



*Nebraska History* posts materials online for your personal use. Please remember that the contents of *Nebraska History* are copyrighted by the Nebraska State Historical Society (except for materials credited to other institutions). The NSHS retains its copyrights even to materials it posts on the web.

For permission to re-use materials or for photo ordering information, please see:

<http://www.nebraskahistory.org/magazine/permission.htm>

Nebraska State Historical Society members receive four issues of *Nebraska History* and four issues of *Nebraska History News* annually. For membership information, see:

<http://nebraskahistory.org/admin/members/index.htm>

## Article Title: The Alliance Army Air Base Case

Full Citation: Lawrence H Larsen, "The Alliance Army Air Base Case," *Nebraska History* 67 (1986): 239-255

URL of article: <http://www.nebraskahistory.org/publish/publicat/history/full-text/NH1986AllianceBase.pdf>

Date: 11/15/2013

Article Summary: The city of Alliance had purchased the land on which the federal government built a very large World War II air base. When military forces no longer used the base after the war, it took federal agencies and representatives of city government more than a decade to determine the city's rights and responsibilities with regard to the site.

### Cataloging Information:

Names: George W Norris, Hugh Butler, Clarence H Hoper, A L Miller, Robert W Laing, James L HornBostel

Nebraska Place Names: Alliance (Box Butte County)

Federal Agencies Involved in Negotiations: War Assets Administration (WAA), Reconstruction Finance Corporation, Civil Aeronautics Administration (CAA), Public Housing Authority

Keywords: cantonment, C-47, B-29, Clarence H Hoper, Robert W Laing, Alliance City Council, James L HornBostel

Photographs / Images: barracks construction at the air base about 1942, parachute folding, aerial view of the base during its 1943 dedication, Alliance city manager Clarence Hoper, parade down Box Butte Avenue during base dedication, post engineer in the base greenhouse about 1943, base carpentry shop and quartermaster/repair shop

# THE ALLIANCE ARMY AIR BASE CASE

*By Lawrence H. Larsen*

This is a story involving airplanes, farm land, government red tape, and bureaucrats. It is a story of tedious memos, lengthy letters, and voluminous reports that complicated and prolonged negotiations between the U.S. government and the city of Alliance, Nebraska, over the postwar disposition of the World War II Alliance Army Air Base. Thousands of pages of regulations interpreted by multiple government agencies with varying jurisdictions automatically caused problems. Though American-style bureaucracy usually worked — as it did in the Alliance Army Air Base case — the process could be long and drawn out.

The Alliance Air Base case had its inception in hasty decisions made at the beginning of a great war and during a period of some of the most serious military and naval reverses in U.S. history. Against that backdrop, both civilian and military authorities demonstrated how quickly the nation could respond to an emergency.

During World War II the U.S. Army Air Force found Nebraska ideal for training purposes. Meteorologists decided that the state had excellent year-round flying conditions. Other considerations were just as important. The lightly-populated Cornhusker State's wide-open spaces provided numerous locations for gunnery, bombing, and training ranges. Land was relatively cheap, and many towns stood ready to accommodate the needs of the military. Because of the efforts of Senator George W. Norris, Nebraska had ample electric power for military requirements. Moreover, the powerful senator worked hard to insure his state a share of military facilities. Eleven Nebraska communities gained air bases.<sup>1</sup> One was Alliance whose patriotic citizens welcomed a chance to serve the war effort while boosting the local economy.

Alliance was on a high, virtually treeless plateau in the Nebraska Panhandle just west of the Sandhills. The Chicago, Burlington, and Quincy Railroad, after building a branch line into the area, founded Alliance in 1888 on land platted by the Lincoln Land Company. The railroad advertised widely and ran special trains of landseekers to the site in order to promote settlement. By 1940 Alliance had a population

of 6,669 people, large by Panhandle standards. It was the seat of Box Butte County and the trading center for an extensive farm and ranch region. Every year growers shipped many carloads of seed potatoes from Alliance. In June the town was the site of the annual Panhandle Stampede.<sup>2</sup> Throughout World War II the stampede remained a major event, enhanced by the inclusion of significant numbers of military personnel. Alliance, while not a large town, was an important regional center well suited for an air base.

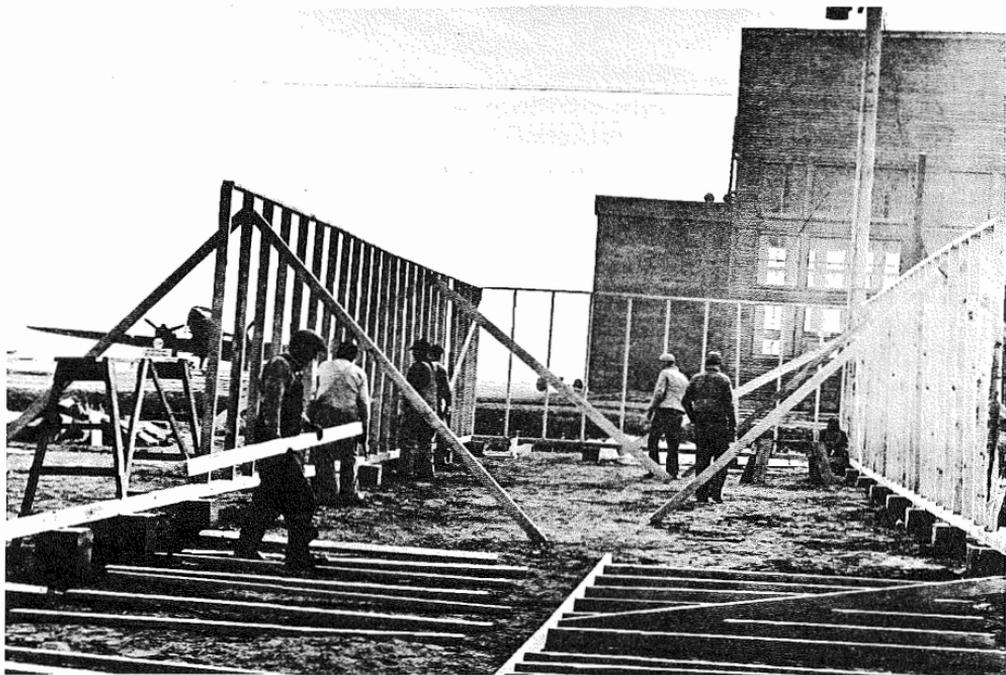
On April 15, 1942, the Secretary of War authorized the establishment of the Alliance Army Air Base. A brochure published by the city had helped interest the Army in the Alliance area. A site inspection team visited the community early in 1942, and by April, before the completion of negotiations between the federal government and the city, teams of architects and Corps of Engineers personnel were hard at work in two downtown buildings.<sup>3</sup> On May 19, 1942, the *Alliance Times and Herald* reported that the city had exercised an option to purchase 3,256 acres of mostly grazing land in an old dry lake bed two miles southeast of town for a "second airport." Because the city already operated a municipal airport with a 5,000 foot runway, most people could guess the reason for the land purchase. The city paid the landowners \$96,000, much more than the land was worth for agricultural purposes. A reporter noted, "Because of the urgency of the situation, the city officials had no opportunity to invoke condemnation proceedings." Later the city sold bonds to raise funds expended on the land deal.<sup>4</sup> On May 23 in a transaction that went unreported at the time, the city of Alliance leased 2,860.77 acres of the recently acquired land to the U.S. government. Through other channels, federal authorities acquired another 1,442.75 acres for a total of more than 4,205.52 acres.<sup>5</sup> This property became the nucleus of the Alliance Army Air Base. In June the official announcement of the establishment of the base was anti-climactic to the citizens of Alliance. What the newspaper called "bustling preparation" was already underway. An Army spokesman reported that "practically all of the contracts have been let and work has been in progress several weeks."<sup>6</sup> The exigencies of the national emergency required the cutting of corners.

Building the base was a large undertaking. By the summer of 1942 over 5,000 construction workers had swarmed into Alliance, nearly doubling the size of the town. Defense workers taxed local housing to the limit. According to the *Times and Herald* they lived in "garages, store rooms, cellars, attics, any place available." Some occupied their own trailers in hastily established parks. Business in Alliance in 1942 increased by over fifty percent from the previous year. During a ninety day period the Guardian National Bank of Alliance registered a \$1.1 million gain in deposits.<sup>7</sup> Lewis A. Pick, the Corps of Engineers' district engineer for the Missouri River District (later noted for building

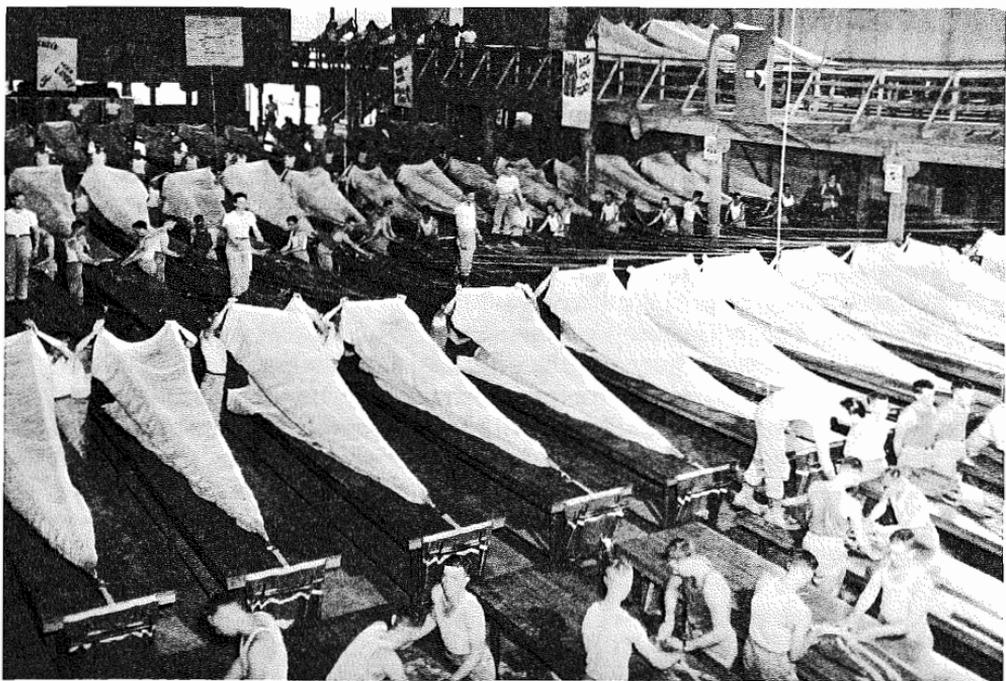
the Burma Road), praised the "spirit of cooperation" that existed between the city of Alliance and the federal government.<sup>8</sup> As the air base neared completion the workers left to build other Nebraska military installations. Most were Sioux Indians from the Pine Ridge and Rosebud Reservations, Mexicans from the Southwest, and blacks from Wichita and Kansas City. An Alliance reporter wrote, "They were a happy, carefree lot . . . They worked hard, gambled hard, and paid several thousand hard dollars in fines and costs in police court where they were rounded up in lots of dozens each night."<sup>9</sup>

Over 65,000 people, a tremendous crowd for the Panhandle, attended the official dedication of the Alliance Army Air Base on August 22, 1943.<sup>10</sup> By then the base had been in operation for over a year with military and construction activities proceeding at the same time. The base was half again as large as most Army air bases. The cantonment or housing area covered 1,088 acres and the airdrome 2,100 acres. The balance was used for a rifle range and other purposes. When completed, the vast complex contained 775 buildings including hangars, chapels, warehouses, barracks, mess halls, service buildings, and latrines. The temporary structures had a designated life of five years. In addition, the base had a railroad spur, power plant, waterworks, and sewerage system. More impressive still was the scope of the flying field built on the former lake bottom. It had 35,503 lineal feet of runways and 12,332 lineal feet of taxiways — a staggering 8,186,850 square feet of concrete.<sup>11</sup> Each of the four main runways, which could stand tremendous pressure before cracking, was more than 9,100 feet long.<sup>12</sup> This was roughly the length decades later of runways at major jet airports in Omaha, Denver, or Kansas City.

The Alliance air field's long air strips related to military requirements. The base had been planned as a training facility for paratroops and air commandos. An essential element involved the use of gliders. Fully loaded C-47s, the reliable and efficient troop-carrying versions of civilian DC-3s, pulled several gliders behind them. Taking off was tricky, requiring at least 7,000 feet of runway.<sup>13</sup> Until the spring of 1944, Troop Carrier Command ran the base. At one point over 14,000 paratroops were "at the grim task of training" in the Alliance area.<sup>14</sup> Although parachute drops inevitably involved some risks, jumping into the Sandhills was supposedly safer than dropping into wooded territory. After the troops left for overseas duty, the Second Air Force temporarily took over the Alliance Air Base in the fall of 1944 in order to train B-29 air crews. The B-29 strategic bombers, despite supercharged engines, were underpowered for their size and weight. Fully loaded, the large planes needed 7,000 to 8,000 feet or more for takeoff, depending on the weather and other conditions. While the Alliance airfield counted 35,000 landings and takeoffs in a two-year period, handling the B-29 traffic did not require much personnel as the



*Barracks construction at the air base about 1942.... (Below) Parachute folding.*  
*All photos courtesy of Knight Museum, Alliance.*



planes were based at other installations in Nebraska.<sup>15</sup> In the summer of 1945 Troop Carrier Command reclaimed the base intending to train paratroops for a projected invasion of Japan.<sup>16</sup> That prospect ended with Japan's surrender on September 6.

On October 31, 1945, the Army "temporarily" deactivated the Alliance Air Base. At the time Senator Hugh Butler of Nebraska predicted that the Army would make the Alliance base a permanent installation.<sup>17</sup> However, only a few weeks later on November 20, Troop Carrier Command closed the base and plans were made to sell the surplus property. A representative of the Nebraska Aeronautics Commission informed Alliance officials that they should act at once. "Ask for everything," he said, "you get everything if you ask for it. You even stop property from being moved from the field now if your application is on file."<sup>18</sup> The possibility still existed that, due to what one officer called its "excellent runways," the Alliance Air Base might become a permanent base. But on December 5, 1945, the U.S. government declared the Alliance Army Air Base surplus property.

In January 1946 Alliance City Manager Clarence H. Hoper went to Washington to see Senator Butler and General Henry H. "Hap" Arnold, commander of the Army Air Forces, but nothing came of Hoper's trip.<sup>19</sup> On February 12, 1946, the War Assets Administration (WAA), under a "Real Property Classification," assumed jurisdiction over disposition matters.<sup>20</sup> At the end of February, Troop Carrier Command turned management of the base over to the Corps of Engineers.

A glimmer of hope still existed that the base might be reactivated, particularly when relations became strained with the Soviet Union. On September 4, 1946, the *Times and Herald* quoted Nebraska Congressman A.L. Miller as stating that the base would be withdrawn from the surplus column and reactivated as a Troop Carrier Command training base. "There may be a few troops here or they may decide to send up to 3,000," he said. Despite reports to the contrary, Miller insisted during the ensuing weeks that the base would reopen.<sup>21</sup> If his intention was to force the Army's hand he succeeded. In October 1946 Major General C.C. Chauny wrote Senator Butler, "It is not the intention of the Army Air Force to reactivate the Army Air Field at Alliance."<sup>22</sup> With that announcement, the city and the federal government turned in earnest toward reaching a disposition agreement.

At first matters seemed rather clear cut. Under its lease with the city of Alliance the federal government had the right, in exchange for rental of \$1 per year, to "make alterations, attach fixtures, and erect additions, structures, or signs in or upon the premises." In short, it could do just about anything it wanted. Another part of the lease stated that "the Government, if required by the lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the



*Alliance Army Air Base during its 1943 dedication. Aircraft on the ground include C-47s and gliders.*

same condition as that existing at the time of entering upon the same under this lease."<sup>23</sup> The Corps of Engineers, which had responsibility for protection and maintenance of the abandoned field, estimated its costs at \$5,000 per month. Another federal agency, the Reconstruction Finance Corporation, had the obligation to pay these expenses.<sup>24</sup> It seemed in the mutual interest of all parties to quickly restore the land to its former condition, terminate the lease, and turn the property back to the city of Alliance. But because of the involvement of several different agencies in setting policy, what seemed to be a simple procedure turned out to be anything but routine.

The initial negotiations proceeded on the assumption that the base would close permanently. On October 15, 1945, the U.S. government and the city, anticipating quick resolution of the disposal issue, signed an agreement providing for joint use of the facility.<sup>25</sup> A few months later on February 28, 1946, after amiable discussions with WAA officials in Omaha, City Manager Hoper submitted a formal disposition proposal. After noting that the city had "extended itself in purchasing the land" and that \$90,000 of the bonds were still outstanding, he wrote: "We simply could not afford to maintain the airfield and necessary appurtenant facilities if the government desired to turn the field over to us for us to maintain, looking forward to eventual need of the field and facilities during future emergencies . . . We are assuming that with the money invested . . . and with the excellent runways as revealed by tests of the Army Engineers, the government does not want the field abandoned and the runways permitted to deteriorate and disintegrate." Hoper said that if the government removed the buildings then the city would expect the site restored to its original condition. However, he claimed that "the salvage value of the buildings to the government would be negligible, particularly when the cost of conducting the salvage operations and of restoring the site are taken into consideration." In return for upkeep money from the CAA, assumed under Surplus Property Administration Regulation 16, Hoper proposed that the government turn over the field "complete with buildings, utilities, and equipment" to the city for \$1. "It is our thought," he stressed, "that any check by the government would realize that our proposal is perhaps the best one for the government provided it is desired to see the field here maintained."<sup>26</sup> This would have been a very advantageous settlement for Alliance. The Corps of Engineers had calculated the federal government's acquisition costs at \$31,744 and improvements at \$14,868,825.03.<sup>27</sup>

Federal officials seemed confused over what to do with the air base. On August 15, 1946, a Reconstruction Finance Corporation lawyer on temporary assignment with the WAA determined that under WAA Regulation 5, Alliance could acquire the airfield property without a cash payment and the buildings at "fair value."<sup>28</sup> The same month a

report submitted by the CAA recommended that certain non-airport property, i.e. property not directly related to aviation operations, be transferred to the city of Alliance in lieu of restoration. Arthur W. Manley, director of the Airports Division of the Office of Real Property of the WAA, rejected the CAA report, contending it was not in line with SPA Regulation 16. "It is doubtful in our minds if a municipality the size of Alliance could assume the responsibility and obligation of operating an airport the size of the air base in strict compliance with Sections 8316.10 and 8316.13 (a) of WAA regulations as amended," he informed the WAA office in Kansas City. "If in the opinion of your airport representative, this is the case, consideration should be given to the possibility of the city's taking over the airport and leasing portions of it to aeronautical enterprises such as airlines, etc."<sup>29</sup> The sections of the regulations cited by Manley dealt with technical requirements for operating civilian airfields, but the federal government's administrative regulations were so complex and often so ambiguous that different administrators reached different conclusions about what they meant.

In response to Manley's concerns, WAA and CAA officials made a joint survey of the Alliance air base on October 14, 1946. Following the survey Larry C. Nye, the WAA airport negotiator in Kansas City, agreed with Manley's general observations. Nye explained that Prairie Airways, which leased a hangar for \$1200 per year, was the only commercial user of the field and that Alliance already had an airport. He concluded that the city's plan was "not conceivable."<sup>30</sup> Manley concurred, stating, "We are trying to avoid having the city take over a white elephant which would be considerably beyond their requirements."<sup>31</sup> It was as if the federal negotiators had forgotten that Alliance already owned the land and had only leased it to the United States.

On December 3, 1946, City Manager Hoper, responding to a request from the WAA, expressed the city's "thoughts and desires" in connection with the air base's final disposition. He noted that as yet "we have received neither an acceptance nor a rejection of the February 28, 1946 proposal." Since then the federal Public Housing Authority had requisitioned and removed fifty of the temporary barracks. Despite this development Hoper said that the city would not change its original offer. Confirming that the need for commercial air facilities was "not very great," he said that the city assumed that the federal government would not want to see the runways removed in the interest of preparedness. "Although this eventuality is contemplated in our lease with the government, we desire to see other steps taken in the disposition of the airfield," he stated. "However, it appears to us that the government is liable under the terms of our lease, for the full cost of restoring the premises to their original condition." Hoper reiterated that the city



*Alliance city manager Clarence Hoper . . . (Below) Parade down Box Butte Avenue, Alliance, during 1943 air base dedication.*



remained open to some adequate solution. Emphasizing the situation that Alliance found itself in, Hoper observed that the city had never expected the Army Air Forces to abandon the base.<sup>32</sup>

A battle of bureaucrats followed over what to do next. The CAA rejected out of hand earlier WAA ideas about disposing of the base as having been "prepared without the knowledge of Civil Aeronautics Administration Regional Office in Kansas City, Missouri."<sup>33</sup> A new "CAA Airport Disposal Report (Revised)," of February 3, 1947, was inexplicit. It said, "The CAA has recommended certain operational and management policies for the airport in the event it is turned over to the City of Alliance, also that the approaches to runways be protected by [n]avigation easements where necessary before government-owned land is disposed of by WAA."<sup>34</sup> On February 20 WAA official Truman V. Gross of the Real Property Management Division produced a "Preliminary Report in Connection with Takeover, tentative date March 1, 1947." It was a curious document that stressed future needs of the federal government. Among other things, Gross recommended renting several hundred acres of hay land for the 1947 crop year, indicated how to lower electric bills, and offered advice on curtailing telephone service. He dealt with such specific measures as how to cut the number of telephones from sixty-three to thirteen without impairing protective services.<sup>35</sup> The memorandum hardly sounded like a transfer document. Rather it left the impression of a plan for the federal government to mothball and maintain the base.

On March 1 after the WAA officially took over the property from the Corps of Engineers, negotiations between the federal government and the city of Alliance resumed. An agreement hinged on two factors: the salvage value of the buildings and equipment and the cost of restoration of the land to its condition prior to construction. The restoration clause in the lease did not affect the airport area as designated by the CAA, only the cantonment area containing base housing, utilities, and storage surrounding the flying field proper. The cost of restoration could not exceed the value of the land.<sup>36</sup>

On April 12, 1947, after examining a detailed report compiled by a U.S. government appraiser, a new Alliance city manager, Robert W. Laing, submitted the city's latest proposal. Laing admitted that the operation of the base as an open flying field would amount to "an assignment of staggering proportions" to a community the size of Alliance. A particular fear was the possibility of an increase in city taxes. After observing that it had taken thirteen years and \$23,000, "often secured under the most difficult conditions," to build the 413-acre municipal airport, Laing went on to analyze the economic considerations involved in any salvage proposal for the air field. "Agriculture," he emphasized, "is the predominant business in this area. The country is sparsely settled and there is little local industry to

provide the population necessary for an on-site use of the buildings and facilities in the cantonment area." Under the circumstances, he contended that the base's pavement was a continuous liability of no practical value to the city. He estimated that it would cost the federal government \$86,018 to restore land occupied by the base, not including the airport section, to its original condition. This he noted, was some \$10,000 less than the amount "patriotically" expended by the city in 1942. Furthermore, an increase in land values to \$31 an acre represented a "fair value" sixty percent loss to the city. Even so, Alliance would accept "as salvage in lieu of restoration," the electric system, railroad line, water plant, and many of the buildings. The United States would not have to restore the land as the lease required, and the city could sell surplus structures for their salvage value. The proceeds could be used by the city to maintain the airfield itself. According to Laing, "This proposal was today authorized by the Mayor and city council of the City of Alliance for acceptance in its entirety and is conditioned upon immediate acceptance and transfer by War Assets Administration."<sup>37</sup>

On April 16, 1947, Gordon T. Burke, the WAA regional director, recommended the rejection of the Alliance proposition. He came down hard on the city, claiming that the total salvage value of the facilities on the property that Alliance wanted in lieu of restoration was \$108,165 rather than \$86,018. In addition, he stated that other non-airport facilities requested had a value of \$307,433. Burke felt that the airport was among the best in the country and that it would be "very foolish" to transfer the field to someone who could not properly retain it for future use. He blamed the problem on the greed of the people of Alliance. "The city of Alliance has gotten itself into a bad financial situation by reason of its having raised \$96,000 by a bond issue in order to provide the land on which the airport is located," Burke declared. "While it is true the city benefited greatly during the war from the use of the airport, now that these activities are over, it will have very little benefit from the civic use of this airport." He recommended that the federal government keep the air base and pay the city the original cost of the land. He confidently assumed, "If the government acquires the property as recommended above, the city would be free of the financial obligations that were assumed by it in order to acquire the airport land. Free of this obligation, we believe the city might possibly be able to take over a limited amount of the airport buildings and maintain the runway."<sup>38</sup> This recommendation too, ignored an obvious consideration — the city's lease with the federal government.

To get the negotiations off dead center, an informal meeting was held on July 10 between representatives of the WAA, the CAA, and the Alliance City Council. A new plan was drawn up that reduced the size of the airport area to be transferred to Alliance and increased the size

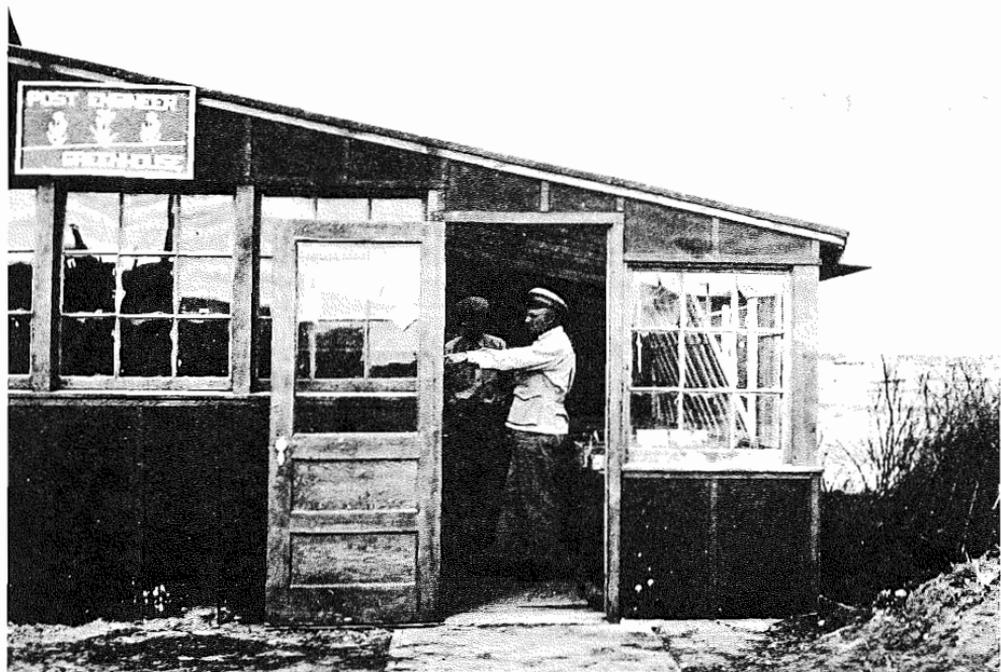
of the cantonment area subject to the restoration clause in the lease. This plan increased the restoration value for the area outside the airport proper to approximately \$90,000.<sup>39</sup>

On July 17, 1948, the WAA wired City Manager Laing that the new proposal had been accepted. The city would operate and maintain the airport area of 1,055 acres including the runways, hangars, warehouses and the power system. The WAA would give the city 121 buildings in the 1,805-acre cantonment area including officers quarters, barracks, and other structures. This was in lieu of restoring the city-owned land to its original condition.<sup>40</sup>

After several months of give-and-take, the two sides were ready to conclude the final agreement, or so it seemed at the time. But a new logjam surfaced in the form of federal legislation. Public law 289 gave the CAA broader powers in designating land for airport use. "This means that the CAA's designated airport area at the base may be larger" than the originally defined acreage, the *Times and Herald* reported. "The City of Alliance plans to apply for additional area which will increase the airport territory to bring in five quarters of land surrounding the base and also some additional buildings."<sup>41</sup> Through an arrangement with the WAA, the city agreed to pay \$250 per month for fire protection. The WAA owned 510 buildings in the non-airport area which it intended to sell eventually. During the summer of 1947, the city sold all but twenty-three buildings it was to receive in lieu of restoration of the land.

While the Alliance city council expressed satisfaction with the proposed agreement, progress toward a final settlement continued to falter. The city's attorneys refused to accept the quitclaim deed because of a dispute over easement rights dating from an October 15, 1945, agreement with the Corps of Engineers. In the meantime, the entire field remained designated as surplus property by the federal government.<sup>42</sup>

Over the next several years, the city of Alliance and the federal government maintained joint jurisdiction over the base area. In lieu of restoration, the WAA transferred the entire electric system to the city. Through transfer and purchase, the city acquired part of the water and sewerage systems. The U.S. government removed certain items including the railroad tracks.<sup>43</sup> It auctioned off 240 buildings at a giant "Close-out Spot Bid Sale."<sup>44</sup> An advertisement touting many "bargains" — lavatories, guard houses, and barracks — proclaimed, "Anyone Can Buy, No Priorities Needed." Some friction developed over flood damage, fire protection, parking, and building use.<sup>45</sup> On April 1, 1948, an irate Ernest J. Clark, the WAA project manager at the air base, complained to his superiors, "The City of Alliance has neither been granted nor denied the right of authority to grant authorization or permission to individuals or organizations to hold entertainments on



*Post engineer in the base greenhouse about 1943 or 1944 . . . (Below) Air base carpentry shop (right) and quartermaster/repair shop.*



the area or in any of the buildings that have or are in the process of being transferred to them on the 'lieu of restoration' or 'CAA transfer'."<sup>46</sup> Friction was bound to continue until final resolution of the ownership question.

In order to clarify matters regarding the easement problem, the United States brought condemnation proceedings to acquire perpetual easements for several parcels of land. The property was outside the air base along an open sewer used by the city of Alliance that ran two miles from the center of the airfield to three lakes. Use of the ditch dated from World War II days. A federal official noted, "Sewage disposal is unusual, in fact unique, in that sewage empties into open lake about 2 miles from center of airfield where action of alkalai and other chemicals, naturally part of this lake water, have disintegrating and oxidizing effect on sewage with no odor resulting and no floating solids and no settleable solids revealed in depth soundings in lakes number 1 and 2."<sup>47</sup> Lake No. 1 was seventy-five acres in size, lake No. 2 about forty-five acres, and another body of water, lake No. 3, around sixty-five acres. None were more than eight feet deep.

In 1944 the federal government had condemned land and built sewers to lakes 2 and 3 when sewage from lake No. 1 had threatened to back up into Alliance mains. City Manager Hoper had noted, "It is felt that the city is entitled to use of the government facilities since the government has offered use of the facilities to the city at no cost." In October 1945, the city and the War Department had signed an agreement giving Alliance permanent use of the sewage system.<sup>48</sup> After the war, the ditch continued to carry sewage from Alliance, causing overflow problems.

The adjacent landowners had asked the condemnation appraisers for additional compensation, arguing that the overflows had damaged their hay land. A trial in U.S. District Court in Chadron sought to determine whether the landowners' claims were valid or whether they were entitled only to the original appraised value of the land condemned for the sewerage system. Until the court ruled whether the U.S. government was liable for damages or granted the government perpetual easements, the city did not want to accept title (and potential liability) for the air base property.<sup>49</sup>

In June 1951 the U.S. District Court rendered a condemnation judgement favorable to the federal government. If upheld on appeal, there would no longer be the possibility of adjacent property holders suing at a later date. The city could at last acquire the property without concern for future lawsuits over the sewage system easements.

On September 12, 1951, A.Z. Donato, an assistant U.S. Attorney in Omaha, discussed the condemnation case and its Alliance Air Base implications by telephone with Regional Counsel James L. Horn-Bostel in Kansas City. At one point, Donato asked, "This disagree-

ment with the city is whether they shall have what?" HornBostel replied, "Whether they shall have the right to continue to use the sewer and pollute the three lakes up there. They want an irrevocable permit and we don't know whether we have authority to give it. If the court decision stands, it does give a perpetual right to do that. . . . Well, personally and off the record, I think the judgement should stand and we should just forget it." Donato said, "You don't have to get but one glance at that ditch" to know it would cause a lot of damage. "You just can't tell me," he emphasized, "that the government can go around digging ditches on somebody's land 50' wide and 15' deep and let it spew all over the land and then tell them we don't have to do anything about it." HornBostel answered, "It was a temporary proposition. The court gave us the right to do it and assess the damages accordingly."<sup>50</sup>

In a formal letter, HornBostel stated, "In analyzing the opinion of (U.S. District) Judge Delehant we interpret it as holding that the government acquires perpetual easements over the lands involved in the condemnation proceedings. Therefore such easements would be subject to disposal."<sup>51</sup>

After the circuit court affirmed the decision, the city of Alliance and the federal government finalized the air base transfer. On July 16, 1953, the Alliance City Council met in special session to receive the deed to what had become the Alliance Municipal Airport.<sup>52</sup>

The whole affair had taken more than a decade from start to finish. In that time, many local and federal officials had been involved in the case. The clear language in the lease between the city of Alliance and the federal government lost meaning in the rush of events. The size and cost of the Alliance Army Air Base project led to decision-making that transcended legal niceties. The people of Alliance, by patriotically investing public funds to provide the land on which the air base was built, left their motives open to suspicion by federal authorities. The base brought a great deal of federal money into Alliance, naturally raising questions about greed, especially after local officials stressed the burden imposed on them by the bond issue. A vast technological endeavor, carried out against the backdrop of a world war, altered the Nebraska countryside. The ensuing controversy over the peacetime disposition of the Alliance Army Airfield provided a commentary on the war-wrought complications in relations between a local unit of government and federal authorities.

## NOTES

<sup>1</sup>James C. Olson, *History of Nebraska* (Lincoln, 1966), 306. For courtesies extended in the writing of this article I wish to thank R. Reed Whitaker, Allan Perry, and Mark Corristan of the National Archives-Kansas City Branch, and Anne P. Diffendal, Manuscripts Curator, Nebraska State Historical Society.

<sup>2</sup>Workers of the Federal Writers' Project of the Works Progress Administration for the State of Nebraska, comp., *Nebraska: A Guide to the Cornhusker State*, American Guide Series (New York, 1939), 369.

<sup>3</sup>*Alliance Times and Herald*, June 12, 1942.

<sup>4</sup>*Ibid.*, May 19, 1942; May 29, 1942.

<sup>5</sup>Real Property Classification, February 12, 1946; Photostatic Copy, Declaration of Surplus Real Property, February 12, 1946, Acquisition and Classification, W-NE-10, Alliance Air Field, War Assets Administration, Federal Buildings Administration, R.G. 121, National Archives and Records Administration, National Archives-Kansas City Branch. All the documents cited throughout are from this source.

<sup>6</sup>Quoted in *Alliance Times and Herald*, June 12, 1942.

<sup>7</sup>*Ibid.*, December 4, 1942.

<sup>8</sup>Quoted in *Ibid.*, July 14, 1942.

<sup>9</sup>*Ibid.*, September 11, 1942.

<sup>10</sup>*Ibid.*, August 24, 1943.

<sup>11</sup>R. W. Laing to Louis C. Sholes, April 12, 1947, Final Disposition.

<sup>12</sup>Photostatic Copy, Map of Alliance Air Force Base, N.D., Acquisition and Classification.

<sup>13</sup>*Alliance Times and Herald*, August 21, 1942; August 28, 1942.

<sup>14</sup>*Ibid.*, March 26, 1943; November 2, 1945.

<sup>15</sup>Alliance Army Airfield Supplemental Information to Airport Disposal Report, n.d.; Acquisition and Classification. Interview with Ralph Havener, former B-29 crew member, June 9, 1984.

<sup>16</sup>*Alliance Times and Herald*, August 10, 1945.

<sup>17</sup>Quoted in *Ibid.*, October 16, 1945.

<sup>18</sup>Quoted in *Ibid.*, November 16, 1945.

<sup>19</sup>*Ibid.*, January 11, 1946.

<sup>20</sup>Real Property Classification, February 12, 1946, Acquisition and Classification.

<sup>21</sup>*Alliance Times and Herald*, October 8, 1946.

<sup>22</sup>Quoted in *Ibid.*, October 11, 1946.

<sup>23</sup>Lease Between City of Alliance, Nebraska, and United States of America, May 23, 1942. Acquisition and Classification.

<sup>24</sup>Herbert S. Daniel to "Rutland," January 14, 1946, Correspondence.

<sup>25</sup>Copy, Agreement, City of Alliance, Nebraska, and United States of America, October 15, 1945, Correspondence.

<sup>26</sup>Clarence H. Hoper to L. C. Sholes, February 28, 1946, Final Disposition.

<sup>27</sup>Photostatic Copy, Declaration of Surplus Real Property, February 12, 1946, Acquisition and Classification.

<sup>28</sup>E. A. Stansfield to "Wade," August 15, 1946, Disposal Data.

<sup>29</sup>Memorandum, Arthur W. Manley to Deputy Regional Director, office of Real Property Disposal, RBS-PD, September 20, 1946, Disposal Data.

<sup>30</sup>Larry C. Nye to Arthur W. Manley, October 18, 1946, Disposal Data.

<sup>31</sup>Arthur W. Manley to Deputy Regional Director, Office of Real Property Disposal, ROM-PD, November 8, 1946, Disposal Data.

<sup>32</sup>Clarence H. Hoper to Real Property Division, Attention Co. L. F. Wykert, December 3, 1946, Final Disposition.

<sup>33</sup>Chester G. Bowers to Thomas E. Drumm, March 5, 1947, Acquisition and Classification.

<sup>34</sup>CAA Airport Disposal Report (Revised), February 3, 1947, Acquisition and Classification.

<sup>35</sup>Memorandum, Truman V. Gross to Edgar H. Rettinger, Preliminary Report, February 20, 1947, Correspondence.

<sup>36</sup>*Alliance Times and Herald*, March 25, 1947.

<sup>37</sup>R. W. Laing to War Assets Administration, Attention Louis C. Sholes, April 12, 1947, Final Disposition.

<sup>38</sup>Gordon T. Burke, Original signed by H. G. Schnobrich, to Thomas E. Drumm, Jr., April 16, 1947, Final Disposition.

<sup>39</sup>*Alliance Times and Herald*, July 11, 1947.

<sup>40</sup>*Ibid.*, July 18, 1947.

<sup>41</sup>*Ibid.*, October 10, 1947.

<sup>42</sup>James HornBostel to Joseph T. Votova, September 12, 1951, Correspondence.

<sup>43</sup>Files, J. B. Liebstadter, Alliance Army Field, W-Nebr.-10, July 13, 1948, Correspondence.

<sup>44</sup>Advertisement, approved February 25, 1948, other legal documents.

<sup>45</sup>Memorandum, "Loomis" to Regional Director, RKC-PAP, May 16, 1947, Final Disposition.

<sup>46</sup>Ernest J. Clark to G. M. Griffith, April 1, 1948, Correspondence.

<sup>47</sup>Alliance Army Airfield Supplemental Information to Airport Disposal Report, Acquisition and Classification.

<sup>48</sup>*Alliance Times and Herald*, September 15, 1944.

<sup>49</sup>*Ibid.*, May 13, 1947.

<sup>50</sup>Substance of telephone call, A. Z. Donato to James L. HornBostel, 10:07 a.m., September 12, 1951, Correspondence.

<sup>51</sup>HornBostel to Votova, September 12, 1951, Correspondence.

<sup>52</sup>Copy of article, *Alliance Daily Times-Herald*, July 26, 1953, Transfer to City of Alliance.