

BUCK & KEMBLE
ATTORNEYS AND COUNSELORS
TRINITY BUILDING
FORT WORTH, TEXAS

July 9, 1943

Personal

RE: Midway Airport Corporation.

Mr. Amos Culbert
American Airlines, Inc.
100 East 42nd Street
New York 17, New York

Dear Amos:

The Army engineers have completed Midway Airport and vacated the premises, including the residential property just off the southwest airport corner which is owned by Midway Airport Corporation and heretofore occupied as engineering headquarters. The chief engineer for Civil Aeronautics Authority in this region has notified the Army and the Navy that the airport is available for their use, and has advised the City of Arlington in writing that the Authority is delivering the property over to the City. This situation requires immediate attention.

Under the lease between Midway Airport Corporation and the City of Arlington, the Corporation has the right and duty to operate and maintain the airport during such periods as it is not used exclusively by the military forces. Apparently neither Army nor Navy intends to preempt the airport and operate it, but either or both will shoot landings on it and make a non-exclusive use of its facilities. This use will be of sufficient volume to cause considerable wear and tear on the runways and landing strips. Unless provision is made for the payment of landing fees by the Army, Navy and other users, the Airport Corporation will find itself obligated to repair the damage and replace facilities which have been worn out by other agencies.

Moreover, the asphalt topping on the landing surfaces is green, and, during the oxidation period which will occur during the warm months of the summer, cracking and general deterioration will occur unless these asphalt covering areas

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are frequently rolled with heavy equipment. Then, too, the Army engineers have expended more than \$25,000.00 in sodding and fertilizing the entire airport's surface which is not paved, and unless the weeds are mowed frequently they will take the place and choke out the Bermuda grass which is just coming through. In addition to mowing the weeds, the ground surface should be scratched occasionally with a tooth-harrow.

The City of Arlington is financially unable and indisposed to operate the airport, and under the contract we are obligated to do so. My attention is called to the fact that there would be an interminable delay incident to the negotiation of a prime contract between Midway and the Army or Navy covering landing fees and other service charges, but that both American and Braniff already have prime contracts under which those charges could be made, and if such a sub-lease could be worked out whereby either American or Braniff would assume the obligations of the lease for a limited period the problem would be solved. Without inquiry I doubt whether the companies would get together on such an arrangement.

It seems to me that there is immediate need to activate Midway Airport Corporation so that it may set up an airport management, and I feel that if this is not done promptly irreparable damage will result. I have just made a trip to the airport today and arranged for a watchman to occupy the small house on the Murphy property and look after the place temporarily, but something more than that is needed.

Yours very truly,

Raymond E. Berck

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