MEMORANDUM

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TO : Counsel-WAS (via MGDR) (via Pres)

DATE: 2 April 1965

FROM : SLC

REF. No. SLC-65-109

SUBJECT: War Hazards Compensation Act Reimbursement

Refs: (a) WD-65-1776, March 25, 1965

(b) WD-65-786, February 10, 1965 (c) LC-64-40, October 30, 1964

There is enclosed a copy of a memo (AATC-65-052, dated March 20, 1965) prepared by the AA/TC on the above subject. It appears beyond question that insofar as Contract AID-439-342 is concerned reimbursement cannot be sought for losses under Contract "342", either in the DeBruin case or in any others to date. With respect to those contracts with the Department of Defense, other than Booklift, we could logically pursue reimbursement under the Act, but the Air Force procurement officials involved with Contracts AF62(531)-1758 and AF62(531)-1757 have indicated a preference for our handling the matter through the Air Force pursuant to the indemnity provisions of the contracts. Several of these claims are now being perfected here, and during the recentvisit of the Managing Director, I cleared with him the fact that we will pursue these claims administratively through Air Force channels. I am sending today to Mr. Hanson a letter regarding his forthcoming visit, a copy of which is attached.

Grid B. Bevens

Henry P. Bevans

Encl.: Copies of: US Dept. of Labor Ltr. DB-P-1331-6, dtd. March 26, 1965; SLC-65-110; SLC-65-111

cc: AA/TC (via T/C)) w/o encl. File

HPB/1c

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5 APR 1985

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TAIPEL

APPROVED FOR RELEASELDATE: 12-Aug-2011