	
1.	Crushed Stone, 2" Crusher Run.	2,150	Ton	2.40	5,160.00	
<p>NOTE: To be delivered to Fort Lee, Va. Government will be responsible for unloading, if material is delivered by rail.</p> <p>To be delivered on or before 30 June 1959 as called for by the Post Engineer, either in whole or in part, but not in less than carload lots.</p> <p><i>William D. Kim-44-055-54-107 1 cc B. M. EST 3 June 1959</i></p>						
Required For:		Initiating Officer:				
Maintenance of Roads.		WILLIAM H. JARRETT Lt. Colonel CE Post Engineer				
Local Purchase Authorized By:		Accountable Officer:				
AR 420-30 Funds F2100-08 9030.1460		HIRAM W. FUSSELL Accountable Officer				
Category or SOA						
I certify that the items listed hereon are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and that funds therefor have been committed.						
Appropriation Data and Date of Commitment:		Fiscal Officer				
MAY 2 2 1959		For H. R. TATES, Major, FC Finance and Accounting Officer				
2192020 07-4013 F2100-08 S44-055 (9030.1460)						
Approval by Commanding Officer or his Designee						
Date	Name & Grade	W. R. HIDLERSBERG Colonel, GS AC of S. G-4		Signature		
MAY 13 1959				<i>(Signature)</i>		

EXHIBIT 24.—LOCAL PURCHASE REQUEST NO. 2005 FROM THE POST ENGINEER, FORT LEE, VA., TO THE PURCHASING AND CONTRACTING OFFICER, MAY 22, 1959.

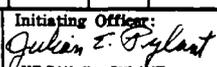
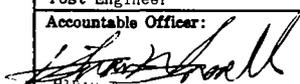
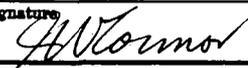
<b>LOCAL PURCHASE REQUES.</b>		No. 2005		R. <i>24</i>	
TO: Purchasing & Contracting Officer, Fort Lee, Virginia. S 44-055		Date 22 May 1959		FA. <i>24</i>	
THRU: F & A Division Bldg. T-5216		Continuation Sheets Attached;		RwF. <i>24</i>	
FROM: Post Engineer Bldg. T-6205		Required Date: <b>Ninety (90) days from date of award of contract.</b>		Contract or P/O No.:	
Request the following be purchased and, shipped		Est. \$ <b>7,200.00</b> <i>7215</i>		Form No.	
To: -----		Marked For: <b>Fort Lee, Virginia.</b>			
No.	Description	Quantity	Unit	Price	Extension
	Request contract be let to furnish all plant, labor, equipment, supplies and materials and to perform all operations in connection with the supply of One Thousand and Thirty (1030) Tons of bituminous plant mix in accordance with the attached specifications.				<i>7215.00</i> <b>\$7,200.00</b>
	COMPLETION DATE: Ninety (90) days from date of award of contract.				
	NOTE: Twenty (20) Copies of Specifications Attached.				
<b>SUPPLY CONTRACT</b>					
Required For:  Improvements to Landing Strip.		Initiating Officer: <i>William H. Jarrett</i> WILLIAM H. JARRETTE Lt. Colonel CE Post Engineer			
Local Purchase Authorized By:  AR 420-30 Funds P2100-07 9030.1600		Accountable Officer: <i>Pam W. Fusell</i> PAM W. FUSSELL Accounting Officer			
Category or SOA		Fiscal Officer: <i>Eleanore S. Yates</i> ELEANORE S. YATES, Major, FC Finance and Accounting Officer			
I certify that the items listed hereon are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and that funds therefor have been committed.		Appropriation Data and Date of Commitment: <b>JUN 3 1959</b>			
2192020 07-4013 P2100-07 S44-055 (9030.1600)					
Approval by Commanding Officer or his Designee					
Date <i>20 May 59</i>	Name & Grade W. R. RIMBAGE S C of 9 6.	Signature <i>W. R. Rimage</i>			



EXHIBIT 26.—LOCAL PURCHASE REQUEST NO. 2107-M FROM THE POST ENGINEER, FORT LEE, VA., TO THE PURCHASING AND CONTRACTING OFFICER, JUNE 5, 1959.

<b>LOCAL PURCHASE REQUEST</b>		No. 2107-M	R.		
TO: Purchasing & Contracting Officer, Fort Lee, Virginia. S 44-055		Date 5 June 1959	FA. JUN 8 1959		
THRU: F & A Division Bldg. T-5216		Continuation Sheets Attached:	RwF. JUN 10 1959		
FROM: Post Engineer Bldg. T-6205		Required Date: 5 July 1959	Contract or P/O No.:		
Request the following be purchased and, shipped		Est. \$ 13,200.00	Form No.		
Marked For: Fort Lee, Virginia.					
No.	Description	Quantity	Unit	Price	Extension
1.	Stone, Crushed, 2" Crusher Run.	3,000	ton		
2.	Stone, Crushed, 1" Crusher Run.	2,500	ton		
<p>NOTE: To be delivered to Fort Lee, Virginia. Government will be responsible for unloading if material is delivered by rail.</p> <p>To be delivered on or before 30 July 1959 as called for by the Post Engineer, either in whole or in part, but not in less than carload lots.</p> <p style="text-align: right;"><i>\$ 12,595.00</i></p> <p style="text-align: right;"><i>June 4, No. 44-055-59-148 1:00 PM EST - 24 June 59</i></p>					
Required For:  A C of S, G-4. (MOBEX)		Initiating Officer: <i>For [Signature]</i> WILLIAM H. JARRETT Lt. Colonel CE Post Engineer			
Local Purchase Authorized By:  P-2010.3213		Accountable Officer: <i>[Signature]</i> HIRAM W. FUSSELL Accountable Officer			
Category or SOA		Fiscal Officer: <i>[Signature]</i> For H. P. YATES, Major, FC Finance and Accounting Officer			
<p><del>Transfer of</del> the items listed hereon are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and that funds therefor have been committed.</p> <p>Appropriation Data and Date of Commitment: JUN 10 1959</p> <p><del>2192020 07-4013 P2000-08544-055 (2010.3213)</del></p>					
Approval by Commanding Officer or his Designee					
Date JUN 8 1959	Name & Grade M. R. [Signature] Colonel. AC of S. G-4	GS	Signature <i>[Signature]</i>		

EXHIBIT 27.—LOCAL PURCHASE REQUEST NO. 92-G FROM THE POST ENGINEER, FORT LEE, VA., TO THE PURCHASING AND CONTRACTING OFFICER, JULY 24, 1959.

<b>LOCAL PURCHASE REQUEST</b>		No. 92-G	R. JUL 24 1959		
TO: Purchasing & Contracting Officer, Fort Lee, Virginia. S 44-055		Date 24 July 1959	FA. JUL 29 1959		
THRU: F & A Division Bldg. T-5216		Continuation Sheets Attached;	RwF. JUL 31 1959		
FROM: Post Engineer Bldg. T-6205		Required Date: On or Before 14 August 1959	Contract or P/O No.:		
Request the following be purchased and, shipped		Est. \$ 6,000.00	Form No.		
To: -----		Marked For: Roads and Grounds.			
No.	Description	Quantity	Unit	Price	Extension
1.	Stone, <del>Crushed</del> , Crushed, 2" Crusher Run.	1130 <del>870</del>	Ton		
2.	Stone, <del>Crushed</del> , Crushed, 1" Crusher Run.	1730 <del>810</del>	Ton		
<p>NOTE: To be delivered to Fort Lee, Virginia. Government will be responsible for unloading if material is delivered by rail.</p> <p>To be delivered on or before 7 August 1959 as called for by the Post Engineer either in whole, or in part, but not in less than carload lots.</p>					
Required For:		Initiating Officer:			
R & U Maintenance For Maintenance of Roads in training areas.		 JULIAN E. PYLANT Lt. Colonel CE Post Engineer			
Local Purchase Authorized By:		Accountable Officer:			
AR 420-30 Funds P2100-08 9030.1441		 HIRAM E. YATES Accountable Officer			
Category or SOA		CANCELLED the items listed hereon are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and that funds therefor have been committed.			
Appropriation Data and Date of Commitment: JUL 29 1959		Fiscal Officer			
2102020 07-607 P2100-08 S44-055 (9030.1441)		For H. F. YATES, Major, FC Finance and Accounting Officer			
SUBJECT TO THE AVAILABILITY OF FUNDS					
Approval by Commanding Officer or his Designee					
Date	Name & Grade	Signature			
JUL 27 1959	J. W. CONNOR, Colonel, GS AC of S. G4				

*clerk. Lt. Col. M. 44-055-60-2  
16:30 R 177 EST-  
6 August '59*

EXHIBIT 28.—LOCAL PURCHASE REQUEST NO. 111 FROM THE POST ENGINEER, FORT LEE, VA., TO THE PURCHASING AND CONTRACTING OFFICER, JULY 29, 1959.

<b>LOCAL PURCHASE REQUEST</b>		No. 111	R. JUL 30 ✓		
TO: Purchasing & Contracting Officer, Fort Lee, Virginia. S 44-055		Date 29 July 1959	FA. AUG 1 1959 ✓		
THRU: F & A Division Bldg. T-5216		Continuation Sheets Attached;	RwF. JUL 29 ✓		
FROM: Post Engineer Bldg. T-6205		Required Date: Ten (10) days from date of award of contract.	Contract or P/O No.:		
Request the following be purchased and, shipped		Est. \$ 5,000.00	Form No.		
To: -----		Marked For: Fort Lee, Virginia.			
No.	Description	Quantity	Unit	Price	Extension
	Request contract be let to furnish all plant, labor, equipment, supplies and materials and to perform all operations in connection with the bituminous paving of the Aircraft parking apron at the Fort Lee Army Airfield in accordance with the attached description of work.				3750.00 \$5,000.00
	COMPLETION DATE: Ten (10) days from date of award of contract.				
	NOTE: Twenty (20) Copies of Specifications Attached.				
Required For:  R & U Maintenance.		Initiating Officer: Julian E. Pylant JULIAN E. PYLANT Lt. Colonel CE Post Engineer			
Local Purchase Authorized By:  AR 420-30 Funds P2100-07 9030.1400		Accountable Officer:  HIRAM W. FUSSELL Accountable Officer			
Category or SOA		Fiscal Officer Suzanne P. Ryan FOR H. F. YATES, Major, FC Finance and Accounting Officer			
<p><b>WARNING</b> The items listed hereon are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and that funds therefor have been committed.</p> <p>Appropriation Data and Date of Commitment:</p> <p>2102020 07-6007 P2100-07 S44-055 AUG 12 1959 (9030.1400)</p>					
Approval by Commanding Officer or his Designee					
Date	Name & Grade	Signature			
JUL 29 1959	J. W. CONNOR, Colonel, GS AC of S, G4	J. W. Connor			

*Answer to QM-44-055-60-10  
10:30 - 25 Aug.*

EXHIBIT 29.—PURCHASE REQUEST SIGNED BY MAJ. THOMAS S. SWARTZ, ASSISTANT POST ENGINEER, FORT LEE, VA., FOR 2,150 TONS OF CRUSHED STONE.

Est. Cost. \$988.

Purchase Request

2,150 Tons

Crushed Stone, 2 inch ~~Crusher Run~~  
CRUSHER RUN

To be delivered to Fort Lee. Government will be responsible for unloading, if material is delivered by rail.

For maintenance of roads

90301460

Accountable Office

6.8  
14 p

Mr. Russell - I would like a copy of the PR. The order will be followed by additional orders and I will have to keep a record of them. Actually, although changed to road maintenance, this material will be used on the Airfield.

Major Thomas Swartz  
Assistant Post Engineer

EXHIBIT 30.—LOCAL PURCHASE REQUEST NO. 2069 FROM THE POST ENGINEER, FORT LEE, VA., TO THE PURCHASING AND CONTRACTING OFFICER, JUNE 3, 1959.

<b>LOCAL PURCHASE REQU.</b>		No. 2069	R. JUN ✓		
TO: Purchasing & Contracting Officer, Fort Lee, Virginia. S 44-065		Date 3 June 1959	FA. " ✓		
THRU: F & A Division Bldg. T-5216		Continuation Sheets Attached;	RwF. JUN 10 1959		
FROM: Post Engineer Bldg. T-6205		Required Date: 90 days from date of award of contract.	Contract or P/O No.:		
Request the following be purchased and, shipped		Est. \$ 26,096.00	Form No.		
To: _____		Marked 78. For: Fort Lee, Virginia.			
No.	Description	Quantity	Unit	Price	Extension
	Request contract be let to furnish all plant, labor, equipment, supplies and materials, and to perform all operations in connection with furnishing all components required to construct a prefabricated hangar-type Metal Building in strict accordance with specifications and drawings.				14,810.00 \$26,096.00
NOTE : Thirty-Five (35) Copies of Specifications Attached.					
Thirty-Five (35) Sets of Drawings Attached.					
COMPLETION DATE : Ninety (90) days from date of award of contract.					
<i>now file (M-46-135-57-1114 11:00 AM 857) 19 June 1959</i>					
Required For:  FR 72-59		Initiating Officer: <i>W. R. Ridgeway</i> WILLIAM H. WARRETT Lt. Col. CE Post Eng.			
Local Purchase Authorized By:  P-2000 20-10.4300 Aerial Detachment.		Accountable Officer: <i>H. W. Fussell</i> HIRAM W. FUSSELL Accountable Officer			
Category or SOA		Fiscal Officer: <i>H. P. Yates</i> For H. P. YATES, Major, FC Finance and Accounting Office			
<p><del>EXEMPT</del> the items listed hereon are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and that funds therefor have been committed.</p> <p>Appropriation Data and Date of Commitment: JUN 10 1959</p> <p>2192020 07-4013 P2000-07 544-055 (210. 4300)</p>					
Approval by Commanding Officer or his Designee					
Date	Name & Grade	Signature			
3 June 59	W. R. RIDGEBUR, Colonel, GS AC of R. G4	<i>W. R. Ridgeway</i>			

EXHIBIT 31.—LOCAL PURCHASE REQUEST NO. 2274 FROM THE POST ENGINEER, FORT LEE, VA., TO THE PURCHASING AND CONTRACTING OFFICER, JUNE 25, 1959.

LOCAL PURCHASE REQUEST		No. 2274	K.		
TO: Purchasing & Contracting Officer, Fort Lee, Virginia. S 44-055		Date 25 June 1959	FA.		
THRU: F & A Division Bldg. T-5216		Continuation Sheets Attached;	RwF.		
FROM: Post Engineer Bldg. T-6205		Required Date: Fifteen (15) days from date of notice to proceed.	Contract or P/O No.: <u>III 79</u>		
Request the following be purchased and, shipped		Est. \$1,995.00	Form No. <u>0507</u>		
To: -----		Marked For: Fort Lee, Virginia.			
No.	Description	Quantity	Unit	Price	Extension
1.	<p>SERVICES: Non-Personal. To furnish all labor, equipment and supervision required for the erection of all steel framing members, of a prefabricated, 80' x 80' hangar-type metal building located on air strip, Fort Lee, Va.</p> <p><del>Building materials to be furnished by the Government.</del></p> <p><i>NOTE: Steel framing will be located on air strip.</i></p> <p>COMPLETION DATE: Fifteen (15) days from date of notice to proceed.</p>			\$1,995.00	1666.00
<p><i>Elfvick Construction Co.</i> 1201 Laurel Lane Bayside, Va.</p> <p><i>Fort Lee</i> <i>See wit</i></p> <p><i>NOT: Contractor will complete the work within 2 weeks after notice to proceed</i></p>					
Required For:  FR. 72-59		Initiating Officer: <i>J. E. Pylant</i> JULIAN E. PYLANT Lt. Col. CE Post Engineer			
Local Purchase Authorized By:  P-2000 (20-10.4300) Aerial Detachment		Accountable Officer:  HIRAM W. FUSSELL Accountable Officer			
Category or SOA		Fiscal Officer: <i>Glenaline S. Yates</i> Glenaline S. YATES, Major, FC Finance and Accounting Officer			
<p><b>DISBURSEMENT</b> the items listed hereon are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and that funds therefor have been committed.</p> <p>Appropriation Data and Date of Commitment: JUL 1 1959</p> <p>SUBJECT TO THE AVAILABILITY OF FUNDS</p>		<p>2Y 2020 07-6007 REB00- 844-055 (2010.4300)</p>			
Date 25 June 1959		Signature <i>W. R. Ridlehuber</i> W. R. RIDLEHUBER, Colonel GS			

EXHIBIT 32.—LOCAL PURCHASE REQUEST NO. 165 FROM THE POST ENGINEER, FORT LEE, VA., TO THE PURCHASING AND CONTRACTING OFFICER, AUGUST 10, 1959.

<b>LOCAL PURCHASE REQUEST</b>		No. 165	R. AUG 1 1959		
TO: Purchasing & Contracting Officer, Fort Lee, Virginia. S 44-055		Date 10 August 1959	FA. AUG 2 09		
THRU: F & A Division Bldg. T-5216		Continuation Sheets Attached;	RwF. AUG 24 22		
FROM: Post Engineer Bldg. T-6205		Required Date: IMMEDIATELY	Contract or P/O No.: 1513		
Request the following be purchased and, shipped		Est. \$1,045.00 <i>954.15</i>	Form No.		
To: Warehouse T-6208.		Marked For: Aerial Detachment.			
No.	Description	Quantity	Unit	Price	Extension
1.	Preformetal reinforcing bars as indicated on attached drawings. (Note that 300 feet of straight bars are also required. See note on drawings).	243	Bars	67	76.05
2.	Premolded joint filler strips, 3/8" x 8".	500	Linear Feet	"	67.10
3.	Wire reinforcing mesh, 6 x 6 x 6/6.	13,800	S/FT	"	772.00
4.	Wire mesh (1/2")	300	FT	"	30.00
					954.15
NOTE: Five (5) Drawings Attached.					
<p>Form # <u>1150</u>                  Terms: <u>Net</u>                  Deliv: <u>10 Aug 1959</u>                  FOB: <u>See</u>                  Quote: <u>10 Aug</u>                  Buyer: <u>[Signature]</u>                  WILLIAM C. GIBBS, Jr.                  Purchasing Agent</p>					
Required For: <i>2000 award made on delivery date due to steel strike</i> PR - 42-59.		Initiating Officer: <i>Julian E. Pylant</i> JULIAN E. PYLANT Lt. Colonel CE Post Engineer			
Local Purchase Authorized By:  P-2000 - (20-10.4300) Aerial Detachment		Accountable Officer: <i>Hiram W. Fussell</i> HIRAM W. FUSSELL Accountable Officer			
Category or SOA		Fiscal Officer			
<p><b>WARNING:</b> the items listed hereon are properly chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof, and that funds therefor have been committed.</p> <p>Appropriation Data and Date of Commitment: AUG 24 1959</p>					
210200 07-6007P2100-08 S44-055 (2010.4300)		For H: <i>[Signature]</i> <b>MAJOR, FC</b> Finance and Accounting Officer			
Approval by Commanding Officer or his Designee					
Date	Name & Grade	Signature			
AUG 11 1959	J. W. CONNOR, Colonel, GS AC of S. G4	<i>[Signature]</i>			

EXHIBIT 33.—MEMORANDUM FROM LT. COL. JULIAN E. PYLANT, POST ENGINEER,  
FORT LEE, VA., TO MAJ. THOMAS S. SWARTZ, JULY 24, 1959.

QMTC

Fort Lee Army Airfield

AC of S, G-4  
T-8000

Post Engineer  
T-6205

24 July 1959  
Major Swartz/fc/984

1. Attached hereto, are purchase requests for material required to complete the construction of the airfield facilities by Co. A, 87th Engineer Battalion (Construction).

2. Company A is scheduled to return to Fort Belvoir on 1 September 1959. In order to accomplish the return move, the unit must quit the job site and cease operations no later than 21 August. Any work not completed at that time, will have to be resumed by local forces. If the crushed stone requested on PR 92-G is not made available beginning 10 August 1959, the access road, aircraft parking apron, and the taxiway cannot be completed by Company A, and although a paved runway will be installed, it will not be usable without the remaining facilities.

3. The completion of these facilities is not within the capability of this office. When considered along with other priority projects underway or soon to be started. The advent of winter will seriously affect work-in-place which has not been completed. It is for these reasons, as well as the urgent need for the airfield, that the attached requests should be given every consideration for approval and immediate action.

JULIAN E. PYLANT, Lt. Colonel  
Post Engineer CE

EXHIBIT 34.—MEMORANDUM FROM COL. J. W. CONNOR, ACTING CHIEF OF STAFF, G-4, TO THE POST ENGINEER RE FORT LEE ARMY AIRSTRIP, JULY 28, 1959.

QMISD-F (24 Jul 59)

SUBJECT: Fort Lee Army Airfield *Air Strip*

TO: Post Engineer  
T-6205

FROM: AC of S, G-4  
T-8000

DATE: 28 Jul 59 COMMENT 2  
Lt Col Jarrett/jch/478

1. After discussion between yourself, Maj Swartz, and Lt Col Jarrett, 27 July, you determined that it would be best to procure total stone in one action, and due to dollar value of paving, (in excess of \$5,000) divide this work into two increments.

2. P/R for stone was forwarded to P&C this date, and the P/Rs on paving will be approved upon receipt in this office.

3. These funds are and will be utilized from your normal operating funds for maintenance.

J. W. CONNOR, Colonel, GS  
AC of S, G-4

PJS  
Exec

JCH  
C/Fac

DMc  
A/C/F



<u>D.O. Voucher</u>	<u>Date</u>	<u>Bureau Voucher No.</u>	<u>Amount</u>	<u>Payee</u>
300607	8/6/59	44-055-QM-516	\$1,255.37	Trego Stone Corp. Roanoke, Va. Cont. DA44-055-QM-516
302196	10/15/59	44-055-QM-541	7,210.00	Short Paving Co., Inc. Petersburg, Va. Cont. DA44-055-QM-541
301838	10/1/59	44-055-QM-544	4,296.00	Short Paving Co., Inc. Petersburg, Va. Cont. DA44-055-QM-544
300602	8/6/59	44-055-QM-557	4,888.45	Superior Stone Company Raleigh, N. C. Cont. DA44-055-QM-557
301600	9/21/59	44-055-QM-557	7,523.04	Superior Stone Company Raleigh, N. C. Cont. DA44-055-QM-557
301506	9/17/59	44-055-QM-581	5,936.59	Trego Stone Corp. Roanoke, Va. Cont. DA44-055-QM-581
301845	10/1/59	44-055-QM-584	3,260.00	Short Paving Co., Inc. Petersburg, Va. Cont. DA44-055-QM-584
301982	10/7/59	44-055-QM-594	3,750.00	Short Paving Co., Inc. Petersburg, Va. Cont. DA44-055-QM-594
			<u>\$38,119.45</u>	

Standard Form No. 100-20-2  
 Form prescribed by  
 Comptroller General, U. S.  
 June 16, 1944  
 Gen. Inv. No. 16

UNITED STATES  
 GENERAL ACCOUNTING OFFICE  
 NOTICE OF EXCEPTION

No. 100-2  
 Date September 14, 1959  
 Code 10-21

To: Wilson, Lt. Col. S. T.  
 Dist. Officer  
 Cert. Officer  
 Dept. & Bu. Army-Quartermaster Training Command  
 Activity Fort Lee, Virginia

Disbursing Officer  
 Sym. 6380 C  
 D. O. Vou. No. 124384  
 Bu. Vou. No. -  
 Period December 14, 1959

Credit for \$3,484.80 paid to Trans. Div. Finance Ctr., Ft. Benj. Harrison, Ind. will be withheld or a charge will be raised in your next statement of settlement for the reason stated below unless a satisfactory explanation is promptly made or the amount deposited:

Expenditures for freight on pierced steel planking (airfield matting) used in the construction of the Army Airfield at Ft. Lee, Virginia in excess of a statutory limitation of \$25,000 for such construction as imposed by Public Law 968, Section 408(b), 84th Congress. The \$3,484.80 represents one D. O. voucher paid by Lt. Col. S. T. Wilson in excess of the limitation.

sch. X CEM Comptroller General of the United States

MAIL REPLY TO:

U. S. GENERAL ACCOUNTING OFFICE  
 REGIONAL OFFICE  
 216 WEST BRAMBLETON AVENUE  
 NORFOLK 10, VIRGINIA

REPLY TO EXCEPTION

Headquarters, QM Training Command, US Army,  
 Finance & Accounting Div., Ft. Lee, Va., 10 Nov 60

1. That portion of the payment made on the voucher to which exception is taken pertained to freight charges for pierced steel planking (airfield matting), and was in no way whatsoever identified to this office as to its use in connection with a construction project subject to a statutory limitation.

2. Request removal of this exception based on the information furnished above.

SAM T. WILSON  
 Lt. Colonel, FC  
 Chief, Finance & Accounting Division

CODE	AMOUNT

Administratively verified by \_\_\_\_\_  
 Title \_\_\_\_\_

I certify the foregoing explanation to be true and correct to the best of my knowledge and belief.

Date \_\_\_\_\_, 19\_\_\_\_

(Disbursing or Certifying Officer)

Incl 1

## EXHIBIT 36.—SUMMARY OF SPECIAL AUDIT REPORT ON THE CONSTRUCTION OF AN AIRFIELD AT THE U. S. ARMY QUARTERMASTER TRAINING COMMAND, FORT LEE, VA.

FOR OFFICIAL USE ONLY

SUMMARY OF  
SPECIAL AUDIT REPORT  
ON THE CONSTRUCTION OF AN AIRFIELD AT THE  
U. S. ARMY QUARTERMASTER TRAINING COMMAND  
FORT LEE, VIRGINIA

A special audit was made by the U. S. Army Audit Agency, at the direction of the Secretary of the Army, to develop the facts and circumstances surrounding the construction of an airfield at the Quartermaster Training Command (QBTC), Fort Lee, Virginia. The General Accounting Office in a draft report entitled Review of Programming and Financing of Selected Facilities Constructed at Army, Navy and Air Force Installations, dated July 1960, stated that in constructing this airfield, the Army exceeded the limitation on construction imposed by Section 2674 of Title 10, U. S. Code, and that this action resulted in a violation of Section 3679 of the Revised Statutes.

The audit established that (1) an all weather airfield which had been proposed and requested for authorization as a single project, to be financed from Military Construction, Army (MCA) funds, was subsequently split into several subprojects which individually fell within the \$25,000 limitation established by 10 USC 2674 for financing construction with O&M,A funds; (2) in the approval process, the funded cost estimate for the most important of these project estimates was revised downward to below \$25,000 while at the same time the scope of work was substantially increased; (3) the funded costs of this project exceeded \$25,000 and the costs were in part charged to wrong accounts so that costs of less than \$25,000 were shown; and (4) the airfield which has cost about \$586,000 to date in funded and unfunded costs would cost an estimated additional \$1.1 million to complete as an all-weather airfield, but would still not meet Army standards because of its obstructed location.

Documentation in the files shows that the necessity of the airfield for the accomplishment of the mission of Fort Lee and QBTC was questioned by the installation G-3.

An all-weather airfield estimated to cost about \$1 million was proposed as a military construction project (MCA) but was disapproved by DCSLOG. Subsequently, this project was subdivided into smaller projects each estimated to cost less than \$25,000 and approved within the Quartermaster Corps. The first O&M,A financed project to be approved and on which the violation subsequently occurred was the construction of a parking apron, taxiway, access road and a 2500 foot section of an ultimately intended 3000 foot airstrip with essential ground airport facilities for an all-weather airfield. Other O&M,A financed projects were approved, some of which have been completed and others on which work has been stopped.

The estimated costs for the first O&M,A financed project for the parking apron, taxiway, access road and 2500 foot section of the airstrip were materially understated. The project was originally proposed by QBTC to OQMG as a

1500 foot airstrip to cost about \$110,000 with a funded cost of about \$37,000. OQMG returned the proposal to QMTC stating that if the project could be increased in size and the funded costs reduced to less than \$25,000, the project could be resubmitted. The resubmitted and subsequently approved project was for a thicker and longer airstrip estimated to cost about \$141,000 with funded costs of less than \$25,000. To date, about \$586,000 has been spent on the airfield, of which \$87,762 were funded costs. About \$25,000 would be required to complete the visual noninstrument airfield, but even this expenditure will not result in completing the intended all-weather airfield. To complete the airfield as originally intended would cost about \$1.1 million in addition to the \$586,000.

The airfield cannot be completed as an all-weather field in accordance with the Army's own standards without obtaining waivers because of numerous obstructions near the location of the airfield which for all practical purposes are immovable. Representatives of the Quartermaster Corps were aware of the obstructions and, after the work was started, requested waivers through OQMG. The request was denied by the Office of the Deputy Chief of Staff for Operations. Despite the denial, work continued at Fort Lee. Some of the costs related to the airstrip were charged to other projects or classifications, and some documents were destroyed.

The troops used to construct the airfield at Fort Lee were Engineer troops from Fort Belvoir working under an approved troop training program authorized by the Chief of Engineers. However, in this case, QMTC used about \$137,000 of O&M,A funds from their funding program which they classified as "unfunded" for limitation purposes since the costs were incurred in connection with the use of the Engineer troops. Of this total, \$84,121 was expended by QMTC from O&M,A funds to pay per diem and to transport the troops and equipment from Fort Belvoir to Fort Lee. The balance of \$52,879 was used to provide materials and supplies, other than subsistence, for the troops. This last category of O&M,A expenditures included such items as petroleum products for the Government-owned vehicles being used on the construction project and maintenance to these vehicles.

Comments made by The Quartermaster General and appended to the audit report are extracted as follows:

"I do not disagree with the general observations in the report that there were serious derelictions involved in the construction at Fort Lee. It is quite apparent that certain individuals were overzealous in their efforts to get the work done and that some of their actions were imprudent and inexcusable. The fact that the proposed airstrip project was turned down as an MCA project, however, was not a determination that there was no need for more-suitable landing facilities at Fort Lee. I do not consider it improper for Fort Lee personnel to have searched about for other lawful means to accomplish the goal. Since the work-sheets for the original estimate for the airstrip have been destroyed, I have been unable to verify whether or not the estimate was realistic. Looking at it now, the best comment I can make is that it was a most optimistic estimate. Certainly, the unforeseen difficulties aggravated the situation. When subsequent developments

made it obvious that the funded limitation could not be maintained, work should have been halted until proper approval and funds were obtained. To attempt to cover up the overexpenditure by improper costing was grossly improper. There is no excuse for such action.

"The improper costing of items used on the airstrip project has cast its cloud over the other work accomplished at Fort Lee, viz., the hangar project; the projects for support facilities; and the project for the drainage system. Quartermaster Corps personnel interpreted existing Army Regulations as permitting the subdivision into small projects, provided the projects met the criteria in AR 420-10. The regulations are subject to that interpretation.

"The position of the Army Audit Agency that O&M,A funds expended by QMTC in direct support of Engineer troop used on the construction project should be charged as funded costs to the project is not clear cut. The POL would have been used irrespective of where the training took place. The troop movement itself was an integral aspect of the training. If the funds had been transferred to the Corps of Engineers and expended by Engineers to support their own troops on a training project, the question would not even be debatable. Since the funds could be budgeted at the Department of Army level to the Corps of Engineers for supporting this approved training project, I don't believe that the direct expenditure by QMTC in this case is of any significance."

EXHIBIT 37.—SUMMARY OF PERTINENT FACTS, QUARTERMASTER CORPS INSPECTOR GENERAL'S "REPORT OF INVESTIGATION RE CONSTRUCTION OF AIRFIELD AT FORT LEE VIRGINIA."

SUMMARY OF PERTINENT FACTS  
Quartermaster Corps Inspector General's  
"Report of Investigation re  
Construction of Airfield at Fort Lee, Virginia"

1. In August 1957, Major Thomas S. Swartz, Assistant Post Engineer for Engineering, prepared estimates of construction costs for an airfield at Fort Lee pursuant to the direction of Lieutenant Colonel William H. Jarrett, then Post Engineer. The proposed project, identified as Post Request No. 10-57, was submitted to the Office of The Quartermaster General at an estimated cost of \$110,095, with a fund requirement of \$37,009. According to Major Swartz, the project was returned for revision to increase the length and thickness of the runway and for reduction of the funded cost to under \$25,000, "if that could be done."

2. By letter of 6 November 1957, Post Request No. 10-57 (Revised) was submitted to the Office of The Quartermaster General for approval. In this submission it was recommended that the project be assigned to an Engineer Construction Group or unit as mission-type training for the development of detailed plans and specifications and for the accomplishment of so much work as could be possible at an "out-of-pocket" obligation cost not to exceed \$25,000 during FY 1958. It was further stated that "funds have been programmed for this project." Major Swartz understood "out-of-pocket" costs to mean that payment was to be made from Maintenance and Operation funds for supplies or materials not otherwise available. The Chief, Installations Division, Office of The Quartermaster General, on 8 November 1957, informed the Chief of Engineers that funds would be available to provide the mission-type training. On 25 November 1957, the Chief of Engineers approved Post Request No. 10-57 as a troop training project at a total estimated cost of \$141,537 and a total expenditure of Operation and Maintenance funds not to exceed \$24,948 for supplies and indirect costs. Such approval was conditioned on observance of requirements relating to the utilization of personnel and the observance of certain construction criteria, particularly those contained in Engineer Manual 1110-3-311, dated 15 June 1957, including the maintenance of all prescribed clearances for structures or other obstructions during present or future stages of construction. Approval was given by the Chief, Installations Division, Office of The Quartermaster General, subject to the same conditions, on 27 November 1957.

3. On 21 January 1958, a conference was held between officers representing the 79th Engineer Group (Construction) and, among others, Major Swartz and Colonel Walter R. Riddlehuber, then AC of S, G-4, concerning locally available materials. According to a memorandum for record prepared by the Engineer officers, Colonel Riddlehuber and Major Swartz indicated that "Fort Lee is just about out of borrow material, with the

exception of that area adjacent to the airstrip. If this material does not meet your requirements, we must make arrangements for purchase." They also indicated that no materials were on hand or ordered for this project. The information in the Memorandum for Record contradicts the testimony of Major Swartz at the Inspector General investigation to the effect that when the 79th Engineer Group made their initial soil analysis early in 1958, they indicated that they had found sources of suitable material at Fort Lee. However, as a result of tests made by the Norfolk District Engineer, the local material intended to be employed was found unsuitable (the date of this test does not appear).

4. The work consisted of constructing a landing strip, 75' x 2500' with overruns, paved taxiways, parking apron and a 545' paved access road. Throughout the width of these it was necessary to remove three to four feet of organic material and replace this with fill on which a base course of 2" bituminous pavement was laid. Company A, 87th Engineer Battalion, Fort Belvoir, worked on the airfield from March until December 1958. Major Swartz testified during the Inspector General investigation that the unit returned on or about 5 May 1959 and worked for 150 days. The Chief of Engineers approved the continuation of the project during the period 4 May to 15 August 1959. Major Swartz and Lieutenant Colonel Jarrett stated that notice was received in late July that the Engineer unit was going to be "withdrawn."

5. The Engineering Unit had indicated in the spring of 1958 that it had the capability of laying asphalt. On 29 January 1959, Fort Lee was notified that the unit no longer had such capability. This was cited by Lieutenant Colonel Jarrett and Major Swartz as having increased the costs. Other arrangements had to be made with a contractor. No asphalt work was accomplished before Colonel Kiddlehuber left Fort Lee. Lieutenant Colonel Jarrett described this as making "an expenditure that was forced on the command" in order to save work already accomplished. By Purchase Requests 2005 and 2006, made on 22 May 1959, \$11,506 was spent on hot plant mix and services to lay the mix. In July 1959, Purchase Requests 110 and 111 were approved totalling \$7,010.00. Purchase Request 111, for the services to pave the apron, and Purchase Requests 2005 and 2006 were not costed to the airfield project. These costs had not been included in the project estimate as "out-of-pocket" costs. It was certified on the Material Inspection and Receiving Report (DA Form 250) by Mr. Arthur A. Siagle, Maintenance Foreman, that the hot plant mix purchased under Purchase Request 2005 would be used for the maintenance of roads, walks, and parking lots. He maintained that 113.43 tons had been so used, but did not know as to the use of 916.57 tons.

6. In April 1959, 1,049.05 tons of crushed stone were purchased for \$2,832.44. In May, June and July of 1959, 10,374 tons of crushed stone costing 23,887 were purchased, used on the airfield, but not costed to

the project. The cost of crushed stone had not been included in the project estimate as "out-of-pocket" costs. Colonel Ridlehuber contended that to the best of his recollection he did not issue instructions not to code it to the project. He contended that he instructed that the cost of crushed stone and the metal building be assigned to Project 72-59. There was no item for stone included in the estimate for Project 72-59, the metal hangar building, which estimate amounted to \$21,786. Colonel James W. Connor, who became AC of S, G-4, on or about 7 July 1959, denied issuing such instructions, but conceded that he may have issued instructions to "proceed with the work." According to Lieutenant Colonel Jarrett, material such as crushed stone was taken from stockpiles and used on the airfield and stocks were later replenished without charging the project. On 5 June 1959, when Purchase Request 2107-41 covering 5,539 tons of crushed stone, which cost \$12,686, was initiated by Major Arthur J. Buechler and approved by Colonel Ridlehuber, MOBEX (Mobilization Exercise) funds were cited thereon. Major Swartz maintained he was following instructions from Colonel Ridlehuber in citing these funds and when Colonel Ridlehuber was shown a copy of this Purchase Request (at the investigation) he claimed he did not recall MOBEX - "Why the MOBEX is there slips my memory right now."

7. Major Swartz was reasonably certain and fully aware from the start that the finally approved design could not be constructed for less than \$25,000 and for the estimated cost unless materials for the sub-base could be obtained at Fort Lee. He made known his belief on several occasions to his superiors. Lieutenant Colonel Jarrett maintains that he informed the Office of The Quartermaster General that the airfield could not be constructed for the funded costs contained in the original Project 10-57. Mr. MacDonald, Installations Division, Office of The Quartermaster General, maintains that Lieutenant Colonel Jarrett told him many times that the airfield would not exceed \$25,000 in funded costs. Mr. MacDonald believed the project could be built for less than the funded costs. Colonel Ridlehuber stated that the cost limitation was approximated from the first day materials were purchased for it. He was aware that it could not be completed for less than \$25,000. Colonel Ridlehuber maintained that it was never intended that the project would be completed "in that particular operation, I mean as part of that project" but would be completed over a long period of time, involving two or more additional projects and use of troop labor as a training project. Major Swartz was directed by either Colonel Ridlehuber or Lieutenant Colonel Jarrett (depending on the particular purchase) to submit purchase requests utilizing funds designated by them and he was instructed on some occasions not to include the project number on purchase requests. He professed that he did not know why. If the purchase request does not contain the project number then that expenditure is not coded to the project. Major Swartz also received instructions to order material but not to code it to the project. Lieutenant Colonel Fylant, who became Post Engineer on 6 July 1959, was aware of this. Colonel Ridlehuber contended that to the best of his recollection he did not issue such instructions. Mr. ~~James~~ Fussell, Accountable Property Officer,

received instructions from Major Swartz that instead of material "going against the project," it "was supposed to be procured from stock." Major Swartz admitted that he was aware that not placing the project number on the purchase requests "was not proper procedure of cost accounting." Both Lieutenant Colonel Jarrett and Major Swartz, in explaining their actions, rely strongly on having followed instructions received from Colonel Ridlehuber or Colonel Connor. Lieutenant Colonel Pylant explained that he "was told to finish the job" and he takes the position that the AC of S, G-4, provided him with a citation to funds to complete the airfield and the money was spent for that purpose. Lieutenant Colonel Jarrett expressed the view that there was an awareness on the part of "the command" at a critical time in the summer of 1959 that the project was close to the expenditure limit. When Lieutenant Colonel Jarrett moved up to the Office of the AC of S, G-4, in July 1959, he discussed with Colonel Connor (in connection with the signing by the latter of two purchase requests) "that we were probably in excess of the authorized amount and that certain conditions over which we had no control, had resulted in the excess of expenditures." Colonel Ridlehuber was aware of the limitation of \$25,000 - and claimed he was unaware of any expenditures being made on the airfield in excess of \$24,948 unless expenditures for facilities for the 109th are associated with the airfield. Colonel Connor did not recall that Lieutenant Colonel Jarrett had told him the funded cost ceiling was being approached because the established ceiling was exceeded prior to the time that he became AC of S, G-4, on 7 July 1959. He also denied issuing instructions to omit project numbers or to purchase materials and not charge them to the project. He did not take action to ascertain the amount that had been spent as funded costs up to this time and he assumed that a control of funds had been applied. Thus, a total of \$15,256 (Purchase Requests 2005, 2006, 111) was not charged to Project 10-57 because the project number had been omitted although it was admitted by Colonel Ridlehuber that expenditures made under Purchase Requests 2005 and 2006 were expenditures for the airfield. Lieutenant Colonel Jarrett was critical of the accounting system in the Post Engineer Section, stating that the system does not give the operating officials the information they need for day-to-day operations.

8. On 16 February 1959, a letter was written and dispatched for Major General Denniston, Commanding General, Headquarters Quartermaster Training Command and Fort Lee, by Colonel Ridlehuber to Deputy, The Quartermaster General. Therein, it was stated that "it will cost about \$18,000 (for training) in FY 1959 to continue the construction project.... It looks like our only course of action is to provide for the return of the company this year. We should try to get a second Repairs and Utilities project of less than \$25,000 approved at a later date.... I have hopes that the \$18,000 can be generated by cuts in other areas." Colonel James C. Pennington, Chief, Installations Division, Office of The Quartermaster General, by letter dated 2 June 1959, addressed to Colonel Ridlehuber, brought to his attention the \$25,000 limitation and pointed out that this applies to the entire "airfield"

as one project. "In other words, the project completed with \$25,000 funded cost must be a usable facility in itself. I understand that you are about up to the legal limit, now....."

9. After notice had been received at Fort Lee that a GAO team would arrive, Major Swartz testified that he was instructed by Lieutenant Colonel Jarrett to remove from "the file" any information which hinted that all costs were not charged and to destroy the material. These consisted of estimates on work sheets and penciled notations on costs. Lieutenant Colonel Jarrett instructed Major Swartz to see that nothing was in the file that would prove embarrassing to the command. Lieutenant Colonel Jarrett denied that he ordered material destroyed. Colonel Shirley, Deputy Post Commander until 31 December 1959, denied ever having issued instructions to screen files.

10. An extract summary of the discussion held during the GAO exit conference contains a statement "that a written note was found in the purchase order files to code the material purchased to a code other than the project." Major Swartz testified that the note was to the effect that certain material would be utilized at the airfield but he did not believe the note said the material was not to be costed to the airfield. Major Swartz did not know what happened to it - - he may have asked Mr. Fussell to destroy it. Mr. Fussell expressed the opinion that the note had been given to Major Swartz.

11. The Comptroller, Headquarters Quartermaster Training Command, does not maintain any control by individual, specific project to insure that expenditures do not exceed the funded cost limitation. Colonel Riddlehuber maintained at the investigation that the Comptroller and himself always knew the status of funds and that he had a good daily working knowledge, in a general way, of what funds were being utilized for.

12. As ascertained in the investigation, the entries appearing on the "supplies" cost ledger sheet maintained by Mr. Edwin C. Miller, GS-7, Accounts Maintenance Clerk in the Post Engineer Section, for Project 10-57, totalled \$10,171.38. Items included are concrete pipe culvert, tunnel liner, concrete sand, angle iron, supplies, and reinforcing rods. The entries appearing on the "Contractual and Other Services" cost ledger sheet totalled \$13,159.20. This figure included the cost of hot plant mix, bituminous, and service to construct pavement. The sum of these two figures approximate the figure of \$23,359.19 which Mr. Miller testified was spent for materials, supplies, and services for Project 10-57. These amounts pertain only to funded costs and do not include indirect costs or the cost of mobile government equipment rental chargeable under paragraph 12, AR 420-17.

13. Expenditures in excess of the funded cost limitation were incurred but the cost accounting records do not reflect this. Purchase requests resulting in expenditures of \$39,143 in funded costs were initiated by either Lieutenant Colonel Jarrett, Major Swartz, or Major Arthur Buechler signing for Lieutenant Colonel Jarrett, and approved by Colonel Ridlehuber (except Purchase Requests 92-6 and 111, initiated by Lieutenant Colonel Pylant and approved by Colonel Connor). This amount was expended for materials and services but were not costed to Project 10-57. According to the investigation report, a total of \$29,323 was personally approved by Colonel Ridlehuber.

14. The subject violations were detected during the course of an audit conducted by the General Accounting Office which ended on 9 December 1959. Upon learning of the GAO's finding, the Commanding General, Fort Lee, issued both oral and written instructions to his officers to be absolutely positive that authorized ceilings on expenditures are not exceeded, and emphasized the necessity for accurate accounting, coding and recording of fund expenditures.

15. In addition to the airstrip project, Project 72-59 was approved for a metal hangar type building at a total cost of \$19,352.70. According to the project justification this building was required for use by the Aerial Detachment for the temporary maintenance of aircraft and for operational storage of aerial supply, cargo and training materials. Three projects for an operations building, field lighting and a fire station totalling \$5,108 were approved by the Post Commander. These were later combined in Project 18-60 for operational facilities to support the airstrip. This project was rejected by the Deputy The Quartermaster General.

16. The airstrip was initially approved for visual flight regulations by the Air Coordinating Committee, Airspace Panel, Washington, D. C. When the project was approximately 40% complete, request was made for approval of both instrument flight operations and visual flight operations. This request, however, was denied by the Deputy Chief of Staff for Operations because of the obstructions in the area. The position was also taken that all new Army airfields should be located and constructed so that ultimately an instrument approach procedure could be implemented for each airfield. It was recommended that a new site be selected on Fort Lee that would meet Standard Army Airfield criteria. Fort Lee advised this was not possible.

17. Funds were not allotted to Fort Lee specifically for the project. The project approval was transmitted from Installations Division, OCMG, to the installation with a limitation on the amount that could be expended on the project from funds available to the Installation Commander from

his bulk allotment for operations and maintenance. As an additional safeguard, after learning of the airstrip matter, the OQM Comptroller issued instructions that an actual Change Order be issued to the installation's advice of allotment whenever a project was approved for the installation. The Fort Lee Comptroller did not maintain any control by specific project to insure that expenditures do not exceed the funded cost limitation. It was asserted, however, that Colonel Ridlehuber and the Comptroller always knew the status of funds.

EXHIBIT 38.—SUMMARY OF FACTS, INSPECTOR GENERAL'S REPORT OF INVESTIGATION OF THE FORT LEE AIRFIELD, FORT LEE, VA., APRIL 3, 1961.

**SUMMARY OF FACTS**

**INSPECTOR GENERAL REPORT OF INVESTIGATION OF THE FORT LEE AIRFIELD, FORT LEE, VIRGINIA 3 April 1961.**

1. The Fort Lee Airfield, known as Project 10-57 was approved by The Quartermaster General for construction in November 1957. Construction started in March 1958 and continued intermittently until February 1960, at which time all construction ceased by order of The Quartermaster General.

2. The airfield project was approved for a total cost of \$141,537. Of this total, \$24,948 were funded costs to be expended from Operations and Maintenance funds, Army (COM), and \$116,589 were unfunded costs for troop labor, per diem and travel expenses of troops, and for rental of Engineer equipment (U. S. Army Engineer owned). The actual cost of the airfield was \$586,571 of which \$87,761 were funded costs, with the remainder being unfunded. The \$495,000 of unfunded costs for Project 10-57 were composed as follows:

Troop Labor - - - - -	\$226,000
Cost for Rental of Equipment - - - - -	
(U. S. Engineer Mobile Equipment) - - -	132,000
Per Diem and Transportation of Troops - -	84,121
POL and Maintenance of Gov't Equipment - -	52,879

Of the \$87,761 funded costs, \$65,712 was expended on Project 10-57, with the remainder expended on two other projects which were related to the airfield. Of the \$65,712 expended on Project 10-57, \$23,359 was charged against Project 10-57 and the balance of \$42,352 was charged against other projects.

3. The major personnel concerned in this case are as follows:

a. Maj General Alfred B. Denniston assumed command at Fort Lee on 12 April 1958 and remained the Commanding General from that time on.

b. Lt Colonel William H. Jarrett was Post Engineer at Fort Lee from 1 October 1955 to 6 July 1959 when he joined the G-4 Section at Fort Lee.

c. Colonel Walter Riddlehuber was the G-4 at Fort Lee from 15 August 1955 to 31 July 1959 when he was replaced by Colonel James W. Connor, who held that position until 31 October 1960 when he retired.

d. Lt Colonel Julian E. Pylant replaced Lt Colonel Jarrett as Post Engineer.

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e. Major Thomas S. Swartz was an Engineer Officer in the Post Engineer Office from August of 1957 until September 1960 when he retired.

f. Colonel Louis H. Shirley was the Deputy Post Commander at Fort Lee from April 1956 until his retirement on 31 December 1959.

g. Mr. Hiram Fussell, a GS-10, was the Property Officer in the Office of the Post Engineer at Fort Lee during the entire period of time in question.

h. Lt Colonel Grant Heasley was Comptroller at Fort Lee from September 1958 until January 1961.

4. When Project 10-57 was approved in November 1957, Colonel Riddlehuber in G-4; Colonel Jarrett, the Post Engineer; and Major Swartz, were the individuals most concerned with the completion of the airfield; Major Swartz, in effect, acted as Project Officer for the airfield. In September 1957 a post request 10-57 for an airfield at Fort Lee was forwarded to the Office of The Quartermaster General with an estimated funded cost of \$37,009 and a total cost of \$110,095. This request was subsequently returned and a revised Project 10-57 was submitted. In this revised estimate the length of the airstrip was increased and the width of the asphalt surface was increased, yet the funded cost was reduced from \$37,009 to \$25,000. This revised Project 10-57 for a total cost of \$141,537 was approved by both the Office of The Quartermaster General and the Office of the Chief of Engineers. The revised Project 10-57 was based on the premise that Engineer troop labor would be used, particularly in laying asphalt, and that local crushed rock at Fort Lee would be used. Neither of these assumptions proved to be correct, and thus the cost of the airfield was increased considerably.

5. The Quartermaster General approved the project as an urgently needed military construction project for expenditure of O&M funds under \$25,000 which he was authorized to do under the provisions of 10 USC 2674. Any expenditure of funded costs over \$25,000 would result in a violation of the statutory limitation on funds in that they failed to stay within the limitation imposed by 10 USC 2674.

6. Construction proceeded on schedule so far as costs were concerned until May 1959, when it became apparent to the individuals concerned with the project, that the cost limitation would be exceeded. On 13 May 1959 the first miscoded Purchase Request in the amount of \$5,129 for crushed stone was issued. Subsequent to this date at least five other Purchase Requests were also miscoded. None of these six Purchase Requests contained the project number despite local regulations requiring the project number to appear on all Purchase Requests.

7. Testimony shows that Colonel Riddlehuber, Colonel Jarrett, Major Swartz, and Mr. Fussell, all participated in initiating Purchase Requests wherein the project number did not appear and accomplishing purchases

beyond the statutory limitation as follows:

a. According to Lt Colonel Jarrett and Major Swartz, Colonel Riddlehuber issued instructions to them to omit the project number on various Purchase Requests and approved four Purchase Requests for material and services intended for the airfield on which the project number had been omitted at his direction, and the cost of which he knew would be, and was, charged to other repairs, services, maintenance and improvement.

b. Lt Colonel Jarrett directed subordinate Swartz to omit the project number from certain Purchase Requests covering material and services intended for the airfield and signed one Purchase Request for material for the airfield which he knew would be, and was, charged to maintenance of roads.

c. Major Swartz directed Mr. Fussell to omit the project number from Purchase Requests used to purchase materials and services used on the airfield, which he knew would be, and were, charged to other repairs and improvements.

d. Mr. Fussell prepared, or had prepared, and signed, six Purchase Requests as Post Engineer Accountable Officer, for material and services used on the airfield and from which he knew the project numbers were omitted.

8. In addition, testimony shows that Lt Colonel Pylant initiated, and Colonel Connor approved, at least two Purchase Requests which evidence indicates were in excess of the statutory limitation for material and services to be used on the airfield, which Purchase Requests did not contain the project number. Colonel Shirley approved these Purchase Requests.

9. With respect to one Purchase Request, a note to Mr. Fussell signed "SS" (initials of Major Swartz) was found in the files stating that the material covered by the Purchase Request would be charged to maintenance, but used on the airfield. This note was later discovered during a General Accounting Office Audit and returned to Major Swartz. The original of this note has disappeared.

10. Prior to the arrival of a General Accounting Office Auditing Team, Colonel Shirley, with knowledge of the pending arrival of this team, told Lt Colonel Jarrett to go through the files and get them "in proper shape." This directive was passed on by Lt Colonel Jarrett to Major Swartz to remove embarrassing material from the files. Major Swartz went through the relevant files, extracted certain papers from them, and retained them in his desk. Later they were either thrown out or destroyed.

11. Testimony shows that during the period in question, Major General Denniston, the Commanding General at Fort Lee, Virginia, was not aware of the details of the funding and took no personal action to control the expenditure of funds for the construction of this airfield.

12. Testimony shows that no internal audit of accounts such as Project 10-57 was made until after the deficiencies in the project were found by the General Accounting Office in December 1959. Lt Colonel Healey, the Post Comptroller, was the principal Staff Officer charged with internal review and auditing, and with the maintenance of such financial returns as are required to insure the safeguarding and optimum utilization of funds.

13. During the course of the investigation there was no evidence of personal enrichment on the part of anyone concerned in the investigation.

EXHIBIT 39.—MEMORANDUM FROM C. J. ROBIN, CHIEF, ENGINEERING DIVISION, FORT LEE, VA., TO THE COMMANDING GENERAL RE THE FORT LEE AIRFIELD, SEPTEMBER 18, 1957, WITH A REVISED COST ESTIMATE.

**MEMO**

18 September 1957

**SUBJECT:** Fort Lee Airfield  
**TO:** Commanding General  
 Fort Lee, Virginia  
**ATTENTION:** G-4

C. J. Robin (71. Lee)

1. Inclosed herewith in accordance with verbal request of Mr. Harrison are preliminary layout and revised cost estimate for proposed airfield. The layout is in accordance with EM 1110-3-11, 15 Jun 57, and AM 415-11(C-1), 9 Aug 55. Aircraft parking is based on 3 aircraft, the largest of which is Type U-1(A).

2. Airforce marking criteria as requested by Mr. Harrison are also inclosed.

**FOR THE DISTRICT ENGINEER:**

**NO FILE COPY**

X/E  
 HSM/jv  
 AS  
 WOB  
 [Signature]  
 [Signature]

✓ Encl

1. Oealid, EK  
 FL 111-3.1
2. Cost Estimate
3. EM 1110-3-11
4. AFR 91-17
5. AM 68-21
6. AM 6001
7. AM 6002

C. J. ROBIN  
 Chief, Engineering Division

Copy furnished:  
 Civil Engrg Sec  
 Design Br  
 Engrg Div



X 121.2 (71. Lee - Estimate)  
 X 600.12 (71. Lee)

Fort Lee Airfield

Revised Cost Estimate in accordance with EM 1110-3-311, 15 Jun 57 and AR 415-31(C-1) 9 Aug 55.

Maintenance Hangar - 5,350 SF at \$18.00	\$ 96,300
Supply Building - 600 SF at \$15.00	9,000
Flammable Material Storage - 75 SF at \$15.00	1,000
Operations Building - 1,000 SF at \$17.00	17,000
Control Tower - 22,400 CY at \$6.00	134,400
Fire Station (2 stall) - 1,100 SF at \$12.00	13,000
Paving - 69,870 SY at \$6.00	409,200
Access Road and Parking - 2,450 SY at \$3.75	9,200
Outside Utilities and Site Work	<u>348,400</u>

Total estimated cost including contingencies  
and Government costs \$1,031,300

Breakdown of paving quantities is as follows:

Runway	28,000 SY
Taxiways	25,740
Runup Area	5,680
Parking Apron	10,150
Washing Area	<u>300</u>
Total	69,870 SY

Outside utilities and site work include water supply, sanitary coverage, electric service, airfield lighting, aircraft fueling facilities, clearing, grubbing, earthwork and seeding.

U. S. Army Engineer District, Norfolk  
Norfolk, Virginia  
18 Sep 57

EXHIBIT 40.—MEMORANDUM EXPLAINING A STRAC MOBILITY TEST EXERCISE (MOBEX) WITH CODE NUMBER AND TITLE AND DEFINITION.

A STRAC Mobility Test Exercise (MOBEX) is a training exercise conducted for the purpose of determining the capability of STRAC units to become ready for deployment. These exercises are normally conducted once each year and are funded from those O&M funds available for training. Ft. Lee participation in these exercises consists of insuring that those units at Lee which are associated with STRAC are capable of responding to the exercise alerts. The Post G-4 Technical Services Organization furnishes logistics support for these exercises. Costs are incurred for troop movements, transportation of things, packing and crating materials, and other expendables required in the conduct of this exercise by participating QM units.

<u>CODE NUMBER</u>	<u>TITLE AND DEFINITION</u>
2000.0000	<u>TACTICAL FORCES</u>
2010.0000	<u>OPERATION OF TACTICAL FORCES</u> Provides for operating forces and components thereof; operation of tactical aircraft; special tactical activities, special field exercises; and indigenous support forces. Performance Factor - Unmeasured
2010.2000	<u>Field Exercises</u> Provides for conduct of Department of the Army and US Continental Army Command directed field exercises, local field exercises and user-test exercises. Includes costs over and above normal training costs. (See AR 220-55.) Performance Factor - Unmeasured
2010.2100	<u>DA-USCONARC Directed Field Exercises</u> Provides for those exercises directed and supervised by USCONARC in furtherance of Department of the Army prescribed training directives. Include joint and combined exercises. Performance Factor - Unmeasured
2010.2110	<u>LOGEX</u> Provides for logistical exercises directed and supervised by USCONARC in furtherance of Department of the Army prescribed training directives. Performance Factor - Unmeasured
2010.2130	<u>STRAC Mobility Exercise</u> Provides for costs incurred in connection with STRAC Mobility Exercise. Performance Factor - Unmeasured

MOBEX

NOTE: THIS PAGE IS PART OF THE  
 "FORT LEE MANAGEMENT SYSTEMS  
 MOBEX A TO E" ALL INFORMATION  
 CONTAINED HEREIN IS UNCLASSIFIED  
 DATE 11/19/01 BY 60322/UC/STP/STP  
 1 JULY 1953  
 65

EXHIBIT 41.—STATEMENT OF COL. WALTER R. RIDLEHUBER, QUARTERMASTER CORPS  
IN REFERENCE TO AIRFIELD PROJECT, FORT LEE, 10-57, ABOUT SEPTEMBER 1960.

S T A T E M E N T

Reference Airfield Project, Fort Lee, 10-57, I do not acknowledge that there has been a violation of administrative restriction, but if there has been for reasons unknown to me they were not willful or due to careless disregard of instruction.

I do not have the slightest suspicion that my decisions in the case in question were swayed by any consideration other than the best interests of the United States. I did not stand to, nor desire to gain anything, including prestige, by the efforts devoted to accomplishment of the project within the resources available and within the scope of the various regulations as interpreted by me.

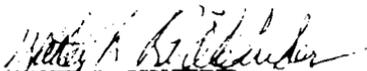
  
WALTER R. RIDLEHUBER  
Colonel                      \*C  
039902

EXHIBIT 42.—INDIVIDUAL PROJECT ESTIMATE—REPAIRS AND UTILITIES, FORT LEE, VA., POST REQUEST No. 72-59, CONSTRUCTION OF A PREFABRICATED METAL BUILDING, JUNE 3, 1959.

<b>INDIVIDUAL PROJECT ESTIMATE—REPAIRS AND UTILITIES</b>													
INSTALLATION <b>Fort Lee, Virginia</b>	DATE <b>3 June 1959</b> FISCAL YEAR <b>1959</b> DETAIL ACCOUNT NO. ....												
POST REQUEST NO. <b>72-59</b>	ARMY REQUEST NO. ....												
1. PROJECT DESCRIPTION (brief, plain, specifications, map, photographs, etc.) <p style="text-align: center;"><b>Construct an 80' x 80' hangar-type, prefabricated metal building, with minimum inside clearance of 20' and with concrete floor. Erection to be accomplished by contributed labor under the direction of and with the assistance of the Post Engineer.</b></p> <p style="text-align: center;"><b>Procurement to be initiated under P-2000 funds.</b></p>													
(This project is further detailed on plans No. <b>PR 72-59</b> as specifications No. <b>PR 72-59</b> )													
2. PROJECT JUSTIFICATION <p style="text-align: center;"><b>This building is required for use by the Aerial Detachment for temporary maintenance of aircraft and for operational storage of aerial supply, cargo, and training materials.</b></p>													
3. FACILITIES DATA DESIGNATION <b>NA</b> PRESENT ESTIMATED VALUATION <b>NA</b> PRESENT USE <b>NA</b> LOCATION <b>NA</b> LEASED FACILITIES DATA LEASE NO. <b>NA</b> ANNUAL RENTAL <b>NA</b> MAINTENANCE RESPONSIBILITIES <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> LESSOR <b>NA</b> TOTAL AMOUNT OF CERTIFICATES OF NECESSITY ISSUED <b>NA</b>													
5. ESTIMATED TIME TO COMPLETE PROJECT <b>90 Days</b> PROJECT TO BE ACCOMPLISHED BY: <input checked="" type="checkbox"/> POST ENGINEER <input type="checkbox"/> OTHER													
6. ESTIMATED TOTAL COST OF PROJECT PER PAR. 8A (SEE FORM 400) LESS VALUE OF PAR. 8B (SEE FORM 400) TOTAL ADDITIONAL FUNDS REQUIRED TO COMPLETE PROJECT													
7. LABOR <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">ALL OTHER</td> <td style="width: 50%;">CONTRACT</td> <td style="width: 50%;">OTHER</td> <td style="width: 50%;">TOTAL</td> </tr> <tr> <td style="text-align: right;">\$ 20,586</td> <td style="text-align: right;">\$ 20,586</td> <td style="text-align: right;">\$ 21,786</td> <td style="text-align: right;">\$ 21,786</td> </tr> <tr> <td style="text-align: right;">\$ 20,586</td> <td style="text-align: right;">\$ 20,586</td> <td style="text-align: right;">\$ 21,786</td> <td style="text-align: right;">\$ 21,786</td> </tr> </table>		ALL OTHER	CONTRACT	OTHER	TOTAL	\$ 20,586	\$ 20,586	\$ 21,786	\$ 21,786	\$ 20,586	\$ 20,586	\$ 21,786	\$ 21,786
ALL OTHER	CONTRACT	OTHER	TOTAL										
\$ 20,586	\$ 20,586	\$ 21,786	\$ 21,786										
\$ 20,586	\$ 20,586	\$ 21,786	\$ 21,786										
SUBMITTED BY <b>Arthur J. Buchler, Major</b> APPROVED BY <b>James O. Egan, Lt</b> <b>3 June 1959</b> — <b>Arthur J. Buchler, Major</b> <b>3 June 1959</b> — <b>James O. Egan, Lt</b> DA FORM 56-25 <b>Acting Post Engineer</b> <b>14C/1-2 58-1</b> <b>Edits H. Sherry, Colonel</b> <b>1st Deputy Commander</b>													



EXHIBIT 43.—MEMORANDUM FROM ROBERT G. MACDONALD, SUPERVISORY GENERAL ENGINEER, QUARTERMASTER GENERAL'S OFFICE, WITH A MESSAGE FROM FORT LEE OUTLINING THE RESULTS OF THE RECENT GENERAL ACCOUNTING OFFICE INSPECTION OF CONSTRUCTION, DECEMBER 11, 1959.

1 Chief, Chief, 11 Dec SUBJECT: GAO Inspection, Fort Lee  
 Facs Br. Inst Div. 1959  
 Inst Div.

1. Inclosed is a copy of a message from Fort Lee outlining the results of the recent GAO inspection of construction, which was a routine inspection.

Although there are seven items, no trouble is anticipated in explaining them except for the airfield (included in item C of the message). OQMG approval limited the funded cost to \$25,000; and when it was feared that the work contemplated might indicate otherwise, frequent check by this Branch with the G-4, Fort Lee, resulted in the assurance that the limitation would not be exceeded by Fort Lee. As for the TV Facility, which is also included in item C it was never considered that a communication project might be limited to \$25,000.

2. The procedure is that Fort Lee must send a detailed report of explanation or corrective action taken or anticipated 10 working days after the exit interview (9 December 1959), which would be 23 December 1959. OQMG's report to DCELOG is due 10 working days after that, which would be 11 January 1960. Office of General Counsel will advise as to format of report.

1 Incl

MACDONALD  
 52396

MCR 36-2 plus Ch 1

DA Plans

424539

17 Dec 59

NNNNOEUAZ12ELB058

PP RUEPOG

DE RUELC 36A

ZNR

P 102139Z

FM CGQMTG FTLEE VA

TO TQMG DA WASHDC

DA GRNC

BT

000000  
FLETON  
OPERATION

Dec 11 8 18 AM '59

UNCLAS 05942 FOR QMGCC FROM QMTSD, ADVANCE REPORT OF MAJOR FINDINGS OF GAO TEAM (FT LEE, VA). (RCS CSCAA-82)

THE EIGHT WEEKS' VISIT OF GAO TEAM WAS DEFINED AS PART OF GAO CHECK OF MILITARY CONSTRUCTION IN EIGHT CORPS OF ENGINEER DISTRICTS AND THE MILITARY INSTALLATIONS THEY SERVE. FINDINGS LISTED BELOW ARE ALL THOSE PRESENTED AT EXIT INTERVIEW 9 DECEMBER AND WHICH WILL BE REPORTED TO THEIR WASH, DC OFFICE.

A. FEATURES OF RECENT NEW CONSTRUCTION CONSIDERED NON-ESSENTIAL WERE INDIVIDUAL KITCHENS IN BOQ'S, 24-INCH WIDE CONTINUOUS CANOPIES OVER EACH LEVEL OF WINDOWS ON TEN (10) PERMANENT EM BARRACKS, SUNDECK  
CFN 05942 QMGCC QMTSD (RCS CSCAA-82) 9 A. 24- (10)

PAGE TWO RUELK 36A

ON ONE-STORY KITCHEN ROOF OF EACH OF TEN (10) PERMANENT EM BARRACKS,  
 DENTAL LAVATORIES IN LATRINES OF EACH EM BARRACKS. THE ABOVE ITEMS  
 ARE DA DESIGN STANDARDS FOR SUBJECT FACILITIES.

33513

B. CONSTRUCTION CONSIDERED OUTSIDE THE SCOPE OF PROJECTS. THEY  
 CONSIDERED THAT CURBING, GUTTERS AND STREET PAVING, IN CLOSE PROXIMITY  
 TO PERMANENT BUILDINGS SUCH AS BARRACKS, BOCs, DISPENSARY AND  
 BATTALION HEADQUARTERS AND CLASS ROOM BUILDINGS SHOULD NOT HAVE BEEN  
 INCLUDED IN THE PROJECT FOR CONSTRUCTION OF THE BUILDINGS, BUT  
 TREATED AS A SEPARATE LINE ITEM OF MCA CONSTRUCTION. THE INCLUSION  
 OF CURBS, GUTTERS AND PARKING FACILITIES IS STANDARD PRACTICE IN ALL  
 DISTRICT ENGINEER BUILDING CONSTRUCTION.

C. CONGRESSIONAL LIMITATIONS (\$25,000.00 O&M FUNDS) EXCEEDED BY  
 OBLIGATING FUNDS FOR OTHER FACILITIES OF ACTIVITIES. THESE ARE  
 CLOSED CIRCUIT TV SYSTEM AND FT LEE AIRFIELD. THE TV SYSTEM IS  
 CONSIDERED A TRAINING AID AND FACILITY ESSENTIAL TO MISSION OF QMS,  
 AND ADDITIONAL FUNDS FOR ITS ACQUISITION AND CONSTRUCTION WERE  
 PROVIDED BY TQMG IN TWX, QMGBF-0 401 HACKING, DATED 25 MAY 1959. THE  
 AIRFIELD, A DA APPROVED ENGINEER TROOP TRAINING CONSTRUCTION PROJECT  
 LIMITED TO \$25,000.00 OF O&M FUNDS, REQUIRED APPROXIMATELY \$30,000.00  
 ADDITIONAL O&M FUNDS OR MATERIALS DUE TO NON-AVAILABILITY OF SPECIAL  
 CFN (10) B. C. \$25,000.00 QMGBF-0 401 25 1959. \$25,000.00 \$30,000.00

PAGE THREE RUELC 36A

ENGINEER TROOP UNIT AND UNSUITABILITY OF NATURAL MATERIALS AT THE SITE, AS ORIGINALLY PLANNED. ADDITIONAL MATERIALS AND FUNDS USED WERE IMPROPERLY CODED WHEN COSTED. COMMAND ACTION HAS BEEN TAKEN TO PROVIDE SPECIFIC INSTRUCTIONS REGARDING THE PROPER CODING OF COSTS RELATIVE TO ALL PROJECTS.

D. IMPROPER RECORDING AND REPORTING OF COSTS AND CONTROL OVER REAL PROPERTY RECORDS. FORMS 290 FURNISHED BY AREA ENGINEER (NORFOLK DISTRICT ENGINEER) FOR NEW CONSTRUCTION DO NOT PROPERLY REFLECT COSTS OF COMPONENTS OF CONSTRUCTION IN ADDITION TO COST OF BUILDINGS SUCH AS COST OF IMPROVED GROUNDS, COST OF UTILITIES, COST OF DESIGN, INSPECTION, OVERHEAD, ETC. PERIODIC REPORTS REFLECTING INVENTORY OF REAL PROPERTY, THEREFORE, ARE NOT FACTUAL. CORRECTIVE ACTION HAS BEEN TAKEN TO HAVE NORFOLK DISTRICT ENGINEER REFLECT COST AND QUANTITY OF THESE COMPONENTS ON ALL FUTURE TRANSFERS OF CONSTRUCTION AND THE POST ENGINEER TO REVIEW ALL PRIOR TRANSFERS OF CONSTRUCTION AND CORRECT SUCH RECORDS ACCORDINGLY, IN COORDINATION WITH NORFOLK DISTRICT ENGINEER.

E. MCA SUB-ALLOTMENT. THEY INDICATED THAT PROPER CONTROL AND FOLLOW-UP ON STATUS OF FUNDS MADE AVAILABLE TO THIS INSTALLATION ARE NOT MAINTAINED BY THE NORFOLK DISTRICT ENGINEER. SUB-ALLOTMENTS HAVE BEEN MADE AVAILABLE TO THE SIGNAL OFFICER FOR COMMUNICATIONS AND TO CFN D. 290 E.

PAGE FOUR RUELC 36A

THE POST ENGINEER FOR COMPLETION OF GROUNDS WORK. THE RESIDUE OF THE SUB-ALLOTMENTS FOR COMMUNICATIONS HAS BEEN DEOBLIGATED AND ACTION HAS BEEN INITIATED TO OBLIGATE OR DEOBLIGATE THE RESIDUE OF THE SUB-ALLOTMENTS FOR COMMUNICATIONS HAS BEEN DEOBLIGATED AND ACTION HAS BEEN INITIATED TO OBLIGATE OR DEOBLIGATE THE RESIDUE OF THE SUB-ALLOTMENTS MADE AVAILABLE FOR IMPROVEMENTS TO GROUNDS.

F. RELOCATION AND CONVERSION OF TWO EM BARRACKS FOR USE BY ALMC. GAO TEAM QUERIED US AS TO SPECIFIC PERSON WHO AUTHORIZED THIS CONVERSION. WE STATED THAT SPECIFIC PERSON WAS UNKNOWN BUT THAT RELOCATION AND CONVERSION OF THE TWO EM BARRACKS AUTHORIZED FOR CONSTRUCTION IN THE FY 1956 MCA PROGRAM WAS DIRECTED BY HIGHER AUTHORITY.

*you this  
C. B. ...  
you please to  
be present  
at ...*

335

G. GAO TEAM STATED THAT, IN THEIR OPINION, THE LIMITATION IMPOSED ON COST OF BARRACKS PER MAN HAD BEEN EXCEEDED AND INQUIRED AS TO WHO WAS RESPONSIBLE FOR DESIGNATING THE BARRACKS AS 326-MAN BUILDINGS. THEY WERE INFORMED THAT THIS COMMAND HAD NO IDEA AS TO THE RESPONSIBILITY FOR SUCH DESIGNATION

BT

CFN F. 1956 G. 326-

10/22582

*W. H. ...*

EXHIBIT 44.—TELEGRAM FROM THE QUARTERMASTER GENERAL, DEPARTMENT OF THE ARMY, TO THE COMMANDING GENERAL, QUARTERMASTER TRAINING COMMAND, FORT LEE, VA., APRIL 8, 1958.

8 Apr 58

ROUTINE

x DA

CG QMTC USA FT LEE VA

TQMG DEPTAR WASH DC

FROM QMTCSD 01236. REFERENCE TELEPHONE CONVERSATION

MR. GLASGOW WITH COLONEL JARRETT 8 APR CONCERNING PERMANENT AIRSTRIP.

NO ALTERNATE SITE AVAILABLE ON RESERVATION. THIS HEADQUARTERS REALIZES COST OF POST PROJECT 10-57 CANNOT EXCEED \$25,000 EXCLUSIVE OF TROOP LABOR AND LOCAL MATERIALS. IF AFTER REMOVAL OF ORGANIC MATTER AND CONSTRUCTION OF DRAINAGE SYSTEM IT IS FOUND THAT THE SOUTHEAST END OF STRIP ADJOINING OLD POST COMBAT RANGE REQUIRES ADDITIONAL AGGREGATE BEYOND THAT CONTEMPLATED IT SHOULD BE POSSIBLE TO SHIFT CONSTRUCTION NORTHWEST TOWARD FEDERAL REFORMATORY TO PROVIDE A USABLE FACILITY. THE PART NOT CONSTRUCTED CAN BE COMPLETED LATER AS A PART OF MCA PROJECT OR BY USE OF TROOP LABOR AND LOCAL RESOURCES. MUCH CAN BE ACCOMPLISHED BY ENGINEER TROOP UNIT WHICH WILL EXPEDITE THE DATE THE COMPLETE FACILITY WILL BE AVAILABLE TO THIS COMMAND. FACILITY REQUIRED EARLIEST POSSIBLE DATE IN VIEW OF PLANS TO DISCONTINUE OPERATIONS AT BLACKSTONE ARMY AIR BASE AND FOR REASONS OF ECONOMY. STRONGLY RECOMMEND THAT NO CHANGE BE MADE IN PLANS FOR CONSTRUCTION BY ENGINEER TROOP UNIT WITHIN LIMITS OF APPROVED PROJECT.

QMTCSD

W.R.RIDLEHUBER, Col, GS, AC of S, G4  
4 1 2

J. C. POWELL  
CWO, W-4, USA  
Asst Adj Gen

8 Apr 1600EST

1958

UNCLASSIFIED

EXHIBIT 45.—LETTER FROM ROBERT G. MACDONALD, CHIEF, FACILITIES BRANCH, INSTALLATIONS DIVISION, TO HON. WILLIAM L. DAWSON, MARCH 29, 1962, WITH A DISPOSITION FORM FROM BRIG. GEN. A. J. ADAMS, DIRECTOR OF SUPPLY OPERATIONS, TO THE QUARTERMASTER GENERAL, JANUARY 31, 1959.



IN REPLY REFER TO  
QMGID-F

HEADQUARTERS  
DEPARTMENT OF THE ARMY  
OFFICE OF THE QUARTERMASTER GENERAL  
WASHINGTON 25, D.C.

29 March 1962

Honorable William L. Dawson  
Chairman, Subcommittee on Executive  
and Legislative Reorganization  
Government Operations Committee  
House of Representatives



Dear Mr. Dawson:

The purpose of this letter is to clarify a particular portion of my testimony given to your Subcommittee on 20 March 1962, regarding the prefabricated metal building adjacent to the Fort Lee airstrip.

I wish to say that my testimony was true to the best of my memory at that time; but since I had only a one hour notice prior to my appearance, I had no time to refresh my memory from the files related to the case. Although many of the files were made available to your Subcommittee through my office, I can not recall actually looking at any of the correspondence within the last year or two. I had never read some of the local Fort Lee documents. I read Col. Ridlehuber's Memorandum for the Record dated 25 May 1959, of the telephone conversation of the same date, for the first time on receiving a copy of it from Fort Lee on 12 March 1962. I was frankly surprised at some of the statements and deny any participation in "saying" what the project was, "calling" it by any particular name, or saying "guessed we had better"; or, as mentioned in his letter of the same date, "not associating it with the 'Army Airfield'". If these words were used, they were used by the writer. In my opinion, Memorandums for the Record are of value only as a reminder and can be given little credence in representing the exact truth since the writer can write anything he likes, or edit or slant his writing by intentional or unintentional untruths or half truths in anyway he chooses. I made no record of this telephone conversation, but it is quite possible that I said something to the effect to send the project in and we would see what could be done, simply because that is my routine reply when projects are proposed. I do know that I did not say the project would be approved, since I did not have that authority. The Memorandum may reflect my first thought on his mentioning such a project, without the benefit of referring to regulations, that it might be part of the airfield.

QM61D-F

29 March 1962

I have noted, after giving my testimony, that the wording in Col. Ridlehuber's personal letter of 25 May 1959 to Col. Pennington refers to the building as a "temporary hangar", and "for use in temporary maintenance of aircraft and for operational storage of aerial supply, cargo and training materials". The letter of 2 June 1959 from Col. Pennington to Col. Ridlehuber brought out particularly that he was looking for the project for the building mentioned in the letter of 25 May 1959.

As to the project (PR 72-59) itself, I have also noted, after giving my testimony, that the DA Form 5-25 stated that the building was to be used for "temporary maintenance of aircraft" and for "storage of aerial supply, cargo, and training materials". When I said in my testimony that the building was approved as a storage building, I could recall only the latter quote and had completely forgotten the first quote. Since the Army has what is called a "maintenance hangar", it may be a matter of semantics as to whether the approval by the Office of The Quartermaster General of this building might have constituted approval of a combination hangar and storage building or principally a storage building. I did say in my testimony something to the effect that even if the building had been considered a hangar, it might still have been approved after consideration.

Whether the building is a hangar, shop, storage building, or combination is considered immaterial, since it was customary throughout the Department of the Army to approve certain types of facilities separately. The project for construction of the building adjacent to the Fort Lee airstrip was approved on 9 June 1959 as a separate project from the project for construction of the airstrip because, at that time, the separability of projects was evaluated on the basis of completely satisfying the need for which it was to be constructed and the fact that the facility was completely usable in itself. The approval was based on the definition of a project in June 1959 which was given by Army Regulation 420-10 as "work of a construction or repair nature required to complete a facility to the point necessary to provide for the use for which the facility was designed or intended". The project for constructing the airstrip was considered to completely satisfy the facility needs for arrival and departure of aircraft at Fort Lee. The project for the building was considered to completely satisfy the need for operational storage of aerial supply, cargo, and training materials; and for temporary maintenance of aircraft. In June 1959, no known requirement existed for considering the inter-relationship of a project for constructing an airstrip and a project for constructing an aircraft support facility. The definition of a project contained in Department of Defense Directive 7040.2 dated 18 January 1961, which was published after the project for construction of the building was approved, relates a project to "any separate physical structure or facility at a

QMID-F

29 March 1962

single installation, which upon completion will be utilized to serve a single functional purpose, or a group of similar structures or facilities as, for instance, a group of barracks buildings or a group of warehouse facilities". To the best of my knowledge, the first regulatory guidance published that required considering, as a single project, the construction of a new interdependent group, or complex, of facilities serving a single operational purpose is contained in Army Regulation 415-35 dated 21 September 1961. The project for the building was approved on the basis stated in its submission; not in a snap judgment, but open and above board, honestly and sincerely. After I had discussed it with my assistant and Col. Pennington, my immediate superior, the latter agreed that the projects were properly separable and that the approval should be written.

To verify that separation of certain interdependent projects was recognized throughout the Department of the Army, the Office of The Quartermaster General was directed by the Army Deputy Chief of Staff for Logistics (our immediate superior command headquarters) on 31 January 1959, a few months prior to approval of the separate building at Fort Lee, to prepare separate minor construction projects at Sharpe General Depot for an airstrip and a maintenance shop and to approve projects to accomplish ancillary items connected therewith. Such considerations were so customary then that it was not questioned by anyone. I am inclosing a copy of this directive, not in an attempt to blame any person or Office but merely to show that a precedent had been established by higher authority and to confirm that separation of certain projects was considered proper.

I hope that the above information will be helpful.

Sincerely yours,



R. G. MACDONALD  
Chief, Facilities Branch  
Installations Division

Incl

<b>DISPOSITION FORM</b> <i>600.1 Sharpe</i>		SECURITY CLASSIFICATION (U or S)
FILE NO. LCB/BS	SUBJECT Facilities for Aircraft Maintenance Mission (Sharpe General Depot)	
TO The Quartermaster General	FROM DCSLOG	DATE JAN 31 1959 Expiration date: 27 Feb 59 Mr Marek/78&37
COMMENT NO. 1		
1. References:		
a. Comment No. 10, QM11D-F 600.1 Sharpe, dated 27 January 1959, subject: Army Aircraft Maintenance Support Facilities, Sharpe General Depot, California.		
b. Letter Sharpe General Depot to QM, GDSUU, dated 20 Jan 1959, subject: 4th Echelon TC Air Maintenance Facilities.		
2. The Quartermaster will:		
a. Prepare separate minor construction Army projects for ultimate approval of DA and DOD for construction of the airstrip and rehabilitation of warehouse to shop at Sharpe General Depot.		
b. Support Sharpe General Depot by approval of projects to accomplish the ancillary items connected with the plan attached to reference par 1b.		
c. Submit project for paint spray building to DCSLOG for inclusion in the FY 61 Military Construction Army, Authorization Program.		
BY DIRECTION OF THE DEPUTY CHIEF OF STAFF FOR LOGISTICS:		
<i>A. J. Adams</i>		
A. J. ADAMS Brigadier General, GS Director of Supply Operations		
<i>Staff, Chief DCS Log B3</i>		
81951 0 57 60%		

EXHIBIT 46.—MEMORANDUM FROM MAJ. GEN. R. V. LEE, THE ADJUTANT GENERAL, TO THE COMMANDING GENERAL, SECOND U.S. ARMY, FORT GEORGE G. MEADE, MD., APRIL 14, 1961, WITH A REPORT OF INVESTIGATION RE CONSTRUCTION OF AIRFIELD AT FORT LEE, VA., WITH EXHIBITS AND TESTIMONY.

(COPY)

HEADQUARTERS  
DEPARTMENT OF THE ARMY  
OFFICE OF THE ADJUTANT GENERAL  
WASHINGTON, D.C.

AGAO-OC 686  
(12 Apr 61)IG

14 Apr 1961

SUBJECT: Report of Investigation re Construction of Airfield at Fort Lee, Virginia

THRU: Commanding General  
United States Continental Army Command  
Fort Monroe, Virginia

TO: Commanding General  
Second United States Army  
Fort George G. Meade, Maryland

1. Inclosed is a copy of an approved report of investigation with exhibits and testimony.
2. It is desired that action be taken as indicated in paragraph 3la of the report of investigation and submit a report of the specific actions taken to The Inspector General, Department of the Army, Washington 25, D.C.
3. Attention is invited to subparagraph 15lb(3), Manual for Courts Martial, United States, 1951, for guidance involving use of inspector generals' reports of investigation in courts-martial proceedings. The report of investigation with exhibits and testimony should be returned to the Office of The Inspector General, Department of the Army, when it has served its purpose.

By Order of the Secretary of the Army:

/s/ R.V.Lee

R. V. LEE  
Major General, USA  
The Adjutant General

1 Incl  
Copy RPT of Inves  
w/exhibits and  
testimony

ATIG 333.1(14 Apr 61)

1st Ind

SUBJECT: Report of Investigation re Construction of Airfield at Fort  
Lee, VirginiaHeadquarters, United States Continental Army Command, Fort Monroe,  
Virginia.

21 Apr 1961

TO: Commanding General, Second U.S.Army, Fort George F. Meade,  
Maryland

1. Inclosed copy of approved Report of Investigation, with exhibits and testimonies, is transmitted for compliance with paragraph 2 of basic letter.

2. It is directed that action in this matter be expedited and a report of the specific actions taken submitted through this headquarters for forwarding to The Inspector General, Department of the Army.

FOR THE COMMANDER

/S/ gordon t. kimbrell

GORDON T. KIMBRELL

Colonel GS

Acting Dep Chief of Staff

1 Incl  
n/c(for) L.L. DOAN  
Major General, GS  
Chief of Staff

AIAJA (14 Apr 61)

2nd Ind

SUBJECT: Report of Investigation re Construction of Airfield at Fort Lee, Va.

HEADQUARTERS SECOND UNITED STATES ARMY, Fort George G. Meade, Maryland, 20 Jun 61

THRU: Commanding General, United States Continental Army Command, Fort Monroe, Virginia

TO: The Inspector General, Department of the Army, Washington 25, D. C.

1. This matter has been coordinated with the Department of Justice under the provisions of Army Regulations 22-160 and the Memorandum of Understanding between the Department of Defense and the Department of Justice. The Department of Justice concluded that initially the entire matter should be considered by civil authorities and so informed the Department of the Army.

2. Pending decision of the Department of Justice, in order to prevent the Statute of Limitations from barring possible prosecution of Colonel Walter R. Ridlehuber and Lieutenant Colonel William H. Jarrett, certain charges concerning alleged violations of Section 1001, Title 18, United States Code, were preferred by an officer of this headquarters and received by the Commanding Officer, Second United States Army Support Element. This latter officer normally exercises summary court-martial jurisdiction over personnel assigned or attached to this command for disposition of charges.

3. The Department of Justice has declined to initiate prosecution against any of the individuals involved, military or civilian.

4. Careful consideration has been given to the evidence and the desirability of further procedures looking to trial by court-martial for each individual subject to the Uniform Code of Military Justice. It is my opinion that such further action is not warranted and that the letters of reprimand administered by the Commanding General, Quartermaster Training Command, Fort Lee, Virginia, to the officers concerned were appropriate disposition under all the circumstances.

5. Accordingly, I have dismissed the charges against the named officers on determination that no further punitive action should be taken by me against any of the individuals.

6. I recommend that this case be closed and that flagging actions against personnel involved be removed.

/s/Ridgely Gaither  
RIDGELY GAITHER  
Lieutenant General, USA  
Commanding

1 Incl  
nc

ATIG 333.1 (14 Apr 61)

3d Ind

SUBJECT: Report of Investigation re Construction of Airfield at Fort Lee, Va.

Headquarters, United States Continental Army Command, Fort Monroe,  
Virginia

27 Jun 1961

TO: Chief of Staff, United States Army, ATTN: The Inspector General,  
Washington 25, D.C.

1. Preceding 2d indorsement indicates that the action directed in paragraph 2, basic letter, has been accomplished.

2. Attached correspondence is returned in compliance with paragraph 3, basic letter.

FOR THE COMMANDER:

/s/ Gordon T. Kimbrell

for L.L. DOAN  
Major General, GS  
Chief of Staff

GORDON T. KIMBRELL  
Colonel GS  
Deputy Chief of Staff

## EXHIBIT 47.—DOCUMENTS REFERRED TO IN THE TESTIMONY OF LT. GEN. DAVID W. TRAUB, COMPTROLLER OF THE ARMY.



DEPARTMENT OF THE ARMY  
OFFICE OF THE COMPTROLLER OF THE ARMY  
WASHINGTON 25, D. C.

COMPT-A

MAR 30 1962

MEMORANDUM FOR: CHIEF OF LEGISLATIVE LIAISON

SUBJECT: Hearing by the Sub-Committee of the House Committee on Government Operations on Construction of the Airfield at Fort Lee, Virginia

1. In the subject hearing held on 29 March 1962, General Traub, Comptroller of the Army, in response to requests by the Committee Chairman for 3 specific documents, stated he would furnish the requested documents for the record. The documents are identified below together with references to Volume 6 of the Report of Proceedings dated 29 March 1962 wherein these documents were requested.

a. Fact Sheet dated 7 July 1960 dealing with the report of violations of cost limitations at Fort Lee, Virginia, signed by Major General R. T. Evans, Jr., Deputy The Quartermaster General (request, page 356, Volume 6, Report of Proceedings), Inclosure 1.

b. Pertinent comments dated 25 August 1960 by the Chief of Engineers on the GAO Draft Report (request, page 357, Volume 6, Report of Proceedings), Inclosure 2.

c. Memorandum for record dated 12 January 1961 pertaining to the oral briefing of Mr. Brucker, Secretary of Army on 10 January 1961 (request, page 357, Volume 6, Report of Proceedings), Inclosure 3.

2. The referenced documents are attached.

FOR THE COMPTROLLER OF THE ARMY:

3 Incl  
as

*A. E. R. Howarth*  
A. E. R. HOWARTH  
Colonel, GS  
Director of Accounting

Copies furnished:  
ASA(FM) - 1  
CLL - 3  
DCSLOG - 3

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c. Memorandum for record dated 12 January 1961 pertaining to the oral briefing of Mr. Brucker, Secretary of Army on 10 January 1961 (request, page 357, Volume 6, Report of Proceedings), Inclosure 3.

2. The referenced documents are attached.

**FOR THE COMPTROLLER OF THE ARMY:**

A. E. R. HOWARTH  
Colonel, GS  
Director of Accounting

3 Incl  
as

A. E. R. HOWARTH  
Colonel, GS  
Director of Accounting

Copies furnished:

ASA(FM) - 1  
CLL - 3  
DCSLOG - 3

Inclosure 1 — Fact Sheet, dated 7 July 1960.

Incl 1 to COA Memo for CLL, Subj: Hearing by the Sub-Committee of the House Committee on Government Operations on Construction of the Airfield at Fort Lee, Virginia

MAR 10 1962

HEADQUARTERS  
DEPARTMENT OF THE ARMY  
Office of the Quartermaster General  
Washington 25, D.C.

FACT SHEET

Office of the General Counsel  
Thomas J. O'Hara, Ext. 53502  
7 July 1960

SUBJECT: AR 37-20 Report of Violation of Cost Limitations at Fort Lee, Virginia

1. PURPOSE

The purpose of this Fact Sheet is to inform interested Army staff elements of a report of violation of cost limitations on the use of Operation and Maintenance, Army, funds for minor construction in connection with the construction of an airstrip at Fort Lee, Virginia.

2. FACTS

As a part of a national survey of military construction, the General Accounting Office reviewed construction projects at Fort Lee, Virginia in the fall of 1959. During an exit interview on 9 December 1959, the General Accounting Office representatives alleged that Congressional limitations on the use of Operation and Maintenance funds for construction of an air strip were exceeded by charging costs therefor to other facilities or activities. The General Accounting Office representatives stated that a written note was found in the purchase order files to code materials purchased for the air strip to other than the air strip project.

When informed of the General Accounting Office findings, the Quartermaster General ordered his Inspector General to make an investigation. Based on the Quartermaster Inspector General's report, The Quartermaster General directed Fort Lee to submit a report of violation of the Anti-Deficiency statute pursuant to AR 37-20 and to take appropriate action regarding accounting procedures and personnel concerned.

The report submitted by Fort Lee states that the cost limitation imposed on the expenditure of Operation and Maintenance funds for the air strip was exceeded by \$37,279.35. No allotment specifically identified with the project was made to Fort Lee. Some of the costs of the air strip, however, were improperly charged to other than the air strip project, apparently to avoid charging the project with all the

funds actually used on it. The air strip project was approved by the Chief of Engineers as a troop training project at an estimated cost of \$111,537 and a total expenditure of Operation and Maintenance funds not to exceed \$24,948. Approval of the project was forwarded to Fort Lee by the Office of The Quartermaster General on 27 November 1957. AR 420-10 and 10 USC 2647 limit the use of Operation and Maintenance funds for minor construction projects to \$25,000; accordingly, the Office of the Quartermaster General's approval specifically incorporated a limitation on expenditure of Operation and Maintenance funds for the project to \$24,948. The Fort Lee report states that the absence of suitable on-post fill material, adverse weather conditions, the Engineering Unit's lack of asphalt laying capability and other factors led to the over expenditure of Operation and Maintenance funds in order to bring the project to completion. Fort Lee advises that action has been taken to correct cost coding for the project and to develop procedures designed to preclude any further occurrences of this kind.

The Commanding General, Fort Lee, has issued written administrative reprimands to the former Assistant Chief of Staff, G-4; the present Assistant Chief of Staff, G-4; the Post Engineer; the Assistant Post Engineer; Chief of the Facilities Division, G-4; and the Comptroller of his headquarters. The former Assistant Chief of Staff, G-4, now assigned to Headquarters, Eighth Army, Korea, was advised that he is being held principally responsible for the violation. The Quartermaster General has issued a written administrative reprimand to the Commanding General, Fort Lee, for his failure to establish and maintain effective means of control over funds to preclude their over obligation and over expenditure.

The report of an Anti-Deficiency violation submitted by Fort Lee was transmitted to the Deputy Chief of Staff for Logistics on 22 June 1960.

R.T. EVANS, JR.  
Major General, USA  
Deputy The Quartermaster General

DISTRIBUTION  
SECY OF ARMY  
ASA(FM)  
ASA(LOG)  
COFS  
COA  
DCSLOG  
DCSPER  
JAG



ENGMK-KC

25 August 1960

SUBJECT: GAO Draft Report "Review of Programming & Financing of Selected Facilities Constructed at Army, Navy, & Air Force Installations"

## RECOMMENDATION

That the Assistant Secretary of the Army (Manpower, Personnel & Reserve Forces) sign the inclosed memorandum (Inclosure 3) to Office, Secretary of Defense.

## COORDINATION

OCLL, OCA.

## 3 Incl

1. Memo fr ActASD(P&I) dtd 3 Aug 60
2. DF fr DCSLOG dtd 12 Aug 60
3. Memo to OSD

E.C. ITSCHNER  
Lieutenant General, USA  
Chief of Engineers

Aug. 25, 1960

CONCUR  
SIGNED

L.B. MARKEY  
Colonel, GS  
Assistant Director of  
Financial Operations

OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE  
WASHINGTON 25, D. C.

C  
O  
P  
Y

August 3, 1960

MEMORANDUM FOR THE SECRETARY OF THE ARMY  
THE SECRETARY OF THE NAVY  
THE SECRETARY OF THE AIR FORCE

SUBJECT: U. S. General Accounting Office Draft Report,  
"Review of Programming and Financing of Selected  
Facilities Constructed at Army, Navy and Air  
Force Installations"

Copies of the subject draft report to the Congress were sent to the Army, Navy and Air Force by the General Accounting Office, Defense Accounting and Auditing Division. A copy of the July 19, 1960 GAO letter transmitting the draft report to the Secretary of Defense is attached hereto for your information.

It is requested that you review this draft report and submit your comments thereon to reach this office not later than August 22, 1960. Your comments should include complete details concerning all allegations in the report pertaining to your Department.

/s/ Cooper P. Benedict  
COOPER P. BENEDICT  
Acting

Incls

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CSA (GAO) 600.1 8/3/60 FM 7-19-60 CS 600.1 (3 Aug 60)

<b>DISPOSITION FORM</b>		SECURITY CLASSIFICATION
FILE NO. LCG/SS 27759-A	SUBJECT GAO Draft Report Titled "Review of Programming and Financing of Selected Facilities Constructed at Army, Navy and Air Force Installations"	
TO Chief of Engineers	FROM DCSLOG	DATE AUG 12 1960 COMMENT NO. 1
Mr. Falvey/77811		
<p>1. References:</p> <p>a. LF from this office dated 2 Aug 60, file LCG/SS, subject as above, which forwarded copies of subject report.</p> <p>b. Logistics Directive No. 123-1 dated 31 Dec 58, subject: "Assignment of Responsibility for Preparation of LF Replies to General Accounting Office Covering Review of Draft Reports of Examination".</p> <p>c. Memorandum for Each Chief of Technical Service dated 4 March 1959, subject: "Processing of Draft GAO Reports of Examination".</p> <p>2. Attached copy of memorandum from Department of Defense imposes a suspense date of 22 August 1960 for Department of Army comments on subject report. Chief of Staff has required that comments be in his office by 16 August 1960.</p> <p>3. Request that you prepare Department of Army position on the report, in accordance with above references, for forwarding to Office, Secretary of Defense.</p> <p>4. The Summary Sheet must be routed (1) DCSLOG for approval; (2) Chief of Staff for approval; (3) Comptroller of the Army for processing; and (4) Assistant Secretary of the Army (Logistics) for signature.</p> <p>5. The attached copy of memorandum for Secretary of the Army, 3 August 1960, from the Assistant Secretary of Defense must be attached to Summary Sheet as Inclosure 1, along with a copy of the report.</p> <p>6. Your transmittal must include eight (8) copies of the Summary Sheet and thirteen (13) copies of the memorandum to Office, Secretary of Defense and any inclosures thereto, and must be submitted to reach this office by 1200 hours 15 August 1960.</p> <p>BY DIRECTION OF THE DEPUTY CHIEF OF STAFF FOR LOGISTICS</p> <p style="text-align: right;"><i>J. T. Rhodes</i></p> <p style="text-align: right;">SAMUEL T. RHODES Major, GS Acting Assistant Chief Command Program &amp; Budget Division</p> <p style="text-align: right;">81951 0 69</p>		

MEMORANDUM FOR: THE ASSISTANT SECRETARY OF DEFENSE  
(Properties & Installations)

SUBJECT: GAO Draft Report Titled "Review of Programming and Financing of Selected Facilities Constructed at Army, Navy and Air Force Installations".

The subject GAO draft report has been reviewed as requested in your memorandum of 3 August 1960.

The report of violation of cost limitation in the construction of the airstrip at Ft. Lee, Virginia has been submitted to Department of the Army Headquarters. It is currently being processed and will be forwarded separately as soon as additional information necessary to complete the report is received.

Although the GAO has identified the existing problem of defining the scope of work which can be performed under existing O & M authorizations, present Department of the Army policy pertaining to such projects is considered to be in consonance with the existing statutes. That policy is contained in letter AGAM-P(M)600.12 (5 May 1958) DCSLOG, dated 14 May 1958, Subject: "Projects of Modifications and Minor Construction", (Inclosure 1). The basic questions raised by the GAO were not as to the "need" for any of the projects cited but as to the "financing procedures". Operations and Maintenance appropriations are not used for such projects to circumvent Congress, but are used because the projects are urgently needed and the use of those funds is the only practicable method which offers the flexibility required to meet the changing situations. If the related GAO recommendation were implemented, it would so increase the number of required project approvals that both Congress and the military services would be subject to a mass of increased detail. Having to anticipate the type of project in question at least two years in advance and securing required Congressional reconsideration of any changes in previously approved projects would undoubtedly eliminate ability to adapt to changing missions and changing requirements. It would seriously impair the required conversion, rehabilitation and repair of existing facilities. To preclude increased restrictions

SUBJECT: GAO DRAFT REPORT TITLED "REVIEW OF PROGRAMMING AND FINANCING OF SELECTED FACILITIES CONSTRUCTED AT ARMY, NAVY AND AIR FORCE INSTALLATIONS."

by Congress, it is suggested that a common interpretation of existing statutes be developed for all three military departments and that a system for internal policing of this interpretation be implemented by each military department. It is considered that more effective control over construction by Congress and the necessary flexibility required by commanders could be achieved by a clarification of the language of Operations and Maintenance Appropriation Acts.

With respect to construction costs in excess of amounts presented to the Congress, the facts relating to the cases cited would seem to indicate that adequate controls existed and were applied. The procedure followed in securing approval of the appropriation committees of the House and Senate, referred to in the "DA Position" item contained in Inclosure 3, is an example of an existing Congressional control. Should any restrictions beyond those now in effect be considered necessary, it is believed that, if construction is to be at all expeditiously accomplished, such restrictions or controls should originate internally within the military services concerned.

The detailed comments which were requested in your memorandum have been assembled in three sections corresponding to the format of the GAO report and are attached as inclosures 2, 3, and 4.

4 Incls

1. Ltr AGAM-P(M)600.12  
(5 May 1958)DCSLOG
2. Const w/o Specific  
Cong apvl & violation  
of Stat Limitation
3. Const Costs Far in Excess  
of Amts Presented to Cong
4. Excess Costs Incurred

Dewey Short  
Assistant Secretary of the Army  
(Manpower, Personnel and Reserve Forces)

DEPARTMENT OF THE ARMY  
Office of the Adjutant General  
Washington 25, D.C.

AGAM-P (M) 600.12 (6 May 58) DSCLOG

14 May 1958

SUBJECT: Projects of Modification and Minor Construction

TO: The Adjutant General  
Heads of Technical Staff  
Commanders in Chief  
US Army, Europe  
US Army, Pacific  
Commanding Generals  
US Army, Alaska  
US Army, Caribbean  
US Army, Southern European Task Force  
US Continental Army Command  
Zone of Interior Armies  
Military District of Washington, US Army  
Superintendent  
US Military Academy  
Chief, US Army Security Agency

1. Reference is made to:
  - a. Section 408, PL 968, 84th Congress (DA Bulletin #13, 1956).
  - b. Message, DA 542745, 27 June 1957
  - c. AR 420-10
  - d. Chapter 12, SR 420-75-5

2. The purpose of this letter is to amend the provisions of reference 1b by delineating certain kinds of modification work which may be accomplished with operating and maintenance funds and that work which must be accomplished with construction funds.

3. The terms "project" and "estimated cost of a project" are defined in paragraph 3, AR 420-10. These definitions apply to approval authorities in paragraph 7 and Table I, both of AR 420-10. The cost of a project includes unfunded as well as funded costs. Cost of supplies includes installed personal property (paragraph 4k, AR 735-5), but not "equipment in place" (paragraph 4s, AR 735-5, as changed). Incidental expense such as engineering and inspection, if available without additional cost, is not included in the cost of a project.

4. The statutory provisions of reference - apply to funded cost of a project, as defined under ACMS procedures. Agencies or activities not

using ACNS procedures will consider funded costs as excluding military labor and other resources not chargeable to current year or prior year fund accounts applicable to the type of work involved in the project.

5. Where projects involve maintenance, repair, or modification not of a construction nature (paragraph 8), as well as minor construction (paragraph 7), only the minor construction portion is subject to the provisions of reference 1a.

6. Classification of work (i.e., operation, maintenance and modification) will follow the principles currently established in Chapter 12, SR 420-75-5 (to be republished in other appropriate regulations).

7. The following kinds of work, if over \$25,000 in funded costs, must be programed in regular Military Construction budgets, or from MCA Minor Construction funds, if not in excess of \$200,000 and determined to be urgently required (paragraph 5d, Part VI, Installations Program, Target FY 1959):

- a. All new construction separate and apart from existing facilities.
- b. Relocation of buildings or structures involving erection of new foundations.
- c. Additions or extensions to existing facilities.
- d. Alterations which convert a facility from one purpose to another, such as warehousing to administrative, housing to storage, barracks to family housing and the like.
- e. Alterations which affect engineering structural features, such as bearing walls.

8. The following types of modification work may be accomplished from funds available for operation and maintenance the approval authorities for modifications in paragraph 7 and Table I, both of AR 420-10:

- a. Minor construction type work as indicated in paragraph 7, when the funded cost of the project is \$25,000 or less and the work is determined to be urgently required.
- b. Installation of automatic sprinkler systems.
- c. Modifications which provide or rearrange nonstructural features, such as nonbearing walls, other than for purposes in paragraph 7d.
- d. General improvement not contradictory to paragraph 7, such as installation of better sanitary facilities, improved lighting, lining of unlined buildings and the like.

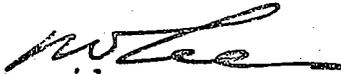
AGAMP (M) 600.12 (5 May 58) DC3LCC

14 May 1958

SUBJECT: Projects of Modification and Minor Construction

9. You will take appropriate action in furnishing the above clarification and guidance to installations and activities for which you have command responsibility.

By Order of Wilber M. Brucker, Secretary of the Army:



## Copies furnished:

Deputy Chiefs of Staff  
Assistant Chief of Staff,  
Intelligence  
Comptroller of the Army  
Commanding General  
US Army Air Defense Command  
Chief  
Armed Forces Special Weapons  
Project

R. V. LEE  
Major General, USA  
Acting The Adjutant General

1. CONSTRUCTION WITHOUT SPECIFIC CONGRESSIONAL APPROVAL AND VIOLATION OF STATUTORY LIMITATION

GAO ALLEGATIONS:

a. Many construction and construction type projects have been designated as major repairs, rehabilitations or modifications and accomplished outside the construction (per se) program authorities. Similar types of construction have been accomplished under both the Military Construction program and the Operation & Maintenance program. O&M appropriations were used to complete construction projects. The cost of processing and installing certain types of collateral equipment were not considered as part of the construction program. There is no evidence that Congress has been advised and permitted to review and approve such individual projects. Therefore the Military Construction authorization processes established by Congress to control and limit the extent of construction are being avoided. Despite the limitations imposed by Section 3733 Revised Statutes, 41 U. S. C. 12 relative to entering into contracts for public improvements in excess of the amount appropriated for the specific purpose and despite the \$25,000 limitations imposed by 10 U. S. C. 2674 on the use of Operation and Maintenance funds for urgently needed improvement projects, various types of construction and construction type work are being financed outside the Military Construction program with Operation and Maintenance funds in excess of the \$25,000 limitation. Due in part to a lack of any overall guidance by the DOD to establish uniform terminology with respect to project classification the definitions adopted by each of the military departments are varied and include almost any type of public improvement, short of new construction.

b. The Department of the Army has been constructing an airfield at Ft. Lee, Virginia without specific prior approval of Congress and has exceeded the \$25,000 limitation imposed by 10 U. S. C. 2674 for use of Operation and Maintenance funds for urgently needed projects.

GAO RECOMMENDATIONS:

1. We fully recognize that the degree of control to be exercised by the Congress, or through its committees, is a matter of policy for the Congress to determine. However, to strengthen program disclosure, review and control in military construction authorization processes, and to insure consistent handling of all construction by each of the military departments, we suggest that the Congress consider establishing uniform definitions and basic policies, through the enactment of appropriate legislation or otherwise, which will govern military construction program presentations by the military

departments and assure inclusion therein of complete information as to scope and foreseeable cost of all construction work of the type to be specified by the Congress. In this respect the Congress may wish to have the military departments include in their presentations not only all new major construction including all equipment required to make the facility capable of performing the purpose intended, but also those projects which convert an existing facility from one end-use to another, modifications or rehabilitations which substantially alter or increase the value of an existing facility, extensions or additions to existing facilities, and construction work of a permanent nature accomplished in whole or in part by military personnel. In this way, the Congress, in the course of reviewing the military construction programs, would have before it a complete representation of the full scope and anticipated cost of each project regardless of the means by which the work may ultimately be financed.

2. We recommend that the Secretary of the Army promptly investigate and report to the President and to the Congress, in compliance with the requirements of Section 3679, Revised Statutes, 31 U. S. C. 665, the violation of the Congressional cost limitation which occurred in the construction of the Fort Lee airfield.

FACTS:

For fiscal year 1957, Public Law 639, Title III, Maintenance and Operation, provided: "For expenses, not otherwise provided for, necessary for \*\*\* alteration, extension, and repair of structures and property \*\*\*." The Ft. Riley, Kansas and Philadelphia (Pa.) Quartermaster Depot conversion projects (pages 22, 23) were accomplished as alterations under the above noted authority.

For fiscal years 1958, 1959, and 1960, Public Laws 85-117, 85-724 and 85-166, Title III, Operation and Maintenance, provides: "For expenses, not otherwise provided for, necessary for the operation and maintenance of the Army, including \*\*\* repairs of facilities \*\*\*." Because of the more restrictive and less definitive language in the 1958-60 laws, interpretation was obtained from Legal Advisor, Comptroller of the Army. The interpretation obtained was disseminated to field commanders as DA policy in letter AGAM-P(M) 600.12 (5 May 1958) DCSLOG, Subject: "Projects of Modification and Minor Construction," 14 May 1958. The Ft. Sill, Oklahoma (page 24 of the GAO Report); Ft. Bliss, Texas (page 26 of the GAO Report); and Ft. Sill, Oklahoma (page 27 of the GAO Report) items were accomplished under the fiscal year 1958-60 laws as interpreted. The history of the Ft. Sill, Oklahoma (page 24 of the GAO Report) item indicates that the building involved was constructed as a Post Exchange in 1911 and served for

this purpose until September 1956 when it was converted to administrative space. Since the project in question, which was charged to FY 1959 Operation and Maintenance funds, was necessary for continued use of the building for administrative purposes, the work involved is not considered as a "conversion".

The few significant projects which have been constructed by Army troops have been included in the Military Construction Army program and presented to Congress; e. g. Rifle (TEAMFIRE) Ranges.

Construction requirements now presented include all equipment necessary for the building or structure to function for the general purpose provided; namely to house or support a facility category. Such categories are defined in Department of Defense Instructions. Equipment peculiar to a specialized activity and portable are financed with its operating budgets. The Structures and Mechanics Laboratory, Redstone Arsenal, Alabama (page 34 of the GAO Report) was constructed within the authority of Public Law 968/84, Section 102 (Classified Military Installations \$200,783,000). The apportioned amount for this item \$5,526,000 was a part of an overall request of \$12,225,700. The apportioned amount was considered as applying to construction alone and not to equipment furnished by the Using Service. The determination as to what equipment is to be considered as part of construction was based upon Army Regulation 415-10 paragraphs 2f and 2g. The final cost of \$4,961,384 reported for construction of item 803-702.120 and charged against the MCA authorization is for construction only.

The alleged violation of the cost limitation in connection with the construction of an airfield at Ft. Lee, Virginia (page 36 of the GAO Report) is being handled in a separate report. That report is now being processed by the Comptroller of the Army.

#### DA POSITION:

With respect to the use of Operation and Maintenance authorizations DA has, with the possible exception of the Ft. Lee airstrip project, complied with what was determined to be the intent of Congress and the statutory limitations. With respect to general procedures it is considered that there is reasonable uniformity in the manner in which the three departments present their military construction requirements. The DA has established a specific policy relative to financing projects of modification and minor construction as evidenced by multiple letter AGAM-P(M) 600.12 (5 May 1958) DCSLOG, dated 14 May 1958, subject: "Projects of Modification and Minor Construction." Projects of those types are defined and delineated therein. Construction of a permanent nature performed by military personnel are of a troop training nature and are not, in the case of operation and maintenance type projects, believed to be significant enough to justify the attention of the Congress. The DA considers that the controls per se presently established by the Congress and the Secretary of Defense are adequate and that no changes in those controls are necessary. However, as indicated in the GAO Report, it is believed that the solution to the "definition" problem would be to have the wording of the Operation and Maintenance appropriations more clearly define the types of projects to be financed by those funds.

2. CONSTRUCTION COSTS FAR IN EXCESS OF AMOUNTS PRESENTED TO CONGRESS  
GAO ALLEGATION:

Construction costs of individual facilities being built by the Army have far exceeded the amounts presented to Congress for specific line items at the time the construction authorization was being sought even though in some instances the scope of work was reduced. In other cases the scope of work was substantially increased over that presented to Congress. The construction work was accomplished within the overall Congressional authorization by deferring line items included in the authorization.

GAO RECOMMENDATION: We recommend that, in cases where there are wide and significant variances in scope or cost, or both, between the initial estimates presented to Congress and the latest known estimates, the Secretary of the military department concerned take prompt action to apprise the Congress of the changed condition and the reasons therefor, so that the Congress may be given an opportunity to pass upon the justification for the change in the initial estimate.

FACTS:

The statement that the cost of the Fort Dix, New Jersey, Hospital (page 41 of the GAO Report) was \$12.4 million for a 500-bed capacity hospital as compared to the \$8.3 million estimate for a 750-bed capacity presented to Congress is correct. Public Law 155/82 provided that the FY 52 Fort Dix MCA Program of \$29,952,000 could if necessary be exceeded by 10% without limiting the percentage any single facility at a station might exceed the budget estimate for that facility. Thus the statutory limit for that particular program became \$32,947,000. The total cost of all related facilities was \$1,417,000 less than that limitation. The original FY 52 program was prepared in FY 50. Funding as well as plans and specifications are subject to review by the Office of the Surgeon General, Department of Defense and the Bureau of the Budget. Due to deferment, reinstatement of design and criteria changes occasioned by the required reviews, a design acceptable for advertising was not completed until October 1956. Changes in design which resulted in a 500-bed capacity instead of the original 750-bed capacity and modifications to include such items as air conditioning and a central heating plant were authorized by appropriate higher authority such as Deputy Chief of Staff for Logistics, Department of Defense and Bureau of the Budget. On 30 October 1956 an apportionment request for \$12,119,000 was requested and granted in November 1956 following a conference with DOD and BOB representatives. From 3 December 1956 until completed, the sum of \$293,000 was authorized for changes required by the Surgeon General and other necessary revisions to plans and specifications which did not become apparent until construction was under way. The final cost upon completion in February 1960, approximately 10 years after the budget estimate was prepared, was \$12,412,000.

The statement that the cost of the Main Post Exchange at Redstone Arsenal, Alabama, (Page 41 of the GAO Report) was increased from \$220,000 to \$320,000 is correct. An increase in scope from 10,100 square feet to 11,700 square feet was approved by the Deputy Assistant Secretary of Defense provided that any additional costs were absorbed within the total funds apportioned this budget category. The Current Working Estimate for this item is \$328,000 and is within the station's total permitted under FL 161/84. The increased cost is within the authority provided by that law.

DA POSITION:

It is the desire to present to the Congressional Committees reviewing military construction the latest known estimates of cost. Accordingly the DA now has budget estimates and initial reviews of cost estimates prepared by field agencies before presentations are made to the Congress. Whenever the department determines that a new or different type of construction is advisable and the resulting changes in the scope of the project increase the estimated cost by more than \$25,000, the approval of the appropriation committees of the House and Senate are secured before proceeding with construction. Otherwise in deference to the Committees, changes in estimates after submission to Congress are limited to those of exceptional significance. The Department of the Army does not consider it necessary or practicable to change the currently effective procedures.

### 3. EXCESS COSTS INCURRED

#### GAO ALLEGATION:

Excess costs were incurred by the Department of the Navy because a contract was awarded for an incomplete facility. (to stay within the available authorization limitation) without promptly requesting the needed additional authorization from Congress. Omitted items subsequently restored by change order at considerably greater cost than originally bid.

#### GAO RECOMMENDATION:

That part of the GAO recommendation that might have implications for the Department of the Army was:

"We further recommend that in order to preclude additional costs being incurred on future projects when it is apparent that a complete facility cannot be provided within authorized limitations, the Department of the Navy promptly request additional congressional authorization to meet known or planned requirements and not to contract for facilities omitting features which may have to be restored later at a greatly increased cost."

#### FACTS:

It is the policy of the Chief of Engineers in directing the construction program of the Department of the Army to award contracts which assure in each instance the provision of a complete, operable facility. If authorization is insufficient to provide all items at an installation, one or more items may be deferred until Congress acts favorably on the request for additional authorization. The additional or "deficiency" authorization is requested promptly in the next annual request to Congress.

#### DA POSITION:

The DA complies with the GAO recommendation.

Inclosure 3 — Memorandum For The Record, dated 12 January 1961 —  
Briefing of the Secretary of the Army .

Incl 3 to COA Memo for CLL, Subj: Hearing by the Sub-Committee of the House Committee  
on Government Operations on Construction of the  
Airfield at Fort Lee, Virginia

MAR 30 1962

HEADQUARTERS  
U. S. ARMY AUDIT AGENCY  
Washington 25, D. C.

ARAUD-O(D1)

12 January 1961

MEMORANDUM FOR THE RECORD

SUBJECT: Briefing of the Secretary of the Army on the Special  
Audit Report on the Construction of an Airfield at  
U. S. Army Quartermaster Training Command,  
Fort Lee, Virginia

1. Purpose, Date and Attendance: The U. S. Army Audit Agency briefed the Secretary of the Army for the purpose of bringing to his attention the results of the special audit of the construction of an airfield at the U. S. Army Quartermaster Training Command, Fort Lee, Virginia, on 10 January 1961 at 1600 hours. The special audit was requested by the Secretary on 15 November 1960 during a briefing by General A. T. McNamara, The Quartermaster General, on a General Accounting Office Report citing a violation of Section 3679 of the Revised Statutes, resulting from the construction of the airfield at Fort Lee. The attendance at the briefing is shown in Attachment A.

2. Background: The major points covered during the briefing were:

a. An airfield which had been proposed and requested for authorization as a single project, to be financed from Military Construction, Army funds, was subsequently split into several subprojects which individually would fall within the \$25,000 limitation established by 10 USC 2674 for financing construction with O&M, A funds;

b. In the approval process, the funded cost estimate for the most important of these project estimates was revised unrealistically downward to below \$25,000 while at the same time the scope of work was substantially increased;

c. The funded costs of this project exceeded \$25,000 and the records were falsified in an effort to conceal the fact;

ARAUD-O(D1)

SUBJECT: Briefing of the Secretary of the Army on the Special Audit Report on the Construction of an Airfield at U. S. Army Quartermaster Training Command, Fort Lee, Virginia

d. The airfield which has cost about \$586,000 to date in funded and unfunded costs would cost an estimated additional \$1.1 million to complete as an all-weather airfield, but would still not meet Army standards because of its obstructed location; and

e. Various officials of the Quartermaster Corps were cognizant or should have been aware of the circumstances surrounding the construction of the airfield prior to the GAO audit.

3. Discussion: At the conclusion of the briefing, comments of significance were made by those present as follows:

a. Major General A. T. McNamara, The Quartermaster General, presented his views which were similar to those set forth in his memorandum dated 30 December 1960 on the audit included in the USAAA special audit report as Appendix A.

b. Brigadier General C. E. Straight, OJAG, stated that he did not believe that the administrative reprimands already administered would be a bar to trial by court-martial; that the proper authority for general court-martial action in this case is the Commanding General, Second U. S. Army; and that he did not at the present time recommend that the matter be turned over to the Department of Justice until the Army explores every possibility of the case.

c. Lt. General Colglazier, The Deputy Chief of Staff for Logistics, expressed the view that:

(1) The separate individual O&M, A financed projects for the construction of the airfield at Fort Lee need not be considered as a single entity and a case could be made for classifying the eight individual O&M, A financed projects into three separate projects.

(2) The Fort Lee case should not be the basis for taking away the present flexibility the Army now has in the use of O&M, A funds for construction purposes by placing a narrow definition of what constitutes a project.

ARAUS-O(D)

SUBJECT: Briefing of the Secretary of the Army on the Special Audit Report on the Construction of an Airfield at U. S. Army Quartermaster Training Command, Fort Lee, Virginia

(3) The pertinent regulations possibly should be amended since a portion of the difficulty in the Fort Lee case arose out of the definition as to what constitutes a project.

(4) He thought that the construction of an airfield at Fort Lee could be classified as a project of an urgent nature.

(5) An examination of the many O&M, A financed projects would reveal that the use of O&M, A funds in this manner was not at all unusual but was the commonly accepted way of handling minor projects.

d. The Secretary of the Army stated that:

(1) He was much concerned over the alleged falsification of records at Fort Lee in connection with the construction of the airfield.

(2) He wanted the construction of airfields within the Army on an installment basis using O&M, A funds stopped. (He later enlarged this statement to include all other types of construction upon the suggestion of the Under Secretary.)

(3) Matters of this nature must be considered at the proper level at the time of their inception, not four or five years later.

(4) Whatever construction work is performed within the Army must be done within the intent of the law; and, we must abide by the law because it is our protection and if we attempt to undermine it, we are going to be in pretty bad shape.

(5) He wanted whatever action taken that was necessary to stop the construction of airfields (all construction) on an installment basis, but that he thought that lack of clarity of Army Regulations was a lame excuse as justification for improper actions.

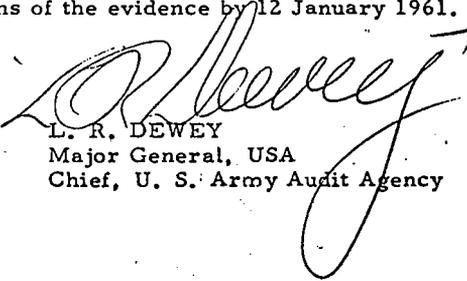
(6) He could not condone trying to do indirectly that which could not be done directly.

ARAUD-O(D1)

SUBJECT: Briefing of the Secretary of the Army on the Special Audit Report on the Construction of an Airfield at U. S. Army Quartermaster Training Command, Fort Lee, Virginia

4. Decisions: Secretary Brucker directed that the Office of the Judge Advocate General review the results and the working papers of the USAAA audit and the Quartermaster IG report on the construction of the airfield at Fort Lee to determine what, if any, additional disciplinary action would be appropriate and to brief him on the pertinent portions of the evidence by 12 January 1961.

1 Incl  
Attachment A



L. R. DEWEY  
Major General, USA  
Chief, U. S. Army Audit Agency

## DISTRIBUTION:

- 1 - Ea Conferee
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- 1 - CLL
- 1 - JAG
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- 1 - XO, OCA

## ATTACHMENT A

OFFICE OF THE SECRETARY OF THE ARMY

Hon. W. M. Brucker - Secretary of the Army  
 Hon. H. M. Milton - Under Secretary of the Army  
 Hon. G. H. Roderick - Asst Secretary of the Army (FM)  
 Mr. P. K. Robinson - Deputy Asst Secretary of the Army (FM)  
 Lt. Col. J. F. Ladd - Military Assistant to the Secretary of the Army  
 Lt. Col. W. J. Steichen - Military Assistant to the Under Secretary  
 of the Army  
 Col. A. D. Chaffin, Jr. - Chief, Properties and Installations Division  
 Office, Asst Secretary of the Army (MP&RF)

OFFICE OF THE CHIEF OF LEGISLATIVE LIAISON

Col. W. M. Smoak - Chief, Congressional Investigation Division  
 Mr. C. C. Fenn - Special Advisor to the Secretary of the Army

OFFICE OF THE CHIEF OF STAFF

Lt. Col. E. J. Tinari - Executive, Asst Secretary of the General Staff

OFFICE OF THE JUDGE ADVOCATE GENERAL

Brig. Gen. C. E. Straight - Assistant JAG for Civil Law  
 Col. K. J. Hodson - Chief, Military Justice Division

OFFICE OF THE DEPUTY CHIEF OF STAFF FOR LOGISTICS

Lieut. General R. W. Colglazier, Jr. - The Deputy Chief of Staff for  
 Logistics

OFFICE OF THE CHIEF OF ENGINEERS

Brig. General W. C. Hall - Director of Personnel

OFFICE OF THE QUARTERMASTER GENERAL

Maj. Gen. A. T. McNamara - The Quartermaster General  
 Mr. R. M. Lemke - General Counsel

## ATTACHMENT A

OFFICE OF THE COMPTROLLER OF THE ARMY

Lieut. Gen. D. W. Traub - Comptroller of the Army  
Col. A. E. R. Howarth - Director of Accounting  
Mr. R. L. Tracy - Legal Advisor

U. S. ARMY AUDIT AGENCY

Maj. Gen. L. R. Dewey - Chief, U. S. Army Audit Agency  
Mr. P. S. Carter - Chief, Audit Division No. 1, Office of Audit Operations  
Mr. S. Rubin - Audit Division No. 2, Office of Audit Operations

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COMPT-A

MAR 30 1962

MEMORANDUM FOR: CHIEF OF LEGISLATIVE LIAISON

**SUBJECT:** Hearing by the Sub-Committee of the House Committee on Government Operations on Construction of the Airfield at Fort Lee, Virginia

1. In the subject hearing held on 29 March 1962, General Traub, Comptroller of the Army, in response to requests by the Committee Chairman for 3 specific documents, stated he would furnish the requested documents for the record. The documents are identified below together with references to Volume 6 of the Report of Proceedings dated 29 March 1962 wherein these documents were requested.

a. Fact Sheet dated 7 July 1960 dealing with the report of violations of cost limitations at Fort Lee, Virginia, signed by Major General R. T. Evans, Jr., Deputy The Quartermaster General (request, page 356, Volume 6, Report of Proceedings), Inclosure 1.

b. Pertinent comments dated 25 August 1960 by the Chief of Engineers on the GAO Draft Report (request, page 357, Volume 6, Report of Proceedings), Inclosure 2.

c. Memorandum for record dated 12 January 1961 pertaining to the oral briefing of Mr. Brucker, Secretary of Army on 10 January 1961 (request, page 357, Volume 6, Report of Proceedings), Inclosure 3.

2. The referenced documents are attached.

FOR THE COMPTROLLER OF THE ARMY:

A. E. R. HOWARTH  
Colonel, GS  
Director of Accounting

3 Incl  
as

A. E. R. HOWARTH  
Colonel, GS  
Director of Accounting

Copies furnished:

ASA(FW) - 1  
CLL - 3  
DCSLOG - 3

HEADQUARTERS  
DEPARTMENT OF THE ARMY  
Office of the Quartermaster General  
Washington 25, D.C.

## FACT SHEET

Office of the General Counsel  
Thomas J. O'Hara, Ext. 53502  
7 July 1960

SUBJECT: AR 37-20 Report of Violation of Cost Limitations at Fort Lee,  
Virginia

## 1. PURPOSE

The purpose of this Fact Sheet is to inform interested Army staff elements of a report of violation of cost limitations on the use of Operation and Maintenance, Army, funds for minor construction in connection with the construction of an airstrip at Fort Lee, Virginia.

## 2. FACTS

As a part of a national survey of military construction, the General Accounting Office reviewed construction projects at Fort Lee, Virginia in the fall of 1959. During an exit interview on 9 December 1959, the General Accounting Office representatives alleged that Congressional limitations on the use of Operation and Maintenance funds for construction of an air strip were exceeded by charging costs therefor to other facilities or activities. The General Accounting Office representatives stated that a written note was found in the purchase order files to code materials purchased for the air strip to other than the air strip project.

When informed of the General Accounting Office findings, the Quartermaster General ordered his Inspector General to make an investigation. Based on the Quartermaster Inspector General's report, The Quartermaster General directed Fort Lee to submit a report of violation of the Anti-Deficiency statute pursuant to AR 37-20 and to take appropriate action regarding accounting procedures and personnel concerned.

The report submitted by Fort Lee states that the cost limitation imposed on the expenditure of Operation and Maintenance funds for the air strip was exceeded by \$37,279.35. No allotment specifically identified with the project was made to Fort Lee. Some of the costs of the air strip, however, were improperly charged to other than the air strip project, apparently to avoid charging the project with all the

7 July 1960

SUBJECT: AR 37-20 Report of Violation of Cost Limitations at Fort Lee, Virginia

funds actually used on it. The air strip project was approved by the Chief of Engineers as a troop training project at an estimated cost of \$144,537 and a total expenditure of Operation and Maintenance funds not to exceed \$24,948. Approval of the project was forwarded to Fort Lee by the Office of The Quartermaster General on 27 November 1957. AR 420-10 and 10 USC 2647 limit the use of Operation and Maintenance funds for minor construction projects to \$25,000; accordingly, the Office of the Quartermaster General's approval specifically incorporated a limitation on expenditure of Operation and Maintenance funds for the project to \$24,948. The Fort Lee report states that the absence of suitable on-post fill material, adverse weather conditions, the Engineering Unit's lack of asphalt laying capability and other factors led to the over expenditure of Operation and Maintenance funds in order to bring the project to completion. Fort Lee advises that action has been taken to correct cost coding for the project and to develop procedures designed to preclude any further occurrences of this kind.

The Commanding General, Fort Lee, has issued written administrative reprimands to the former Assistant Chief of Staff, G-4; the present Assistant Chief of Staff, G-4; the Post Engineer; the Assistant Post Engineer; Chief of the Facilities Division, G-4; and the Comptroller of his headquarters. The former Assistant Chief of Staff, G-4, now assigned to Headquarters, Eighth Army, Korea, was advised that he is being held principally responsible for the violation. The Quartermaster General has issued a written administrative reprimand to the Commanding General, Fort Lee, for his failure to establish and maintain effective means of control over funds to preclude their over obligation and over expenditure.

The report of an Anti-Deficiency violation submitted by Fort Lee was transmitted to the Deputy Chief of Staff for Logistics on 22 June 1960.

R.T. EVANS, JR.  
Major General, USA  
Deputy The Quartermaster General

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1 3 1,2  
 2 4  
 4 Asst (MP&RF) OCE 76930  
 3 Processing Mr. C. E. Friend, Jr.

ENGMC-KC GAO Draft Report "Review of  
 Programming & Financing of Selected  
 Facilities Constructed at Army, Navy, & Air Force Installations" 25 August 1960

X  
 DISCUSSION

1. The purpose of this action is to forward a memorandum addressed to Office, Assistant Secretary of Defense (Properties & Installations) for signature by the Assistant Secretary of the Army (Manpower, Personnel and Reserve Forces) in accordance with a memorandum request dated 3 August 1960 from the Acting Assistant Secretary of Defense (Properties & Installations) (Inclosure 1) which was transmitted by Deputy Chief of Staff for Logistics Disposition Form dated 12 August 1960, File No. Log/85 27759-A (Inclosure 2). The memorandum requested the Secretaries of the three military departments to review the subject draft report and submit comments thereon not later than 22 August 1960.

2. The General Accounting Office in the draft report stated (i) that more than \$50 million of construction and construction type work has been accomplished by the military departments in FY's 57, 58 and 59 outside the military construction program. GAO takes the position that Congressional approval of such construction was usually avoided by classifying the work as repair, rehabilitation, modification, alteration or replacement and by financing it from Operation and Maintenance Appropriations, and that the \$25,000 limitation imposed by 10 USC 2674 had been exceeded on the Ft. Lee, Va. airfield; (ii) that construction costs for specific line items exceed those presented Congress, even though in some cases the scope of the project was reduced; and (iii) that through failure to secure additional Congressional authorization necessary to enable contracting for the complete facility desired, items were omitted which had to be restored at a later date at an increased cost. This last statement originated from GAO criticism of the Department of the Navy. Recommendations relative to the above findings and conclusions were (i) that Congress consider uniform definitions and basic policies to assure inclusion in Congressional presentations of complete information as to scope and foreseeable costs of all construction work of the type to be specified by the Congress and that the Secretary of the Army investigate and report to the President and the Congress, in compliance with Section 3679, Revised Statutes, the alleged violation of the Congressional cost limitation in connection with the construction of the Ft. Lee, Virginia airfield; (ii) that the Secretary of the military department concerned take prompt action to apprise Congress of changed conditions and the reasons therefor so that Congress has an opportunity to pass upon the justification for a change in an initial estimate; and (iii) that when it is apparent that a complete facility cannot be provided, additional Congressional authorizations should be obtained in lieu of contracting for facilities while omitting features which may have to be restored later. It is to be noted that the installation has submitted a separate report on the Ft. Lee item. That report is now being processed by the Comptroller of the Army.

3. Comments on the GAO findings and recommendations are furnished as inclosures to the memorandum for the Assistant Secretary of Defense (Properties & Installations).

ENGMC-KC

25 August 1960

SUBJECT: GAO Draft Report "Review of Programming & Financing of Selected Facilities  
Constructed at Army, Navy, & Air Force Installations"

## RECOMMENDATION

That the Assistant Secretary of the Army (Manpower, Personnel & Reserve Forces) sign the inclosed memorandum (Inclosure 3) to Office, Secretary of Defense.

## COORDINATION

OCLL, OCA.

3 Incl

1. Memo fr ActASD(P&I) dtd 3 Aug 60
2. DF fr DCSLOG dtd 12 Aug 60
3. Memo to OSD

E. C. ITSCHEMER

Lieutenant General, USA  
Chief of Engineers

Aug 25 1960

CONCUR

L. B. MARKEY  
Colonel, GS  
Assistant Director of  
Financial Operations

OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE  
WASHINGTON 25, D. C.

C

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August 3, 1960

MEMORANDUM FOR THE SECRETARY OF THE ARMY  
THE SECRETARY OF THE NAVY  
THE SECRETARY OF THE AIR FORCE

SUBJECT: U. S. General Accounting Office Draft Report,  
"Review of Programming and Financing of Selected  
Facilities Constructed at Army, Navy and Air  
Force Installations"

Copies of the subject draft report to the Congress were sent to the Army, Navy and Air Force by the General Accounting Office, Defense Accounting and Auditing Division. A copy of the July 19, 1960 GAO letter transmitting the draft report to the Secretary of Defense is attached hereto for your information.

It is requested that you review this draft report and submit your comments thereon to reach this office not later than August 22, 1960. Your comments should include complete details concerning all allegations in the report pertaining to your Department.

/s/ Cooper P. Benedict  
COOPER P. BENEDICT  
Acting

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600.1 (3 Aug 60)

INCL 1

DISPOSITION FORM		SECURITY CLASS.	DATE
FILE NO. LOG/SS 27159-A	SUBJECT GAO Draft Report Titled "Review of Programming and Financing of Selected Facilities Constructed at Army, Navy and Air Force Installations"		
TO Chief of Engineers	FROM DCSLOG	DATE AUG 12 1960	COMMENT NO. 1 Mr. Falvey/77311
<p>1. References:</p> <p>a. DF from this office dated 2 Aug 60, file LOG/SS, subject as above, which forwarded copies of subject report.</p> <p>b. Logistics Directive No. 123-1 dated 31 Dec 58, subject: "Assignment of Responsibility for Preparation of DA Replies to General Accounting Office Covering Review of Draft Reports of Examination".</p> <p>c. Memorandum for Each Chief of Technical Service dated 4 March 1959, subject: "Processing of Draft GAO Reports of Examination".</p> <p>2. Attached copy of memorandum from Department of Defense imposes a suspense date of 22 August 1960 for Department of Army comments on subject report. Chief of Staff has required that comments be in his office by 16 August 1960.</p> <p>3. Request that you prepare Department of Army position on the report, in accordance with above references, for forwarding to Office, Secretary of Defense.</p> <p>4. The Summary Sheet must be routed (1) DCSLOG for approval; (2) Chief of Staff for approval; (3) Comptroller of the Army for processing; and (4) Assistant Secretary of the Army (Logistics) for signature.</p> <p>5. The attached copy of memorandum for Secretary of the Army, 3 August 1960, from the Assistant Secretary of Defense must be attached to Summary Sheet as Inclosure 1, along with a copy of the report.</p> <p>6. This transmittal must include eight (8) copies of the Summary Sheet and thirteen (13) copies of the memorandum to Office, Secretary of Defense and any inclosures thereto, and must be submitted to reach this office by 1200 hours 15 August 1960.</p> <p>BY DIRECTION OF THE DEPUTY CHIEF OF STAFF FOR LOGISTICS</p> <p style="text-align: right;"><i>J. T. Rhodes</i></p> <p style="text-align: right;">SAMUEL T. RHODES Major, GS Acting Assistant Chief Command Program &amp; Budget Division</p> <p>WAMP dtd</p>			

**MEMORANDUM FOR:** THE ASSISTANT SECRETARY OF DEFENSE  
(Properties & Installations)

**SUBJECT:** GAO Draft Report Titled "Review of Programming and Financing of Selected Facilities Constructed at Army, Navy and Air Force Installations".

The subject GAO draft report has been reviewed as requested in your memorandum of 3 August 1960.

The report of violation of cost limitation in the construction of the airstrip at Ft. Lee, Virginia has been submitted to Department of the Army Headquarters. It is currently being processed and will be forwarded separately as soon as additional information necessary to complete the report is received.

Although the GAO has identified the existing problem of defining the scope of work which can be performed under existing O & M authorizations, present Department of the Army policy pertaining to such projects is considered to be in consonance with the existing statutes. That policy is contained in letter AGAM-P(S)600.12 (5 May 1958) DOPMCO, dated 14 May 1958, Subject: "Projects of Modifications and Minor Construction", (Inclosure 1). The basic questions raised by the GAO were not as to the "need" for any of the projects cited but as to the "financing procedures". Operations and Maintenance appropriations are not used for such projects to circumvent Congress, but are used because the projects are urgently needed and the use of those funds is the only practicable method which offers the flexibility required to meet the changing situations. If the related GAO recommendation were implemented, it would so increase the number of required project approvals that both Congress and the military services would be subject to a mass of increased detail. Having to anticipate the type of project in question at least two years in advance and securing required Congressional reconsideration of any changes in previously approved projects would undoubtedly eliminate ability to adapt to changing missions and changing requirements. It would seriously impair the required conversion, rehabilitation and repair of existing facilities. To preclude increased restrictions

SUBJECT: GAO DRAFT REPORT TITLED "REVIEW OF PROGRAMMING AND FINANCING OF SELECTED FACILITIES CONSTRUCTED AT ARMY, NAVY AND AIR FORCE INSTALLATIONS."

by Congress, it is suggested that a common interpretation of existing statutes be developed for all three military departments and that a system for internal policing of this interpretation be implemented by each military department. It is considered that more effective control over construction by Congress and the necessary flexibility required by commanders could be achieved by a clarification of the language of Operations and Maintenance Appropriation Acts.

With respect to construction costs in excess of amounts presented to the Congress, the facts relating to the cases cited would seem to indicate that adequate controls existed and were applied. The procedure followed in securing approval of the appropriation committees of the House and Senate, referred to in the "DA Position" item contained in Inclosure 3, is an example of an existing Congressional control. Should any restrictions beyond those now in effect be considered necessary, it is believed that, if construction is to be at all expeditiously accomplished, such restrictions or controls should originate internally within the military service concerned.

The detailed comments which were requested in your memorandum have been assembled in three sections corresponding to the format of the GAO report and are attached as inclosures 2, 3, and 4.

4 Incls

1. Ltr AGAM-P(M)600.12  
(5 May 1958) DCS10G
2. Const w/o Specific  
Cong apvl & violation  
of Stat Limitation
3. Const Costs Far in Excess  
of Amts Presented to Cong
4. Excess Costs Incurred

Dewey Short  
Assistant Secretary of the Army  
(Manpower, Personnel and Reserve Forces)

DEPARTMENT OF THE ARMY  
OFFICE OF THE ADJUTANT GENERAL  
WASHINGTON 25, D.C.

IN REPLY REFER TO:  
AGAM-P (M) 600.12 (6 May 58) DCSLOG

14 May 1958

SUBJECT: Projects of Modification and Minor Construction

TO: The Adjutant General  
Heads of Technical Staff  
Commanders in Chief  
    US Army, Europe  
    US Army, Pacific  
Commanding Generals  
    US Army, Alaska  
    US Army, Caribbean  
    US Army, Southern European Task Force  
    US Continental Army Command  
    Zone of Interior Armies  
    Military District of Washington, US Army  
Superintendent  
    US Military Academy  
Chief, US Army Security Agency

1. Reference is made to:

- a. Section 408, PL 968, 84th Congress (DA Bulletin #13, 1956).
- b. Message, DA 542745, 27 June 1957.
- c. AR 420-10.
- d. Chapter 12, SR 420-75-5.

2. The purpose of this letter is to amend the provisions of reference 1b by delineating certain kinds of modification work which may be accomplished with operating and maintenance funds and that work which must be accomplished with construction funds.

3. The terms "project" and "estimated cost of a project" are defined in paragraph 3, AR 420-10. These definitions apply to approval authorities in paragraph 7 and Table I, both of AR 420-10. The cost of a project includes unfunded as well as funded costs. Cost of supplies includes installed personal property (paragraph 4k, AR 735-5), but not "equipment in place" (paragraph 4s, AR 735-5, as changed). Incidental expense such as engineering and inspection, if available without additional cost, is not included in the cost of a project.

4. The statutory provisions of reference 1 apply to funded cost of a project, as defined under ACMS procedures. Agencies or activities not

using ACMS procedures will consider funded costs as excluding military labor and other resources not chargeable to current year or prior year fund accounts applicable to the type of work involved in the project.

5. Where projects involve maintenance, repair, or modification not of a construction nature (paragraph 8), as well as minor construction (paragraph 7), only the minor construction portion is subject to the provisions of reference 1a.

6. Classification of work (i.e., operation, maintenance and modification) will follow the principles currently established in Chapter 12, SR 420-75-5 (to be republished in other appropriate regulations).

7. The following kinds of work, if over \$25,000 in funded costs, must be programed in regular Military Construction budgets, or from MCA Minor Construction funds, if not in excess of \$200,000 and determined to be urgently required (paragraph 5d, Part VI, Installations Program, Target FY 1959):

- a. All new construction separate and apart from existing facilities.
- b. Relocation of buildings or structures involving erection of new foundations.
- c. Additions or extensions to existing facilities.
- d. Alterations which convert a facility from one purpose to another, such as warehousing to administrative, housing to storage, barracks to family housing and the like.
- e. Alterations which affect engineering structural features, such as bearing walls.

8. The following types of modification work may be accomplished from funds available for operation and maintenance, subject to the approval authorities for modifications in paragraph 7 and Table I, both of AR 420-10:

- a. Minor construction type work as indicated in paragraph 7, when the funded cost of the project is \$25,000 or less and the work is determined to be urgently required.
- b. Installation of automatic sprinkler systems.
- c. Modifications which provide or rearrange nonstructural features, such as nonbearing walls, other than for purposes in paragraph 7d.
- d. General improvement not contradictory to paragraph 7, such as installation of better sanitary facilities, improved lighting, lining of unlined buildings and the like.

AGAMP (M) 600.12 (5 May 58) DCSLOG

14 May 1958

SUBJECT: Projects of Modification and Minor Construction

9. You will take appropriate action in furnishing the above clarification and guidance to installations and activities for which you have command responsibility.

By Order of Wilber M. Brucker, Secretary of the Army:



## Copies furnished:

Deputy Chiefs of Staff  
Assistant Chief of Staff,  
Intelligence  
Comptroller of the Army  
Commanding General  
US Army Air Defense Command  
Chief  
Armed Forces Special Weapons  
Project

R. V. LEE  
Major General, USA  
Acting The Adjutant General

1. CONSTRUCTION WITHOUT SPECIFIC CONGRESSIONAL APPROVAL AND VIOLATION OF STATUTORY LIMITATION

GAO ALLEGATIONS:

a. Many construction and construction type projects have been designated as major repairs, rehabilitations or modifications and accomplished outside the construction (per se) program authorities. Similar types of construction have been accomplished under both the Military Construction program and the Operation & Maintenance program. O&M appropriations were used to complete construction projects. The cost of processing and installing certain types of collateral equipment were not considered as part of the construction program. There is no evidence that Congress has been advised and permitted to review and approve such individual projects. Therefore the Military Construction authorization processes established by Congress to control and limit the extent of construction are being avoided. Despite the limitations imposed by Section 3733 Revised Statutes, 41 U. S. C. 12 relative to entering into contracts for public improvements in excess of the amount appropriated for the specific purpose and despite the \$25,000 limitations imposed by 10 U. S. C. 2674 on the use of Operation and Maintenance funds for urgently needed improvement projects, various types of construction and construction type work are being financed outside the Military Construction program with Operation and Maintenance funds in excess of the \$25,000 limitation. Due in part to a lack of any overall guidance by the DOD to establish uniform terminology with respect to project classification the definitions adopted by each of the military departments are varied and include almost any type of public improvement, short of new construction.

b. The Department of the Army has been constructing an airfield at Ft. Lee, Virginia without specific prior approval of Congress and has exceeded the \$25,000 limitation imposed by 10 U. S. C. 2674 for use of Operation and Maintenance funds for urgently needed projects.

GAO RECOMMENDATIONS:

1. We fully recognize that the degree of control to be exercised by the Congress, or through its committees, is a matter of policy for the Congress to determine. However, to strengthen program disclosure, review and control in military construction authorization processes, and to insure consistent handling of all construction by each of the military departments, we suggest that the Congress consider establishing uniform definitions and basic policies, through the enactment of appropriate legislation or otherwise, which will govern military construction program presentations by the military

departments and assure inclusion therein of complete information as to scope and foreseeable cost of all construction work of the type to be specified by the Congress. In this respect the Congress may wish to have the military departments include in their presentations not only all new major construction including all equipment required to make the facility capable of performing the purpose intended, but also those projects which convert an existing facility from one end-use to another, modifications or rehabilitations which substantially alter or increase the value of an existing facility, extensions or additions to existing facilities, and construction work of a permanent nature accomplished in whole or in part by military personnel. In this way, the Congress, in the course of reviewing the military construction programs, would have before it a complete representation of the full scope and anticipated cost of each project regardless of the means by which the work may ultimately be financed.

2. We recommend that the Secretary of the Army promptly investigate and report to the President and to the Congress, in compliance with the requirements of Section 3679, Revised Statutes, 31 U. S. C. 665, the violation of the Congressional cost limitation which occurred in the construction of the Fort Lee airfield.

#### FACIS:

For fiscal year 1957, Public Law 639, Title III, Maintenance and Operation, provided: "For expenses, not otherwise provided for, necessary for \*\*\* alteration, extension, and repair of structures and property \*\*\*." The Ft. Riley, Kansas and Philadelphia (Pa.) Quartermaster Depot conversion projects (pages 22, 23) were accomplished as alterations under the above noted authority.

For fiscal years 1958, 1959, and 1960, Public Laws 85-117, 85-724 and 86-166, Title III, Operation and Maintenance, provides: "For expenses, not otherwise provided for, necessary for the operation and maintenance of the Army, including \*\*\* repairs of facilities \*\*\*." Because of the more restrictive and less definitive language in the 1958-60 laws, interpretation was obtained from Legal Advisor, Comptroller of the Army. The interpretation obtained was disseminated to field commanders as DA policy in letter AGM-P(M) 600.12 (5 May 1958) DCSLOG, Subject: "Projects of Modification and Minor Construction," 14 May 1958. The Ft. Sill, Oklahoma (page 24 of the GAO Report); Ft. Bliss, Texas (page 26 of the GAO Report); and Ft. Sill, Oklahoma (page 27 of the GAO Report) items were accomplished under the fiscal year 1958-60 laws as interpreted. The history of the Ft. Sill, Oklahoma (page 24 of the GAO Report) item indicates that the building involved was constructed as a Post Exchange in 1911 and served for

this purpose until September 1956 when it was converted to administrative space. Since the project in question, which was charged to FY 1959 Operation and Maintenance funds, was necessary for continued use of the building for administrative purposes, the work involved is not considered as a "conversion".

The few significant projects which have been constructed by Army troops have been included in the Military Construction Army program and presented to Congress, e. g. Rifle (TRAINFIRE) Ranges.

Construction requirements now presented include all equipment necessary for the building or structure to function for the general purpose provided, namely to house or support a facility category. Such categories are defined in Department of Defense Instructions. Equipment peculiar to a specialized activity and portable are financed within operating budgets. The Structures and Mechanics Laboratory, Redstone Arsenal, Alabama (page 34 of the GAO Report) was constructed within the authority of Public Law 968/84, Section 102 (Classified Military Installations \$200,783,000). The apportioned amount for this item \$5,526,000 was a part of an overall request of \$12,225,700. The apportioned amount was considered as applying to construction alone and not to equipment furnished by the Using Service. The determination as to what equipment is to be considered as part of construction was based upon Army Regulation 415-10 paragraphs 2f and 2g. The final cost of \$4,961,384 reported for construction of item 803-702.120 and charged against the MCA authorization is for construction only.

The alleged violation of the cost limitation in connection with the construction of an airfield at Ft. Lee, Virginia (page 36 of the GAO Report) is being handled in a separate report. That report is now being processed by the Comptroller of the Army.

#### DA POSITION:

With respect to the use of Operation and Maintenance authorizations DA has, with the possible exception of the Ft. Lee airstrip project, complied with what was determined to be the intent of Congress and the statutory limitations. With respect to general procedures it is considered that there is reasonable uniformity in the manner in which the three departments present their military construction requirements. The DA has established a specific policy relative to financing projects of modification and minor construction as evidenced by multiple letter AGAMP(M) 600.12 (5 May 1958) DCSLOG, dated 14 May 1958, subject: "Projects of Modification and Minor Construction." Projects of those types are defined and delineated therein. Construction of a permanent nature performed by military personnel are of a troop training nature and are not,

in the case of operation and maintenance type projects, believed to be significant enough to justify the attention of the Congress. The DA considers that the controls per se presently established by the Congress and the Secretary of Defense are adequate and that no changes in those controls are necessary. However, as indicated in the GAO Report, it is believed that the solution to the "definition" problem would be to have the wording in the Operation and Maintenance appropriations more clearly define the types of projects to be financed by those funds.

2. CONSTRUCTION COSTS FAR IN EXCESS OF AMOUNTS PRESENTED TO CONGRESS  
GAO ALLEGATION:

Construction costs of individual facilities being built by the Army have far exceeded the amounts presented to Congress for specific line items at the time the construction authorization was being sought even though in some instances the scope of work was reduced. In other cases the scope of work was substantially increased over that presented to Congress. The construction work was accomplished within the overall Congressional authorization by deferring line items included in the authorization.

GAO RECOMMENDATION: We recommend that, in cases where there are wide and significant variances in scope or cost, or both, between the initial estimates presented to Congress and the latest known estimates, the Secretary of the military department concerned take prompt action to apprise the Congress of the changed condition and the reasons therefor, so that the Congress may be given an opportunity to pass upon the justification for the change in the initial estimate.

FACTS:

The statement that the cost of the Fort Dix, New Jersey, Hospital (page 41 of the GAO Report) was \$12.4 million for a 500-bed capacity hospital as compared to the \$8.3 million estimate for a 750-bed capacity presented to Congress is correct. Public Law 155/82 provided that the FY 52 Fort Dix NSA Program of \$29,952,000 could if necessary be exceeded by 10% without limiting the percentage any single facility at a station might exceed the budget estimate for that facility. Thus the statutory limit for that particular program became \$32,947,000. The total cost of all related facilities was \$1,417,000 less than that limitation. The original FY 52 program was prepared in FY 50. Funding as well as plans and specifications are subject to review by the Office of the Surgeon General, Department of Defense and the Bureau of the Budget. Due to deferment, reinstatement of design and criteria changes occasioned by the required reviews, a design acceptable for advertising was not completed until October 1956. Changes in design which resulted in a 500-bed capacity instead of the original 750-bed capacity and modifications to include such items as air conditioning and a central heating plant were authorized by appropriate higher authority such as Deputy Chief of Staff for Logistics, Department of Defense and Bureau of the Budget. On 30 October 1956 an apportionment request for \$12,119,000 was requested and granted in November 1956 following a conference with DOD and BOB representatives. From 3 December 1956 until completed, the sum of \$293,000 was authorized for changes required by the Surgeon General and other necessary revisions to plans and specifications which did not become apparent until construction was under way. The final cost upon completion in February 1960, approximately 10 years after the budget estimate was prepared, was \$12,412,000.

The statement that the cost of the Main Post Exchange at Redstone Arsenal, Alabama, (Page 41 of the GAO Report) was increased from \$220,000 to \$328,000 is correct. An increase in scope from 10,100 square feet to 11,700 square feet was approved by the Deputy Assistant Secretary of Defense provided that any additional costs were absorbed within the total funds apportioned this budget category. The Current Working Estimate for this item is \$328,000 and is within the station's total permitted under PL 161/84. The increased cost is within the authority provided by that law.

DA POSITION:

It is the desire to present to the Congressional Committees reviewing military construction the latest known estimates of cost. Accordingly the DA now has budget estimates and initial reviews of cost estimates prepared by field agencies before presentations are made to the Congress. Whenever the department determines that a new or different type of construction is advisable and the resulting changes in the scope of the project increase the estimated cost by more than \$25,000, the approval of the appropriation committees of the House and Senate are secured before proceeding with construction. Otherwise in deference to the Committees, changes in estimates after submission to Congress are limited to those of exceptional significance. The Department of the Army does not consider it necessary or practicable to change the currently effective procedures.

### 3. EXCESS COSTS INCURRED

#### GAO ALLEGATION:

Excess costs were incurred by the Department of the Navy because a contract was awarded for an incomplete facility. (to stay within the available authorization limitation) without promptly requesting the needed additional authorization from Congress. Omitted items subsequently restored by change order at considerably greater cost than originally bid.

#### GAO RECOMMENDATION:

That part of the GAO recommendation that might have implications for the Department of the Army was:

"We further recommend that in order to preclude additional costs being incurred on future projects when it is apparent that a complete facility cannot be provided within authorized limitations, the Department of the Navy promptly request additional congressional authorization to meet known or planned requirements and not to contract for facilities omitting features which may have to be restored later at a greatly increased cost."

#### FACTS:

It is the policy of the Chief of Engineers in directing the construction program of the Department of the Army to award contracts which assure in each instance the provision of a complete, operable facility. If authorization is insufficient to provide all items at an installation, one or more items may be deferred until Congress acts favorably on the request for additional authorization. The additional or "deficiency" authorization is requested promptly in the next annual request to Congress.

#### DA POSITION:

The DA complies with the GAO recommendation.

HEADQUARTERS  
U. S. ARMY AUDIT AGENCY  
Washington 25, D. C.

ARAUD-O(D1)

12 January 1961

## MEMORANDUM FOR THE RECORD

SUBJECT: Briefing of the Secretary of the Army on the Special Audit Report on the Construction of an Airfield at U. S. Army Quartermaster Training Command, Fort Lee, Virginia

1. Purpose, Date and Attendance: The U. S. Army Audit Agency briefed the Secretary of the Army for the purpose of bringing to his attention the results of the special audit of the construction of an airfield at the U. S. Army Quartermaster Training Command, Fort Lee, Virginia, on 10 January 1961 at 1600 hours. The special audit was requested by the Secretary on 15 November 1960 during a briefing by General A. T. McNamara, The Quartermaster General, on a General Accounting Office Report citing a violation of Section 3679 of the Revised Statutes, resulting from the construction of the airfield at Fort Lee. The attendance at the briefing is shown in Attachment A.

2. Background: The major points covered during the briefing were:

a. An airfield which had been proposed and requested for authorization as a single project, to be financed from Military Construction, Army funds, was subsequently split into several subprojects which individually would fall within the \$25,000 limitation established by 10 USC 2674 for financing construction with O&M, A funds;

b. In the approval process, the funded cost estimate for the most important of these project estimates was revised unrealistically downward to below \$25,000 while at the same time the scope of work was substantially increased;

c. The funded costs of this project exceeded \$25,000 and the records were falsified in an effort to conceal the fact;

ARAUD-O(D1)

SUBJECT: Briefing of the Secretary of the Army on the Special Audit Report on the Construction of an Airfield at U. S. Army Quartermaster Training Command, Fort Lee, Virginia

d. The airfield which has cost about \$586,000 to date in funded and unfunded costs would cost an estimated additional \$1.1 million to complete as an all-weather airfield, but would still not meet Army standards because of its obstructed location; and

e. Various officials of the Quartermaster Corps were cognizant or should have been aware of the circumstances surrounding the construction of the airfield prior to the GAO audit.

3. Discussion: At the conclusion of the briefing, comments of significance were made by those present as follows:

a. Major General A. T. McNamara, The Quartermaster General, presented his views which were similar to those set forth in his memorandum dated 30 December 1960 on the audit included in the USAAA special audit report as Appendix A.

b. Brigadier General C. E. Straight, OJAG, stated that he did not believe that the administrative reprimands already administered would be a bar to trial by court-martial; that the proper authority for general court-martial action in this case is the Commanding General, Second U. S. Army; and that he did not at the present time recommend that the matter be turned over to the Department of Justice until the Army explores every possibility of the case.

c. Lt. General Colglazier, The Deputy Chief of Staff for Logistics, expressed the view that:

(1) The separate individual O&M, A financed projects for the construction of the airfield at Fort Lee need not be considered as a single entity and a case could be made for classifying the eight individual O&M, A financed projects into three separate projects.

(2) The Fort Lee case should not be the basis for taking away the present flexibility the Army now has in the use of O&M, A funds for construction purposes by placing a narrow definition of what constitutes a project.

ARAUS-O(DI)

SUBJECT: Briefing of the Secretary of the Army on the Special Audit Report on the Construction of an Airfield at U. S. Army Quartermaster Training Command, Fort Lee, Virginia

(3) The pertinent regulations possibly should be amended since a portion of the difficulty in the Fort Lee case arose out of the definition as to what constitutes a project.

(4) He thought that the construction of an airfield at Fort Lee could be classified as a project of an urgent nature.

(5) An examination of the many O&M, A financed projects would reveal that the use of O&M, A funds in this manner was not at all unusual but was the commonly accepted way of handling minor projects.

d. The Secretary of the Army stated that:

(1) He was much concerned over the alleged falsification of records at Fort Lee in connection with the construction of the airfield.

(2) He wanted the construction of airfields within the Army on an installment basis using O&M, A funds stopped. (He later enlarged this statement to include all other types of construction upon the suggestion of the Under Secretary.)

(3) Matters of this nature must be considered at the proper level at the time of their inception, not four or five years later.

(4) Whatever construction work is performed within the Army must be done within the intent of the law; and, we must abide by the law because it is our protection and if we attempt to undermine it, we are going to be in pretty bad shape.

(5) He wanted whatever action taken that was necessary to stop the construction of airfields (all construction) on an installment basis, but that he thought that lack of clarity of Army Regulations was a lame excuse as justification for improper actions.

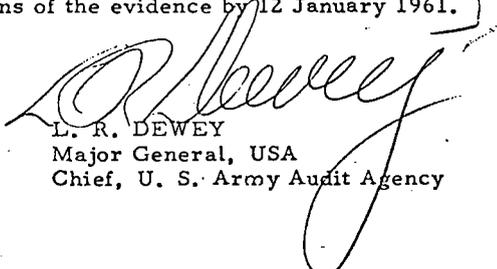
(6) He could not condone trying to do indirectly that which could not be done directly.

ARAUD-O(D1)

SUBJECT: Briefing of the Secretary of the Army on the Special Audit Report on the Construction of an Airfield at U. S. Army Quartermaster Training Command, Fort Lee, Virginia

4. Decisions: Secretary Brucker directed that the Office of the Judge Advocate General review the results and the working papers of the USAAA audit and the Quartermaster IG report on the construction of the airfield at Fort Lee to determine what, if any, additional disciplinary action would be appropriate and to brief him on the pertinent portions of the evidence by 12 January 1961.

1 Incl  
Attachment A



L. R. DEWEY  
Major General, USA  
Chief, U. S. Army Audit Agency

## DISTRIBUTION:

- 1 - Ea Conferee
- 2 - SGS
- 1 - CLL
- 1 - JAG
- 1 - CofEngrs
- 1 - XO, OCA

## ATTACHMENT A

OFFICE OF THE SECRETARY OF THE ARMY

Hon. W. M. Brucker - Secretary of the Army  
Hon. H. M. Milton - Under Secretary of the Army  
Hon. G. H. Roderick - Asst Secretary of the Army (FM)  
Mr. P. K. Robinson - Deputy Asst Secretary of the Army (FM)  
Lt. Col. J. F. Ladd - Military Assistant to the Secretary of the Army  
Lt. Col. W. J. Steichen - Military Assistant to the Under Secretary  
of the Army  
Col. A. D. Chaffin, Jr. - Chief, Properties and Installations Division  
Office, Asst Secretary of the Army (MP&RF)

OFFICE OF THE CHIEF OF LEGISLATIVE LIAISON

Col. W. M. Smoak - Chief, Congressional Investigation Division  
Mr. C. C. Fenn - Special Advisor to the Secretary of the Army

OFFICE OF THE CHIEF OF STAFF

Lt. Col. E. J. Tinari - Executive, Asst Secretary of the General Staff

OFFICE OF THE JUDGE ADVOCATE GENERAL

Brig. Gen. C. E. Straight - Assistant JAG for Civil Law  
Col. K. J. Hodson - Chief, Military Justice Division

OFFICE OF THE DEPUTY CHIEF OF STAFF FOR LOGISTICS

Lieut. General R. W. Colglazier, Jr. - The Deputy Chief of Staff for  
Logistics

OFFICE OF THE CHIEF OF ENGINEERS

Brig. General W. C. Hall - Director of Personnel

OFFICE OF THE QUARTERMASTER GENERAL

Maj. Gen. A. T. McNamara - The Quartermaster General  
Mr. R. M. Lemke - General Counsel

## ATTACHMENT A

OFFICE OF THE COMPTROLLER OF THE ARMY

Lieut. Gen. D. W. Traub - Comptroller of the Army  
Col. A. E. R. Howarth - Director of Accounting  
Mr. R. L. Tracy - Legal Advisor

U. S. ARMY AUDIT AGENCY

Maj. Gen. L. R. Dewey - Chief, U. S. Army Audit Agency  
Mr. P. S. Carter - Chief, Audit Division No. 1, Office of Audit Operations  
Mr. S. Rubin - Audit Division No. 2, Office of Audit Operations

EXHIBIT 48.—MEMORANDUM FROM KARL KABEISEMAN, OFFICE OF THE GENERAL COUNSEL, DEPARTMENT OF THE ARMY, TO THE COMPTROLLER OF THE ARMY, SEPTEMBER 7, 1961, RE THE FORT LEE AIRSTRIP.

(COPY)

Fort Lee Airstrip  
 QMCCC  
 OQMG  
 Comptroller of the Army  
 ATTN: Mr. Tracel  
 Legal Advisor

7 Sep 61  
 Mr. Kabeiseман/fhr/71472

1. Pursuant to your request of 18 August 1961, copies of the notices of exception filed by the General Accounting Office in connection with the Fort Lee airstrip are forwarded.

2. The Norfolk Regional Office, G.A.O. by letter dated 28 November 1960 declined to remove the exceptions as requested by Lt. Col Sam T. Wilson, Chief, Finance and Accounting Division, Fort Lee. The G.A.O. stated that notwithstanding there was no association in the contracts, disbursing vouchers, or supporting documents with the construction project over-all limitation, the fact remains that the actual costs incurred were in excess of the statutory cost limitation as stated in the exceptions and no basis is known for removal of the exceptions.

3. So far as this Office is aware, the inclosed documents represent the only notices of exceptions filed by the G.A.O. in connection with the airstrip project. It is therefore concluded that these are the only amounts the G.A.O. considers must be charged to the funded cost of the airstrip project, in addition to the \$25,000 expended within the statutory limitation. Approval of the project with funded MCA costs in the amount of \$66,604.25 is therefore required so that the MCA appropriation properly may be charged. By obtaining this project approval and the necessary MCA funds, a basis exists for requesting removal of the notices of exception and for adjusting the appropriations so that they accurately reflect only the costs properly chargeable.

4. A revised DA Form 5-25 is forwarded to be substituted for the one inclosed with the DF from this Office requesting after-the-fact approval. The revised form has been submitted by Fort Lee to show the freight cost of steel planking and warehouse issues, labor and contractual services inadvertently omitted from the form previously submitted. There is a discrepancy of \$891.73 between the amount included on the revised DA Form 5-25 (Rev 2) as additional funds required and the amount of the exceptions when added to the \$25,000 project ceiling. Information is not available as to what the GAO included in the \$25,000 funded costs to which exceptions were not taken. It may be that no vouchers were involved that would total precisely \$25,000 and the discrepancy is the difference between the sum of the vouchers considered to be within the \$25,000 ceiling and \$25,000.

FOR THE QUARTERMASTER GENERAL

3 Incl

1. Notice of Exception 100001
2. Notice of Exception 100002
3. Revised DA Form 5-25

KARL KABEISEMAN  
 Office of the General Counsel

fhr CONCURRENCE  
 Instal Div /s/McNett QMC Compt /s/ B

KK  
 71472

## EXHIBIT 49.—PRIORITY SCHEDULE OF THE FISCAL YEAR 1960 MILITARY CONSTRUCTION APPROPRIATION PROGRAM, FORT LEE, VA., ITEMS AND ESTIMATED COST.

## FY 1960 MCA PROGRAM Fort Lee, Virginia

<u>PRIORITY</u>	<u>ITEM</u>	<u>ESTIMATED COST</u>
1	QM SCHOOL TECHNICAL TRAINING BUILDINGS	\$3, 778, 000
	This facility is required to house classrooms; laboratories; conference rooms; and other service facilities for the airborne, maintenance, and petroleum departments presently occupying temporary buildings constructed in 1941. The existing temporary buildings are not designed for and do not meet minimum standards as established for schools.	
2	TRAINFIRE 1 RANGES	100, 000
	Trainfire ranges are required by DA policy as set forth in FM 23-71 (September 1957) to replace existing known distance ranges and to conduct marksmanship and combat training of the individual soldier. Trainfire type of training will be implemented in FY 1960. This range must be constructed to meet criteria of trainfire.	
2a	EW BARRACKS (Deferred from FY 1959 MCA Program) Priority phoned by Lt. Col. Cumming 25 March 1958.	291, 000 434, 000
3	AVIATION FACILITIES FOR AIRSTRIP	
	Runway (Extension to 3, 000 ft.)	\$42, 180
	Taxiway and Engine Run-up Area	206, 820
	Hangar w/o Shop 5, 350 SF	96, 300
	Aircraft-Parking Apron and Wash	73, 781
	Fuel Storage and <u>Dist.</u> 10, 000 Gals.	15, 000
		434, 081
	Letter QMGID-F 600.12, 30 January 1958, subject: FY 1960 Military Construction, Army Program, recommended that above facilities be considered for inclusion in this program if they could not be provided within locally available resources prior to FY 1960.	
4	CONVERSION OF HEATING PLANTS AND EXTENSION OF GAS DISTRIBUTION SYSTEM	433, 000
	This project is for the conversion of the heating plants in twelve shop buildings (SP-14) and one (1) inclement training hangar (6022) and extension of gas distribution system. These buildings are heated with hand-fired coal-fueled boilers which are operated by civilian firemen. The project includes connection to the gas distribution system which is now being installed under the FY 1958 MCA Program. This project will eliminate approximately 25 civilian boiler firemen.	
		\$5, 036, 000

NOTE.—The letter referred to in exhibit 49 under priority 3, January 30, 1958, appears as exhibit 6 in the appendix on p. —. The handwritten insert 2a was placed in this exhibit by the Department of the Army. Priority items 5-18 were not pertinent and have been placed in the subcommittee files.

EXHIBIT 50.—LETTER FROM MAJ. GEN. ALFRED B. DENNISTON, COMMANDING GENERAL,  
FORT LEE, VA., TO BRIG. GEN. R. T. EVANS, JR., FEBRUARY 16, 1959.

HEADQUARTERS  
QUARTERMASTER TRAINING COMMAND, U. S. ARMY  
Fort Lee, Virginia

In reply  
refer to:  
OMTSD

16 February 1959

Brigadier General R. T. Evans, Jr.  
Deputy The Quartermaster General  
Department of the Army  
Washington 25, D. C.

Dear Buz:

Your letter, QMGBF 121, 9 February 1959, concerning "Actions Required to Remain Within Annual Funding Program" raises a question concerning future courses of action on construction of this Fort Lee Air Field by Engineer Troops from Fort Belvoir.

Company A, 87th Engineer Group (Construction) worked on the initial construction of the Air Field between May and December 1958 against an approved R&U project of slightly less than the mandatory limitation of \$25,000. The company made outstanding progress, considering the bad weather during the spring and early summer months. The drainage for the area and base for the initial 2500 foot strip were nearing completion when work had to be stopped on 19 December 1958. The work accomplished last year is valued at about \$450,000.

The Chief of Engineers has approved the continuation of the construction during the period 4 May - 15 August 1959 (see copy of letter attached.) We had planned to have the company move back to Fort Lee in early April if there is a break in the weather. The company is anxious to get back on the job and May 4th is not a mandatory date.

The cost of training the unit on this project has been absorbed in the over-all operating program for Fort Lee and is not charged against the \$25,000 R&U project. The cost for training covers travel, per diem, transportation, expendable supplies, field maintenance (other than Engineer, which is furnished by Fort Bustis), and some troop supplies. The cost of construction materials is charged to the project, and with the possible exception of a few minor new requirements these have been purchased.

It will cost about \$18,000 (for training) in FY 59 to continue the construction project. We can expect to get a usable, 2500 foot runway with blacktop finish on or about 1 August 1959, in addition to parking aprons and a base for temporary facilities to make the field operational for light aircraft in good weather.

I have just learned that the first increment for construction of the permanent Army Air Field facilities which were included in the MCA program for FY 60, amounting to \$1,301,000 on the Engineer Budget drawing (as compared with our initial estimates of \$749,000), has been deleted from the program. I do not know the details but the prospects of getting the field finished under MCA within the next five or more years do not look good. It looks like our only course of action is to provide for the return of the company this year. We should try to get a second R&U project of less than \$25,000 approved at a later date, and prevail upon the Chief of Engineers to keep an Engineer Company on the job as a training project during construction seasons for the next few years until we have a usable, 3500 foot runway and minimum essential supporting ground facilities.

I have given you the facts and the only possible solution I see. I feel that the work should not be deferred under any circumstances and that we have no choice other than to try to keep the Engineer Company on the job. The present shortage of funds should not be allowed to cancel this project. I have hopes that the \$18,000 can be generated by cuts in other areas.

I would like to have your views, and those of General McNamara if you consider it necessary, on the problem. I shall handle this in a confidential manner at present.

Sincerely,

/s/ DENNY  
ALFRED B. DENNISTON  
Major General, USA  
Commanding

1 incl.

Copy ltr, ECGC-PO, Hq USA  
Eng Gen & Ft Belvoir, Va  
14 Jan 59, "Ft Lee AFld  
Trp Censt Proj."

EXHIBIT 51.—MEMORANDUM FROM GLEN N. BONHAM, CHIEF WARRANT OFFICER, FORT LEE, VA., TO THE QUARTERMASTER GENERAL, FEBRUARY 17, 1956, WITH FISCAL YEAR 1958 MILITARY CONSTRUCTION APPROPRIATION PROGRAM.

HEADQUARTERS  
QUARTERMASTER TRAINING COMMAND  
FORT LEE, VIRGINIA

*Copy to  
50*

IN REPLY  
REFER TO:  
QMISD-F 600.1

17 February 1956

SUBJECT: FY 1958 Military Construction Program

TO: The Quartermaster General  
Department of the Army  
Washington 25, D. C.

*600.1*

*600.1 Ft Lee  
Sear*

1. Reference TMX, QMGID-F 130, Office of The Quartermaster General, dated 13 January 1956.
2. The top priority projects listed in Installation Construction Program (DA Form 726) have been reviewed against Department of the Army guidelines, and the items listed on Inclosure No. 1 are selected for the FY 1958 Military Construction Program.

FOR THE COMMANDER:

*Glen N. Bonham*

GLEN N. BONHAM  
CWO, USA  
Asst AG

- 2 Incl
1. A/S
  2. Justification for Projects

*File  
17 Feb 1956  
600.1*

FY 1958 MCA PROGRAM

<u>PRIORITY NUMBER</u>	<u>ITEM</u>	<u>CURRENT ESTIMATE</u>
1.	Acquisition of 3.73 acres of land	\$ 28,000
2.	Ammunition storage	164,000
3.	Signal Building	798,000
4.	Hospital (150/300 bed)	3,610,000
5.	Central Heating Plant	1,347,000
6.	Nurses Quarters	195,000
7.	Barracks, 127 EM Medical	371,000
8.	Barracks, 90 EW WAC	339,000
9.	Electrical Distribution System	197,000
10.	Quartermaster School Academic Building	3,215,000
11.	Regimental Headquarters Building	154,000
12.	2 Barracks, 326 EM	1,404,000
13.	Quartermaster School Food Service Building	2,343,000
14.	Quartermaster School General Classroom Building	2,847,000
15.	Battalion Motor Park, complete	274,000
16.	Air Strip	876,000
17.	Post Chapel	444,000

## APPENDIX 1.—STATUTES RELATING TO POSSIBLE VIOLATIONS OF LAW IN CONNECTION WITH CONSTRUCTION OF AIRFIELD AT FORT LEE, VA.

1. Act of Aug. 3, 1956, Sec. 408 (70 Stat. 991, 1016).

## SEC. 408.

(a) Under such regulations as may be prescribed by the Secretary of Defense, the Secretaries of the military departments may expend out of appropriations available for military construction such amounts as may be required for the establishment and development of military installations and facilities by acquiring, constructing (except family quarters), converting, extending, or installing permanent or temporary public works determined to be urgently required, including site preparation, appurtenances, utilities, and equipment, for projects not otherwise authorized by law when the cost of the project is not in excess of \$200,000, subject to the following limitations:

(1) No such project, the cost of which is in excess of \$50,000, shall be authorized unless approved in advance by the Secretary of Defense.

(2) No such project, the cost of which is in excess of \$25,000 shall be authorized unless approved in advance by the Secretary of the military department concerned.

(3) Not more than one allotment may be made for any project authorized under this section.

(4) The cost of conversion of existing structures to family quarters may not exceed \$50,000 in any fiscal year at any single facility.

(b) The Secretaries of the military departments may expend out of appropriations available for maintenance and operation amounts necessary to accomplish a project which, except for the fact that its cost does not exceed \$25,000, would otherwise be authorized to be accomplished under subsection (a).

(c) The Secretary of each department shall report in detail semiannually to the Armed Services Committees of the Senate and the House of Representatives with respect to the exercise of the authorities granted by this section.

(d) Section 26 of the Act of August 2, 1946 (60 Stat. 853, 856; 34 U.S.C. 559), is repealed.

2. Act of Aug. 20, 1958, Sec. 511 (72 Stat. 662).

## SEC. 511.

Section 408 (a) of the Act of August 3, 1956 (70 Stat. 991, 1016), is amended by adding the following new subsection at the end thereof:

"(5) No determination that a project is urgently required shall be necessary for projects, the cost of which is not in excess of \$5,000."

3. Act of Sept. 2, 1958, Sec. 1 (51) (72 Stat. 1437, 1459; 10 U.S.C. 2674).

## SEC. 2674. Establishment and development of military facilities and installations costing less than \$200,000.

(a) Under such regulations as the Secretary of Defense may prescribe, the Secretary of a military department may acquire, construct, convert, extend, and install, at military installations and facilities, urgently needed permanent or temporary public works not otherwise authorized by law, including the preparation of sites and the furnishing of appurtenances, utilities, and equipment, but excluding the construction of family quarters.

(b) This section does not authorize a project costing more than \$200,000. A project costing more than \$50,000 must be approved in advance by the Secretary of Defense, and a project costing more than \$25,000 must be approved in advance by the Secretary concerned.

(c) Not more than one allotment may be made for any project authorized under this section.

(d) Not more than \$50,000 may be spent under this section during a fiscal year to convert structures to family quarters at any one installation or facility.

(e) Appropriations available for military construction may be used for the purposes of this section. In addition, the Secretary concerned may spend, from appropriations available for maintenance and operations, amounts necessary for any project costing not more than \$25,000 that is authorized under this section.

(f) The Secretary of each military department shall report in detail every six months to the Committees on Armed Services of the Senate and House of Representatives on the administration of this section. (Added Pub. L. 85-861, Sec. 1 (51), Sept. 2, 1958, 72 Stat. 1459.)

4. Act of Sept. 2, 1958, Sec. 34 (72 Stat. 1437, 1568; 10 U.S.C. 101 note)

## SAVINGS AND SEVERABILITY CLAUSES

## SEC. 34.

(a) In sections 1-32 of this Act, it is the legislative purpose to restate, without substantive change, the law replaced by those sections on the effective date of this Act. However, laws effective after December 31, 1957, that are inconsistent with this Act shall be considered as superseding it to the extent of the inconsistency.

(b) References that other laws, regulations, and orders make to the replaced law shall be considered to be made to the corresponding provisions of sections 1-32.

(c) Actions taken under the replaced law shall be considered to have been taken under the corresponding provisions of sections 1-32.

(d) If a part of this Act is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Act is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

5. Title 31, U.S.C., "MONEY AND FINANCE"

## SEC. 665. Appropriations.

(a) Expenditures or contract obligations in excess of funds prohibited.

No officer or employee of the United States shall make or authorize an expenditure from or create or authorize an obligation under any appropriation or fund in excess of the amount available therein; nor shall any such officer or employee involve the Government in any contract or other obligation, for the payment of money for any purpose, in advance of appropriations made for such purpose, unless such contract or obligation is authorized by law.

\* \* \* \* \*

(i) Administrative discipline; reports on violations.

(1) In addition to any penalty or liability under other law, any officer or employee of the United States who shall violate subsections (a), (b), or (h) of this section shall be subjected to appropriate administrative discipline, including, when circumstances warrant, suspension from duty without pay or removal from office; and any officer or employee of the United States who shall knowingly and willfully violate subsections (a), (b), or (h) of this section shall, upon conviction, be fined not more than \$5,000 or imprisoned for not more than two years, or both.

(2) In the case of a violation of subsections (a), (b), or (h) of this section by an officer or employee of an agency, or of the District of Columbia, the head of the agency concerned or the Commissioners of the District of Columbia, shall immediately report to the President, through the Director of the Bureau of the Budget, and to the Congress all pertinent facts together with a statement of the action taken thereon.

6. Title 18, U.S.C., "Crimes and Criminal Procedure", Sections 2, 3, 4, 371, 641, 653, 1001, 2071, 2073, 3282.

SEC. 2. Principals.

(a) Whoever commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal.

(b) Whoever willfully causes an act to be done which if directly performed by him or another would be an offense against the United States, is punishable as a principal.

SEC. 3. Accessory after the fact.

Whoever, knowing that an offense against the United States has been committed, receives, relieves, comforts or assists the offender in order to hinder or prevent his apprehension, trial or punishment, is an accessory after the fact.

Except as otherwise expressly provided by any Act of Congress, an accessory after the fact shall be imprisoned not more than one-half the maximum term of imprisonment or fined not more than one-half the maximum fine prescribed for the punishment of the principal, or both; or if the principal is punishable by death, the accessory shall be imprisoned not more than ten years.

SEC. 4. Misprision of felony.

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined not more than \$500 or imprisoned not more than three years, or both.

SEC. 371. Conspiracy to commit offense or to defraud United States.

If two or more persons conspire either to commit any offense against the United States, or to defraud the United States, or any agency thereof in any manner or for any purpose, and one or more of such persons do any act to effect the object of the conspiracy, each shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

If, however, the offense, the commission of which is the object of the conspiracy, is a misdemeanor only, the punishment for such conspiracy shall not exceed the maximum punishment provided for such misdemeanor.

## SEC. 641. Public money, property or records.

Whoever embezzles, steals, purloins, or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record, voucher, money, or thing of value of the United States or of any department or agency thereof, or any property made or being made under contract for the United States or any department or agency thereof; or

Whoever receives, conceals, or retains the same with intent to convert it to his use or gain, knowing it to have been embezzled, stolen, purloined or converted--

Shall be fined not more than \$10,000 or imprisoned not more than ten years, or both; but if the value of such property does not exceed the sum of \$100, he shall be fined not more than \$1,000 or imprisoned not more than one year, or both.

The word "value" means face, par, or market value, or cost price, either wholesale or retail, whichever is greater.

## SEC. 653. Disbursing officer misusing public funds.

Whoever, being a disbursing officer of the United States, or any department or agency thereof, or a person acting as such, in any manner converts to his own use, or loans with or without interest, or deposits in any place or in any manner, except as authorized by law, any public money intrusted to him; or, for any purpose not prescribed by law, withdraws from the Treasury or any authorized depository, or transfers, or applies, any portion of the public money intrusted to him, is guilty of embezzlement of the money so converted, loaned, deposited, withdrawn, transferred, or applied, and shall be fined not more than the amount embezzled or imprisoned not more than ten years, or both; but if the amount embezzled is \$100 or less, he shall be fined not more than \$1,000 or imprisoned not more than one year, or both.

## SEC. 1001. Statements or entries generally.

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

## SEC. 2071. Concealment, removal, or mutilation generally.

(a) Whoever willfully and unlawfully conceals, removes, mutilates, obliterates, or destroys, or attempts to do so, or, with intent to do so takes and carries away any record, proceeding, map, book, paper, document, or other thing, filed or deposited with any clerk or officer of any court of the United States, or in any public office, or with any judicial or public officer of the United States, shall be fined not more than \$2,000 or imprisoned not more than three years, or both.

(b) Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined not more than \$2,000 or imprisoned not more than three years, or both; and shall forfeit his office and be disqualified from holding any office under the United States.

## SEC. 2073. False entries and reports of moneys or securities.

Whoever, being an officer, clerk, agent, or other employee of the United States or any of its agencies, charged with the duty of keeping accounts or records of any kind, with intent to deceive, mislead, injure, or defraud, makes in any such account or record any false or fictitious entry or record of any matter relating to or connected with his duties; or

Whoever, being an officer, clerk, agent, or other employee of the United States or any of its agencies, charged with the duty of receiving, holding, or paying over moneys or securities to, for, or on behalf of the United States, or of receiving or holding in trust for any person any moneys or securities, with like intent, makes a false report of such moneys or securities--

Shall be fined not more than \$5,000 or imprisoned not more than ten years, or both.

## SEC. 3282. Offenses not capital.

Except as otherwise expressly provided by law, no person shall be prosecuted, tried, or punished for any offense, not capital, unless the indictment is found or the information is instituted within five years next after such offense shall have been committed.

7. Title 10, U.S.C. "Armed Forces", Ch. 47 - "Uniform Code of Military Justice", Sections 843 (Art. 43), 878 (Art. 78), 880 (Art. 80), 881 (Art. 81), 892 (Art. 92), 907 (Art. 107), 908 (Art. 108), 909 (Art. 109), 934 (Art. 134).

## SEC. 843. Art. 43. Statute of limitations.

(a) A person charged with desertion or absence without leave in time of war, or with aiding the enemy, mutiny, or murder, may be tried and punished at any time without limitation.

(b) Except as otherwise provided in this article, a person charged with desertion in time of peace or any of the offenses punishable under sections 919-932 of this title (articles 119-132) is not liable to be tried by court-martial if the offense was committed more than three years before the receipt of sworn charges and specifications by an officer exercising summary court-martial jurisdiction over the command.

(c) Except as otherwise provided in this article, a person charged with any offense is not liable to be tried by court-martial or punished under section 815 of this title (article 15) if the offense was committed more than two years before the receipt of sworn charges and specifications by an officer exercising summary court-martial jurisdiction over the command or before the imposition of punishment under section 815 of this title (article 15).

SEC. 878. Art. 78. Accessory after the fact.

Any person subject to this chapter who, knowing that an offense punishable by this chapter has been committed, receives, comforts, or assists the offender in order to hinder or prevent his apprehension, trial, or punishment shall be punished as a court-martial may direct.

SEC. 880. Art. 80. Attempts.

(a) An act, done with specific intent to commit an offense under this chapter, amounting to more than mere preparation and tending, even though failing, to effect its commission, is an attempt to commit that offense.

(b) Any person subject to this chapter who attempts to commit any offense punishable by this chapter shall be punished as a court-martial may direct, unless otherwise specifically prescribed.

(c) Any person subject to this chapter may be convicted of an attempt to commit an offense although it appears on the trial that the offense was consummated.

SEC. 881. Art. 81. Conspiracy.

Any person subject to this chapter who conspires with any other person to commit an offense under this chapter shall, if one or more of the conspirators does an act to effect the object of the conspiracy, be punished as a court-martial may direct.

SEC. 892. Art. 92. Failure to obey order or regulation.

Any person subject to this chapter who--

- (1) violates or fails to obey any lawful general order or regulation;
- (2) having knowledge of any other lawful order issued by a member of the armed forces, which it is his duty to obey, fails to obey the order; or
- (3) is derelict in the performance of his duties; shall be punished as a court-martial may direct.

## SEC. 907. Art. 107. False official statements.

Any person subject to this chapter who, with intent to deceive, signs any false record, return, regulation, order, or other official document, knowing it to be false, or makes any other false official statement knowing it to be false, shall be punished as a court-martial may direct.

SEC. 908. Art. 108. Military property of United States--  
Loss, damage, destruction, or wrongful disposition.

Any person subject to this chapter who, without proper authority--

- (1) sells or otherwise disposes of;
- (2) willfully or through neglect damages, destroys, or loses; or
- (3) willfully or through neglect suffers to be lost, damaged, destroyed, sold, or wrongfully disposed of;

any military property of the United States, shall be punished as a court-martial may direct.

SEC. 909. Art. 109. Property other than military property of  
United States-- Waste, spoilage, or destruction.

Any person subject to this chapter who willfully or recklessly wastes, spoils, or otherwise willfully and wrongfully destroys or damages any property other than military property of the United States shall be punished as a court-martial may direct.

## SEC. 934. Art. 134. General article.

Though not specifically mentioned in this chapter, all disorders and neglects to the prejudice of good order and discipline in the armed forces, all conduct of a nature to bring discredit upon the armed forces, and crimes and offenses not capital, of which persons subject to this chapter may be guilty, shall be taken cognizance of by a general, special, or summary court-martial, according to the nature and degree of the offense, and shall be punished at the discretion of that court.

APPENDIX 2.—DEPARTMENT OF DEFENSE DIRECTIVE NO. 4270.6, MINOR  
CONSTRUCTION AND RELATED ACTIVITIES, OCTOBER 10, 1957.

ASD(P&I)

## Department of Defense Directive

SUBJECT Minor Construction and Related Activities

Refs.: ~~(a) Section 408, Public Law 268, 84th Congress~~  
(b) DoD Directive 4270.6, subject as above, December 7, 1956  
(cancelled herein)  
(c) DoD Instruction 4165.12, "Prior Approval for Real Property  
Actions"

### I. PURPOSE AND CANCELLATION

To prescribe policy guidance for projects authorized under Reference (a). Reference (b) is hereby superseded and cancelled.

### II. APPLICABILITY

This directive applies to acquisition, minor construction, conversion, extension, improvement and installation of permanent or temporary facilities under the authority of Reference (a).

### III. REQUIREMENTS

A. Projects qualify for accomplishment under Reference (a) when:

1. the desired facility can be developed through acquiring, constructing, converting, extending, improving, or installing the required permanent or temporary items;
- ✓ 2. the project is such that it could not reasonably have been anticipated in time for inclusion in the regular military construction program and completed prior to need;
- ✓ 3. the need is immediate to the extent that the project should not be delayed for inclusion in future military construction authorization legislation;
- ✓ 4. there are no other existing suitable facilities available to take care of the need.

B. Proposals for acquisition of real property under the provisions of Reference (a), in excess of \$5,000, will be submitted to the Assistant Secretary of Defense (Properties and Installations) for approval prior to acquisition. Submissions shall include the information required by Reference (c).

IV. DESIGNATION OF AUTHORITY

The Assistant Secretary of Defense (Properties and Installations) is designated to act for the Secretary of Defense to approve projects, the cost of which is in excess of \$50,000.

V. JUSTIFICATION

The justification of projects submitted to the Assistant Secretary of Defense (Properties and Installations) for approval shall be similar to that required for projects included in military construction authorization programs. Submissions will include statements as to why the projects were not included in current military construction programs and why they cannot be delayed for inclusion in future military construction authorization legislation, and a certification as to the nonavailability of other suitable existing facilities.

VI. REPORTING

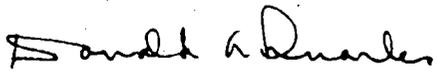
Semi-annual reports prepared in accordance with the attached instructions and formats will be submitted through the Assistant Secretary of Defense (Properties and Installations) to the Armed Services Committees of the Senate and the House of Representatives with respect to the exercise of authorities granted by reference (a) above. Reports for the six-months' periods ending December 31 and June 30 of each fiscal year shall be submitted not later than March 1 and September 1, respectively. Seven copies of these reports will be furnished to the Assistant Secretary of Defense (Properties and Installations). The first report to be submitted will cover the period July 1 through December 31, 1957.

VII. REPORT CONTROL ACTION

The reporting requirements of Sections III, B, and V, of this Directive have been assigned Report Exemption Symbols DD-P&I(EX)40 and DD-P&I(EX)41, respectively. Report Control Symbol DD-P&I(SA)297RL has been assigned to the reporting requirement of Section VI.

VIII. IMPLEMENTATION

These procedures are effective within sixty days. A copy of implementing instructions issued by each military department shall be furnished to the Assistant Secretary of Defense (Properties and Installations).

  
Deputy Secretary of Defense

- 3 Inclosures -  
1. Reporting Instructions  
2. Format A  
3. Format B

APPENDIX 3.—SPECIAL AUDIT REPORT BY THE U.S. ARMY AUDIT AGENCY ON THE CONSTRUCTION OF AN AIRFIELD AT THE U.S. ARMY QUARTERMASTER TRAINING COMMAND, FORT LEE, VA., DECEMBER 30, 1960.

HEADQUARTERS  
U. S. ARMY AUDIT AGENCY  
WASHINGTON 25, D. C.

ARAUD-O(D2)

30 December 1960

MEMORANDUM THRU: COMPTROLLER OF THE ARMY

FOR: SECRETARY OF THE ARMY

SUBJECT: Special Audit Report on the Construction of an  
Airfield at the U. S. Army Quartermaster  
Training Command, Fort Lee, Virginia

1. There is attached a report of the special audit performed at the direction of the Secretary of the Army by the U. S. Army Audit Agency of the construction of an airfield at the Quartermaster Training Command, Fort Lee, Virginia. The instructions to conduct the audit were directed by the Secretary on 15 November 1960 during a briefing by Major General A. T. McNamara, The Quartermaster General, on a General Accounting Office report citing a violation of Section 3679 of the Revised Statutes resulting from the above construction.

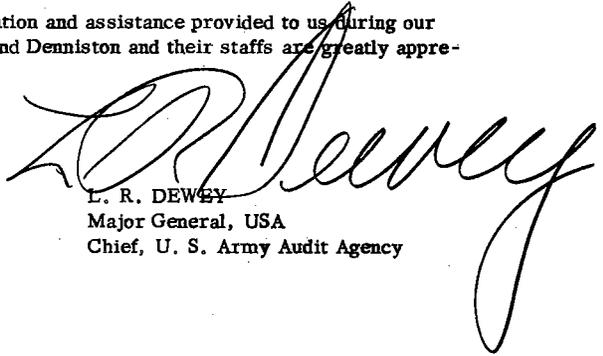
2. The U. S. Army Audit Agency has covered all aspects of the construction of the airfield from the time the project was proposed to the present date. The report is limited to a statement of facts, and our conclusions or opinions. It is recognized that certain of the conclusions in the report as to the possession of knowledge or intent on the part of certain personnel may be challenged by the personnel involved. However, we feel obligated to report our views in respect to them because the overwhelming weight of the evidence examined leads us to believe that our conclusions would be the same as would be reached in any investigation which might subsequently be made by sources outside of the Army.

3. A comprehensive investigation of the construction of the airfield at Fort Lee was made by a representative of the Quartermaster Inspector General during the period December 1959 through March 1960 after the General Accounting Office disclosed the violation. The detailed Quartermaster Inspector General's report, dated 7 April 1960, was made available and used by us during our audit. Our audit has developed additional information.

4. The report has been discussed with Major General McNamara, The Quartermaster General, and his staff and with Major General Denniston, Commanding General, Quartermaster Training Command, Fort Lee, Virginia, and his staff. There does not appear to be any major disagreement as to the statements of facts in the report. The comments of Major General McNamara and Major General Denniston are included as Appendixes A and B, respectively, to this report.

5. The extensive cooperation and assistance provided to us during our audit by Generals McNamara and Denniston and their staffs are greatly appreciated.

1 Incl  
as



L. R. DEWEY  
Major General, USA  
Chief, U. S. Army Audit Agency

CONTENTS

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SPECIAL AUDIT REPORT  
ON THE CONSTRUCTION OF AN AIRFIELD AT THE  
U. S. ARMY QUARTERMASTER TRAINING COMMAND  
FORT LEE, VIRGINIA

INTRODUCTION

This is a report of a special audit made by the U. S. Army Audit Agency, at the direction of the Secretary of the Army, to develop the facts and circumstances surrounding the construction of an airfield at the Quartermaster Training Command (QMTC), Fort Lee, Virginia. The General Accounting Office in a draft report entitled Review of Programming and Financing of Selected Facilities Constructed at Army, Navy and Air Force Installations, dated July 1960, stated that in constructing this airfield, the Army exceeded the limitation on construction imposed by Section 2674 of Title 10, U. S. Code, and that this action resulted in a violation of Section 3679 of the Revised Statutes.

GENERAL CONCLUSIONS

As a result of our audit, we have concluded that (1) an airfield which had been proposed and requested for authorization as a single project, to be financed from Military Construction, Army (MCA) funds, was subsequently split into several subprojects which individually would fall within the \$25,000 limitation established by 10 USC 2674 for financing construction with O&M, A

funds; (2) in the approval process, the funded cost estimate for the most important of these project estimates was revised unrealistically downward to below \$25,000 while at the same time the scope of work was substantially increased; (3) the funded costs of this project exceeded \$25,000 and the records were falsified in an effort to conceal the fact; and (4) the airfield which has cost about \$586,000 to date in funded and unfunded costs would cost an estimated additional \$1.1 million to complete as an all-weather airfield, but would still not meet Army standards because of its obstructed location. In addition, we concluded that various officials of the Quartermaster Corps were cognizant or should have been aware of the circumstances surrounding the construction of the airfield prior to the GAO audit.

#### CONGRESSIONAL IMPLICATIONS

In our opinion, the draft GAO report materially understated the seriousness of the circumstances surrounding the construction of the airfield. Based on the information that the GAO undoubtedly developed during their audit, it is probable they can prove to the satisfaction of a Congressional investigating committee, charges more serious than the violation alleged in their audit report. The GAO will probably attempt to show that the violation was willful and deliberate, and that several high ranking Army officials at Fort Lee either had knowledge of the violation or were negligent in not having knowledge. In addition,

if Congressional hearings are held on the GAO report, the following points will probably be alleged.

1. That the justification for the airfield did not indicate an urgent need, which under 10 USC 2674 is a necessary requirement to justify the use of O&M, A funds for new construction even when the amount is less than \$25,000. According to the justification, the primary purpose of the airfield appears to have been to accommodate visiting dignitaries and lecturers to the logistics management center, training school and command. Documentation in the files shows that the necessity of the airfield for the accomplishment of the mission of Fort Lee and QMTC was questioned by the installation G-3.

2. That an all-weather airfield estimated to cost about \$1 million was proposed as a military construction project (MCA) but was disapproved by DCSLOG. Subsequently, this project was subdivided into smaller projects to qualify for use of O&M, A fund financing which could be approved within the Quartermaster Corps. The first O&M, A financed project to be approved and on which the violation subsequently occurred was for the construction of a parking apron, taxiway, access road and a 2500 foot section of an ultimately intended 3000 foot airstrip with essential ground airport facilities for an all-weather airfield. Other O&M, A financed projects were approved, some of which have been completed and others on which work has been stopped. The subdividing of a construction project could be viewed as a means of avoiding Congressional limitations since the subdivision was not accidental.

3. That the estimated costs for the first O&M, A financed project for the parking apron, taxiway, access road and 2500 foot section of the airstrip were materially understated and the understatement should have been known or recognized by competent engineering personnel at the Offices of the Quartermaster General and the Chief of Engineers who approved the project. The project was originally proposed by QMTC to OQMG as a 1500 foot airstrip to cost about \$110,000 with a funded cost of about \$37,000. OQMG returned the proposal to QMTC stating that if the project could be increased in size and the funded costs reduced to less than \$25,000, the project could be resubmitted. The resubmitted and subsequently approved project was for a thicker and longer airstrip estimated to cost about \$141,000 with funded costs of less than \$25,000. To date, about \$586,000 has been spent on the airfield, of which \$87,762 were funded costs. About \$25,000 would be required to complete the visual noninstrument airfield, but even this expenditure will not result in completing the intended all-weather airfield. To complete the airfield as originally intended would cost about \$1.1 million in addition to the \$586,000.

4. That the airfield cannot be completed as an all-weather field in accordance with the Army's own standards without obtaining waivers because of numerous obstructions near the location of the airfield which for all practical purposes are immovable. Representatives of the Quartermaster Corps were aware of the obstructions and, after the work was started, requested waivers

through OQMG. The request was denied by the Office of the Deputy Chief of Staff for Operations. Despite the denial, work continued at Fort Lee, and documents in the files indicate that Army officers at QMTC made an effort to withhold this information from the Engineer Troop Battalion since disclosure might jeopardize continuing work by the Engineer troops performing the construction work as a training project.

5. That action was taken by some Army officers or employees at QMTC to misclassify costs related to the airstrip to other projects or classifications for the purpose of "hiding" the violation and that some documents were destroyed apparently to prevent prior actions being detected.

#### INITIATION AND APPROVAL OF PROJECT

The official files show that the construction of an airfield at Fort Lee was first considered back in 1952 and again in 1953 and 1954. During the first part of 1955, plans were developed in conjunction with the Norfolk District Engineer for an all-weather airfield to be constructed at Fort Lee for inclusion in the Fiscal Year 1957 military construction (MCA) program. These plans were for a 3000 foot paved airstrip and essential ground facilities for the maintenance and operations of aircraft including a hangar, supply building, shop, flammable storage, operations building, control tower, fire station, fuel facilities and lighting at an estimated total cost of \$1,072,000. In April 1955, a proposal for an airfield at Fort Lee was turned down by DCSLOG. DCSLOG

stated that the facilities at Camp Pickett, Virginia were adequate to initially support the Army aircraft required by the Quartermaster School located at Fort Lee, Virginia and that the proposed airfield at Fort Lee would result in a partial duplication of facilities currently available at Camp Pickett.

The refusal of DCSLOG to favorably consider the construction of an airfield at Fort Lee apparently did not dissuade representatives of the Quartermaster Corps. While an effort to obtain a lease for the use of the Municipal Airport, Petersburg, Virginia, as directed by DCSLOG was unsuccessful, the planning for an airfield at Fort Lee continued. In a letter dated 21 September 1955 from QMTC to OQMG, a recommendation was made to construct an airfield as either a complete project or a minimum requirements project with additional facilities to be added at a later date. Again, in early 1956, the Norfolk Engineer District, at the request of QMTC, revised the plans for the airfield. This revision, estimated to cost \$876,000, was based on reduced ground facilities required for maintenance and operations of only the three aircraft assigned to Fort Lee.

The next official proposal that went forward from QMTC to OQMG for the airfield was identified as Post Request No. 10-57, dated 17 September 1957. This request covered the construction of only a portion of the facilities necessary to complete the intended or desired all-weather airfield with a 3000 foot airstrip. This request was for only a taxiway, parking apron, access road and

1500 foot section of the planned 3000 foot airstrip. The work was to be accomplished as a Corps of Engineer troop training project at a total estimated cost of \$110,095, including a funded cost requirement of \$37,009.

The files clearly indicate Post Request No. 10-57 was for the first of a series of projects to be proposed, approved, and undertaken which would ultimately result in a complete all-weather airfield with a 3000 foot airstrip. While it may be contended that the proposed airstrip with taxiway and parking apron would result in a complete and usable facility, the subdivision of one project into smaller components to accomplish in pieces what cannot be accomplished in total is contrary to the restrictions on construction placed on the Army by Congress. Other O&M, A financed projects for a hangar, operations building, field lighting and a fire station were proposed, approved, and undertaken, all of which were essential features necessary to use the airfield as intended. Other additional projects will be necessary to complete the airfield as intended.

Post Request No. 10-57, dated 17 September 1957, submitted by QMTC to OQMG was subsequently returned to QMTC. The proposed project was returned by OQMG with the understanding that it should or could be resubmitted if (1) the length of the airstrip was increased from 1,500 feet to 2,500 feet; (2) the asphalt surface increased from  $1\frac{1}{2}$  inches to 2 inches; and (3) the funded cost reduced from \$37,009 to under \$25,000 which would permit the use of O&M, A funds with approval by the Office of the Quartermaster General.

In a letter to the CG, QMTC, the Deputy Chief of Engineers for Military Operations, OCE, on 1 October 1957, stated, "We have been in contact with the Utilities people of OQMG who indicated that they are recommending that the project be forwarded to us for approval; this action is currently being staffed within OQMG. Meanwhile, our Military Construction people are contacting your Post Engineer concerning the specifications for the project and are endeavoring to find a means of reducing its out-of-pocket cost to a point where the Chief of Engineers has approval authority." On 9 October 1957, the CG, QMTC, in reply stated, "A revised DA Form 5-25 is being prepared for the airstrip project in accordance with the changes suggested by your Military Construction people. Areas for possible reduction of out-of-pocket costs are being explored and the revised project will be within the approval authority of the Chief of Engineers."

A revised project was resubmitted on 6 November 1957, incorporating the suggestions of OQMG and OCE. The revised project was approved by both the Office of the Quartermaster General and the Office of the Chief of Engineers since Engineer troops were to be used to construct the airfield as a troop training project.

During a subsequent Quartermaster IG investigation, Major T. S. Swartz, Assistant Post Engineer, QMTC, testified that at the time he was asked to revise his initial estimate, he expressed his opinion that the project could not be

completed for less than \$25,000 of funded costs. It was the opinion of Major Swartz that the project as originally planned would have exceeded \$25,000; and that the revisions (lengthening the runway by 1,000 feet and increasing pavement thickness  $\frac{1}{2}$  inch) increased the estimate proportionately. Lt. Col. W. H. Jarrett, Post Engineer, QMTC, testified that he informed the OQMG that the airfield could not be constructed for the funded costs contained in the original project submission. However, Mr. R. G. Macdonald, Installations Division, OQMG, testified that Lt. Col. Jarrett told him many times that the airfield would not exceed \$25,000 in funded costs. Mr. Macdonald believed the airfield project could be built for less than \$25,000 funded costs. His view was based upon utilization of coarse aggregates taken from pits in the area and the use of troop labor.

In our opinion, the proposal and approval of Post Request No. 10-57, which was for the construction of a taxiway, parking apron, access road and a 2500 foot airstrip at a total cost of about \$141,000, with funded costs of less than \$25,000, shows an unusual degree of determination to construct an airfield at Fort Lee. The proposed and approved project was a subdivision of a larger project to accomplish the construction; and, in addition, the estimated costs for the proposed project were not on the surface reasonable or plausible. Also, some of the assumptions on which the cost estimates were based apparently were not verified before the project was approved. The cost estimates

were based in part on the assumption that fill dirt and/or coarse aggregates could be taken from pits at Fort Lee. It subsequently developed that this unverified assumption was untrue and this fact is now offered as one of the primary reasons why the funding limitations were exceeded on the project. However, it was learned two months after approval of the project but two months before construction work started that suitable fill material was not available at Fort Lee as originally planned and substitute material would have to be purchased. Despite this material increase in funded cost requirements, no action was taken to reconsider the project but instead construction was started.

Since Major Swartz testified that he destroyed work sheets supporting the cost estimates, we were unable to evaluate the propriety and reasonableness of the details supporting the estimated costs for the initial and revised project requests. However, comparison of the initial and the revised project requests showed that the revised approved project did not provide for any material costs for culverts, headwalls, topsoil, seeding and fertilizer whereas the funded cost estimate on the original project request for these items aggregated \$9,275. Additionally, the estimated unit cost used for the purchase of asphalt (after increase for the added thickness required in the revised estimate) was \$.38 per square yard whereas the actual cost incurred was approximately \$.70 a square yard. Since the estimated quantitative requirement was 27,322

square yards, the estimated material cost of \$10,382 for asphalt on the approved project was understated \$8,743 since the actual cost for this quantity would have been \$19,125.

#### FINANCING OF THE AIRFIELD

The construction of the airfield at Fort Lee has cost a total of \$586,396 as of 30 November 1960, but the construction work has not yet been completed. The source of the funds to finance the construction has been limited to the Army's O&M,A and military pay appropriations. The construction work was proposed and approved by separately identified O&M,A projects. The breakdown of the costs of the airfield as of 30 November 1960 is as follows:

<u>PR</u> <u>No.</u>	<u>Date</u>	<u>Purpose</u>	<u>Total</u> <u>Amount</u> <u>Approved</u>	<u>Total</u> <u>Costs</u> <u>Incurred</u>	<u>Funded</u> <u>Costs</u> <u>Incurred</u>
10-57	27 Nov 57	Construction of Airstrip, Taxiway, Parking Apron and Access Road	\$141,537	\$560,536	\$65,712.15
72-59	3 Jun 59	Construction of Hangar-Type Pre-Fab Building	21,786	24,362	20,551.84
18-60	15 Jan 60	Construction of Aerial Support Facilities at Site	<u>17,654</u>	<u>1,498</u>	<u>1,498.08</u>
			<u>\$180,977</u>	<u>\$586,396</u>	<u>\$87,762.07</u>

It should be noted in connection with the above costs that Project 18-60, dated 15 January 1960, was not approved by OQMG. Initially, the following individual projects were approved at Fort Lee within the installation's \$5,000 limitation:

<u>Post Project</u>	<u>Date Approved</u>	<u>Description of Work</u>
887	18 Sep 59	Wind Sock
910	23 Sep 59	Aircraft tie-downs
1030	14 Oct 59	Installation of airfield lighting for navigational aids
1038	16 Oct 59	Construct concrete foundations for two metal buildings
1362	16 Nov 59	Construction of fire station

After the draft GAO report on the violation of Section 3679, Fort Lee combined the five locally approved O&M, A financed projects into Project 18-60 which was submitted to OQMG for approval. All costs totaling \$1,489.08 expended against the five locally approved projects have been recorded by Fort Lee as expenditures under Project 18-60. The Project 18-60 was not approved by OQMG and on 12 February 1960, QMTC was directed by OQMG to suspend all work on the operational facilities at the airfield.

Another O&M, A financed project, 81-60, dated 29 June 1960, was approved for \$8,743 to change the airfield drainage system. This emergency work, on which \$2,829.61 of O&M, A funds have been expended, was essential to correct an engineering error resulting in a serious shoaling condition in the Appomattox River. The condition was corrected by reversing the direction of the flow of the surface drainage to conform with the design plans initially prepared by the Norfolk Engineer District.

In general, the Army receives its funds to finance construction from its MC,A appropriation. Under certain restricted circumstances, the use of O&M,A funds can properly be used to finance construction. At the operating agency level, the use of O&M,A funds for construction is limited by 10 USC 2674 to projects of an urgent nature costing less than \$25,000. For projects that are not urgently needed or which cost in excess of \$25,000, MC,A funds are required.

To construct a project which does not meet the criteria of 10 USC 2674 may also result in a violation of Sections 3678 and 3679 of the Revised Statutes. Section 3678 provides that sums appropriated for expenditures shall be applied solely to the projects for which they are appropriated and for no others. By specific limitation under the provisions of 10 USC 2674, O&M,A funds are not appropriated for the purpose of financing construction projects which are either not urgently needed or which cost in excess of \$25,000. Section 3679 provides that no officer or employee of the United States shall make or authorize an expenditure or create an obligation under any appropriation or fund in excess of the amount available. If any project is constructed which is either not urgently needed or which costs in excess of \$25,000, then MC,A funds are required; and if MC,A funds are not available, a violation of Section 3679 results.

If the urgency of the need for the airfield at Fort Lee cannot be established, then all of the funded costs incurred to finance the airfield construction

would represent a violation of 10 USC 2674 and, consequently, violations of Sections 3678 and 3679 since MC,A funds were not available. When the construction of the airfield was proposed for inclusion in the Fiscal Year 1957 military construction program, DCSLOG unfavorably considered the proposal because it would represent a partial duplication of existing facilities at Camp Pickett. DCSLOG also pointed out that when the Quartermaster Corps originally requested aircraft for Fort Lee, no mention was made of any possible future requirement for an airfield at Fort Lee to support the aircraft. Also, at a later date as a result of a study, the Assistant Chief of Staff, G-3, QMTC, stated that an airfield was not necessary to accomplish the mission of the installation. A review of the project justification indicates that the primary desire for the airfield was to accommodate visiting dignitaries and lecturers to Fort Lee rather than any urgent military necessity.

In our opinion, the subdivision of one project which had been disapproved by DCSLOG into individual O&M,A projects represented a deliberate attempt to qualify under the provisions of 10 USC 2674 for the use of O&M,A funds to construct the airfield. In a memorandum for the record at Fort Lee citing a telephone conversation on 25 May 1959, between Mr. R. G. Macdonald, Installations Division, OQMG, and Colonel Ridlehuber, Assistant Chief of Staff, G-4, QMTC, Colonel Ridlehuber stated in part that the construction of the airstrip and taxiway would be completed some time in either August or

September 1959, but that they were stumped for some type of hangar. Colonel Ridlehuber explained that they could obtain an 80 foot by 80 foot metal hangar building delivered to Fort Lee for about \$17,000 and that an O&M, A financed project request was being prepared for OQMG approval. During the conversation, Mr. Macdonald expressed concern about exceeding the \$25,000 funding limitation on the project for the airfield, but Colonel Ridlehuber assured him that the construction of a hangar would be an entirely new project. Colonel Ridlehuber's explanation did not entirely satisfy Mr. Macdonald since he stated that all the work was part of the airfield and that they would all be in trouble if the funded costs exceeded \$25,000. Then, in turn, Colonel Ridlehuber stated that he would call the project for the hangar a supply building for the 109th Aerial Detachment and say that it is for storage as well as aircraft maintenance, and Mr. Macdonald agreed that he thought this would be better.

During a later conversation on 1 June 1959 between Colonel Ridlehuber and Colonel J. C. Pennington, Chief, Installations Division, OQMG, Colonel Ridlehuber stated that if the purchase of the hangar is approved, P2000 funds would be used if available and the hangar would be for the 109th Aerial Detachment and not directly associated with the airfield. It was explained by Colonel Ridlehuber that in case of a physical inspection by Department of the Army representatives at some later date, the hangar would be explained as a temporary building which will be moved to meet other storage requirements if and when no

longer required at the airfield. Colonel Ridlehuber also explained to Colonel Pennington that the additional facilities which would be required, such as water, power, storage and lights, could be subsequently justified as improvements to the airfield once the airfield was in existence. After the assurances of Colonel Ridlehuber, Colonel Pennington agreed and stated that he would approve the project for the hangar.

In a letter dated 2 June 1959 to Colonel Ridlehuber, Colonel Pennington referred to the above telephone conversation and stated that The Quartermaster General is limited in approval authority to \$25,000 for new construction and that this limitation applies to the entire "airfield" as one project and not to various elements or increments. Colonel Pennington continued in his letter stating that the costs of the airfield are now about up to the legal limitation; therefore, it does not appear to be possible to accomplish the additional proposed projects for electricity, water and temporary control tower from O&M,A funds in Fiscal Year 1960. Despite Colonel Pennington's letter, the project for the hangar was approved on 3 June 1959 by OQMG and five separate O&M,A financed projects for aerial support facilities, that is, an operations building, fire station, supply building, wind indicator, airfield lighting, and aircraft tie-downs were approved by QMTC between 18 September and 16 November 1959.

Since the separately identified O&M,A projects were a subdivision of one project, all the costs related to the projects should be considered in

determining the amount of the violation of Sections 3678 and 3679. As the table on page 11 shows, the total funded costs incurred to date are \$87,762.07, which when compared to the limitation provided in 10 USC 2674 of \$25,000 results in a violation of Sections 3678 and 3679 in an amount of \$62,762.07.

Another interesting aspect is involved in the financing of the construction of the airfield at Fort Lee. Under DOD Directives, the use of troop labor is authorized for construction projects if the work is an authorized troop training project and is consistent with the type of training that would normally be appropriate for the troops involved. In connection with construction projects, Army guidance is clear that "unfunded costs" shall not be considered in applying the limitations on construction stated in 10 USC 2674. Troop labor costs are accepted as being "unfunded costs" not to be applied against the limitation. The logic behind this guidance appears to be that as long as the work is consistent with the required training, such costs would have to be incurred in any case and, therefore, should not be considered in applying the limitation. It is true that it is probably more advantageous to the Army to have the troops trained on something which results in a useful end product rather than training related to some "make-work" type of project which does not result in a useful end product. While the basic logic appears to be sound, it would appear to be applicable only in those cases where no additional funded costs are incurred as a result of the troops being used on a construction project as contrasted to the normal cost of training.

The troops used to construct the airfield at Fort Lee were Engineer troops from Fort Belvoir working under an approved troop training program authorized by the Chief of Engineers. However, in this case, QMTC used about \$137,000 of O&M,A funds from their funding program which they classified as "unfunded" for limitation purposes since the costs were incurred in connection with the use of the Engineer troops. Of this total, \$84,121 was expended by QMTC from O&M,A funds to pay per diem and to transport the troops and equipment from Fort Belvoir to Fort Lee. The balance of \$52,879 was used to provide materials and supplies, other than subsistence, for the troops. This last category of O&M,A expenditures included such items as petroleum products for the Government-owned vehicles being used on the construction project and maintenance to these vehicles. To us, the use of approximately \$137,000 of O&M,A funds by QMTC to support Engineer troop training was inappropriate. We believe that the expenditures by QMTC from O&M,A funds for transportation, per diem, petroleum products and maintenance costs represented funded costs to be applied against the limitation provided in 10 USC 2674, thereby resulting in a violation of \$199,762.07.

In connection with the violation of Section 3679 as reported by the General Accounting Office, Notices of Exception to the disbursing officers' accounts were issued on 14 September 1960 totaling \$41,604.25. On 10 November 1960, the Chief, Finance and Accounts Division, QMTC, in reply, requested removal

of the exceptions. On 28 November 1960, the General Accounting Office stated that after a review of the replies to the Notices of Exception, it was concluded that the facts presented did not warrant removal of the exceptions. It was further stated, however, that request for relief of the disbursing officers concerned could be made under Section I of the Act of August 11, 1955, 31 USC 82a-2 which requires certain written findings and recommendations by the head of the department concerned or his designee for the purpose of establishing that payments were not the result of bad faith or lack of due care on the part of the disbursing officers.

#### COMPLETION OF AIRFIELD

Even with the total expenditure of \$586,396, or about \$400,000 in excess of the approved amounts for the individual projects, the airfield is not complete and apparently cannot be completed in accordance with the current Army standards. About \$25,000 more would be required to complete the airfield as a visual non-instrument airfield which is considerably short of the desired and intended all-weather airfield. To complete the airfield as originally intended would cost about \$1.1 million in addition to the \$586,000 already spent.

In addition to the financial aspects, the numerous physical obstructions located near the airfield, which for all practical purposes are immovable, prohibit the completion of the airfield as an instrument, night and day, all-weather airfield in accordance with current Army standards. One of the

qualifications in the approval of Project 10-57, in November 1957, by OCE was that no work should be accomplished that would conflict with ultimate completion of the airstrip in full accordance with the criteria contained in Engineer Manual (EM) 1110-3-311, dated 15 June 1957. This qualification by reference included the maintenance of all prescribed clearances for structures or other obstructions during present or future stages of construction.

Representatives of the Quartermaster Corps were aware of the existence of the obstructions and after work was started, a waiver to the clearance requirements was requested. The requested waiver was denied by the Office of the Deputy Chief of Staff for Operations but despite the denial, work continued at Fort Lee. Documents in the files indicate that representatives at QMTC, in addition to continuing the work after the denial of the waiver, also made an effort to withhold the information concerning the denial of the waiver from the Engineer Troop Battalion because they were apparently afraid that work would be discontinued. We believe that if appropriate waivers were requested sufficiently in advance of the time construction began and the proposed future construction fully considered, the project would never have been undertaken at its present location.

#### FALSIFICATION OF RECORDS

After the construction work started on the originally approved Project 10-57, various documents were either not coded or were incorrectly coded and

resulted in costs related directly to the construction of the project being charged to other projects or classifications. Only \$23,359.19 of funded O&M,A costs applicable to the project out of a total of \$65,712.15 were properly charged. The additional \$42,352.96 of O&M,A funds directly related to the project were apparently deliberately misclassified to avoid disclosing in the records expenditures in excess of the \$24,948 limitation established for the project.

According to a Quartermaster Inspector General report, the misclassification of the costs was either directed or suggested by Colonel Walter R. Ridlehuber, QMC, who was then Assistant Chief of Staff, G-4, QMTC. Most of the actions which resulted in the improper costing of the project were taken by Major Thomas S. Swartz, CE, who served as Assistant Post Engineer, QMTC. Major Swartz has admitted that even though he was directed by Colonel Ridlehuber, he knew his actions were "not proper procedures of cost accounting." Also, according to the Quartermaster Inspector General's report, Major Swartz testified that he was instructed by Lt. Colonel William H. Jarrett, CE, Post Engineer, QMTC, to remove from "the file any information which hinted that all costs were not charged to the airfield and to destroy the material," when it became known that the General Accounting Office planned to review the construction project. Lt. Col. Jarrett denied the charge; however, some documents were removed from the files and destroyed by Major Swartz.

Because of the apparent deliberate action taken to improperly classify costs and destroy documents, we have concluded but cannot prove that willful action was taken to avoid reflecting in the records the excess expenditures relating to Post Request 10-57. While written reprimands for the violation have been issued, we believe the possibilities of a criminal violation should be pursued. 18 USC 1001 provides that whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both. Failure to critically examine the possibilities of a criminal violation might result in additional criticism of the Army.

#### RESPONSIBLE PERSONNEL

Disciplinary action to date has been limited to written reprimands of seven officers who are or were at Fort Lee. It would appear to us that some of the officers might be called victims of circumstances. Some of the officers who were reprimanded were not at Fort Lee when the project was proposed and approved. While they may or could be expected to have knowledge concerning the violation, their actions could well be classified as only "making the

best of a bad situation." We are of the opinion that certain officials must have thought that there was Department of the Army pressure to construct the airfield and that they were doing what was expected or wanted; however, we were unable to identify any such pressure. It is not logical to assume that the initiative for the construction of the airfield originated with and was sustained by the low ranking officers at Fort Lee who did the work.

We cite the case of Lt. Col. Grant Healey, Assistant Chief of Staff, Comptroller, QMTC, one of the seven officers who received a reprimand. Since the administrative control of funds had been delegated to the major program director, Assistant Chief of Staff, G-4, QMTC, and actions were taken by other officers to misclassify costs to avoid disclosing the violation, it is our opinion that Lt. Col. Healey was not responsible for the violation. We could not find any indications that Lt. Col. Healey did or should have known about the violation under the circumstances.

On the other hand, it would appear that representatives of the Office of the Quartermaster General must bear a portion of the responsibility for the unfavorable situation that currently exists. In our opinion, by virtue of their positions, Colonel James C. Pennington, Chief, Installations Division, OQMG; and Mr. Robert G. Macdonald, Chief, Facilities Branch, Installations Division, OQMG, should have been aware, particularly because of the problems encountered on the airfield project from its inception, that Fort Lee was

likely to exceed or had exceeded the \$25,000 limitation on the airstrip; and they should have taken action to halt the project and obtain required approval from higher authority before permitting further work on the airstrip, or other related projects .

COMMENTS OF THE QUARTERMASTER GENERAL  
ON AUDIT REPORT OF FORT LEE AIRSTRIP

30 December 1960

I have reviewed the Army Audit Agency report of the special audit of the construction of an airstrip at the Quartermaster Training Command, Fort Lee, Virginia. The report is a very critical analysis of all the events related to the construction. While I have no disagreement with the basic facts set forth in the report, I do disagree with some of the opinions and conclusions.

I do not disagree with the general observations in the report that there were serious derelictions involved in the construction at Fort Lee. It is quite apparent that certain individuals were overzealous in their efforts to get the work done and that some of their actions were imprudent and inexcusable. The fact that the proposed airstrip project was turned down as an MCA project, however, was not a determination that there was no need for more suitable landing facilities at Fort Lee. I do not consider it improper for Fort Lee personnel to have searched about for other lawful means to accomplish the goal. Since the work-sheets for the original estimate for the airstrip have been destroyed, I have been unable to verify whether or not the estimate was realistic. Looking at it now, the best comment I can make is that it was a most optimistic estimate. Certainly, the unforeseen difficulties aggravated the situation. When subsequent developments made it obvious that the funded limitation could not be maintained, work should have been halted until proper approval and funds were obtained. To attempt to cover up the overexpenditure by improper costing was grossly improper. There is no excuse for such action.

Although the short-form justification which accompanied the airstrip project merely indicated that the primary purpose for the airstrip at Fort Lee was to accommodate visiting dignitaries and lecturers, there were several other significant factors to support the Commander's determination of urgency. Such factors included: the support of assigned aircraft; use by the Air Defense Command; the cost and hazards connected with the then existing interim arrangements; use in connection with training activities such as aerial re-supply; the threat to Lee Apartments posed by use of the existing grass strip; and the valuable asset an airstrip at Fort Lee would be in the event of mobilization or a national emergency. It is my opinion that these circumstances justify the determination of military urgency for the airstrip.

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The improper costing of items used on the airstrip project has cast its cloud over the other work accomplished at Fort Lee, viz., the hangar project; the projects for support facilities; and the project for the drainage system. Quartermaster Corps personnel interpreted existing Army Regulations as permitting the subdivision into small projects, provided the projects met the criteria in AR 420-10. The regulations are subject to that interpretation. The truth of the matter is that the Army Regulations are extremely vague in defining what constitutes a project. The regulations appear antiquated and in need of revision before other installations find themselves faced with the same criticisms.

The position of the Army Audit Agency that O&M, A funds expended by QMTC in direct support of Engineer troop used on the construction project should be charged as funded costs to the project is not clear cut. The POL would have been used irrespective of where the training took place. The troop movement itself was an integral aspect of the training. If the funds had been transferred to the Corps of Engineers and expended by Engineers to support their own troops on a training project, the question would not even be debatable. Since the funds could be budgeted at the Department of Army level to the Corps of Engineers for supporting this approved training project, I don't believe that the direct expenditure by QMTC in this case is of any significance. Again, Army policy is not clear on this point and should be clarified.

The Army Audit Agency is of the opinion that the possibilities of criminal violations in the miscoding of costs attributable to the airstrip should be pursued. The Office of The Quartermaster General is not in the usual channels for military justice matters of this nature. The detailed report of investigation by my Inspector General was forwarded for appropriate action to the Commander exercising general court-martial jurisdiction. It is my understanding that the report submitted by Fort Lee which contained the pertinent facts relative to the miscoding of costs, was referred informally to the Office of the Judge Advocate General which agreed, on the basis of information in the report, that the disciplinary action taken by Fort Lee was legal and proper. Since no action has been taken that will preclude criminal prosecution in the matter of the miscoding, it may indeed be advisable to subject the evidence to a critical examination to determine whether referral to the Department of Justice is warranted.

Responsible officials in OQMG deny they were informed by Fort Lee that the project could not be built within the fund limitation. They deny they were

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informed of what was happening at Fort Lee. Colonel Pennington and Mr. MacDonald specifically deny that, prior to the GAO exit interview, they were aware that funding limitations had been exceeded at Fort Lee.

I request that I be present at any presentation of this report to the Secretary of the Army.

(Signed)

A. T. McNAMARA  
Major General, USA  
The Quartermaster General

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COMMENTS OF MAJOR GENERAL ALFRED B. DENNISTON  
COMMANDING GENERAL, U. S. ARMY, QUARTERMASTER  
TRAINING COMMAND AND FORT LEE, VIRGINIA

## ON THE

SPECIAL AUDIT REPORT OF U. S. ARMY AUDIT AGENCY  
ON THE CONSTRUCTION OF AN AIRFIELD AT FORT LEE,  
VIRGINIA.

I have no major disagreement with the facts in the report, although I question the addition of certain items, such as troop labor, to the funded cost of the project. The effect of this is to increase the magnitude of the alleged violation of law and to create the impression that this project was a conspiracy by all concerned to deliberately violate laws and regulations.

I do, however, disagree strongly with many of the conclusions and do not believe that they are supported by the facts. Instead, they appear to me to be extrapolations based on the assumption that a conspiracy was entered into and that every act of everyone concerned was deliberately planned to violate or circumvent the law.

I do agree that as the responsible commander, I should have checked the details of this project more carefully. When I assumed command of the Quartermaster Training Command and Fort Lee in April 1958, the construction of the airfield at Fort Lee was already underway. This project was under the general staff supervision of Colonel Roy Ridlehuber, G-4, Quartermaster Training Command, an officer who was favorably known to me both personally and by reputation. Upon my arrival at Fort Lee I was at once impressed with the implementation of a well-conceived master plan for permanent construction on the Post. There were numerous projects involving several millions of dollars in various stages of completion at the time, all of which seemed to be progressing orderly and expeditiously, and there was no apparent reason for me to make a specific detailed analysis of any one of them. Had I been aware of any irregularities in the funding aspects of the airfield, I would certainly have taken prompt and effective corrective action.

The report raises the question of the military urgency for the airfield. The fact that the airfield was rejected by DCSLOG as a project for construction out

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of available MCA funds does not support the conclusion that the airfield was not an urgent military requirement, nor is it sufficient to warrant the implication in the report that the Fort Lee authorities acted improperly in aggressively pursuing other means for construction of the airport. A turndown by DCSLOG on a project of this kind often means only that the project is not of sufficiently high priority to warrant its approval out of the limited MCA funds available, and is regarded as a challenge by the requesting agency to use initiative and imagination to complete the project by other means out of resources available to them. Furthermore, my experience over the past two and a half years as Commanding General, Quartermaster Training Command and Fort Lee has convinced me that the airfield was an urgent requirement.

The punishments meted out by me under the authority of my General Court-Martial jurisdiction were given after reviewing the report of the Quartermaster Corps Inspector General and thoroughly considering the best legal advice available to me. The possibility of additional criminal prosecution of individuals concerned was not overlooked and extreme care was taken to avoid any action which would in any way have compromised the accomplishment of full and complete justice.

I still maintain a high regard for the integrity and professional competency of Colonel Ridlehuber and the other officers concerned. Colonel Ridlehuber and the others obviously regarded the airfield project as a challenge to their initiative and for that reason they directed unusual effort toward its attainment. In their zeal, they allegedly exceeded certain prescribed limitations, but I do not believe that they "deliberately" or "willfully" violated the law. The outstanding military records of these officers confirm my belief that all decisions made and actions taken by them were believed by them to be in the best interests of the United States.

(Signed)

ALFRED B. DENNISTON  
Major General, USA  
Commanding General, Quartermaster  
Training Command and Fort Lee, Va.

3 January 1961

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