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Moston - file Honduras

The NYT

article is pretty accurate re: Mr.

Rainey and the

Honduran difficulties.

We are negotiating

@ the State Dept,

but the career

bureaucrats are a

continuing problem.

We may need a

small nudge.

Will let you

know about our

Central America

efforts.

Best,

Wayne

BASE IN HONDURAS BRINGS A LAWSUIT

American Landowner Says U.S.
Built Its Training Camp on
Tract Belonging to Him

By BARBARA CROSSETTE

Special to The New York Times

TEGUCIGALPA, Honduras, July 20 — An American landowner in Honduras has filed suit against three United States officials, charging that the Reagan Administration, in its haste to open a base for the training of Salvadoran soldiers in Honduras, seized ranch land belonging to him and is refusing to vacate it despite his demonstrated proof of ownership.

The owner, Temis Ramirez de Arellano, says that a \$13 million, food-producing operation built up over 20 years and supporting several hundred Honduran families is now threatened, and that the United States Embassy in Tegucigalpa has failed to protect the rights of an United States citizen.

Mr. Ramirez is seeking an injunction against the United States Secretary of Defense, Secretary of State and the Chief of Engineers of the Army Corps of Engineers. The case is scheduled to be heard Tuesday in Washington in the Federal District Court for the District of Columbia.

The training of Salvadoran troops at the base, near Puerto Castilla on Honduras's Caribbean coast, began in early July, more than a month after Mr. Ramirez says he told the Americans that they were building their base on private land. American diplomats and military people here say they were assured by the Honduran Army that the land belonged to the Honduran Government.

'This Is Criminal Trespass'

"Technically, they are either my guests or I can put them in jail," he said in an interview in Tegucigalpa today on the eve of his departure for Washington. "This is criminal trespass under Honduran law."

The United States Embassy here will not discuss the matter. Bob Callahan, an embassy spokesman, said "the embassy position is that the matter is under litigation in a Federal court and it would be inappropriate to comment." The Honduran Government also declined to comment on the case.

Lawyers and diplomats close to the case have indicated that the United States Government will argue that Mr. Ramirez must first exhaust all legal means in Honduras, which has first jurisdiction. Mr. Ramirez considers the case a matter between him and the United States because he is a United States citizen and because, he said, "in Castilla the United States people are calling the shots."

The lawsuit charges that the United States has constructed on Mr. Ramirez's property near Puerto Castilla a 1,000-man tent camp, firing range and ammunition storage area. It says that prime cattle grazing land, cleared and improved from its original jungle state by the owner, has been bulldozed; that fences have been destroyed, allowing cattle to roam free; that the water supply to a meat-packing plant has been interrupted and that more than a thousand American and Central American troops have been frightening his employees and cattle with their military

exercises using live ammunition, which is stored within a few hundred meters of ranchworkers' housing.

Mr. Ramirez, the heir to a meat-packing and storing company founded in 1895 in Puerto Rico by one of the island's most prominent families, came to Honduras in 1962, after turmoil in the Dominican Republic, a major source of his beef, led him to look for other sites for cattle production. Over the years Mr. Ramirez, a quiet man of 53, came to spend more and more time in Honduras. He now lives in this country most of the time.

His ranch and meat-processing operations, carved out of wilderness area, have been the site of research studies by Michigan State University. Mr. Ramirez, who is known abroad for

his work in cattle breeding and land development, lectures at Michigan State from time to time. Students from the university come to his ranch for field studies every summer.

Mr. Ramirez, and his lawyers from the Washington firm of Wald, Markrader & Ross, have concluded from their recent investigations in Honduras that the site for the training base was chosen by United States Army officers after Honduran authorities had designated a general area in which they wanted the base to be built. Mr. Ramirez believes that his land was selected because it had been cleared and improved, and the Army was working on a low budget.

Mr. Ramirez's account of his confrontation with Washington — related in the interview and in his declaration to the court — begins on May 22, when he first heard that the United States Defense Department was planning to construct a training base on his land.

He said he learned about the decision by accident, when Raymond F. Burghardt, first secretary of the United States Embassy in Tegucigalpa, was a guest in Mr. Ramirez's home in Puerto Castilla. Mr. Burghardt mentioned the proposed base in conversation.

"I asked him where the base was to be built, and he answered by pointing across the bay in front of my house to a plot of land on the north coast of the country," Mr. Ramirez said. "I immediately realized that Mr. Burghardt was pointing to my land."

Fearful of what was going on without his knowledge, Mr. Ramirez flew to the United States on May 26. There, he said, he learned that the training center was

a joint Pentagon-State Department project under the direct supervision of William P. Clark, President Reagan's national security adviser.

Mr. Ramirez said he was told on June 1 by the United States Ambassador to Honduras, John D. Negroponce, that the base was needed to train Salvadorans "in furtherance of United States policy in Central America." The urgency on the part of the United States to get the base in operation is reflected in private comments from diplomats here.

By June 4, Mr. Ramirez said, he had been persuaded to sign an agreement with Gen. Gustavo Alvarez Martinez, the head of the Honduran armed forces, that would allow the Americans to use 1,500-2,000 acres of land with a guaranteed right of compensation.

On June 6, work crews from Litton Industries in California and the company's local subcontractor, the Aguilar Construction Company, began to bulldoze the agreed area. But two days later, Mr. Ramirez says he was told the boundaries of the base would have to be extended to approximately 7,400 acres of his land — or more than half his total property and 90 percent of his year-round grazing land.

Mr. Ramirez, a somewhat reclusive and courtly man who is both bewildered and disillusioned by what is happening to 23 years of his work and investment, said, "Maybe I have been too romantic about my citizenship."

"When you live outside the shores, you more or less condition yourself to defend the United States from the criticisms of foreigners. You always try to protect your country. Then you find your own people are doing you in."

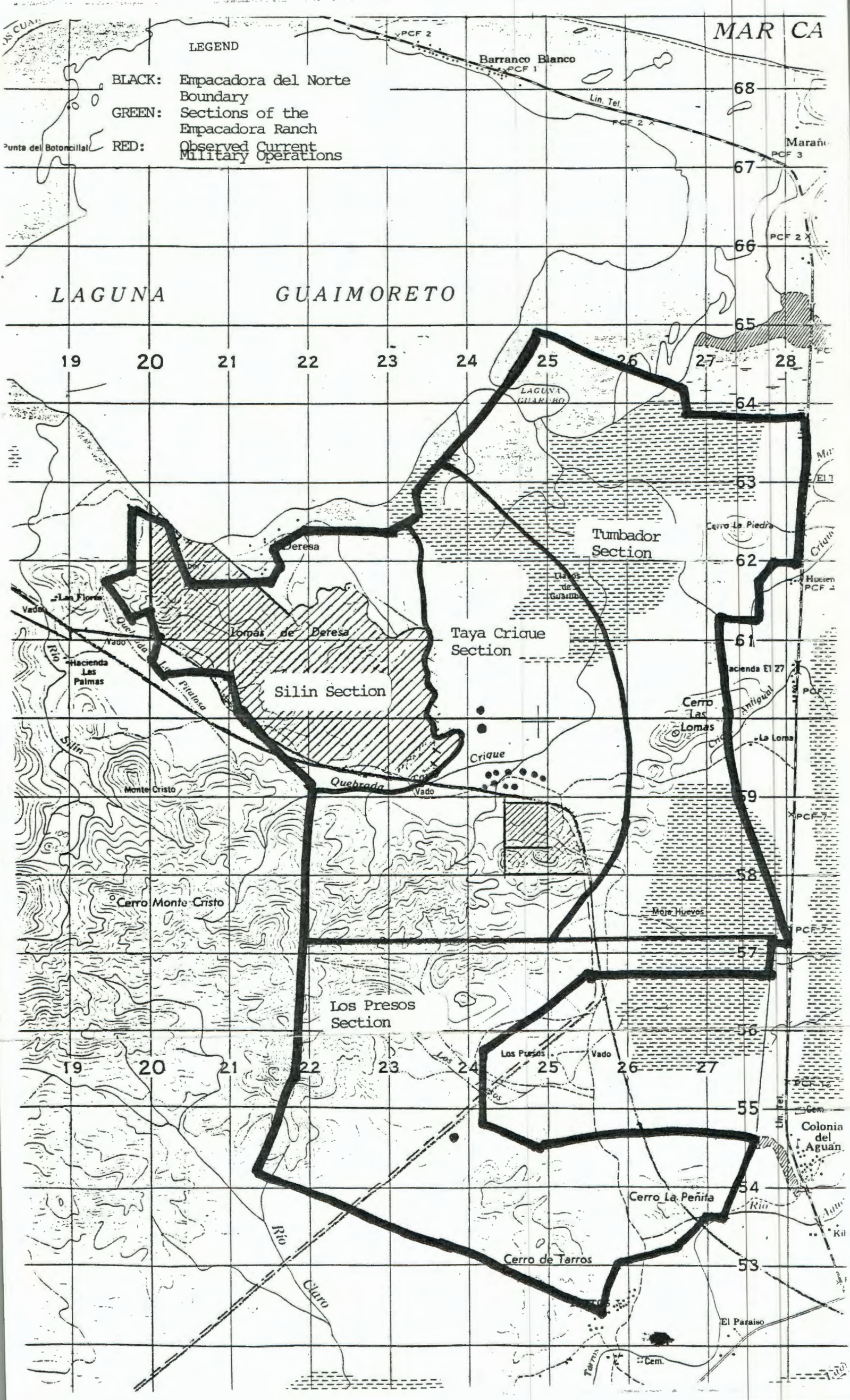


The New York Times/July 25, 1983

Cross points to location of land said to have been seized by U.S.

LEGEND

- BLACK: Empacadora del Norte Boundary
- GREEN: Sections of the Empacadora Ranch
- RED: Observed Current Military Operations



LAGUNA

GUAIMORETO

19 20 21 22 23 24 25 26 27 28

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Beresá

Tumbador Section

Taya Crique Section

Silin Section

Los Presos Section

Cerro La Peña

Cerro de Tarros

Cerro Monte Cristo

Hacienda Las Palmas

Colonia del Aguán

El Paraíso

Barranco Blanco

Lin. Tel.

Marañón

Punta del Botoncillo

PCF 2 X

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PCF 2 X

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TEMISTOCLES RAMIREZ DE ARELLANO
Condominio Mansiones de Garden Hills
Apartment 14a, Torre Norte
Guaynabo, Puerto Rico
(809) 792-5228

T. RAMIREZ & COMPANY, INC.
P.O. Box 4149
San Juan, Puerto Rico 00903
(809) 723-1119

EMPACADORA DEL NORTE, S.A.
P.O. Box 4149
San Juan, Puerto Rico
(809) 723-1119

INVERSIONES CENTROAMERICANAS, S.A.
P.O. Box 938
Tegucigalpa, Honduras
(504) 327561

EMPACADORA DEL NORTE HONDURAS, S.A.
P.O. Box 938
Tegucigalpa, Honduras
(504) 327561

GANADERA DE TRUJILLO, S.A.
P.O. Box 938
Tegucigalpa, Honduras
(504) 327561

EMPACADORA DE CASTILLA, S.A. de C.V.
P.O. Box 938
Tegucigalpa, Honduras
(504) 327561

Plaintiffs,

v.

CASPAR W. WEINBERGER
Secretary, United States
Department of Defense

GEORGE P. SHULTZ
Secretary, United States
Department of State

Civil Action No.

LT. GEN. JOSEPH K. BRATTON)
Chief of Engineers)
United States Army Corps of Engineers)
Defendants.)
_____)

VERIFIED COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF

plaintiffs allege as follows:

1. This is an action for declaratory and injunctive relief against defendants' unauthorized and unconstitutional seizure and destruction of plaintiffs' property to construct and operate, with United States funds and personnel, a military facility in Honduras for training soldiers.

JURISDICTION

2. The Jurisdiction of this Court is based on 28 U.S.C. §§ 1331, 1350 and 1361. Declaratory Judgment is sought pursuant to 28 U.S.C. §§ 2201 and 2202.

VENUE

3. Venue in this judicial district is based on 28 U.S.C. § 1391(e).

PARTIES

4. Temistocles Ramirez de Arellano ("Mr. Ramirez"), is a United States citizen residing in Puerto Rico and Honduras. He is the beneficial owner, general manager, and chief executive officer of the property at issue in this case.

5. The six corporate plaintiffs, two Puerto Rican and four Honduran, are and at all material times have been owned and controlled by Mr. Ramirez. They form a chain of title through which Mr. Ramirez owns the property at issue. The relationship between Mr. Ramirez and the corporations is as follows:

(a) T. Ramirez & Company, Inc. is a Puerto Rican company wholly-owned by Mr. Ramirez. T. Ramirez & Company and Mr. Ramirez together wholly-own Empacadora del Norte, S.A., also a Puerto Rican company.

(b) Empacadora del Norte, S.A. owns the holding company of Inversiones Centroamericanas, S.A., a Honduran Corporation.

(c) Inversiones Centroamericanas, S.A. in turn owns the three other Honduran corporations: Empacadora del Norte Honduras, S.A. is the company through which Mr. Ramirez engages in the business of cattle raising, cattle breeding, meat packing, sea vessel repair, and the sale of sea-vessel supplies, and through which he owns his shrimp-packing facilities. Empacadora de Castilla, S.A. de C.V. is the company through which Mr. Ramirez engages in the business of commercial fishing and shrimp-packing. Ganadera de Trujillo, S.A. is the company through which Mr. Ramirez owns his cattle ranch and employs his ranch workers.

6. Defendant Caspar W. Weinberger, is the duly appointed Secretary of Defense of the United States. This defendant is authorized to act, subject to the direction of the President, in all matters relating to the Department of Defense and the military forces of the United States.

7. Defendant George P. Shultz is the duly appointed Secretary of State of the United States. This defendant is authorized to act, subject to the direction of the President, in all matters respecting foreign affairs, and has responsibility for the conduct of the personnel serving in United States embassies abroad.

8. Defendant Lieutenant General Joseph K. Bratton is the duly appointed Chief Engineer of the United States Army Corps of Engineers.

BACKGROUND OF THE CLAIMS

9. Plaintiffs own and operate a large agricultural-industrial complex in the northern portion of Honduras, in the Department of Colon. The property consists of a 14,000-acre cattle ranch, a meat-packing operation, a shrimp-packing operation, and a fishing fleet. In particular, Mr. Ramirez developed the land on which these businesses are located from raw undeveloped jungle over a 20-year period. Under his supervision, the land was cleared, feed grass was planted, and a large number of improvements were constructed including fences, farm roads, cattle pens, cattle treatment facilities, warehouses and numerous other buildings, water ponds and reservoirs, and housing for approximately 500 families. The value of plaintiffs' total investment in the property has increased from approximately \$700,000 in 1962 to more than \$13,000,000 today.

10. On information and belief, the defendants have caused and permitted United States regular and special military

forces, the United States Army Corps of Engineers, State Department and United States Embassy personnel, and a United States contractor, Litton Industries, Inc., to deprive plaintiffs of their right to enjoy and use their property, by seizing the property and causing thereon to be constructed a Regional Military Training Center, paid for by United States funds, for the purpose of training Salvadoran soldiers.

11. On information and belief, there has not been due process of law undertaken by either the United States or the Honduran Government to lawfully take plaintiffs' property. Defendants initially sought permission from plaintiffs to use some of plaintiffs' cattle ranch land. Plaintiffs gave conditional permission for the use of a small portion of the land, consisting of 1,500-2,000 acres, but no more. Despite plaintiffs' refusal to permit the use of more land, and in violation of the terms of the agreement, defendants have now caused and permitted the greater portion of plaintiffs' land to be taken by their agents, officers and employees. Among other unlawful acts, the defendants have caused, planned, authorized or performed the following:

(a) constructing on plaintiffs' land a military training camp including a 1,000-man tent camp, buildings, ammunition storage facility, and firing range;

(b) bulldozing plaintiffs' prime grazing land and fences;

(c) bringing onto plaintiffs' land more than 100 United States Army Special Forces soldiers and more than 1,000 other soldiers who are living and training on plaintiffs' land;

(d) storing and using on plaintiffs' land ultra-hazardous military weapons and ammunition;

(e) using or staking out for future use three of the four principal sections of plaintiffs' land for military purposes; and

(f) interrupting the flow of water to plaintiffs' meat-packing plant.

12. The effects of the foregoing activities are as follows:

(a) Plaintiffs are imminently threatened with the total destruction of their investment, including the permanent deprivation of the rights, powers, and privileges associated with their ownership interest in the aforementioned property. More than 7,400 acres, comprising more than 50 percent of plaintiffs' total acreage and more than 90 percent of plaintiffs' year around grazing land, have already been rendered unavailable to plaintiffs for use in their cattle ranching business, and further destruction of plaintiffs' property is about to occur;

(b) Plaintiffs' business activities on the property have been seriously disrupted as plaintiffs have had to divert officers and employees from regular duties or to suspend work in response to problems caused by defendants' activities, resulting

in substantial continuing damage to plaintiffs' operations; and

(c) Plaintiffs' employees and their families have been intimidated and frightened by the military activity in and around the areas in which they live and work.

13. Plaintiffs' meat-packing operation will soon become unprofitable and is threatened with failure as a result of the diminished flow of full-weight cattle from plaintiffs' grazing land to its slaughterhouse if the agents, officers and employees of defendants do not withdraw from plaintiffs' land.

14. Defendants' agents, officers and employees have informed plaintiffs that it is only a matter of time before all of plaintiffs' land will be taken over for defendants' use. If that happens, plaintiffs' businesses will be forced to terminate operations and will thereby suffer total financial ruin.

COUNT I

Unconstitutional and Unauthorized Seizure, Destruction and Deprivation of Plaintiffs' Use and Enjoyment of Property

15. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 14 herein.

16. Said actions of defendants and their agents, officers, and employees, in planning, approving, funding, supervising the placement of, and operating the Regional Military Training Center on plaintiffs' land; seizing, using and partially destroying plaintiffs' property to construct and operate the training center without plaintiffs' consent; and depriving plaintiffs of the

use and enjoyment of their property, are beyond defendants' express or implied authority under the laws and treaties of the United States and the United States Constitution.

17. By reason of defendants' continuing seizure and destruction of plaintiffs' property, and the imminent threat that defendants will permanently deprive plaintiffs of the ownership, use and enjoyment of that property, plaintiffs are suffering immediate and irreparable injury for which they have no adequate remedy at law.

COUNT II

Deprivation of Plaintiffs' Use and Enjoyment of Property Without Due Process of Law

18. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 17 herein.

19. Said actions by defendants and their agents, officers and employees, in planning, approving, paying for, constructing, supervising the placement of, and operating the Regional Military Training Center on plaintiffs' land, and by seizing, using, and partially destroying plaintiffs' land to construct and operate the training center without plaintiffs' consent, have deprived plaintiffs of the use and enjoyment of their property without prior notice and hearing, and have thereby deprived plaintiffs of their due process rights under the Fifth Amendment to the United States Constitution.

COUNT III

Seizure and Destruction of Alien (Honduran)
Plaintiffs' Property in Violation of the
Law of Nations

20. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 19 herein.

21. Said actions by defendants and their agents, officers and employees, in planning, approving, paying for, constructing, supervising the placement of, and operating the training center and by seizing, using, and partially destroying property in which the Honduran plaintiffs have an ownership interest, constitute a seizure of alien property in violation of the Law of Nations.

WHEREFORE, plaintiffs pray that the Court:

1. Declare that defendants' actions, including their continuing and threatened conduct, are beyond their express and implied authority under any law or treaty of the United States or the United States Constitution.

2. Declare that defendants may not lawfully deprive plaintiffs of their use and enjoyment of their property without due process of law.

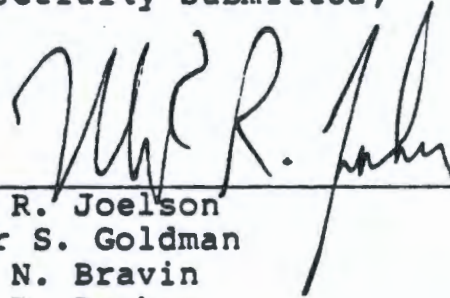
3. Declare that defendants may not seize or destroy the Honduran plaintiffs' property in violation of the Law of Nations.

4. Temporarily restrain and preliminarily enjoin defendants, their agents, officers, and employees, and all other United States persons acting or attempting to act on their behalf

or in concert with them who have actual notice hereof, by service or otherwise, pending entry of a final judgment in this action, and permanently enjoining defendants as part of the final judgment, from seizing, occupying, or destroying plaintiffs' property, or depriving plaintiffs of the use and enjoyment thereof.

5. Grant such other relief as the Court deems just and proper.

Respectfully submitted,



Mark R. Joelson
Greer S. Goldman
Mark N. Bravin
Mary D. Becker
WALD, HARKRADER & ROSS
1300 Nineteenth Street, N.W.
Washington, D.C. 20036
(202) 828-1200

Attorneys for Plaintiffs

Of Counsel:

Don Wallace, Jr.
1300 Nineteenth Street, N.W.
Washington, D.C. 20036

July 13, 1983

VERIFICATION


City of Washington)
) ss:
District of Columbia)

Temistocles Ramirez de Arellano, being duly sworn, deposes and states that he is a United States citizen residing in San Juan, Puerto Rico and Puerto Castilla, Honduras; that he is one of the plaintiffs herein; and that he has read the foregoing complaint and knows the contents thereof and that the same are true of his own knowledge except as to the matters therein stated to be alleged on information and belief, and as to these matters he believes them to be true.



Temistocles Ramirez de Arellano

Subscribed and sworn to
before me this 13 th day
of July, 1983.



Notary Public

My Commission expires: 12-14-83

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TEMISTOCLES RAMIREZ DE
ARELLANO, et al.,

Plaintiffs,

v.

CASPAR W. WEINBERGER,
Secre ary of Defense, et al.,

Defendants.

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) Civil Action No.
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DECLARATION OF MR. TEMISTOCLES RAMIREZ DE ARELLANO

1. My name is Temistocles Ramirez de Arellano. I am the beneficial owner, general manager and chief executive officer of all of the property at issue in the above-captioned case. I am providing this Declaration in support of Plaintiffs' Application For Temporary Restraining Order and Motion for a Preliminary Injunction.

2. I am a United States citizen. I reside in San Juan, Puerto Rico and Puerto Castilla, Honduras. I am a businessman, principally engaged in the operation of a cattle ranch, meat-packing plant, shrimp and fishing fleet, and shrimp-packing plant in and near Puerto Castilla, Honduras. I am a founding member of the Lion's Club of Trujillo, Honduras; and I am a founder of the Association for the Defense of the Free Enterprise

System in San Juan, Puerto Rico. I have been involved in numerous civic and community service activities, including developing a meat distribution program in Puerto Rico in collaboration with the United States Government and the Government of Puerto Rico; organizing the restoration of the Honduran coastline after Hurricane Fifi in 1974; providing food aid to the people of Managua, Nicaragua, after the Nicaraguan earthquake in 1972, for which I received a letter of commendation from the Government of Nicaragua; and financially sponsoring eleven agricultural cooperatives organized under the Honduran National Agrarian Institute. The Directors and Officers of the Agrarian Reform Institute regard my ranch and cattle herd as a model and inspiration for the cattle cooperative movement in Honduras and on at least two occasions the Institute has issued a certificate attesting to the fact that my ranch is fulfilling a valuable social purpose.

3. I conduct my business activities through two Puerto Rican companies (T. Ramirez & Company, Inc. and Empacadora del Norte, S.A.), which in turn own four Honduran companies (Inversiones Centroamericanas, S.A., Ganadera de Trujillo, S.A., Empacadora del Norte Honduras, S.A., and Empacadora de Castilla, S.A. de C.V.). I own and control all of these companies, as follows: I own 100 percent of T. Ramirez & Company, Inc. which owns 75 percent of Empacadora del Norte, S.A. I own directly the remaining 25 percent of Empacadora del Norte. Through Empacadora del Norte, S.A., I own 100 percent of Inversiones Centroamericanas, S.A., and through Inversiones Centroamericanas,

S.A., I own 100 percent of the other three Honduran corporations, Ganadera de Trujillo, S.A., Empacadora del Norte Honduras, S.A., and Empacadora de Castilla, S.A. de C.V. Ganadera de Trujillo, S.A. holds title to my fourteen thousand-acre cattle ranch near Puerto Castilla, Honduras. Empacadora del Norte Honduras, S.A. holds title to and operates my meat-packing plant in Puerto Castilla, Honduras; it also owns six thousand head of cattle including breeding stock and bulls, a machine shop for the repair of sea vessels, an outlet for the sale of shipping supplies, cattle breeding and feeding facilities; and a shrimp-packing plant. Empacadora de Castilla, S.A. de C.V. operates my shrimp-packing facility and holds title to and operates my seven shrimp boats and ten scale-fish vessels. In recent years, these three companies have collectively employed between 250 and 500 Honduran nationals, making me the single largest employer in the Honduran Department of Colon. My employees and their families, a total of more than 1,500 people, are wholly dependent for their livelihood upon the wages they receive from my companies.

4. More than 20 years ago, I obtained my land from the Honduran National Agrarian Institute under a 25-year lease with purchase option. In 1972, I transferred the lease to one of my directors, Mr. Fausto Fortin Ynestroza. He exercised the option to purchase and three years later, on January 13, 1975, Fortin sold the land to one of my companies, Ganadera de Trujillo, S.A. When I first came to work the land in 1962, it

consisted of raw, undeveloped jungle. Over the past 20 years, I have supervised the clearing of this land, planting feed grass, constructing fences, farmroads, cattle pens, cattle treatment facilities, warehouses and numerous other buildings, water ponds and reservoirs, and housing for my employees and their families, thereby turning the raw jungle into a valuable and profitable agro-industrial complex. In 1965, I inaugurated the operation of my meat-packing plant and beef-fattening operation and purchased my first shrimp boat. Over the years, my operation has greatly expanded, and my initial total investment in the property has increased from approximately \$700,000 in 1962 to more than \$13,000,000 today.

5. My ranch consists of 5724.9 hectares (approximately 14,000 acres) near the north coast of Honduras, in the Department of Colon. It is surrounded on the west and southwest by extensive properties owned by the Government of Honduras, and on the northeast, east, and southeast by privately-owned cattle ranches. Most of my land is suitable for cattle farming but would not support other agricultural uses. Roughly 75 percent of the land (the sections called Silin, Taya Crique, and Los Presos) is used for year around cattle grazing and the remaining 25 percent (the section called Tumbador) is available for grazing only four months a year, during the dry season.

6. The land on which my operations is based is irreplaceable. Land to the east, nearer the Nicaraguan border is too arid to support my cattle raising and feeding operation, and

is presently too dangerous because of guerrilla activities. Most of the remaining land in the center of Honduras consists of remote, mountainous jungle that is unsuitable for my type of agro-industrial operation. The lack of easy access to such land and the resulting prohibitively high cost of transportation to and from there would make it economically impossible for me to move my operation to such an area. Land on the south coast is too dry to support a cattle ranch comparable to mine. In fact, the only other land in Honduras suitable for cattle ranching and meat-packing is neighboring property which is privately owned.

7. On May 22, 1983, I first learned that the United States Defense Department planned to construct a Regional Military Training Center on my land in Honduras. On that day, Mr. Raymond F. Burghardt, First Secretary of the U.S. Embassy in Honduras was staying at my home at Puerto Castilla, approximately 15 miles from the ranch, and casually mentioned that a training base for Salvadoran soldiers was going to be built in the area. I asked him where the base was to be built and he answered by pointing across the bay in front of my house to a plot of land on the north coast of the country. I immediately realized that Mr. Burghardt was pointing to my land, and I so informed him. In a loud voice, he exclaimed that the Defense Department once again had fouled up by failing to consult with the State Department.

8. The next day, Mr. Burghardt sent a message by radio from my office to the United States Embassy's Military Attache instructing him to stop all further work on the Training Center because the land is owned by a United States citizen.

9. On the morning of May 24, 1983, Mr. E. Crespo from Aguilar Construction Company, a subcontractor to the United States Army Corps of Engineers, came to my office while Mr. Burghardt and I were there. Mr. Crespo informed us that a Col. Morgan and a Major Lemar from the United States Army, together with various Honduran Army officers, had taken him to an area of my property known as Taya Crique Farm on May 5 and 6, 1983. That visit was without my prior knowledge or consent.

10. Later on May 24, 1983, Mr. Burghardt and I walked through the area identified by Mr. Burghardt as the site for the Training Center. We stopped briefly at the Taya Crique Farm and spoke to my resident overseer, Mr. Cesar Reyes. I asked Mr. Reyes whether it was true that American and Honduran military officers had been there on May 5 and 6, 1983 and he stated that they had and that he had seen them.

11. On May 26, 1983, I flew to the United States mainland to make inquiries concerning the Training Center project. I learned that the Training Center is being undertaken jointly by the United States Defense Department and State Department under the direct supervision of the President's National Security Adviser, Judge William Clark.

12. On May 27, 1983, I returned to Honduras where I received an urgent message from Mr. Burghardt to come to the

United States Embassy in Tegucigalpa. I was met at the Embassy by Mr. Burghardt who introduced me to Mr. Alfred Barr, the United States Embassy's Political-Military Attache. Mr. Burghardt and Mr. Barr immediately took me to a meeting at the Honduran Military Headquarters to see Col. Bueso Rosa, the Honduran Army Chief-of-Staff. At the meeting, which lasted approximately five minutes, Mr. Burghardt informed Col. Bueso that the United States Embassy had been misinformed by Honduran authorities, who had previously told the Embassy that the land at issue was owned by the Honduran Government. Mr. Burghardt told Col. Bueso that the land belonged to a United States citizen and could not be simply seized for the use of the project. Col. Bueso told us to return Monday morning with evidence of my ownership of the property.

13. On Monday, May 30, 1983 I returned to Col. Bueso's office with Mr. Burghardt and Mr. Barr of the United States Embassy and Mr. M. Caparroz, a Director of my company, Empacadora del Norte Honduras, S.A. I brought with me a certificate from the Honduran National Agrarian Institute, attesting to the transfer of title in 1972 from the Honduran Government and to the fact that the land was being properly utilized to perform its social function in accordance with the Agrarian Reform law. Col. Bueso expressed his concern for my problem and told me that he had been mistakenly informed that the land belonged to the Honduran Government. Nevertheless, he said, the land was needed so that the United States could build a base. He emphasized the urgent nature of the project. I informed Col. Bueso that while

I support the policies of the United States Government and the Honduran Government with respect to Central America; I have responsibilities to my businesses and to the welfare of my employees and their families that must be respected.

14. On June 1, 1983, I learned from an article in a local Honduran newspaper that on May 31, 1983 the Commanding General of the United States Army Southern Command stationed in Panama had flown to Honduras to inspect my lands in the company of the Commander of the Honduran Armed Forces. That inspection was without my prior knowledge or consent.

15. On two occasions on June 1, 1983, I met with United States Ambassador to Honduras John Demitri Negroponte, who stated that the building of the military base on my property was to train Salvadoran soldiers in furtherance of United States policy in Central America.

16. On June 2, 1983, at the suggestion of Gen. Alvarez, I led a group consisting of Mr. Barr from the United States Embassy, a representative from the Agrarian Institute, two Honduran Army officers, and Mr. Caparroz, to inspect the unauthorized activity on my land. When we arrived at my land, we were greeted by a television crew from ABC. Leaving the television crew behind, we proceeded to an area of 600-800 hectares (1,500-2,000 acres) in the Silin section of my property, on the north side of the road from Trujillo to Corocito that had been selected for the Training Center. We observed the area that had been staked out by the United States Army Corps of Engineers. Although I was deeply

disturbed by the usurpation of my land, I informed Mr. Barr and the others in the group that I would not try to stop the Training Center from being built provided that it was restricted to the designated 1,500-2,000 acres and did not come within 50 meters of my stream (Taya Crique), and provided that I was fairly compensated for the land that had been taken over. I believed that the Training Center, if so restricted, would not severely interfere with the activities of my businesses. However, as explained below, I later learned that the United States military planned to use and is in fact using a much larger area of my land, including part of the Taya Crique and Los Presos sections of my land. This expanded activity is disrupting my cattle ranch and will soon lead to the total destruction of my entire investment in the land and businesses.

17. On June 4, 1983, I called the United States Embassy and spoke with Mr. Barr and Mr. Burghardt about the situation concerning my land. Over the telephone, Mr. Barr read to me suggested terms of a letter, to be signed by Gen. Alvarez and countersigned by myself, acknowledging the 1,500-2,000 acres limit to the land taken for the Training Center and guaranteeing my right to compensation for the land under the Honduran law of Forced Expropriation. Later in the afternoon, Gen. Alvarez signed the letter and I countersigned it.

18. After the letter was signed, I called Mr. Barr, who asked me to bring a copy immediately to the United States

Embassy, which I did. At the Embassy, I met with Mr. Barr; the Embassy's Deputy Chief of Mission, Mr. Lowman; the Embassy's Military Attache, Lt. Col. Padron and two other Embassy officials. The United States Embassy officials stated that they were embarrassed by the fact that the land selected by United States military officers for use by the Training Center was owned by a United States citizen. They advised me that the agreement was not legally valid but emphasized that nonetheless that the arrival of the United States Army instructors and construction crew was imminent.

19. On June 6, 1983, under the supervision of the United States Army Corps of Engineers, work crews from Litton Industries and Litton's subcontractor, Aguilar Construction Company, started bulldozing the Silin section of my ranch.

20. On June 12, 1983, Engineer Rafael Elvir of the Honduran Army informed me that a Major Robert Brian Ottesen from the United States Army Corps of Engineers and a Capt. Martinez from the United States Army Special Forces had been working on my property since May 28, 1983. He informed me that Ottesen and Martinez wished to extend the boundary of the Training Center to within five or ten meters of Taya Crique. Later that day, Capt. Martinez came to my office and stated in person his desire to extend the boundary of the Training Center. We made an appointment for the following day to inspect the precise area to which he was referring. Still later that day, I learned that work

crews were bulldozing near Taya Crique, outside the designated 1,500-2,000 acre area.

21. On June 13, 1983, a group consisting of Eng. Elvir, Capt. Martinez, Maj. Ottesen and two other United States Army officers from the Southern Command in Panama met with me in my office. One of the officers from the Southern Command informed me that he had been on my land in March and April 1983 with a group of United States Army officers from the Southern Command for the purpose of determining the suitability of the site for the Training Center. I had no prior knowledge that the United States Army had been on my land in March and April, 1983, and those inspections were obviously conducted without my consent.

22. Between meetings in my office on June 13, I accompanied the four United States Army officers and Eng. Elvir on an inspection of my land. Maj. Ottesen and Capt. Martinez pointed out to me additional portions of my land near Taya Crique they intended to use for the Training Center, and I objected because that land was outside the designated 1,500-2,000 acre area. Maj. Ottesen and Capt. Martinez also informed me of their plans to locate an ammunition dump on my land in an area outside the designated 1,500-2,000 acres. I again objected, stating that the location of the ammunition dump on my land in the area they indicated would directly and seriously interfere with the operations of my cattle ranch. I also objected to any further work close to Taya Crique and urged that they meet with Mr. Barr from the United

24. During my meeting on June 14, 1983 with the United States Embassy officials and Lt. Col. Ucles, I was shown the blueprints for the Training Center. The identification box at the bottom of the blueprints showed that they had been prepared by the United States Army Corps of Engineers, Mobile, Alabama Office in May 1983.

25. On June 17, 1983 my Ranch Supervisor, Mr. Bayardo Rios, informed me that "the Americans" had placed stakes in the Taya Crique section, outside the designated 1,500-2,000 acre area. Mr. Rios also informed me that he had told United States Army Special Forces Capt. Martinez to keep the Americans out of the newly-staked area. Rios told me that Martinez made no commitment other than to consult with his superiors.

26. On or about June 21, 1983, United States military personnel and civilian contractors were staking out land in other parts on my property, outside the designated 1,500-2,000 acre area, including the sections called Tumbador and Los Presos. I was informed of this by my wife in a written report she prepared on June 21, 1983, which I received from her on July 1, 1983.

27. On June 22, 1983, my wife informed me by telephone from Honduras, which was confirmed in a written report I received from her on or about June 30, 1983, that Maj. Ottesen from the United States Army Corps of Engineers and Capt. Martinez from the United States Army Special Forces had come to my office in Puerto Castilla and demanded that she show them my blueprints and maps of my land and facilities. That request was not met

because I had taken my blueprints and maps with me to Washington, D.C. on June 19, 1983.

28. On July 4, 1983, my wife informed me by telephone from Honduras, and which was confirmed in a written report I received from her on or about July 5, 1983, that Maj. Ottesen and a Mr. Ochoa of the United States Army Corps of Engineers told her that they wanted 50 truckloads of Taya Crique river stones from outside the designated 1,500-2,000 acre area.

29. On July 9, 1983, my wife informed me by telephone from Honduras which was confirmed in a written report I received from her on July 11, 1983, that the United States Army Corps of Engineers is constructing a firing range in the Los Presos section of my land outside the designated 1,500-2,000 acre area. A photograph of this construction, taken by my wife on or about July 8, 1983, is included in Exhibit 1 to this Declaration.

30. On July 11, 1983, my wife informed me by telephone from Honduras that she had met several United States military personnel that day as they were leaving one of my cattle-grazing areas of Taya Crique. The military officers, who were standing near bulldozers, told my wife that they intended to begin using the bulldozers to break fences and make roads on my property as soon as some necessary parts were obtained. I had not, and have not given any authorization for such actions.

31. The construction and operation of the Training Center is causing substantial and repeated interruptions to the business activities of my companies. At present, there is a 1,000-man tent camp housing Salvadoran soldiers on the Silin

section of my ranch. I was using that land for cattle fattening and therefore have had to move approximately 1,200 head of cattle to other sections of my property. In addition, an ammunition dump has been constructed by the United States Army Corps of Engineers in the Taya Crique section of my property, outside the designated 1,500-2,000 acre area. I have 2,000 head of cattle there, but I cannot move them elsewhere because there is no other place on my land where they can graze during the current dry season. Further, the Taya Crique and Los Presos portions of my property staked out by the United States Army Corps of Engineers now contain building materials, as reported to me by my wife and shown in the photograph included as Exhibit 2 and as reported to me by Dr. Robert Jack Deans, based on his inspection of the property and his photograph, which are described in his Declaration of July 8, 1983, offered in support of the Application for a Temporary Restraining Order and Motion for a Preliminary Injunction. These developments demonstrate that the United States Army Corps of Engineers is preparing to build structures on those portions of my property, as well. In all, approximately 7,400 acres of my land has thus far been taken over by the United States military. This is more than 50 percent of the total area of my land, and nearly 90 percent of my year around grazing land. Attached to this Declaration is a map of my ranch (Exhibit 2 hereto) showing the four main sections of the property. The transparent overlay shows the portions of my property that are being used for the military base, including: (1) the 1,500-2,000 acre designated area; (2) the

... .. section for the firing range discussed at paragraph 29 above; (3) the areas of Taya Crique and a portion of Tumbador that have been designated for a mortar range, as discussed in paragraph 23 above.

32. The presence of the United States military on my land is directly interfering with my operations. For example, on two occasions, including July 6, 1983, the United States Army Special Forces opened the valves to the main water lines serving my property and have taken large quantities of water for their own use, lowering the water pressure in my lines. They have done this without my prior knowledge or consent. That action has caused my meat-packing plant to remain idle for two days because it cannot function without adequate water pressure. Moreover, United States Army Special Forces soldiers going to the ammunition dump located in the southern portion of my property are failing to close the gate to the fenced area surrounding my cattle. My cattle have been left to roam out to the main road where they run the risk of being hit by a car or truck and my ranch hands have had to stop their work and go out to round up the cattle. These incidents have consequently caused disruptions at my slaughterhouse and meat-packing facility, which depend upon a steady flow of cattle.

33. Large numbers of armed soldiers and trainees roaming around my ranch and the area of my meat-packing plant has frightened and intimidated my family and employees. Moreover, recent accounts in the local Honduran press have erroneously asserted that I am sponsoring the Training Center, which

makes me and my family potential targets for retaliation by anti-American groups. Exhibit 3 to this Declaration is an excerpt from an article in the June 13, 1983 edition of El Herald, a Honduran newspaper, picturing Mr. Ramirez' offices at Puerto Castilla and describing them as the "logistical center from which construction [of the Training Center] is directed."

34. The takeover of my land has already put my future business projects in jeopardy. I must make imminent business decisions depending on whether my land will be immediately returned to me. I cannot go forward with the purchase of additional animals for my cattle fattening operation without some binding assurance that my entire property will not be taken over by the United States Military. At my invitation, a technical assistance team from Michigan State University has been on my property, assisting me to computerize the business operations of my cattle ranch. As part of the project, I recently purchased computers which are currently in Miami. If I bring them to my property, I run the risk of losing them if I am forced to evacuate. I have two pending proposals, one to build a tannery and the other to build a shrimp-farming operation on my property. These projects involve an investment of more than \$2.3 million and I cannot proceed with either of them until I know whether I will recover full possession and use of my land. I also have a pending proposal to the Honduran Ministry of Natural Resources to build a meat scraps and bone meal plant on my property, a \$1 million investment, which I am likewise unable to

go forward with at this time because of the uncertainty of the future of my property.

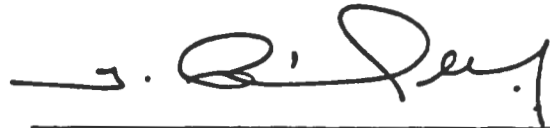
35. If I am forced to close down my operations as a result of the United States military activity on my land, I will incur a number of liabilities. I have borrowed \$4 million from various banks for operating capital at various interest rates averaging out at 15 percent. Those loans are secured not only by property, but by my personal assets as well. My current payments on those loans total \$50,000 per month, which I must continue to pay even if my operations become totally unprofitable. I also stand to lose approximately \$750,000 if I am forced prematurely to slaughter my cattle in order to clear binding assurance that my entire property will not be taken off my land. In addition, if I am forced to terminate my employees, I will be obligated to make severance payments totalling \$150-200,000. I also stand to lose up to \$750,000 for losses in non-salable inventory (e.g., printed boxes, printed packaging material, etc.) and accounts receivable that are currently collected gradually but which would become uncollectable if I was forced to abandon my property in Honduras. In addition, I continue to incur large travel, legal, and communications expenses in my efforts to protect my investments, employees, and family.

36. Because of the above events and the fact that the United States Embassy in Tegucigalpa was not acting on my behalf but rather was promoting the Defense Department's interest

in building the Training Center, I decided to come to Washington to seek legal counsel to resolve the matter. With the assistance of my attorneys, I attempted to convince officials in the Departments of State and Defense to help seek a solution. After unproductive meetings with State Department and White House personnel, we sought a meeting with responsible Defense Department personnel, which was refused. Through my attorneys, I sent a letter to Secretary of Defense Weinberger seeking his assistance but he did not respond. (A copy of that letter is Exhibit 4 to this Declaration.) I am therefore turning to the courts of the United States to protect my constitutional rights as a United States citizen.

37. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 13, 1983 in Washington, D.C.



TEMISTOCLES RAMIREZ DE ARELLANO

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TEMISTOCLES RAMIREZ DE
ARELLANO, et al.,
Plaintiffs,

v.

CASPAR W. WEINBERGER,
Secretary of Defense, et al.,
Defendants.

Civil Action
No. 82-_____

DECLARATION OF DR. ROBERT JACK DEANS

1. I am Dr. Robert Jack Deans, Professor of Animal Science at the Michigan State University, East Lansing, Michigan, specializing in the areas of animal production and meat processing technology. I am providing this declaration in support of Plaintiffs' Application for a Temporary Restraining Order and Motion for a Preliminary Injunction in the above-captioned case.

2. My educational background and work experience are as follows. I received my Bachelor of Science degree in 1949 and Master of Science degree in 1950 from Ohio State University. I received my Ph.D. in animal science from Michigan State University in 1956. Since that time I have been a professor of animal science at Michigan State except for the years 1970 through 1973, when I was on leave to a large private cattle and meat production corporation to develop its international division. I have worked as a consultant for the United States Government on many projects in Latin America, the Caribbean and

Africa. I am the author of numerous articles in my areas of expertise for technical publications.

3. I have known Plaintiff Ramirez since 1954. In that year, the United States Economic Development Administration sent me, as a consultant, to Puerto Rico to develop a meat distribution and retailing program for the island. My assignment was to work with Mr. Ramirez, whom I came to know as a very successful and well-respected private businessman.

4. In 1964, Mr. Ramirez contacted me and I visited him at his ranch in Honduras (sometimes called La Finca de Empacadora). At that time, the ranch was relatively undeveloped. Since that time, I have assisted Mr. Ramirez over the years to develop an overall ranch management plan for optimum land use/management, livestock operation, and inventory control. At no time have I received pay from Mr. Ramirez or Empacadora del Norte for my efforts involving any of its programs. Mr. Ramirez has borne all expenses of my activities on behalf of Empacadora del Norte.

5. In 1968, at Mr. Ramirez's request, I visited the ranch and packing plant to which the cattle are sent, 15 miles away in Puerto Castilla, to provide technical assistance with respect to these operations. I observed the continued development of the land, including the planting of improved grasses over large portions of the ranch that had previously been dense brush.

6. Beginning 1974 through 1978, we initiated a field program for students of Michigan State University in which they

were involved in various activities of the ranch. These involved development of land, soil classification and ecological plant surveys in each of the sections in order to develop a ranch management scheme. I visited three to four times each year to supervise. This program has resulted in my attaining a detailed knowledge of each of the five ranch sections: Tumbador, Los Presos, Taya Crique, Deresa and Silin. Approximately 70 percent of this ranch area has been subjected to range improvement, and there is electricity and a paved road passing through it. This ranch is organized to provide year round feed for cattle by virtue of having a balance of sections which have natural variations in microclimate and water. This promotes optimum land conservation and minimizes the occurrence of erosion and overgrazing. This ranch must retain all its present sections to maintain this desirable balance.

7. The ranch is divided into two major cattle production systems: (1) cow calf-breeding program and (2) regain for purchased immature cattle. The cattle breeding program provides improved breeding bulls for use by Honduran farmers to upgrade the quality of their herds, and is an important community development activity for the Colon area of Honduras. One section, "Tumbador" located in the northeast is used exclusively for this. The regain program involved the purchase of light cattle from farmers to be put on the improved grasses to increase their weight and processing yield. This has a desirable impact on the total meat yield from the national

breeding herd of Honduras and increases its export and foreign currency earnings. The sections called Los Presos, Taya Crique, Deresa and Silin are used for this purpose.

8. In January, 1983, Mr. Ramirez asked Michigan State University to assist him in designing corrals and computerizing his ranch management and meat packing operations. I visited the ranch in March for a short period and returned on June 26, bringing with me two students who remain on the property.

9. On Sunday, June 27, the ranch foreman, the two students, and I rode through the Taya Crique section. I had heard about a new military camp in a portion of Silin, near Taya Crique and wanted to see how Empacadora might shift ranch operations to take account of this. While the loss of this area causes, in my opinion, substantial disruption to ranch operations, I believed that they could be offset by a revised land management plan.

10. From the entrance at Taya Crique, we rode to the gate of the military camp, which is approximately 1,000 feet away, in Silin. The area being used as the camp is shown on the map of the ranch included as Exhibit 1 to this Declaration. The large area marked with diagonal lines represents the land sections taken for the military camp. The camp covers land which had previously been cleared, high quality grazing land. A small creek, which is an important water source for the area, runs near the camp.

11. We traveled through the main section of the camp, where we observed many tents, for eight or ten men each, and wooden buildings in the process of being built, water storage tanks and a large firing range. We observed a few people building at the camp, with whom we did not speak. Leaving the camp, we rode over portions of the Taya Crique section. We observed that parts of Empacadora fences had been ploughed down by heavy trucks or bulldozers. Within a short distance, we found two barrier-like panels, approximately three feet high by four feet wide, and the lumber from which they had been built. The foreman confirmed that these structures were not built by Empacadora workers. Having a camera with me (as is my practice when visiting on trips to the ranch) I took pictures of the fences and panels. These pictures and others taken during that trip are included as Exhibit 2 to this Declaration. Driving further into the Taya Crique section of the ranch, we observed lines of stakes, with coded markings on them, which the foreman said were not put there by Empacadora employees. These are shown on photographs included in Exhibit 2.

12. From Monday, June 27, through Thursday, June 30, I continued my work with the students and foreman, riding over most of the ranch property. During this period, I heard sounds of building and other activity at the camp, observed trucks and other traffic entering and exiting the camp, and from an area near the camp also observed three or four American soldiers with 40 or 50 non-American soldiers at the firing range. I

also observed an ammunition storage area surrounded by barbed wire and patrolled by armed soldiers (shown on Exhibit 1 as the small area covered with diagonal lines).

13. On Friday, July 1, I and one of my students took a routine trip on horseback through the Los Presos section of the ranch. As we entered this section, a military jeep with four, armed, white-skinned soldiers, presumably American, rode quickly by within 20 feet of us and out through the fence gate. We then followed the jeep's tracks into the ranch until we came upon a military truck with soldiers riding in the back. The truck followed the jeep out of the ranch. We followed the truck tracks to a place, in approximately the middle of the Los Presos section, where had been left a large stock of cut lumber, marked as if for use in construction. A picture is included in Exhibit 2. I noted at the time that I had been to this section the day before, when the lumber had not been there. Returning from Los Presos to the Taya Crique section, we observed fifteen or twenty armed soldiers in the Taya Crique section. After seeing us, they left the property.

14. On Saturday, July 2, my students and I returned to the Los Presos section and again observed the lumber. No further activities had taken place.

15. On Sunday, July 3, I left the ranch, leaving behind the two students. I am concerned for their security,

and have advised them not to travel on the ranch unattended by Empacadora employees.

16. In my opinion the military operation has had a very negative effect on the Empacadora ranch. Mr. Ramirez cannot continue to operate the ranch under current conditions.

17. Mr. Ramiriz has had to move cattle from the Deresa and Silin sections, where they would otherwise have been because of the abundance of grazing grass during the dry season of the last several months. From these sections, he has moved them to Taya Crique and parts of Los Presos, which are drier and therefore have limited grazing potential and will support fewer numbers of cattle.

18. Were it not for the military presence in Los Presos, where the lumber was left, he would be moving cattle to that entire section now. Because of the concern about the military cutting fences and leaving gates open, the cattle cannot prudently be sent into that section.

19. As a result of the military operations, Mr. Ramirez has lost the use of Silin and some of Los Presos, sections which he needs for dry season grazing.

20. The direct and immediate effect of the military operation is to reduce the cattle carrying capacity of the Empacadora ranch by at least one half. Moreover, in my opinion, the land management plan for the ranch has been totally disrupted, causing overgrazing of the remaining sections, which

will result in range deterioration if the situation were to continue.

21. In my judgment, as a direct result of the military operation, Mr. Ramirez will have to slaughter cattle before he would otherwise because of the reduced grazing land. For example, whereas the optimum slaughtering weight for his cattle is 750 to 900 pounds, he will now have to slaughter at approximately 500-600 pounds. This will drastically reduce profits.

22. Empacadora's meat packing plant, in Puerto Castilla, will also be adversely affected. To operate that plant, the ranch must provide a steady flow of cattle.

23. In my opinion, the meat packing plant will have to be shut down in the event that insufficient cattle are provided by the ranch. Although the plant is also used for shrimp processing, that part of the business is not sufficient to maintain plant operations on a profitable basis. I am familiar with the plant design, having assisted Mr. Ramirez in developing plans for that plant, and have concluded, based on my expertise in this area, that it would not be economically feasible to continue it without the meat packing operations.

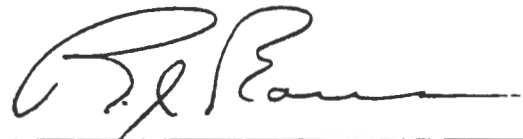
24. In my opinion, there are no alternative areas where Mr. Ramirez can graze his cattle and use the current packing facility. The grazing range must be within close proximity to the packing plant to allow for orderly trucking

schedules of cattle. Other areas near the meat packing plant are either privately owned, or not capable of supporting a grazing system.

25. I have concluded, after careful analysis of the facts, that if Mr. Ramirez does not regain the unobstructed use of the Los Presos section within the next month, he should phase out this ranch and packing operation. If he continues to operate it, the ranch will suffer range deterioration in a short time. His costs, including wages and plant operating expenses, are fixed and cannot be paid for except through the continued cattle operations carried out over the Taya Crique, Los Presos and Tumbador sections of the Empacadora ranch.

26. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 8, 1983
in Washington, D.C.



Dr. Robert Jack Deans

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TEMISTOCLES RAMIREZ DE ARELLANO)
Condominio Mansiones de Garden Hills)
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EMPACADORA DEL NORTE, S.A.)
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EMPACADORA DE CASTILLA, S.A. de C.V.)
P.O. Box 938)
Tegucigalpa, Honduras)
(504) 327561)

Plaintiffs,)

v.)

CASPAR W. WEINBERGER)
Secretary, United States)
Department of Defense)

GEORGE P. SHULTZ)
Secretary, United States)
Department of State)

Civil Action No.

LT. GEN. JOSEPH K. BRATTON)
Chief of Engineers)
United States Army Corps of Engineers)

Defendants.)
)

VERIFIED COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF

Plaintiffs allege as follows:

1. This is an action for declaratory and injunctive relief against defendants' unauthorized and unconstitutional seizure and destruction of plaintiffs' property to construct and operate, with United States funds and personnel, a military facility in Honduras for training soldiers.

JURISDICTION

2. The Jurisdiction of this Court is based on 28 U.S.C. §§ 1331, 1350 and 1361. Declaratory Judgment is sought pursuant to 28 U.S.C. §§ 2201 and 2202.

VENUE

3. Venue in this judicial district is based on 28 U.S.C. § 1391(e).

PARTIES

4. Temistocles Ramirez de Arellano ("Mr. Ramirez"), is a United States citizen residing in Puerto Rico and Honduras. He is the beneficial owner, general manager, and chief executive officer of the property at issue in this case.

5. The six corporate plaintiffs, two Puerto Rican and four Honduran, are and at all material times have been owned and controlled by Mr. Ramirez. They form a chain of title through which Mr. Ramirez owns the property at issue. The relationship between Mr. Ramirez and the corporations is as follows:

(a) T. Ramirez & Company, Inc. is a Puerto Rican company wholly-owned by Mr. Ramirez. T. Ramirez & Company and Mr. Ramirez together wholly-own Empacadora del Norte, S.A., also a Puerto Rican company.

(b) Empacadora del Norte, S.A. owns the holding company of Inversiones Centroamericanas, S.A., a Honduran Corporation.

(c) Inversiones Centroamericanas, S.A. in turn owns the three other Honduran corporations: Empacadora del Norte Honduras, S.A. is the company through which Mr. Ramirez engages in the business of cattle raising, cattle breeding, meat packing, sea vessel repair, and the sale of sea-vessel supplies, and through which he owns his shrimp-packing facilities. Empacadora de Castilla, S.A. de C.V. is the company through which Mr. Ramirez engages in the business of commercial fishing and shrimp-packing. Ganadera de Trujillo, S.A. is the company through which Mr. Ramirez owns his cattle ranch and employs his ranch workers.

6. Defendant Caspar W. Weinberger, is the duly appointed Secretary of Defense of the United States. This defendant is authorized to act, subject to the direction of the President, in all matters relating to the Department of Defense and the military forces of the United States.

7. Defendant George P. Shultz is the duly appointed Secretary of State of the United States. This defendant is authorized to act, subject to the direction of the President, in all matters respecting foreign affairs, and has responsibility for the conduct of the personnel serving in United States embassies abroad.

8. Defendant Lieutenant General Joseph K. Bratton is the duly appointed Chief Engineer of the United States Army Corps of Engineers.

BACKGROUND OF THE CLAIMS

9. Plaintiffs own and operate a large agricultural-industrial complex in the northern portion of Honduras, in the Department of Colon. The property consists of a 14,000-acre cattle ranch, a meat-packing operation, a shrimp-packing operation, and a fishing fleet. In particular, Mr. Ramirez developed the land on which these businesses are located from raw undeveloped jungle over a 20-year period. Under his supervision, the land was cleared, feed grass was planted, and a large number of improvements were constructed including fences, farm roads, cattle pens, cattle treatment facilities, warehouses and numerous other buildings, water ponds and reservoirs, and housing for approximately 500 families. The value of plaintiffs' total investment in the property has increased from approximately \$700,000 in 1962 to more than \$13,000,000 today.

10. On information and belief, the defendants have caused and permitted United States regular and special military

forces, the United States Army Corps of Engineers, State Department and United States Embassy personnel, and a United States contractor, Litton Industries, Inc., to deprive plaintiffs of their right to enjoy and use their property, by seizing the property and causing thereon to be constructed a Regional Military Training Center, paid for by United States funds, for the purpose of training Salvadoran soldiers.

11. On information and belief, there has not been due process of law undertaken by either the United States or the Honduran Government to lawfully take plaintiffs' property. Defendants initially sought permission from plaintiffs to use some of plaintiffs' cattle ranch land. Plaintiffs gave conditional permission for the use of a small portion of the land, consisting of 1,500-2,000 acres, but no more. Despite plaintiffs' refusal to permit the use of more land, and in violation of the terms of the agreement, defendants have now caused and permitted the greater portion of plaintiffs' land to be taken by their agents, officers and employees. Among other unlawful acts, the defendants have caused, planned, authorized or performed the following:

(a) constructing on plaintiffs' land a military training camp including a 1,000-man tent camp, buildings, ammunition storage facility, and firing range;

(b) bulldozing plaintiffs' prime grazing land and fences;

(c) bringing onto plaintiffs' land more than 100 United States Army Special Forces soldiers and more than 1,000 other soldiers who are living and training on plaintiffs' land;

(d) storing and using on plaintiffs' land ultra-hazardous military weapons and ammunition;

(e) using or staking out for future use three of the four principal sections of plaintiffs' land for military purposes; and

(f) interrupting the flow of water to plaintiffs' meat-packing plant.

12. The effects of the foregoing activities are as follows:

(a) Plaintiffs are imminently threatened with the total destruction of their investment, including the permanent deprivation of the rights, powers, and privileges associated with their ownership interest in the aforementioned property. More than 7,400 acres, comprising more than 50 percent of plaintiffs' total acreage and more than 90 percent of plaintiffs' year around grazing land, have already been rendered unavailable to plaintiffs for use in their cattle ranching business, and further destruction of plaintiffs' property is about to occur;

(b) Plaintiffs' business activities on the property have been seriously disrupted as plaintiffs have had to divert officers and employees from regular duties or to suspend work in response to problems caused by defendants' activities, resulting

in substantial continuing damage to plaintiffs' operations; and

(c) Plaintiffs' employees and their families have been intimidated and frightened by the military activity in and around the areas in which they live and work.

13. Plaintiffs' meat-packing operation will soon become unprofitable and is threatened with failure as a result of the diminished flow of full-weight cattle from plaintiffs' grazing land to its slaughterhouse if the agents, officers and employees of defendants do not withdraw from plaintiffs' land.

14. Defendants' agents, officers and employees have informed plaintiffs that it is only a matter of time before all of plaintiffs' land will be taken over for defendants' use. If that happens, plaintiffs' businesses will be forced to terminate operations and will thereby suffer total financial ruin.

COUNT I

Unconstitutional and Unauthorized Seizure, Destruction and Deprivation of Plaintiffs' Use and Enjoyment of Property

15. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 14 herein.

16. Said actions of defendants and their agents, officers, and employees, in planning, approving, funding, supervising the placement of, and operating the Regional Military Training Center on plaintiffs' land; seizing, using and partially destroying plaintiffs' property to construct and operate the training center without plaintiffs' consent; and depriving plaintiffs of the

use and enjoyment of their property, are beyond defendants' express or implied authority under the laws and treaties of the United States and the United States Constitution.

17. By reason of defendants' continuing seizure and destruction of plaintiffs' property, and the imminent threat that defendants will permanently deprive plaintiffs of the ownership, use and enjoyment of that property, plaintiffs are suffering immediate and irreparable injury for which they have no adequate remedy at law.

COUNT II

Deprivation of Plaintiffs' Use and Enjoyment of Property Without Due Process of Law

18. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 17 herein.

19. Said actions by defendants and their agents, officers and employees, in planning, approving, paying for, constructing, supervising the placement of, and operating the Regional Military Training Center on plaintiffs' land, and by seizing, using, and partially destroying plaintiffs' land to construct and operate the training center without plaintiffs' consent, have deprived plaintiffs of the use and enjoyment of their property without prior notice and hearing, and have thereby deprived plaintiffs of their due process rights under the Fifth Amendment to the United States Constitution.

Seizure and Destruction of Alien (Honduran)
Plaintiffs' Property in Violation of the
Law of Nations

20. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 19 herein.

21. Said actions by defendants and their agents, officers and employees, in planning, approving, paying for, constructing, supervising the placement of, and operating the training center and by seizing, using, and partially destroying property in which the Honduran plaintiffs have an ownership interest, constitute a seizure of alien property in violation of the Law of Nations.

WHEREFORE, plaintiffs pray that the Court:

1. Declare that defendants' actions, including their continuing and threatened conduct, are beyond their express and implied authority under any law or treaty of the United States or the United States Constitution.

2. Declare that defendants may not lawfully deprive plaintiffs of their use and enjoyment of their property without due process of law.

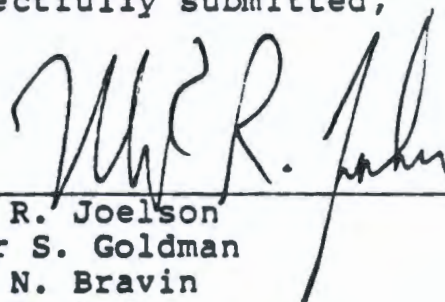
3. Declare that defendants may not seize or destroy the Honduran plaintiffs' property in violation of the Law of Nations.

4. Temporarily restrain and preliminarily enjoin defendants, their agents, officers, and employees, and all other United States persons acting or attempting to act on their behalf

or in concert with them who have actual notice hereof, by service or otherwise, pending entry of a final judgment in this action, and permanently enjoining defendants as part of the final judgment, from seizing, occupying, or destroying plaintiffs' property, or depriving plaintiffs of the use and enjoyment thereof.

5. Grant such other relief as the Court deems just and proper.

Respectfully submitted,



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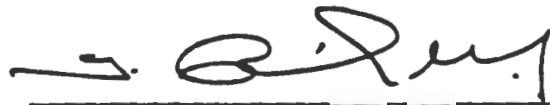
Don Wallace, Jr.
1300 Nineteenth Street, N.W.
Washington, D.C. 20036

July 13, 1983

VERIFICATION


City of Washington)
) ss:
District of Columbia)

Temistocles Ramirez de Arellano, being duly sworn, deposes and states that he is a United States citizen residing in San Juan, Puerto Rico and Puerto Castilla, Honduras; that he is one of the plaintiffs herein; and that he has read the foregoing complaint and knows the contents thereof and that the same are true of his own knowledge except as to the matters therein stated to be alleged on information and belief, and as to these matters he believes them to be true.



Temistocles Ramirez de Arellano

Subscribed and sworn to
before me this 13 th day
of July, 1983.



Notary Public

My Commission expires: 12-14-83

Africa. I am the author of numerous articles in my areas of expertise for technical publications.

3. I have known Plaintiff Ramirez since 1954. In that year, the United States Economic Development Administration sent me, as a consultant, to Puerto Rico to develop a meat distribution and retailing program for the island. My assignment was to work with Mr. Ramirez, whom I came to know as a very successful and well-respected private businessman.

4. In 1964, Mr. Ramirez contacted me and I visited him at his ranch in Honduras (sometimes called La Finca de Empacadora). At that time, the ranch was relatively undeveloped. Since that time, I have assisted Mr. Ramirez over the years to develop an overall ranch management plan for optimum land use/management, livestock operation, and inventory control. At no time have I received pay from Mr. Ramirez or Empacadora del Norte for my efforts involving any of its programs. Mr. Ramirez has borne all expenses of my activities on behalf of Empacadora del Norte.

5. In 1968, at Mr. Ramirez's request, I visited the ranch and packing plant to which the cattle are sent, 15 miles away in Puerto Castilla, to provide technical assistance with respect to these operations. I observed the continued development of the land, including the planting of improved grasses over large portions of the ranch that had previously been dense brush.

6. Beginning 1974 through 1978, we initiated a field program for students of Michigan State University in which they

were involved in various activities of the ranch. These involved development of land, soil classification and ecological plant surveys in each of the sections in order to develop a ranch management scheme. I visited three to four times each year to supervise. This program has resulted in my attaining a detailed knowledge of each of the five ranch sections: Tumbador, Lo Presos, Taya Crique, Deresa and Silin. Approximately 70 percent of this ranch area has been subjected to range improvement, and there is electricity and a paved road passing through it. This ranch is organized to provide year round feed for cattle by virtue of having a balance of sections which have natural variations in microclimate and water. This promotes optimum land conservation and minimizes the occurrence of erosion and overgrazing. This ranch must retain all its present sections to maintain this desirable balance.

7. The ranch is divided into two major cattle production systems: (1) cow calf-breeding program and (2) regain for purchased immature cattle. The cattle breeding program provides improved breeding bulls for use by Honduran farmers to upgrade the quality of their herds, and is an important community development activity for the Colon area of Honduras. One section, "Tumbador" located in the northeast is used exclusively for this. The regain program involved the purchase of light cattle from farmers to be put on the improved grasses to increase their weight and processing yield. This has a desirable impact on the total meat yield from the national

breeding herd of Honduras and increases its export and foreign currency earnings. The sections called Los Presos, Taya Crique, Deresa and Silin are used for this purpose.

8. In January, 1983, Mr. Ramirez asked Michigan State University to assist him in designing corrals and computerizing his ranch management and meat packing operations. I visited the ranch in March for a short period and returned on June 26, bringing with me two students who remain on the property.

9. On Sunday, June 27, the ranch foreman, the two students, and I rode through the Taya Crique section. I had heard about a new military camp in a portion of Silin, near Taya Crique and wanted to see how Empacadora might shift ranch operations to take account of this. While the loss of this area causes, in my opinion, substantial disruption to ranch operations, I believed that they could be offset by a revised land management plan.

10. From the entrance at Taya Crique, we rode to the gate of the military camp, which is approximately 1,000 feet away, in Silin. The area being used as the camp is shown on the map of the ranch included as Exhibit 1 to this Declaration. The large area marked with diagonal lines represents the land sections taken for the military camp. The camp covers land which had previously been cleared, high quality grazing land. A small creek, which is an important water source for the area, runs near the camp.

11. We traveled through the main section of the camp, where we observed many tents, for eight or ten men each, and wooden buildings in the process of being built, water storage tanks and a large firing range. We observed a few people building at the camp, with whom we did not speak. Leaving the camp, we rode over portions of the Taya Crique section. We observed that parts of Empacadora fences had been ploughed down by heavy trucks or bulldozers. Within a short distance, we found two barrier-like panels, approximately three feet high by four feet wide, and the lumber from which they had been built. The foreman confirmed that these structures were not built by Empacadora workers. Having a camera with me (as is my practice when visiting on trips to the ranch) I took pictures of the fences and panels. These pictures and others taken during that trip are included as Exhibit 2 to this Declaration. Driving further into the Taya Crique section of the ranch, we observed lines of stakes, with coded markings on them, which the foreman said were not put there by Empacadora employees. These are shown on photographs included in Exhibit 2.

12. From Monday, June 27, through Thursday, June 30, I continued my work with the students and foreman, riding over most of the ranch property. During this period, I heard sounds of building and other activity at the camp, observed trucks and other traffic entering and exiting the camp, and from an area near the camp also observed three or four American soldiers with 40 or 50 non-American soldiers at the firing range. I

also observed an ammunition storage area surrounded by barbed wire and patrolled by armed soldiers (shown on Exhibit 1 as the small area covered with diagonal lines).

13. On Friday, July 1, I and one of my students took a routine trip on horseback through the Los Presos section of the ranch. As we entered this section, a military jeep with four, armed, white-skinned soldiers, presumably American, rode quickly by within 20 feet of us and out through the fence gate. We then followed the jeep's tracks into the ranch until we came upon a military truck with soldiers riding in the back. The truck followed the jeep out of the ranch. We followed the truck tracks to a place, in approximately the middle of the Los Presos section, where had been left a large stock of cut lumber, marked as if for use in construction. A picture is included in Exhibit 2. I noted at the time that I had been to this section the day before, when the lumber had not been there. Returning from Los Presos to the Taya Crique section, we observed fifteen or twenty armed soldiers in the Taya Crique section. After seeing us, they left the property.

14. On Saturday, July 2, my students and I returned to the Los Presos section and again observed the lumber. No further activities had taken place.

15. On Sunday, July 3, I left the ranch, leaving behind the two students. I am concerned for their security,

and have advised them not to travel on the ranch unattended by Empacadora employees.

16. In my opinion the military operation has had a very negative effect on the Empacadora ranch. Mr. Ramirez cannot continue to operate the ranch under current conditions.

17. Mr. Ramiriz has had to move cattle from the Deresa and Silin sections where they would otherwise have been because of the abundance of grazing grass during the dry season of the last several months. From these sections, he has moved them to Taya Crique and parts of Los Presos, which are drier and therefore have limited grazing potential and will support fewer numbers of cattle.

18. Were it not for the military presence in Los Presos, where the lumber was left, he would be moving cattle to that entire section now. Because of the concern about the military cutting fences and leaving gates open, the cattle cannot prudently be sent into that section.

19. As a result of the military operations, Mr. Ramirez has lost the use of Silin and some of Los Presos, sections which he needs for dry season grazing.

20. The direct and immediate effect of the military operation is to reduce the cattle carrying capacity of the Empacadora ranch by at least one half. Moreover, in my opinion, the land management plan for the ranch has been totally disrupted, causing overgrazing of the remaining sections, which

will result in range deterioration if the situation were to continue.

21. In my judgment, as a direct result of the military operation, Mr. Ramirez will have to slaughter cattle before he would otherwise because of the reduced grazing land. For example, whereas the optimum slaughtering weight for his cattle is 750 to 900 pounds, he will now have to slaughter at approximately 500-600 pounds. This will drastically reduce profits.

22. Empacadora's meat packing plant, in Puerto Castilla, will also be adversely affected. To operate that plant, the ranch must provide a steady flow of cattle.

23. In my opinion, the meat packing plant will have to be shut down in the event that insufficient cattle are provided by the ranch. Although the plant is also used for shrimp processing, that part of the business is not sufficient to maintain plant operations on a profitable basis. I am familiar with the plant design, having assisted Mr. Ramirez in developing plans for that plant, and have concluded, based on my expertise in this area, that it would not be economically feasible to continue it without the meat packing operations.

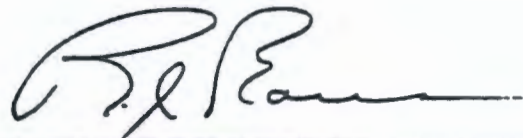
24. In my opinion, there are no alternative areas where Mr. Ramirez can graze his cattle and use the current packing facility. The grazing range must be within close proximity to the packing plant to allow for orderly trucking

schedules of cattle. Other areas near the meat packing plant are either privately owned, or not capable of supporting a grazing system.

25. I have concluded, after careful analysis of the facts, that if Mr. Ramirez does not regain the unobstructed use of the Los Presos section within the next month, he should phase out this ranch and packing operation. If he continues to operate it, the ranch will suffer range deterioration in a short time. His costs, including wages and plant operating expenses, are fixed and cannot be paid for except through the continued cattle operations carried out over the Taya Crique, Los Presos and Tumbador sections of the Empacadora ranch.

26. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 8, 1983
in Washington, D.C.



Dr. Robert Jack Deans