

INCOMING TELEGRAM Department of State

AE 11-2 BRAZ

46

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File 2273
4-29-65

Action

AEC

RR RUEHC
DE RUESUA 813 29/2125Z
ZNR

26172

Info

ARA

R 292034Z
FM AMEMBASSY RIODEJANEIRO

1965 APR 30 AM 6 25

IO

TO RUEHC/SECSTATE WASHDC 2273
INFO RUESBA/AMEMBASSY BUENOSAIRE 132
STATE GRNC

SGI

RMR

BT
UNCLAS APRIL 29

BUENOS AIRES FOR ROGERS

AE 11-2 BRAZ

REFERENCE: DEPTTEL 1550.

1. CNEN PLANS RECEIVE PALFREY PARTY AS THEIR GUESTS AND HAS RESERVATIONS CONFIRMED FOR ENTIRE PARTY AT HOTEL EXCELSIOR WHERE OTHER FOREIGN INVITEES STAYING. LATTER INCLUDE ADMIRAL QUILLAUT OF ARGENTINA AND IAEA DG REPRESENTATIVE AT UN, PISKAREV. EMBASSY ASSUMES NO OBJECTION TO ACCEPTANCE THIS HOSPITALITY. PLEASE CONFIRM.

2. BITTENCOURT ARRANGING TRAVEL TO SAO PAULO ON SUNDAY, MAY 9, AS REQUESTED. GORDON

BT
CFN 29 1550 1 2 9

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1

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-2- 2045, APRIL 30, FROM MANILA

ITEM 7. DELETED IN ITS ENTIRETY.

REQUEST WASHINGTON APPROVAL OF FOREGOING AMENDED DRAFT CONVEYANCE. IN ADDITION ADVISE SOONEST WHICH EMBASSY OFFICIAL SHOULD SIGN CONVEYANCE ON BEHALF OF USG ALSO WIRE AUTHORIZATION FOR HIM TO ACT IN THAT CAPACITY STATING THE SOURCE FROM WHICH AUTHORITY FLOWS.

PAGE THREE RUMJMA 249A C O N F I D E N T I A L

IMPORTANT THAT FOREGOING MATTERS BE CONSIDERED AND DETERMINED IN LIGHT OF 1963 AGREEMENT AND USG OBLIGATION THEREUNDER TO PAY COST OF LAND ACQUISITION. MONTGOMERY VIEWS USG PARTICIPATION AS SIGNATORY AND WARRANTOR OF CONVEYANCE AS BEING NECESSARY IMPLEMENTATION OF 1963 AGREEMENT HAVING SIMILAR EFFECT AS AND SUPPLEMENTARY TO EXCHANGE OF NOTES FOR SUCH PURPOSE. HE DOES NOT CONSIDER USG AS BEING A GRANTOR UNDER CONVEYANCE FOR REASON THAT LEGAL TITLE TO LAND IS NOT VESTED IN IT.

TENTATIVE AGREEMENT TO NAME USG AS WARRANTOR BASED ON FOLLOWING CONSIDERATIONS:

1. IN ANY EVENT REGARDLESS OF ACQUISITION METHODS USED USG BOUND TO PAY ANY AMOUNT REQUIRED TO BE EXPENDED IN LAND PURCHASE PROCESS INCLUDING LIQUIDATION OF CLAIMS AND EXPENSES OF LAW SUITS SHOULD SUCH ARISE. THEREFORE, USG AS WARRANTOR IN INSTRUMENT OF CONVEYANCE IMPOSES NO ADDITIONAL OBLIGATION.
2. EVEN IF USG NOT NAMED AS WARRANTOR IT WOULD STILL BE LIABLE UNDER WARRANTY AS TARLICO PRINCIPAL. HENCE OBLIGATION IN THAT RESPECT NO GREATER THAN THAT ASSUMED

PAGE FOUR RUMJMA 249A C O N F I D E N T I A L

UNDER DRAFT CONVEYANCE APPROVED BY USITO 382.

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