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Memo to Mr. Shirrell

From: Paul Fleming, Don Elberson, and Robert Throckmorton

Subject: Suggestions as to the Establsihment of a Permanent Form of Government at the Tule Lake War Relocation Center.

At a recent conference, we three members of your staff discussed the question of establishing a permanent form of self government at the Tule Lake War Relocation Center, and reached the following conclusions, which we offer for your consideration and for possible presentation at the San Francisco conference:

I. Preliminary Suggestions

A. Need for action.

We recommend that a permenent form of self government be established at this center with the least possible delay. We feel that the morale and attitude of the people in general and their chosen representatives in particular will decline at a rapid pace if the project self government is not soon placed on a permanent basis.

B. Presentation of Self Government regulations.

Both we and the Council realize that the plan for self government must necessarily be issued in the form of regulations promulgated by the Director of the War Relocation Authority. We recommend, however, that the self government regulations be issued in such a way that they will not appear to be imposed forcibly upon the Japanese residents. We suggest that the regulations be presented to the people in a tentative form, and that they not become final until after the residents have had an opportunity to comment on them. We also feel that separate regulations should be issued for each project and that the plan of government should be adapted to the desires of the Japanese residents of each project insofar as this is feasible.

C. Creation of a Position "Supervisor of Civic Organizations"

A request has already been made for the creation of a new staff position at this center entitled "Supervisor of Civic Organizations." We recommend that this office be created as soon as possible, certainly as soon as a permanent form of government is made effective.

II. Suggestions as to the Plan for Project Self Government

A. Legislature

We endorse the present practice of having block representatives chosen by the inhabitants of each block; and of a council composed of all the block representatives. We believe the only limitation as to eligibility for office should be that candidates be at least 21 years of age. We recommend that issei as well as nisei should be permitted to hold office of block representative. We do not believe it is possible under the conditions at the Tule Lake Center that a majority of issei would be elected to the council if they were permitted to run for office. We therefore see no danger of alien control of the council, and we do believe that it would be advantageous to have alien representation among the block representatives.

In addition to the council, we suggest that executive committee should be chosen by the council to represent it when it is not in session. The executive committee should consist of 7 members, one elected from each of the 7 wards, which

consist of 9 block each with the exception of one which has 10 blocks. The ward members of the executive committee should be elected by the block representatives from each ward rather than by the council.

The council should, of course, elect its own officers.

The term of office for council members should be 6 months. There is some difference of ppinion among us as to whether there should be staggered terms or not.

The right of the block representatives to organize advisory committees composed of residen ts of their blocks should be recognized in the regulations. We suggest that the form of these advisory committees be left to the choice of the individual block representative.

The council should be vested with the usual police power, to enact ordinances pertaining to the public health, morals, and safety, that is possessed by any city council. There should be two limitations onthe exercise of this power: (10 the council should not be permitted to take any action that is inconsistent with regulations prescribed by the War Relocation Authority; and (2) the Project Director should have the authority to veto any ordinance passed by the council which he deems to be not in the public interest. The veto power should be exercised only where the ordinance is not in the interest of the Japanese community or of the United States; not where the ordinance is merely unwise or undesirable in the opinion of the Project Director.

With reference to the War Relocation Authority's authority to issue policy statements limiting the council's jurisdiction, we recommend that the council be prohibited from assuming control of the major administrative functions now administered by the project staff. In particular, we do not believe the coun il should control the police department, fire department, school board, farm or manufacturin g enterprises, or the community stores.

We believe there is danger in permitting too great a concentration of power in a single legislative body. There have already been some indications of political connivance by members of the temporary coum cil, and it is partly for this reason that we recommend that the school board and community stores, for example, should be controlled by the Japanese through other representatives than those on the coumcil. We also recommend against permitting the council to comfrim appointments to office, as this might lead to patronage or political favoritism.

The council should have authority to establish such executive departments as it deems desirable, such as a department of streets, or a department of parks, etc. The council should also be given authority as to the nature of the articles that may be sold at the community stores, and it should have control of the wardens, through the Director of Internal Security, to enforce its ordinances.

B. Executive.

We heartily endorse the present block manager system and recommend that it be established on a permanent basis. One manager should be appointed from each block by a committee selected by the Project Director. The committee should be composed mainly of staff members, but might also contain some Japanese members. The block managers should serve for an indefinite term of office, subjedt to removal by the project director. The Block managers should continue to exercise their present functions, which are in part set forth in the block managers' manual. In general, these functions consist of (1) operating as agents for the War Reloca-

tion Authority in administering its functions on the block lelve; (2) acting as agents for the block residents in carying their complaints and requests to the administration; and (3) providing,leadership for, and maintainging the morale of the various blocks.

We also endoree the present system of organization whereby a chairman is selected by the block leaders of each ward, and a chairman is also chosen as an executive officer of the ward chairman.

C. Judicial.

Our conclusions with respect to a permanent judicial system are more tentative than those pertaining to the legislative and executive branches. We recommend that a panel of approximately 20 Japanese be elected by the council for service on the judicial committee. Any person over 21 should be eligible for appointment on the committee, but we recommend that at least one half of the members of the committee be made up of persons who are not block representatives. From the panel of 20, we recommend that 5 be drawn by lot to act as the judicial committee. The c oommittee thus chosen should hear all cases scheduled for hearing at that time, and a new committee should be selected for the next series of cases to arise. The purpose of having a large panel and selection by lot is that of dividing responsibility among several rather than a few, and of making it impossible for the residents to know ahead of time which members will serve on the committee for a particular case. This arrangment will reduce the possibility of having personal pressure brought to bear on members of the committee.

In addition to the judicial committee, the project director should appoint a qualified Japanese to act as Examiner. The questioning of witnesses at the hearing should be conducted primarily by the Examiner, who will not have authority to participate in the judgment. It is believed that having a qualified Examiner will make proceeding more orderly and will result in the exclusion of irrelevant evidence.

The members of the committee, of course, should have the right to question witnesses in order to clear up any misunderstanding they may have or bring out any testimony they deem desirable. The Examiner acts in the aapacity of a personal representative of the Project Director, and his questioning should be fair and impartial. Both the defendant and the public should be permitted to be represented by counsel or any other reprsentative. Counsel, however, should not have the right to question witnesses.

Complaints as to violations of law and order should be made to the Chief of Internal Security, who should investigate them and recommend (1) that the case be dismissed; (2) that it be referred to the judicial committee for dispositiomp or (3) that it be referred to the State or Federal courts. The Chief of Internal Security's recommendation should be forwarded to the Project Attorney for comment, after which it should be referred to the Project Director for final action.

Provisional Advisory Council (Coop)
Aug. 15, 1942 Meeting at Elbersons

Meeting called at Elbersons home. Regular meeting of the Provisional Advisory Council, whose function it is to admise Mr. Smith on the operation of the community stores. Among those present:

Don Elberson
Fumiko Sakamoto
Kenneth Horiuchi, Ward 1, Tacoma business man
Kihei Ikeda, Ward 2, Sacramento farming and business, coop experience.
Y. Hitomi, Ward 3, Sacramento insurance man
S. Kubo, Ward 4, manager owner of semi-coop in Placer.
Tad Tomita, Ward 5, Stockton coop.
C. Taketa, Ward 6, Seattle and Portland marketing coop.
Frank Natsuhara, Ward 7, Auburn farm supply business.
Harno Najima and myself.

Tad Tomita, who had been selected chairman of the Provisional Advisory Board, at the last meeting suggests he'd prefer to resign and let an older man take over. Overruled.

"Mr. Smith is now much more in sympathy with the coop idea than before. He seems sympathetic to our inquiries into his accounts." Tad Tomita.

Tad Tomita: "The Council decided at the last meeting that we should look into the by-laws and rules of incoporation of other coops. Mr. Elberson will present one that he has."

Elberson: "These are the by-laws of a consumer's cooperative organized among a bunch of Oakies in southern California by the Farm Security Board. Much of this is technical and uninteresting, but I shall read it with your permission."

As Elberson read, comments were made by the group on various points. Question arose on the minimum age of members to the coop, and the basis of membership, whether individual or family. Mr. ~~Takeda~~ Ikeda suggested 16 years, instead of the 18 in the by-law being read, since that is the age for workers here. Mr. Hitomi suggested 21 years, to give the membership a more responsible personnel, but Ikeda and ~~Fumi Sakamoto~~ Harno suggested that the educational value would in itself be valuable to the 16 year olds. Left undecided.

Taketa suggested a family basis of membership rather than the individual offered in the sample by-law. Reason, everyone here tends to live as a family unit and to work together as a family. Furthermore, it would simplify bookkeeping to have fewer members. Fumi Sakamoto feels, however, that there may be disagreement among members of a family, and urges the individual basis of membership. Opinion divided, and left undecided.

On the problem of how large group shall hold membership meetings, it was urged that wards be made the basis of meetings since the whole community is too large. Wards are ideal, for they work together nicely, and are not too large to handle even in a messhall.

There was further discussion as to how the meetings might be held quarterly and annually.

Other questions arose about points such as how the director shall be elected, what controls may be placed on them, and how long tenure they may have. As for tenure, it was decided that elections should be staggered, since there are nine wards, divide the year into three parts and have the first election for three representatives to hold office threemonths, three for half a year, and three for one year. Thereafer, all ~~future~~ directors are elected for a term of one year. Questions arose about payment of dividends, but no conclusions were arrived at.

Fumi Sakamoto inquired if the ward councilmen would care to have discussion leaders present at their next ward meeting. Mr. Hitomi: "I don't see that much discussion is necessary. People in my block want a canteen under the cooperative system right away. I talked to them for about half an hour or forty minutes, and they caught on very quickly. The cooperative is the same thing as the Japanese kumiai, so they understand what it's all about." Mr. Taketa: "Yes, the same thing holds in my ward. They passed a resolution asking for a cooperative right away. They say they need it. They listened to me for half an hour and then decided that the coop was the thing they wanted. Even passed a resolution on it."

Question arose as to how to conduct the next meeting, and what to discuss. It was suggested that the chairmen analyse the by-laws to the representatives. At this point Najima interposed, "But the Provisional Advisory Council was chosen strictly for the purpose of advising Mr. Smith. At the meeting when we decided upon the advisory council, we went over that very point very carefully. It was decided that the advisory council should be separated from the cooperative movement." This brought Taketa up in his seat. "What do you mean? You mean I shouldn't talk about the cooperative? If that's the case, I must resign right here. As I understood it, I was elected to look into the canteen situation and see how it would work as a coop. That's what I'm here for tonight. But if I've misunderstood, I have to resign. I've told all my people in the ward that I'm their representative to the coop movement, but if you are right, then I've told the people a lie." There was much confusion in the discussion at this point. Fumi conceded that Jim Sakoda had specifically defined the problem as twofold, at the meeting mentioned above, (a) to promote coop education on the one hand, and (b) to act as advisory group to Mr. Smith. In making his motion, Jim declared that the Council should act only on the second of the two functions. Elberson protested, Ikeda didn't know what to suggest, Najima insisted on his point. It was finally decided, however, that since the advisory council was selected from a coop group, it could hardly do other than speak of the canteens in terms of the coop.

III PREPARATION AND ADOPTION OF THE BY-LAWS

In accordance with the recommendations made by the so-called Advisory council on the proposed By-Laws, further study was conducted by the Co-op representatives with Don Elberson and Fumi Sakamoto. In the midst of a storm of discussions on the construction of a theater, discussion on the By-Laws seemed to have been temporarily abandoned when the first proposed Incorporators' meeting was called on October 5, 1942. Indeed, the theater issue was still the main topic of discussion at the first two Incorporators' meetings. However, it was not very long before the incorporators became aware of the urgency of organizing the long anticipated cooperative to make the people's control over the business effective and actual. After the election of the Incorporators on October 5th, they, under the chairmanship of Don Elberson, undertook discussions such questions as the powers and authority of the Board of Directors, amount of membership fee, liquidation reserve, and method of distribution of accumulated profits.

The people in general were inclined to feel that since the War Relocation Authority program was a temporary one, and since evacuation was involuntary on the part of the evacuees, the Government should assume the responsibility of providing without cost all canteen facilities in a manner similar to that employed in the operation of the Army canteens. Therefore, it was natural for the Incorporators to feel that one dollar would be sufficient as a membership fee. They could not, at that time, visualize difficulties that the Community Enterprises was to encounter later in obtaining merchandise due to a weak capital structure--the inevitable result of small membership fees. These Incorporators' meetings, as well as the earlier meetings of the Board of Directors, were characterized by long, drawn-out sessions extending until midnight and by the

willingness on the part of the Incorporators, as well as the Board of Directors which succeeded the Incorporators, to know more about the business as it was operated under the Temporary Community Enterprises about which little was known. Business policies of the Temporary Community Enterprises had not been revealed except on a very few occasions at the Community Council when Kendall Smith and Sumio Miyamoto had defended the Enterprises against various councilmen's criticisms.

A rampant suspicion among the colonists of the business operation and accounting system established by Smith and Miyamoto demanded their clarification of the business procedure of the Temporary Community Enterprises. Such suspicion reached its climax at the time when the proposed plan to build a theater was revealed and submitted for public discussion. Wild rumors which had always thrived in the colony within the barbed wire fence, again circulated throughout the Center with vicious effect resulting in sentiment against the management of the Temporary Community Enterprises.

Aware of the distrust on the part of the colonists in general, the Co-op leaders felt an urgent need to know more about the Temporary Community Enterprises and to put an end to slanderous rumors and suspicions, which might later obstruct the organization of a Co-op.

On October 19th, the Board of Incorporators decided to request from Smith a profit and loss statement and a balance sheet of the Community Enterprises to study and prepare for the initial setup of the Co-op. In connection with the study of the financial statement, the Incorporators, as well as the Co-op organizing staff, had keenly felt the need of getting acquainted with the staff members of the Community Enterprises so that the Incorporators would become familiar with the business policies of the Temporary Community Enterprises.

Therefore, before Smith's departure for St. Louis to purchase clothing, a special joint meeting between Smith's staff members and the Incorporators was held, and gestures of good will between the two groups were exchanged. In the meanwhile, the profit and loss statement for the period ending September 30, 1942, which was then being prepared by the management, was discussed at the meeting held on October 27. The Incorporators were not quite satisfied with the statement, however, and decided to meet with the General Manager on the following night to review the books. At this meeting a thorough discussion on the statement was held to the satisfaction of the Incorporators who found the books in order. Thus, the first step toward easing the tension between the peoples' representatives and the Temporary Community Enterprises management was achieved.

The next important step in preparing for the realization of the people's control over the business was to acquaint the representatives with the business procedures and policies of the Temporary Community Enterprises, since any drastic or sudden change in policy immediately following the assumption of the business by the cooperative was deemed to be highly impossible and improbable. For this purpose, the Incorporators met with the buyers on November 2nd to discuss the merchandising policies followed by the Community Enterprises, at which time the mark-up and purchasing policies were explained by the various department heads. It was at this meeting that Smith gave warning of a possible difficulty in acquiring fire insurance if the Co-op should include "Blocked Nationals" in its membership. This meeting was highly successful in enlightening representatives with regard to the policies then in practice, and it was decided that the program should be continued. At the following meeting of the Incorporators, held on November 6, Smith was again called upon to make some suggestions with reference

to business operations. Suggestions made by Smith included the consideration of income taxes, licensing, barber and beauty shop workers, study of a banking system, establishment of a check cashing policy, establishment of business and personnel departments, and the need of establishing credit, which he stressed in particular. The suggestions were gradually to be put into effect later by the management of the Cooperative.

At this meeting, also, Miyamoto was appointed by the incorporators as General Manager. The representatives were under pressure not only of the people whom represented, but also of the employees of the Temporary Community Enterprise. The employees were under a constant fire of criticisms by the customers, and they, knowing that the Co-op was to take over the business in the immediate future, feared possible humiliation through discharge by the Cooperative management. Added to that fear was their lack of knowledge of the Cooperatives; the employees were not familiar with cooperative philosophy. As a result, the employees either outwardly or otherwise exerted pressure on the representatives through threats of mass resignation. These were the circumstances, then, which led the representatives to feel that it would be expedient to retain Miyamoto as General Manager of the Cooperative.

While such problems occupied the incorporators, preparations for drafting the By-Laws was being pushed forward by the office staff and the By-Laws Committee, members of which had been elected simultaneously with the incorporators and Committee on Committees at the General Assembly.

The By-Laws Committee, following election of members, undertook to incorporate suggestions made by the Advisory Board and the incorporators in the proposed By-Laws. Sakamoto, representing the office

staff, with the assistance of Elberson and Throckmorton, the Project Attorney, co-ordinated the activities of this committee. When the By-Laws were drafted in presentable form, separate meetings were held on three evenings in succession; on the first evening it was conducted in English for Nisei, and on the second and third evenings, in Japanese for Issei. Discussions were held throughout the first three evenings, and copies of the By-Laws were distributed to everyone attending. Questions on various points were raised by the Nisei and thorough explanations were given by the By-Laws Committee. The meeting for the Nisei progressed smoothly with little or no opposition on the part of the participants and ended with the unanimous approval of the By-Laws. On the other hand, the discussions held in Japanese on the second evening were prolonged due to the insistance of the Issei to discuss the By-Laws thoroughly. The By-Laws were finally given unanimous approval by the Issei representatives after a second day of discussions. Subsequently, an explanation of the main points of the By-Laws, written comprehensively both in Japanese and English, were published and distributed to every member in the colony. After waiting a few days to give the colonists an opportunity to discuss the By-laws at Block meetings, the Representatives asked for and received votes of confidence, from the majority of blocks in the early part of November. The Block representatives, upon receipt of such assurance, met and approved the By-Laws, electing, at the same time, their respective Ward Directors.

By this time the preliminary groundwork had been completed, and the representatives felt that it was high time that the Board of Incorporators be dissolved. The formal dissolution of the Board of Incorporators, the newly elected Board of Directors installed on November 9th, and the Articles of Incorporation were read and the

By-Laws adopted by the Board. However, as the majority of the incorporators were re-elected as directors, the policies and decisions adopted by the Board of Incorporators remained unchanged. Mr. McLaughlin, Assistant Solicitor of the WRA, who had been examining the proposed By-Laws for a few days prior to this meeting, had recommended a few changes, mainly concerned with the terms used in the By-Laws. At the meeting held on November 9, such changes were accepted and the By-Laws corrected accordingly.

Following the warnings voiced by Smith at the previous meeting, the Board of Directors decided that Blocked Nationals should not be eligible for membership. At this meeting Satoru Kuramoto, former manager of a marketing cooperative i n Washington, and Shigeichi Kubo, former manager of a prosperous fruit company and growers' association in California, were elected President and Vice President respectively.

IV PREPARATION FOR THE POLITICAL ORGANIZATION

Due to this forced evacuation, Japanese and American citizens of Japanese ancestry who had been concentrated to create a city of 15,000 people overnight were driven into possession of an uneasy, abnormal "evacuee psychology". They were suspicious of anything that was sponsored or forced by the Government. This was indeed an inescapable consequence of the Government's extension of "empty promises". The condition was aggravated by the fact that the Japanese people in general had never been well acquainted with meeting procedures or parliamentary procedures. This factor was at the outset, conceived to be one of the major obstacles in organizing the cooperative. Added to this factor there was the heterogeneous nature of the evacuees in the colony. Although the people were either Japanese aliens or people of Japanese extraction, these two groups differed greatly from each other in their ways, use of language, and mode of life

itself. It has been noted in the histories of the cooperative movements in Canada and in the Great Lakes State regions of the United States that development in the cooperative organizations has been greatly hampered by the different language difficulties. Similar language differences among the heterogeneous Japanese, together with the lack of experience of Japanese in America in harmonious enterprises, were conceived to be two of the greatest hindrances in the cooperative venture in Tule Lake Relocation Center.

While Fumi Sakamoto was busy planning and coordinating the activities of the By-Laws Committee, Koso Kakemoto was attending nightly meetings of the Committee on Committees, as well as acting as a field man. The first task assigned to Takemoto was the establishment of feasible meeting procedures which would create harmony between Nisei and Issei at cooperative meetings. Takemoto, being a kibei, could speak two languages and was therefore fitted to act in this capacity. Under his leadership, the Committee on Committees, whose task it was to organize committees and to establish procedures, undertook to study various textbooks on cooperative movement immediately after its election at the general assembly. Parliamentary procedures were reduced to the essentials, and the informal discussion circle was added to make a workable meeting procedure for a group which was heterogeneous and inexperienced in formal parliamentary procedures. The procedures planned by the committee were manifolded published and distributed to the representatives at ward assemblies. Following instructions on simplified parliamentary procedures, the committee undertook to devise a workable method of keeping minutes of meetings.

The Co-op was about to take over the business. Yet various committees, which were instruments of the people to control the business were not fully organized. There was an urgency to create com-

mittees to provide some advisory body to the Board of Directors. Therefore, after the meeting procedures were established and its own functions defined, the Committee on Committees studied the organization of the Membership Committee, the Auditing Committee, and the Education Committee upon approval of the Board of Directors. Such committees were soon established through elections of members at ward assemblies. Although the creation of the Employee Relations Committee was urgent because of the pressure from the employees, the Committee on Committees was unable to decide on its organization until some time later. The Membership Committee and the Auditing Committee, however, were created by the middle of November. On the 16th of November, a joint meeting of the Committee on Committees and two new committees was held, at which the functions of the two committees were explained to the members of each. The Board of Directors, until that time, had been discussing minute details relative to the management of the cooperative instead of concerning itself with the major policies of the organization. As a consequence, Board meetings were long and tiresome sessions. The Committee on Committees, therefore, undertook to establish a Management Committee which would act as advisor to the Board in matters concerning the management of the cooperative.

The Employee Relations Committee did not come into existence until the early part of January of the next year, although such a committee was greatly needed and had been discussed at length.

The Committees differed from each other in their organization. The Membership Committee was elected by the ward representatives, one from each ward, but both the Auditing Committee and Management Committee were composed of one person from each ward regardless of whether or not he was a duly elected representative. It was thereby possible to

include specialists in the respective fields in those committees.

With emphasis on competence and liberal mindedness, the Board elected the members of the Education Committee from a list of candidates prepared previously by the Committee on Committees. This committee was elected, finally, in the latter part of November. Thus, the rough preliminary organization of important committees was completed, but the functions of the committees could not be understood very readily by the committee members themselves until they began to function and face different problems. The Committee on Committees, however, was ready to assist all committees in clarifying their positions whenever circumstances so demanded.

Some issues, relative to functions of the committees, arose in connection with managerial problems. Both the Management Committee and the Auditing Committee were the spearheads of suspicion and criticism directed against the Temporary Community Enterprise. These were the committees which had to struggle their way through in order to become familiar with the business policies practiced by the enterprise. Naturally they felt responsible for knowing every detail of the business itself so that they could inform the public of what they had found; indeed, their tasks were very delicate and difficult ones.

The first serious clash between the cooperative organization and the management of the Temporary Community Enterprise occurred in the matter of inventory-taking which was to be done on November 30. It had been decided previously that the cooperative should assume the business on December 1; therefore, inventory-taking at the end of November was deemed to be necessary. Kendall Smith thereupon announced that the management of the Temporary Community Enterprises would take inventory on that day with the Auditing Committee checking such inventory--the committee's authority to be merely a "standby". "The Auditing Committee will supervise the taking of the inventory," stated Kendall Smith,

"but its members will have the privilege of checking inventory because we invited you, but that is all." This statement, which placed the Auditing Committee in a position with no authority to correct or speak in the management's inventory-taking, together with Smith's blunt but diplomatic attitude toward the Auditing Committee, did not help the situation at all. Therefore, Tad Tomita, Chairman of the Auditing Committee asked Smith and the Board to take more time in taking inventory--four days being considered sufficient length of time. "Because one day is not enough to give the impression to the people that a thorough and accurate inventory was taken by the responsible representatives," declared Tomita, "we would not be able to overcome the paramount suspicion that people have of the management of the Temporary Community Enterprise." Smith refused this request but consented to keeping the canteens closed. The Auditing Committee thereupon organized a large group of colonists experienced along the various merchandise lines to check the inventory. The Auditing Committee was composed of competent and experienced accountants including two bankers. They were very critical of the way books were being kept and organization being operated.

The second clash, although not as severe as in the case of the Auditing Committee, came between the Management Committee and Manager. The staff members of the Co-op had foreseen a conflict of interests between the management and the newly formed committees, and it required a great deal of diplomacy on the part of the Co-op office staff members to approach the managerial staff and committees. Nevertheless, complaints which were brewing within the colony found a channel of expression

BY - L A W S

T A B L E O F C O N T E N T S

			Page
Article	I	Name and Location	1
	II	Business	1
	III	Capital and Membership	1
	IV	Disposal of Net Savings	2
	V	General and Miscellaneous Provisions	3
	VI	Ward Membership Meeting	5
	VII	Block Representative	6
	VIII	Ward Representative Assembly	6
	IX	General Assembly	7
	X	Referendum	8
	XI	Directors and Officers	8
	XII	Executive Committees	10
	XIII	Special Provisions	12
		Supplementary By-Laws	12

BY-LAWS OF TULE LAKE COOPERATIVE ENTERPRISES, INC.

(Amended as of August 1943)

(Translated from Japanese)

ARTICLE I. NAME AND LOCATION. The name of this cooperative is Tule Lake Cooperative Enterprises, Inc. Its principal office shall be located in the County of Modoc, State of California.

ARTICLE II. BUSINESS. This Cooperative shall have authority to engage in any enterprise in connection with any one or more of the following purposes:

Section 1. To manufacture, produce, process, market, store, sale, or trade goods and commodities of all kinds;

Section 2. To furnish all kinds of personal, business, educational and recreational services and to establish and conduct a general department store dealing in all kinds of commodities;

Section 3. To equip and operate radio shops, refreshment stores, dry cleaning establishments, laundries, tailor shops, beauty parlors, barber shops, shoe shops, and other facilities for the furnishing of all kinds of personal, business, educational and recreational services.

ARTICLE III. CAPITAL AND MEMBERSHIP.

Section 1. Membership Qualification. All resident of the Tule Lake Relocation Center, 18 years and over, shall be eligible for membership in the Cooperative.

Section 2. Membership Application. Application for membership shall be made to the Cooperative on a form provided for the purpose and shall be accompanied by a fee of one-dollar ($1.00). This application fee shall be designated as the membership capital.

Section 3. Membership Certificate. The Cooperative shall issue a certificate of membership to all those persons who have become members through proper procedure.

Section 4. Limitation on Membership. No member shall hold, directly or indirectly, more than one membership capital in the Cooperative.

Section 5. Membership Roll. The Cooperative shall have a list of the members with their addresses and other pertiment information and it shall be kept by the Executive Secretary.

Section 6. Rights of Members. Any member of the Cooperative who has been a member for at least six (6) weeks may inspect the books of account and the like of the Cooperative at any business hour.

Section 7. Termination of Membership.

A. A member may terminate his membership by notifying the Executive Secretary in writing.

B. A member who terminates his membership preparatory to permanent departure from this center shall receive a refund of his membership capital, the amount of the general reserve fund, as

determined at the end of the last accounting year of the cooperative, the amount of balance brought forward to the next business year, and refund resulting from proportionate allocation of the net savings as determined in a quarterly statement of the financial condition of the Cooperative. When a member terminates his membership in the middle of two quarterly accounting periods, in accordance with the aforementioned apportionment method based upon a financial statement of the next following quarterly accounting period, he shall receive refund from proportionately allocated amount and shall report its forwarding address to the Executive Secretary.

However, when a member leaves this country, he shall receive redemption on outstanding certificates of indebtedness.

Section 8. Transfer of Membership. Membership is neither transferable nor assignable, except;

1. That in the event of a members death, his legal representative shall have the right to dispose of the membership certificate to any person eligible to membership, with the approval of the Cooperative and if the legal representative so desires, the membership certificate shall be redeemed as provided for in Article III, Section 7, paragraph (b) of these By-Laws;

2. That in the event the membership is not disposed of by the legal representative within one year of such death, the Cooperative shall have the right to cancel the membership and transfer the membership capital of the deceased member to the reserve fund.

Section 9. Expulsion of Members. Any person who acts contrary to the best interests of this Cooperative may be expelled by the Cooperative, but such member shall have the right of recourse to the General Assembly for its decision.

Section 10. Limited Liability. No member can be held liable for the debts of the Cooperative except to the extent of his membership capital.

Section 11. Lien on Membership Interest. The Cooperative shall have an absolute lien on the membership capital, and other indebtedness of the Cooperative to the member for any debts owed by such member to the Cooperative.

ARTICLE IV. DISPOSAL OF NET SAVINGS. The Cooperative shall, at the end of each fiscal year, provide for the distribution of net savings in accordance with the following method:

A. General Surplus Reserve. From the net savings the Cooperative shall allocate to the general surplus reserve a sum not less than ten per cent (10%) of such savings until the general surplus reserve is equal to fifty per cent (50%) of paid-up membership capital and thereafter the Cooperative may

continue to set aside ten per cent (10%) of the net savings for the general surplus reserve.

B. Educational Fund. From the remaining net savings, with the approval of the Board of Directors, a sum not less than one per cent (1%) thereof shall be allocated to an educational fund.

C. Patronage Refunds. The remaining net savings may be distributed uniformly to the members of the Cooperative in proportion to the amount of their patronage during the preceding quarterly fiscal period, provided that the patronage refunds may be paid immediately in cash or in certificates of interest or may be placed upon the books of the Cooperative to the credit of the members to be paid at some future date when the method of its payment will be decided.

If departments are established as provided in Section 5 of Article V, patronage refunds shall be make uniformly to members without reference to the departments receiving their patronage. No patronage refunds shall be made for any period in which the Cooperative has an operating deficit or as long as the Cooperative has a capital deficit. A capital deficit exists when the assets minus accrued depreciation and duly established reserves and valued according to approved accounting practices do not equal the sum of the debts and the total amount of the outstanding membership capital. Approval of an accounting practice in good faith by the Board of Directors and approval by a certified public accountant shall be conclusive of its validity.

ARTICLE V GENERAL AND MISCELLANEOUS PROVISIONS.

Section 1. Prices. Goods and services shall be supplied to all residents of this Center at the lowest possible prices consistent with quality, sound business policy and legal requirements.

Section 2. Cash Business. All goods and services shall be sold or furnished only for cash.

Section 3. The books of Account. The books of the Cooperative shall be closed monthly so as to disclose promptly the operating results of each month and the financial condition of the Cooperative at the close of each month. Not later than the twenty fifth of each month, a financial statement of the previous month shall be prepared and published.

In order to maintain sound accounting practice and to meet any contingency from readjustment of commodities and depreciation, the Board of Directors shall have the net savings after provision for reserves, ordinary expenses, and, subject to the provisions of Article IV, A, for patronage refunds, credited to the general surplus reserve. However, when the net savings after provision for reserves and ordinary expenses do not equal to the general surplus reserve, the situation shall be considered as capital deficit.

The Cooperative shall keep books and records to ascertain the amount carried to the general surplus reserve at the end of any fiscal year.

Section 4. Revolving Fund Certificates. The Cooperative shall have the power to secure loans from members by issuing interest-bearing certificates to members. The interest rate shall not exceed five per cent (5%) per annum.

Section 5. Departments. The Cooperative, in its discretion, shall have authority to organize the Cooperative into two or more departments. If the Cooperative is so organized, its books and records shall be so kept as to reflect the financial status of each department and, to that end, necessary expenses shall be charged to each department.

Section 6. Seal. The seal of the Cooperative shall have inscribed thereon; its name, and date of its organization, and the words, "A California Cooperative Corporation", and shall be in the exclusive custody of the Executive Secretary.

Section 7. Record of By-Laws. The original and a true copy of these by-laws shall be recorded and kept in the principal office of the Cooperative.

Section 8. Fiscal Term. The annual fiscal accounting period of this Cooperative shall commence on July 1st, and end on June 30 of the following year. The fiscal year of the Cooperative shall begin on the first days of January, April, July, and October; and closed on the last days of March, June, September, and December, of each year.

Section 9. Amendment of By-Laws. The by-laws of the Cooperative may be altered, amended, rescinded or added to by two-thirds of the votes cast by the members present at a regular meeting or at a special meeting convened for such purpose.

When the by-laws of the cooperative is to be altered, amended, rescinded or added to, such proposed amendment shall be first passed through the Ward Assembly, and then submitted to the entire membership meeting. Notice of such meeting shall be given and it shall set forth the proposed, alteration, amendment, recission or addition.

When the total membership of the Cooperative is less than five-hundred (500), a quorum for the cooperative shall consist of 50 per cent (50%) of the members.

Section 10. Dissolution. This Cooperative may be dissolved at any regular or special meeting upon two-thirds (2/3) vote of the entire membership. A proposal to liquidate the Cooperative and any proposal to amend the provisions of the By-laws relating to liquidation shall be adopted upon a vote of more than 50% of the Representatives who have received a vote of confidence of 50% of the members residing in the center or more than 50% of the members residing in the center.

Upon the filing of such a proposal, the Executive Secretary shall announce the time of the entire membership meeting at least seven days before the meeting, or shall, notify the members of such meeting. Upon dissolution, after the payment of all debts in accordance with the priorities specified by law and the retirement of all outstanding membership certificates at cost, the method disposition of any balance remaining shall be decided by the General Assembly. The resolution of dissolution shall specify the trustee or agency to receive the fund realized upon liquidation and shall specify the trusts

or terms upon which such fund shall be conveyed by the Cooperative.

ARTICLE VI WARD MEMBERSHIP MEETINGS.

Section 1. Place of Meetings. Ward Membership meetings shall be held in each Ward at a place which shall be reported by the Ward Chairman to the Executive Secretary.

Section 2. Participants in Ward Membership Meetings. Every member shall be qualified to vote and participate in the Ward Memberships meeting held in the ward in which he resides.

Section 3. Regular Meetings. Regular Ward Membership meetings shall be held semi-annually on the last Monday of January and July. On the basis of this Article, Section 1, the Ward Chairman shall designate the time and place of the Regular Ward Membership meetings and he shall report the same to the Executive Secretary. The meeting of January shall be designated as the annual meeting. However, when the Regular Ward Membership meetings is to be postponed due to special circumstance of the Board of Directors, a proposal for such postponement shall be presented to the Ward Assembly meeting for its approval.

Ward Membership meetings, regular or special, and the general meeting shall be held simultaneously in all Wards, unless otherwise directed by the Board of Directors. Notice of regular meetings shall be posted in the Cooperative's places of business, in all Block Managers' offices, and in all Mess Halls at least seven (7) days before such meetings are to be held. Such postings shall constitute due notice of meetings.

Through the Board of Directors important agenda of the Ward Membership Meetings shall be posted together with the notice of the meetings.

Proposals of each Ward shall be notified to the general public after passing through the Board of Directors.

Section 4. Special Ward Membership Meetings. Special Ward Membership meetings shall be called by the Executive Secretary pursuant to a request of the Board of Directors or twenty per cent of all Representatives or more than two Wards or upon petition therefor signed by at least ten per cent (10%) of all members residing in a given Ward as shown on the books of the Cooperative.

Section 5. Quorum. At any regular or special Ward Membership meetings, a quorum shall consist of five per cent (5%) of all members residing in a given Ward.

Majority votes of the total cast by the members present shall constitute a decision.

Section 6. Voting Rights. Each member shall be entitled to only one vote upon any single question and never more than one vote. There shall be no proxy voting.

Section 7. Chairman and Secretary. The Ward Chairman and the Secretary shall act as chairman and secretary, respectively, of the Ward Membership meetings.

Section 8. Rights and Limitations of Ward Membership Meetings.

A. The Ward Membership Meeting shall have the right;

To hear the reports of officers and of any committees which are responsible to it;

To discuss and decide all important matters pertaining to the Cooperative; and

To give such notice and advice, and to make such recommendations to their Representatives as may be deemed necessary for the best welfare of the Cooperative.

B. A representative, a committee member, or a director may be removed upon a 2/3 vote of the members of the Cooperative resident in his Ward or upon a vote of more than fifty per cent (50%) of the Representative Assembly. Such a proposal for removal shall be submitted at duly called Ward Membership meetings.

ARTICLE VII BLOCK REPRESENTATIVES.

Section 1. Representative. The Representatives are elected to help administer the affairs of this Cooperative and to protect the rights and interest of the members.

Section 2. Qualifications and Election. These Representatives shall be one Nisei and one Issei elected from each block, two in number. The office shall be open to all members not employees of the Cooperative. There shall be a re-election of one-half of Representatives in January and July of each year.

Depending upon the circumstances of the auditor and the work in general, election may be postponed. The time of the election shall be designated by the Board of Directors.

Section 3. Removal. The recall of a representative may be initiated upon a petition in writing filed by 10% of the members of the Cooperative residing in his block.

At a meeting of all members of the Cooperative in a block, if 2/3 of the votes cast favor recall, the recall shall be operative.

Section 4. Resignation. A Block Representative may resign by handing in his resignation to the Ward Chairman, and his resignation shall become effective upon the election of his successor.

Section 5. Vacancy. If there is a vacancy of Block Representatives, it shall be filled immediately by an election at the Block Co-op members meeting.

ARTICLE VIII WARD REPRESENTATIVE ASSEMBLY

Section 1. These Representatives shall meet on a Ward basis, known as the Ward Representative Assembly. The time and place shall be reported by the Ward Chairman to the Executive Secretary who shall then notify the Block Representatives and the Committee members.

Section 2. Officers. The officers shall be a Ward Chairman and Ward Secretary. They shall be elected by the Representatives.

Section 3. Quorum. Majority of the Representative of a given Ward shall constitute a quorum for the transaction of business.

Section 4. Rights and Limitations of the Ward Representative Assembly.

A. The Ward Representative Assembly has both the right and the responsibility;

To elect two members of the Board of Directors and to remove them from office for cause. There shall be a re-election of one of the two Directors in January and July of each year. When a person elected as a Director is Representative, the vacant office of the representative so elected shall be filled. In electing a person to fill the vacancy, a person so elected as Director shall recommend his successor.

B. The Ward Representative Assembly shall discuss with their Board members and the Committee members all important matters pertaining to the Cooperative.

C. The Ward Representative Assembly shall elect a member to various committees as provided by the By-Laws.

D. A Director or a Committee member may be removed for cause on a majority vote of the representative from a Ward.

Section 5. Disqualification of Representatives, Directors and Committee members. Any representative and any Director and Committee member who was elected by the Ward Representative Assembly, missing two consecutive Ward Representative Assembly meetings, except upon a notice, prior to the scheduled meeting of the Ward Representative Assembly shall be disqualified. The Ward Representative Assembly shall immediately fill the vacancy of the disqualified person. In case of disqualification of the Representative, his block shall be asked to elect his successor.

Section 6. Rights, Limitations, and Responsibility of Directors and Committee members. Directors and Committee members, who were elected by the Ward Representative Assembly, shall give detailed and complete report of the discussion and decision which took place at his respective meetings of the Board and Committee. Directors and Committee members shall have equal rights as Representative in entering upon discussion and decision of the Ward Representative Assembly.

ARTICLE IX GENERAL ASSEMBLY

Section 1. Time and Place of Meeting. The time and place of a General Assembly shall be designated by the Board of Directors and specified in the notice of meeting.

Section 2. Participants in a General Assembly. Representatives shall be qualified to vote and shall have power to decide in the General Assembly.

Section 3. Regular Assemblies shall be held every three months at a time and place to be designated by the Board of Directors.

Assembly to be held in January shall be designated as the annual meeting.

Notice of Regular Assemblies, together with treasurer's report, shall be given in writing to each Representative at least five (5) days before such assemblies are to be held.

Notice of special assemblies shall state the time, place, and purpose of such assemblies and the business to come before the meeting.

No other business shall be considered at such assemblies.

Section 6. Quorum. At regular or special assembly of which due notice has been given, a quorum shall consist of one-third (1/3) of all Representatives. Majority votes of the total cast by the Representatives present shall constitute a decision.

Section 7. Voting Rights. Each Representative shall be entitled to only one vote. There shall be no voting by proxy.

Section 8. Rights and Limitations of the General Assembly.

A. The Assembly, after hearing the responsible reports of officers and the manager of the Cooperative and of any committees, shall pass upon them.

B. The Assembly shall have the rights to determine what amendments shall be made in the By-Laws.

ARTICLE X REFERENDUM. The Executive Secretary shall cause a referendum vote to be taken upon any action or recommendation, proposed in writing by 10% of the members of the Cooperative or when such is deemed necessary by the Board of Directors. Majority of votes cast shall constitute a decision.

ARTICLE XI DIRECTORS AND OFFICERS.

Section 1. Board of Directors. The management of the Cooperative shall be vested in a Board of Directors consisting of fifteen (15) members.

Section 2. Election of Directors. The fifteen Directors shall be elected by the Representatives and there shall be a re-election of one-half of the Directors every six months. There shall be one Issei Director and one Nisei Director from each Ward. To this number, one from the WRA, Tule Lake Center administrative staff, who shall be a Caucasian member of the Cooperative, shall be included. All vancancies on the board shall be filled from the Representatives as provided in these By-Laws.

Section 3. Tenure. The Directors shall serve for terms of one year and until their successors have been elected and have entered upon the discharge of their duties.

Section 4. Removal of a Director.

A. Upon twelve (12) votes of the total cast by members at meeting of the Board of Directors, the Board shall request the Ward for a removal of its Director in question.

B. A Director may be removed from office by the Ward Representative Assembly as provided for in Article VII, Section 9, A and B.

C. Any Director missing two consecutive meetings except upon a notice to the President of the Board, prior to the scheduled meeting shall be deemed to have abandoned his office, and his successor shall be caused to be elected from his Ward.

Section 5. Quorum. At all meetings of the Board of Directors, majority shall constitute a quorum. Two-third (2/3) votes of total cast by the Directors present shall constitute a decision.

Section 6. The Board of Directors shall meet twice or more than twice a month at a time and place fixed by the Directors. The meeting in January shall be known as the annual meeting.

The President shall be able to call special meetings of the Board when the President deems that such shall be necessary or when the five (5) members of the Board request for such, upon twenty-four hours' notice when the business is not urgent.

Section 7. Election of Officers. There shall be a President and a Vice-President on the Board of Directors.

A President and a Vice-President shall be elected by and from the Directors of the Board. A Executive Secretary and a Treasurer shall not be Directors.

Section 8. Duties of Directors. The Board of Directors shall administer all business carried on by the Cooperative, shall administer the Cooperative in any manner not prohibited in the Articles of Incorporation or by these By-Laws.

Section 9. Duties of President and Vice-President.

A. The President shall presides at all meetings of Board of Directors - he shall execute membership certificates, notes, bonds, mortgages, contracts and all other instruments on behalf of the Cooperative; although he shall be able to attend and take the floor at all committee meetings, he shall not participate in its decision; and he shall perform such other duties as may be properly required of him by the Board of Directors.

B. The Vice-President shall have the authority, in the absence or disability of the President, or in the event of his death, resignation, or the like, to perform the duties of the President.

Section 10. Duties of the Executive Secretary.

A. The Executive Secretary shall attend meetings of the Board of Directors, committees of the Board of Directors, Executive Committee, and the like, and shall record all votes and the minutes of all proceedings which shall be kept by him.

B. He shall keep in order records of membership applications and withdrawals and he shall have charge and supervision of the general correspondence, documents and papers of the Cooperative.

C. He shall engage in all such duties as may be prescribed by the Board of Directors.

D. In executing the general affairs the Cooperative, whenever the necessity shall arise, he shall be able to request the Board to employ assistants.

Section 11. Duties of Treasurer.

A. The treasurer shall have custody of the corporate funds and securities and financial and accounting records; shall keep in order records of all receipts and disbursements; and shall have charge of all receipts and disbursements of the Cooperative.

He shall disburse the funds of the Cooperative as may be ordered by the Board of Directors, and taking vouchers for such disbursements, he shall present them to the Board.

B. A monthly statement of all transactions and the financial condition of the Cooperative shall be prepared not later than the twenty-fifth of each month and he shall distribute such to the Board of Directors, all Committees, and the Representatives. The foregoing also applies to the quarterly financial statement.

C. A statement of financial condition at the end of a business year, which is considered to be significant in the work of Treasurer, after being audited, shall be distributed five days before the regular General Assembly and shall receive approval of the General Assembly.

D. The Treasurer shall keep in order at all times books of cash accounts and all records, forms, and the like pertaining to the receipts and disbursements, which belongs to the Cooperative.

Section 12. Disqualification of Officers and Directors. No Director shall accept compensation for service performed for the Cooperative.

No employee of the Cooperative or persons supplying the Cooperative with goods shall hold office as a Director, a Committee member, or a Representatives.

Section 13. Paid Persons. The Board, when it deems that paid persons are necessary to execute the functions of the Cooperative, shall receive approval for such employment from the Employee Relations Committee.

ARTICLE XII EXECUTIVE COMMITTEE.

Section 1. An Executive Committee. An Executive Committee shall be composed of five persons, President, Vice-President, General Manager, Treasurer, and Executive Secretary, all of this Cooperative. The Committee shall discuss problems arising from management; shall recommend them to the Board; and shall execute them after Boards approval. The General Manager shall be in charge of this execution.

The Committee shall receive recommendations from various committees and Ward Representative Assembly and shall deliver them to the committees of the Board of Directors. Urgent matters may be executed, but such shall be required to be reported later to the Board for its approval.

This Committee shall receive and examine the minutes of the meetings of Directors, Representatives, and Committee members, and shall have their copies distributed to each Ward Chairman and Committee Chairman.

Section 2. Committee on Committees. The Committee on Committees, consisting of seven members, shall be elected, one from each Ward, by the Ward Representative Assembly. Its duty shall be to propose and supervise the necessary matters to be followed by other committees shall assume duties in regard to by-laws; but shall not assume any of the functions nor duties of other committees.

Section 3. Membership Committee. The Membership Committee, consisting of seven members, shall be elected, one from each Ward, by the Ward Representative Assembly. This Committee shall endeavor to maintain mutual harmony and well-being of the members; shall promote the enlistment of new members into the Cooperative; and shall disseminate information to the members relative to rights, privileges and duties of membership.

Section 4. Management Committee. The Management Committee, consisting of seven members, shall be elected, one from each Ward, by the Ward Representative Assembly. This Committee shall study the management, merchandising, and the like practices of the Cooperative; shall give counsel to the General Manager; and shall make such other necessary recommendations to the Board of Directors.

Section 5. Auditing Committee.

A. The Auditing Committee, consisting of seven members, shall be elected, one from each Ward, by the Ward Representative Assembly. Its duty shall be to check and examine finance and property of the Cooperative, and, after a public audit, it shall make a report to the regular General Assembly.

B. In regard to the drawing up of the financial statements, the Auditing Commitee shall engage in its auditing.

C. This Committee, in regards to the drawing up of a perfect financial statement, shall employ certified public accountants, and shall be able to handle any work relative to auditing.

D. Upon request of the Treasurer and the Auditing Committee to employ certified public accountants, the Executive Secretary shall take necessary procedures.

Section 6. Employee Relations Committee.

A. This Committee consisting of seven members, shall be elected, one from each Ward, by the Ward Representative Assembly. This Committee, maintaining connection with the Personnel Director, shall, on the basis of regulations, select and distribute the employees.

B. All employees shall be a member of this Cooperative. This Committee, when it recognizes any employee of bad conduct or dishonest act, shall discharge her or him upon consultation with the General Manager and the Personnel Director and shall also have authority to reward diligent employees.

Section 7. Educational Committee. The Educational Committee, consisting of seven members, shall be elected, one from each ward, by the Ward Representative Assembly. This Committee shall endeavor to enlighten the members with knowledge of cooperative. Maintaining connection with the Educational Director, this Committee shall discharge its duties.

ARTICLE XIII SPECIAL PROVISIONS. The WRA Center Administrative Staff Members.

Section 1. Membership. The WRA Center Administrative Staff Members shall have all rights and privileges vested in the membership not prohibited by these by-laws.

Section 2. General Assembly. The Staff members may elect two representatives to attend the General Assembly. Each representative shall be entitled to one vote. Any question not determinable by vote of representatives shall be decided by majority of the votes cast by all members. However, there shall be no voting by proxy.

Section 3. Election of Board. One Director shall be elected from the WRA Tule Lake Center Administrative Staff members of the Cooperative.

Section 4. Committees. After the approval of the Board a member elected by and from the Staff members may attend the meetings of each committee.

SUPPLEMENTARY BY-LAWS

1. All those who wish to become employee of this Cooperative shall submit their personal history record to the Personnel Director and must receive approval of the Employee Relations Committee.

2. All those who consign or supply merchandise to this Co-operative, although he or she may be a member, shall not be an employee.

File 1/632 Stores

BY-LAWS OF TULE LAKE COOPERATIVE ENTERPRISES, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name and Location. The name of this cooperative is Tule Lake Cooperative Enterprises, Inc. Its principal office shall be located in the County of Modoc, State of California.

ARTICLE II

BUSINESS

Section 1. Business. This cooperative shall have authority to engage in the manufacture, production, processing, marketing, storing, handling, sale, or trade of goods and commodities of all kinds and to furnish all kinds of personal business, educational and recreational services; to establish and conduct a general department store dealing in all kinds of commodities; to equip and operate radio shops, refreshment stores, dry cleaning establishments, laundries, tailor shops, beauty parlors, barber shops, shoe shops, and other facilities for the furnishing of all kinds of personal, business, educational and recreational services; and to engage in any activity in connection with any one or more of the foregoing purposes.

ARTICLE III

CAPITAL AND MEMBERSHIP

Section 1. Membership Qualification and Application.

(a) All residents of the Tule Lake Relocation Center, 18 years and over, shall be eligible for membership in the Cooperative.

(b) Application for membership shall be in writing and shall be accompanied by the membership fee of $1.00. Upon approval by the Board of Directors, the applicant shall become a member and shall receive a membership certificate.

Section 2. Membership Certificate. The members shall consist of the incorporators and persons who have acquired a membership interest in the cooperative. A numbered certificate of membership in the following form shall be issues to each member:

CERTIFICATE OF MEMBERSHIP

TULE LAKE COOPERATIVE ENTERPRISES, INC.

Incorporated under the Laws of the State of California

NO. _____

This certifies that_____is a member of Tule Lake Cooperative Enterprises, Inc. This certificate and the membership evidenced thereby are transferable only pursuant to the provisions of the By-Laws of the Cooperative with reference thereto.

This certificate evidences membership in the Cooperative with all the rights and privileges appertaining thereto and subject to the terms, conditions, and limitations of the Articles of Incorporation and of the By-Laws and all amendments thereto.

No member can be held liable for the debts of the Cooperative except to the extent of his membership interest.

IN WITNESS WHEREOF the Cooperative has caused this certificate to be signed by its President and Secretary and its corporate seal to be hereunto affixed this_____day of_____, 1942.

_____
President

(SEAL)

_____
Secretary

Section 3. Limitation on Membership. No member shall hold, directly or indirectly, more than one membership in the cooperative.

Section 4. Membership Roll. A list of the members with their addresses and other pertinent information shall be kept by the Secretary.

Section 5. Rights of Members. Any member of the Cooperative who has been a member for at least six (6) weeks may inspect the records of the cooperative at any reasonable business hour. The records subject to inspection shall include the books of account, stock book, transfer ledger and records of minutes.

Section 6. Termination of Membership.

(a) A member may terminate his membership by notifying the Secretary in writing.

(b) A member who terminates his membership preparatory to permanent departure from this project shall receive a refund of his membership fee and a further cash payment computed by taking the amount of the general reserve fund, as determined by the last general accounting of the cooperative, and adjusting the same to include any subsequent transactions clearly to be credited or to be charged thereto, and by dividing such adjusted amount by the number of the members of the cooperative at the date of receipt by the cooperative of the members' notice of termination; provided, however, that the Board of Directors may, if convenience so dictates, require such cash payment to be computed upon the basis

of the fund and of the membership at the end of the fiscal period covered by the last accounting completed.

(c) When a voluntary withdrawal is not incidental to a permanent departure from this project, there shall be no such refund or redemption as that provided in Paragraph (b) of this section.

Section 7. Transfer of Membership. Membership is neither trasnferable nor assignable, except that in the event of a member's death, his legal representative shall have the right to dispose of the membership interest to any person eligible to membership, with the approval of the Board of Directors; however if the legal representative so desires, the Board of Directors shall redeem his membership interest as provided for in Article III, Section 6, paragraph (b) of these By-Laws. In the event the membership is not disposed of within one year of such death, the Board of Directors shall have the right to cancel the membership and transfer the share capital of the deceased member to the reserve fund.

Section 8. Expulsion of Members. Any person who acts contrary to the best interests of this Society may be expelled by the Board of Directors, but such member shall have the right of recourse to the General Assembly whose decision shall be considered final.

Section 9. Limited Liability. No member can be held liable for the debts of the cooperative except to the extent of his membership interest.

Section 10. Lien on Membership Interest. The cooperative shall have an absolute lien on the membership interest, and other indebtedness of the cooperative to the member for any debts owed by such member to the cooperative.

ARTICLE IV

DISPOSAL OF NET SAVINGS

Section 1. The Board of Directors shall, at the end of each fiscal period, provide for the distribution of net savings in accordance with the following method:

(a) General Surplus Reserve. From the net savings the directors shall allocate to the general surplus reserve a sum not less than ten per cent (10%) of such savings until the general surplus reserve is equal to thirty per cent (30%) of paid-up shares and thereafter the Directors may continue to set aside ten per cent (10%) of the net savings for the general surplus reserve.

(b) Educational Fund. From the remaining net savings, a sum not less than one per cent (1%) thereof shall be allocated to an educational fund. This fund shall be placed at the disposal of the Educational Committee of the cooperative to be used in teaching cooperation. At the end of each fiscal period any sum remaining shall be placed in the General Reserve Fund.

(c) Patronage Refunds. The Boards of Directors may distribute the remaining net savings uniformly to the members of the cooperative in proportion to the amount of their patronage during the preceding fiscal term, provided that the patronage refunds may be paid immediately in cash or in certificates of interest or may be placed upon the books of the cooperative to the credit of the patrons to be paid at some future date at the discretion of the Board of Directors.

If departments are established as provided in Section 5 of Article v, patronage refunds shall be made uniformly to patrons without reference to the departments receiving their patronage. No patronage refunds shall be made for any period in which the Cooperative has an operating deficit or as long as the Cooperative has a capital deficit. A capital deficit exists when the assets minus accrued depreciation and duly established reserves and valued according to approved accounting practices do not equal the sum of the debts and the cost of the outstanding membership certificates. Approval of an accounting practice in good faith by the Board of Directors and approval by a certified public accountant shall be conclusive of its validity.

ARTICLE V

GENERAL AND MISCELLANEOUS PROVISIONS

Section 1. Prices. Goods and services shall be supplied to all residents of this Project at the lowest possible prices consistent with quality, sound business policy and legal requirements.

Section 2. Cash Business. All goods and services shall be sold or furnished only for cash.

Section 3. Reserve Accounts. The books of the cooperative shall be closed quarterly so as to disclose, as promptly as may be, the operating results of each quarter and the financial condition of the Cooperative at the commencement and at the close of each quarter. The Board of Directors may authorize the establishment and maintenance of any depreciation charges and of any special reserves consistent with sound accounting practice. Approval of the Board of Directors in good faith shall conclusively establish the validity of any such charge or reserve approved by a certified public accounting. Net savings after provision for

depreciation, special reserves, and, subject to the provisions of Article IV, Section 1 (a), for patronage dividends, shall be credited to the general surplus reserve. Net losses in excess of the general surplus reserve shall be carried as a capital deficit. The books and records of the cooperative shall be kept in such a manner that the amount carriedto the general surplus reserve accruing from the patronage of each member may be ascertained as promptly as may be at the end of any quarterly accounting period.

Section 4. Revolving Fund Certificates. The Board of Directors shall have the power to secure loans from members by issuing interest-bearing certificates to members. The interest rate shall not exceed 5% per annum.

Section 5. Departments. The Board of Directors, in its discretion, shall have authority to organize the cooperative into two or more departments. If the cooperative is so organized its books and records shall be so kept as to reflect the financial status of each department and, to that end, each department shall bear its own direct costs and overhead charges shall be equitably distributed.

Section 6. Seal. The seal of the cooperative shall have inscribed thereon, its name, and year of its organization, and the words, "A California Cooperative Corporation", and shall be in the exclusive custody of the Secretary.

Section 7. Record of By-Laws. The original and a true copy of these by-laws shall be recorded and kept in the principal office of the cooperative.

Section 8. Fiscal Term. Fiscal terms of the cooperative shall begin on the first days of January, April, July, and October; and closed on the last days of March, June, September, and December, of each year. The annual fiscal accounting period of this cooperative shall commence on July 1st, and end on June 30 of the following year.

Section 9. Amendment of By-Laws. The by-laws of the cooperative may be altered, amended, rescinded or added to by two-thirds of the votes cast by the members present at a regular meeting or at a special meeting convened for such purpose. Notice of the regular or special meeting shall be given at least seven (7) days prior to such meeting and shall set forth fully and clearly the proposed alteration, ammendment, recission or addition.

Section 10. Dissolution.

(a) This Cooperative may be dissolved at any regular or special meeting upon three-fourths (3/4) vote of the entire membership. In the event that the number of members is less than 500, a vote of 50% of the members shall be sufficient for dissolution.

A proposal to liquidate the cooperative and any proposal to amend the provisions of the By-Laws relating to liquidation must be made in writing, signed by 5% of the whole membership and filed with the secretary 20 days before the meeting at which the proposal is to be voted upon. Upon the filing of such a proposal, in due form, the secretary shall mail a ballot to each member in good standing absent from the project, addressed to such member at his last known address. The Secretary shall also see that written notice of the time and place of the aforesaid meeting shall be delivered personally to all members on the project, or sent to each such member by mail or other form of written communication at least seven days before the meeting.

(b) Upon dissolution, after the payment of all debts in accordance with the priorities specified by law and the retirement of all outstanding membership certificates at cost, any balance remaining shall be used to promote the welfare of evacuated persons of Japanese ancestry or of people of Japanese ancestry residing in the United States. The resolution of dissolution shall specify the trustee or agency to receive the fund realized upon liquidation and shall specify the trusts or terms upon which such fund shall be conveyed by the cooperative.

ARTICLE VI

WARD MEMBERSHIP MEETINGS

Section 1. Place of Meetings. Ward membership meetings shall be held in each Ward at a place to be designated by the Board of Directors.

Section 2. Participants in Ward Membership Meetings. Every member in good standing shall be qualified to vote and participate in the Ward Membership Meetings held in the Ward in which he resides, and in no other Ward Membership Meeting.

Section 3. Regular Meetings. Regular Ward Membership Meetings shall be held semi-annually on the last Saturday of January and July of each year at a time and place to be designated by the Board of Directors and specified in the notice of meetings. The meeting of the last Saturday of January shall be designated as the annual meeting.

All Ward Membership Meetings, both regular and special, shall be held simultaneously, unless otherwise directed by the Board of Directors.

Notice of regular meetings shall be posted prominently in the Cooperative's places of business and in all Block Managers' offices at least seven (7) days before such meetings are to be held. Such postings shall constitute due notice of meetings.

Section 4. Special Ward Membership Meetings. Special Ward Membership Meetings shall be called by the Secretary at any time pursuant to action by at least a majority of the Board of Directors or upon petition therefor signed by at least ten per cent (10%) of all members residing in a given Ward as shown on the books of the Coop or twenty-five per cent (25%) of all representatives.

Section 5. Quorum. At any regular or special Ward Membership Meetings of which due notice has been duly given, a quorum shall consist of ten per cent (10%) of all members residing in a given Ward as shown on the books of the Cooperative, provided that if the membership in a ward is less than 40, 25% shall constitute a quorum.

Section 6. Voting Rights. Each member shall be entitled to only one vote upon any single question and never more than one vote.

Section 7. Presiding Officers. The presiding officers for Ward Membership Meetings shall be the Ward Chairman and Secretary.

Section 8. Rights and Limitations of Ward Membership Meetings.

(a) The Ward Membership Meeting shall have the right;

To hear the reports of officers and of any committees which are responsible to it;

To discuss with their Representatives all important matters pertaining to the Cooperative; and

To give such information and advice, and to make such recommendations to their Representatives as may be necessary or appropriate for the best welfare of the Cooperative.

(b) A representative or a director may be removed upon a 3/4 vote of the members of the Cooperative resident in his Ward and present at any duly called regular or special ward meetings.

ARTICLE VII

REPRESENTATIVES

Section 1. Representatives. The Representatives are elected to help administer the affairs of this Society.

Section 2. Qualifications and Election. These Representatives shall be one Nisei and one Issei elected from each block,

two in number. The office shall be open to all members not employees of the Society.

Election of Representatives shall be held in January and July of each year.

Section 3. Removal. The recall of a representative may be initiated upon a petition in writing filed by 10% of the members of the Cooperative residing in his block. The petition shall specify an available place and a reasonable hour for a meeting of all members of the Cooperative in that block. At such a meeting, a quorum shall be 50% of such members. If 3/4 of the votes cast favor recall, the recall shall be operative.

Section 4. Resignation. A Block Representative may resign by handing in his resignation to the Ward Chairman, and his resignation shall become effective upon the elction of his successor.

Section 5. Vacancy. If a vacancy is for a term of less than one month, the Ward Chairman may fill it by a temporary appointment. If the vacancy is for the term of one month or more, it shall be filled by an elction at the next block meeting.

Section 6. Ward Representative Assembly. These Representatives shall meet on a Ward basis, known as the Ward Representative Assembly. The time and place shall be designated by the Ward Chairman.

Section 7. Officers. The officers shall be a Ward Chairman and a Ward Secretary. They shall be elected by and from the Representatives.

Section 8. Quorum. 2/3 of the Representatives of a given Ward shall constitute a quorum for the transaction of business.

Section 9. Rights and Limitations of the Ward Representative Assembly.

(a) The Ward Representative Assembly has both the right and the responsiblility:

To elect two members of the Board of Directors by and from the representatives of the Ward and to remove them from office for cause--the office of the representative so elected as Director shall be declared vacant and his successor shall be elected as provided in these By-Laws;

To act as a nomination committee;

To discuss with their Board members all important matters pertaining to the Cooperative; and

To elect a member to various committees as provided by the By-Laws.

(b) A representative or a director may be removed for cause on a 3/4 vote of the representatives from a ward.

ARTICLE VIII

GENERAL ASSEMBLY

Section 1. Place of Meeting. The time and place of a general assembly shall be designated by the Board of Directors and specified in the notice of meeting.

Section 2. Participants in a General Assembly. Only Representatives shall be qualified to vote and participate in the General Assembly.

Section 3. Regular Assemblies. Regular Assemblies shall be held every three months at a time and place to be designated by the Board of Directors.

The Assembly to be held in January shall be designated as the annual meeting.

Notice of regular assemblies shall be given in writing to each Representative at least five (5) days before such assemblies are to be held.

Section 4. Officers. All meetings shall be presided over by the President of the Board of Directors unless stated otherwise in the Notice of Meeting; secretary likewise.

Section 5. Special Assemblies. The Secretary shall call special assemblies at any time pursuant to action by at least a majority of the Board of Directors or upon petition therefor signed by at least ten per cent (10%) of all members of the Cooperative or twenty-five percent (25%) of all Representatives.

Notice of special assemblies shall be given orally or in writing or by telephone at least eight (8) hours before such assemblies are to be held. Notice of special assemblies shall state the time, place, and purpose of such assemblies and the business to come before the meeting. No other business shall be considered at such assemblies.

Section 6. Quorum. At any regular or special assembly of which due notice has been given, a quorum shall consist of one-third (1/3) of all Representatives.

Section 7. Voting Rights. Each Representative shall be entitled to only one vote, provided each Representative's vote shall be taken as representing the votes of one-half of all the

members residing in his block as shown upon the books of the cooperative, on all questions not covered by ballots submitted to all members. There shall be no voting by proxy.

Section 8. Rights and Limitations of the General Assembly. The Assembly shall have both the right and the responsibility to hear and pass upon the reports of officers and the manager of the Cooperative and of any committees which are responsible to it;

To act as the final arbitrator in any dispute or disagreement which may arise between the Board of Directors and any committees or individual members;

To determine what amendments shall be made in the By-Laws;

And to act in a supervisory capacity to the Board of Directors.

ARTICLE IX

REFERENDUM

The Secretary shall cause a referendum vote to be taken upon any action or recommendation proposed in writing by 10% of the members of the Cooperative.

ARTICLE X

DIRECTORS AND OFFICERS

Section 1. Board of Directors. The management of the Cooperative shall be vested in a Board of Directors consisting of fifteen (15) members.

Section 2. Election of Board. The fifteen Directors shall be elected by and from the Representatives, not exceeding one Issei and one Nisei from each Ward, and one from the WRA, Tule Lake Project administrative staff, who shall be a Caucasian member of the Cooperative. All vacancies on the board shall be filled by and from the Representatives as provided in these By-Laws.

Section 3. Tenure. The Directors shall serve for terms of six (6) months and until their successors have been elected and have entered upon the discharge of their duties.

No Director shall serve more than three (3) consecutive terms.

Section 4. Removal of a Director.

(a) Any Director may be removed from office for cause upon

twelve (12) votes of the total cast by the members at such meeting of the Board of Directors.

(b) A Director may be removed from office by the Ward Representative Assembly as provided for in Article VII, Section 9 (a) and (e).

(c) Any Board member missing two consecutive meetings, except upon the presentation of a written notice to the Board Chairman, prior to the scheduled meeting shall be conclusively deemed to have abandoned his office, and his successor shall be elected as provided in these By-Laws.

Section 5. Quorum. At all meetings of the Board of Directors, ten (10) shall constitute a quorum unless otherwise expressly stated in the By-Laws.

Section 6. Meetings. The Board of Directors shall meet regularly twice a month at a time and place fixed by the Directors. The meeting in January shall be known as the annual meeting.

Special meetings of the Board may be called at any time by the President or any five (5) members thereof, upon twenty-four hours' notice to each member of the Board.

Section 7. Election of Officers. The Board shall semi-annually elect officers of the Cooperative; a President, a Vice-President, both of whom shall be Directors, and a Secretary and a Treasurer, who need not be Directors.

Section 8. Duties of Directors. The Board of Directors shall administer all business carried on by the Cooperative, shall act for the Cooperative in any manner not prohibited by statute, by the Articles of Incorporation, or by these By-Laws and shall perform such other duties as are assigned to them by these By-Laws.

Section 9. Duties of President and Vice-President. The President shall preside at all meetings of Board of Directors; he shall execute membership certificates, notes, bonds, mortgages, contracts and all other instruments on behalf of the Cooperative; he shall be ex-officio a member of all standing committees; and he shall have such powers and perform such other duties as may be properly required of him by the Board of Directors.

The Vice-President shall, in the absence or disability of the President, or in the event of his death, resignation, or removal from office, perform the duties and exercise the powers of the President, and shall have such other powers and perform such other duties as the Board of Directors shall prescribe.

Section 10. Duties of Secretary. The Secretary shall at-

tend all meetings of the Board of Directors, and committees of the Board of Directors, and shall record all votes and the minutes of all proceedings in a book or books to be kept for that purpose, and shall perform like duties for all standing committees when required; he shall receive and transmit to the Board of Directors all applications for membership records; he shall conduct such correspondence as may be delegated to him by the Board of Directors; he shall have general charge and supervision of the narrative records, documents and papers of the Cooperative, except financial and accounting records; he shall make full reports on all meetings and business pertaining to his office to the members; he shall deliver to his successor all records and other property that he may have in his custody; and he shall have such other duties as may be prescribed by the Board of Directors.

Section 11. Duties of Treasurer. The treasurer shall have custody of the corporate funds and securities and financial and accounting records, and shall keep or cause to be kept a full and accurate record of all receipts and disbursements thereof; he shall disburse the funds of the cooperative as may be ordered by the Board of Directors, taking vouchers for such disbursements; he shall render to the Board of Directors at the regular meetings of the Board or whenever they may require it, a monthly statement of all transactions as treasurer and of the financial condition of the Cooperative; he shall prepare and distribute to the members present at each regular meeting of the members a quarterly statement of the financial condition of the Cooperative; and he shall perform such other duties as the Board of Directors shall prescribe; upon election of his successor the Treasurer shall turn over to him all money, books, and other property belonging to the Cooperative that he may have in his possession.

Section 12. Disqualification of Officers and Directors. No Director shall accept compensation for services performed for the Cooperative.

No employee of the Society or persons supplying the Society with goods shall hold office as a Director on any account whatsoever.

Section 13. Paid Staff. The Board, at its discretion, may appoint as many paid staff members as it deems necessary to execute the functions of the Board. However, this is subject to approval by the General Assembly at all times.

ARTICLE XI

COMMITTEES

Section 1. Executive Committees. The Board of Directors shall appoint from its own membership or the members of the Cooperative (a) an Executive Committee, (b) an Employee Relations

Committee, and (c) such other committee as it may deem necessary, which committees shall be subject to the general direction, approval and control of the Board of Directors.

Section 2. Membership Committee. The Committe on Membership, consisting of seven members, shall be elected, one from each ward, by and from the Representatives of his Ward. Its duty shall be to generally supervise, regulate and promote the enlistment of new members into the Cooperative, and to disseminate information to the members relative to rights, privileges and duties of membership.

Section 3. Auditing Committee. The Committee on Audit and Inventory, consisting of seven members, shall be elected, one from each Ward, by the Representatives of his Ward. Its duty shall be to periodically check and examine all records relative to the management and operation of the Cooperative and to report to the General Assembly from time to time, and, with the approval of the General Assembly, to employ certified public accountants from outside this Project, and also to provide such other safeguards as it may deem necessary.

Section 4. Education Committee. The Education Committee, consisting of at least five members, shall be appointed by the Board of Directors. Its duty shall be to work out general public relation policies relative to the Cooperative Enterprises and the Cooperative Movement.

Section 5. Committee on Committees. The Committee on Committees, consisting of seven members, shall be elected, one from each Ward, by and from the Representative of his Ward. Its duty shall be to supervise the necessary procedures to be followed by other committees, but shall not assume any of the functions nor duties of said other committees.

Section 6. Management Committee. The Management Committee, consisting of seven members, shall be elected, one form each Ward, by the Representatives of his Ward. Its duty shall be to study the management practices of the Cooperative; to study the merchandising policies; and to make such recommendations to the Board of Directors.

ARTICLE XII

THE WRA PROJECT ADMINISTRATIVE STAFF MEMBERS

Section 1. Membership. The WRA Project Administrative Staff Members shall have all rights and privileges vested in the membership not prohibited by these by-laws.

Section 2. General Assembly. The Staff members may elect two representatives to attend the General Assembly. Each representative shall be entitled to one vote, provided each repre-

sentative's vote shall be taken as representing the votes of ½ of all the members recruited from the Administrative Staff as shown upon the books of the Cooperative, on all question not covered by ballots submitted to all members. There shall be no voting by proxy.

Section 3. Election of Board. One Director shall be elected from the WRA Tule Lake Project Administrative Staff members of the Cooperative.

Section 4. Committees. The Staff members may elect a member to serve on each standing committee as provided for in the by-laws. In such event, members serving on such committees shall automatically increase by one for each committee.

FINIS

Mr. Perkins

CERTIFICATE OF ARTICLES OF INCORPORATION
APPROVAL OF SHAREHOLDERS BY WRITTEN CONSENT

Know all men by these presents: That we the undersigned, the president and secretary respectively of the Tule Lake Cooperative Enterprises, Inc. do hereby certify as follows:

That the Tule Lake Cooperative Enterprises, Inc. is a corporation duly organized and existing under and by virtue of the laws of the state of California:

That at the regular meeting of the Board of Directors of said Tule Lake Cooperative Enterprises, Inc. duly held on the 21st day of May, 1945 at the hour of 2:00 p.m. at the 718 conference room of said corporation located within the Tule Lake Project, Modoc County, State of California at which meeting the entire board of directors of said corporation was present and a resolution was regularly proposed, voted upon and adopted by the unanimous vote of all of said directors, amending the articles of incorporation of said corporation; that the following is a full, true and correct copy of the resolution of said Board of Directors amending the Articles of Incorporation:

On motion duly made seconded and carried it was resolved at the meeting duly held the day of 21st May, 1945 that the Articles of Incorporation of the Tule Lake Cooperative Enterprises, Inc. be amended by amending Corporation No. 191461, Article VII so that it shall, amended read as follows, to wit:

"The business of the corporation shall be managed by a Board of Directors of 17 members."

That said resolution of the Board of Directors was approved by the written consent of shareholders holding more than 80 per cent of the voting power of said corporation that is to say, holding 5,934 shares of stock of said corporation out of 7,438 shares entitled to vote at the time said consent was given; that the following is a full, true, and correct copy of said consent of said shareholders to the amendment of the Articles of Incorporation.

We the undersigned members of the Tule Lake Cooperative Enterprises, Inc. hereby duly approve the amendment of the Articles of Incorporation of the Tule Lake Cooperative Enterprises, Inc. Corporation No. 191461, Article VII to be read as follows, to wit:

"The business of the corporation shall be managed by a Board of Directors of 17 members."

In witness whereof, we, the said president and said secretary have hereunto set our hands this 2nd day of October, 1945.

_____President

_____Secretary

CONSENT OF SHAREHOLDERS RELATING TO
AMENDMENT OF ARTICLE OF INCORPORATION

On form duly made stating the following preamble and resolutions were adopted by the affirmative signatures of shareholders holding more than 80 per cent of the voting power of the corporation:

We, the undersigned members of the Tule Lake Cooperative Enterprises, Inc. hereby duly approve the amendment to the Article of Incorporation of the Tule Lake Cooperative Enterprises, Inc. Corporation No. 191461, Article VII to be read as follows, to wit:

"The business of the corporation shall be managed by a Board of Directors of 17 members."

RESOLUTION OF THE BOARD OF DIRECTORS
OF TULE LAKE COOPERATIVE ENTERPRISES, INC.

On motion duly made, seconded and carried, it was resolved at the meeting duly held the day of 21 May, 1945 at the 718 conference room 2:00 p.m. that the Articles of Incorporation of the Tule Lake Cooperative Enterprises, Inc. be amended by amending Corporation No. 191461, Article VII so that it shall, amended read as follows, to wit:

The business of the corporation shall be managed by a Board of Directors of 17 members.

THE STRUCTURE AND THE DUTIES OF ITS OFFICERS AND COMMITTEES
OF THE
TULE LAKE COOPERATIVE ENTERPRISES, INC.

I. Basic Policies of this Cooperative.

A. Objective. The fundamental objective of this cooperative shall be so to conduct its business that it shall:

Be of the greatest possible service to its members and patrons and Center; and

Contribute in every possible way to the development of the Cooperative movement as a democratic way of doing business.

B. Method. In order to effectuate this objective, this organization shall be conducted in accordance with the Cooperative principles, as expressed in the By-Laws. In its operations this cooperative shall seek the three equally important objectives of democracy of control, efficiency in management, and service to its customers.

II. Duties of the following officers and committees:

A. The Board of Directors shall administer all business carried on by this cooperative, shall act for this cooperative in any manner not prohibited by statute, by the Articles of Incorporation, or by the By-Laws and shall perform such other duties as are assigned to them by the By-Laws.

B. The Executive Officers.

1. The General Manager:

a. Shall control the business affairs of this cooperative, subject to the rulings of the Board of Directors and the By-Laws.

2. The Treasurer:

a. Shall have custody of the corporate funds and securities and financial and accounting records.

b. Shall keep a full and accurate record of all receipts and disbursements.

c. Shall render to the Board of Directors a monthly statement of all transactions as treasurer and of the financial condition of this Coop erative.

d. Shall prepare and distribute to the members present at each regular meeting of the members a quarterly statement of the financial condition of this cooperative.

3. The Executive Secretary:

a. Shall attend all meetings of the Board, and committees of the Board, and shall record all votes and the minutes of all proceedings, and shall perform like duties for all standing committees, when required.

b. Shall receive and transmit to the Board all applications for membership records.

c. Shall conduct such correspondence as may be delegated to him by the Board.

d. Shall have general charge and supervision of the narrative records, documents and papers of this cooperative, except financial and accounting records.

C. The Committee on Committees shall supervise the necessary procedures to be followed by other committees, but does not assume any of the functions nor duties of other committees.

D. The Management Committee shall study the management practices of this cooperative, shall study merchandising policies, and shall make such recommendations to the Board.

E. The Auditing Committee shall periodically check and examine all records relative to the management and operation of this Cooperative and shall report to the General Assembly from time to time, and, with the approval of the General Assembly, shall employ certified public accountants from outside this project.

F. The Education Committee shall work out general public relation policies relative to this cooperative and The Cooperative Movement.

G. The Emp loyee Relations Committee shall recommend to the Board personnel policies that are practical and fair both to the employees and members, and shall act as advisor to the General Manager on any specific personnel problems.

H. The Central Membership Committee shall generally supervise, regulate, and promote the enlistment of new members into this cooperative, and shall disseminate information to the members realtive to rights, privileges and duties of membership.

I. The Block Representatives, one Nisei and one Issei from each block.

1. As participants of the Ward Representatives Assembly:
   a. Shall elect 2 members of the Board of Directors by and from the Block Representatives of the Ward.
   b. Shall discuss with their Board members all important matters pertaining to this cooperative.
   c. Shall elect a member to various committees as provided by the By-Laws.
2. As participants of the General Assembly:
   a. Shall have both right and responsibility to hear and pass upon the reports of officers and the manager of the cooperative and of any committees which are responsible to the General Assembly.
   b. Shall act as the final arbitrator in any dispute or disagreement which may arise between the Board and any committees or individual members.
   c. Shall determine what amendments shall be made in the By-Laws.
   d. Shall act in a supervisory capacity to the Board.

J. The Ward Chairman:

1. Shall act as one of the presiding officers for the Ward membership Meeting, and shall also preside at the Ward Representative Assembly.
2. If there is a vacancy in the position of the Block Representative for a term of less than one month, the Ward Chairman may fill it by a temporary appointment.
3. Shall designate the time and place of the Ward Representative Assembly.

K. The Ward Secretary:

1. Shall act as one of the presiding officers for the Ward Membership Meetings, and shall also act as one of the officers of the Ward Representative Assembly.
2. Shall call special Ward Membership Meetings at any time pursuant to action by at least a majority of the Board or upon petition therefor signed by at least 10% of all members residing in a given Ward as shown on the books of this Cooperative or 25% of all representatives.

III. The WRA Project Administrative Staff Members.

A. Membership. The WRA Project Administrative Staff Members have all rights and p rivileges vested in the membership not prohibited by the By-Laws.

B. General Assembly. The Staff members may elect 2 representatives to attend the General Assembly.

C. Election of Board. One Director shall be elected from the WRA Project Administrative Staff members of this cooperative.

D. Committees. The Staff members may elect a member to serve on each standing committees as provided for in the By-Laws.

1. CO-OPERATIVE ORGANIZATION AND EDUCATION PROGRAMS:

A. COMMITTEES: (Report Activities this month of these committees: Management, Executive; Efficiency; Personnel; Finance; Audit; Planning; Program; Articles and By-Laws; and any other committees except those on education and membership.)

After about a week of sporadic operation, evidenced during the week commencing Nov. 1 and ending Nov. 6, the Tule Lake Cooperative Enterprises, Inc. regained its original operating schedule and maintained it. However, the Enterprises had lost something like $20,000 as a result of this short period of inactivity. Concerned entirely with "business" matters, the Cooperative moved quickly to make its position clear on what has happened within this Center. The following excerpt from the minutes of a regular meeting of the Board of Directors, held Nov. 15, 1943 seems to state clearly the Enterprises attitude with respect to Center politics.

"In reference to the constant threat by some minority, enjoining the immediate closing of the store, a suggestion was made by Mr. Yoshimura that, in such an event, the Executive Committee should be solely empowered to decide and act for the betterment of the Co-op. Inasmuch as, in a colony of this size, there are obstinate minorities who paralyze the actions or business of the organization in contradiction to the will of the larger body, it was especially noted that the Executive Committee should use their prerogative in disposal or prevention of such an act, as a preliminary step. The suggestion was carried unanimously upon motion made by T. Hisatsune and seconded by Mr. R. Yoshimura."

Efforts designed to result in the closing down of the Enterprises stores and service shops were completely ignored. An average of 52 Co-op workers report daily for duty and are checked in and out of the warehouse area by the Military.

In order to head off any ventilation of political topics in official Co-operative circles the Directors laid down a procedure that would make it necessary for individuals to channel their views and suggestions through committees. In this way all irrevelent and political expressions from the membership would be filtered out almost at their source. This process leaves the Board free to concentrate on business policy and nothing else.

Plans leading up to the establishment of a movie theatre, tofu and beverage manufacturing plants and the establishment of new canteens, were retarded as a result of the general situation prevailing at the present time in the Center.

The Committee on Committees made certain revisions in the By-Laws in order to enable the Enterprises to cease paying dividends on certain goods and services.

COPY

OPERATING AGREEMENT

BETWEEN

TULE LAKE COOPERATIVE ENTERPRISES, INC.

and the

WAR RELOCATION AUTHORITY

This agreement entered into this _____ day of _____, 1942, by Tule Lake Cooperative Enterprises, Inc., a corporation organized and existing under and by virtue the laws of the State of California, hereinafter referred to as the "Cooperative", and the United States of America acting by and through the War Relocation Authority, hereinafter referred to as the "Authority."

W I T N E S S E T H :

WHEREAS, pursuant to an Executive Order of the President of the United States, No. 9102, dated March 18, 1942, the Project Director of the Authority is responsible for the administration of Tule Lake Relocation Center; and

WHEREAS, the Consumer Enterprises is desirous of obtaining a permit from the Authority to conduct its business within the boundaries of the Tule Lake Relocation Area situated in the County of Modoc, State of California, and of obtaining suitable equipment and space necessary for conducting its business.

NOW, THEREFORE, the parties hereto for the consideration hereinafter mentioned do covenant and agree as follows:

1. The Authority hereby grants to the Consumer Enterprises a license and privilege of operating its business within the

boundaries of the Tule Lake Relocation Area subject to the conditions herein expressed.

2. The Authority will make available for the use of the Consumer Enterprises within the Tule Lake Relocation Area, equipment and space for the operation of its business. The amount and nature of such fixtures and equipment and the amount and location of such space will be determined by the Project Director of the Tule Lake Relocation Center in consultation with the Board of Directors of the Cooperative. The determinations of the Project Director with respect to such fixtures, equipment and space will be final. It is understood and agreed that the Cooperative may purchase such fixtures, equipment, and machinery for the normal conduct of its business as it may deem necessary and that title to such fixtures, equipment, and machinery shall vest exclusively in the Cooperative. Said Cooperative shall have the right and privilege of removing said fixtures, equipment, and machinery upon the termination of this agreement subject only to the California law governing "permanent fixtures."

3. The Authority will keep the outer walls, roof and outside of buildings used by the Cooperative in substantial repair; the Cooperative will keep and maintain all fixtures and equipment and the interior of said buildings in good and substantial repair.

4. The Authority will furnish adequate heat and light for the buildings occupied by the Cooperative. Determinations of the needs of the Cooperative for such services shall be made by the Project Director in consultation with the Cooperative. The Cooperative agrees to take reasonable measures to reduce the cost

of such services to a minimum, consistent with efficient operation of its enterprises.

5. The Authority, upon request by the Cooperative, will render reasonable assistance in negotiations and arrangements with wholesalers or other persons or agencies for the purchase of goods, merchandise and equipment for sale or use by the Cooperative. There shall be no charge for this service.

6. The Authority will render advice to the Cooperative on financing, accounting practices, purchasing, merchandising, personnel training, methods of encouraging membership participation, legal questions, and on any other matters requested by the Cooperative.

7. The Cooperative will conduct its activities in accordance with the general policies prescribed by the Authority for consumer enterprises. Such policies are embodied principally in Administrative Instruction No. 26, which may be amended or supplemented from time to time as the Director of the Authority considers necessary or desirable. A copy of such amendment or supplement shall be delivered to the Executive Secretary of the Cooperative within a reasonable time of the receipt thereof by the Project Director.

8. The Cooperative will select its employees from a list of applicants submitted to it by the Division of Housing and Employment at the Tule Lake Relocation Center. Such employees will be paid compensation by the Cooperative in accordance with the scale applicable to evacuees employed on projects administered by the Authority in addition to sums equivalent to the value of the clothing allowances to which such employees would be entitled if employed by the Authority; provided, however, that

the Authority shall pay the clothing allowances of the dependents of each such employee of the Cooperative and the Cooperative shall not be charged therefor.

9. The Cooperative, upon request by the Authority, will make its books and any and all other records available to the Authority for audit at any time. The Authority will audit the records of the Cooperative at least once each year at its own cost and expense.

10. The Cooperative will submit its plan for its accounting system to the Authority for review and will revise the system from time to time in accordance with requirements specified by the Authority.

11. The Cooperative will provide adequate surety bonds for its Treasurer and such other personnel as may be designated by the Authority. The amount of coverage and the terms and conditions of such bonds will be determined by the Cooperative in consultation with a designated representative of the Authority.

12. The Cooperative will hold the Authority, its nominees and assignees harmless from any damage, loss, cost or expense arising either directly or indirectly from the use of any equipment, fixtures or space, while in its possession; and at or before the termination of this agreement, will relinquish possession to the Authority of all equipment and fixtures in good condition and repair, ordinary wear and tear excepted, and will at all times keep said equipment and fixtures insured against fire and theft in an amount, and in a company or companies, satisfactory to the Authority.

13. The Authority reserves the right to revoke all privileges claimed by the Cooperative under this agreement without notice, whenever its authorized representative may decide to do so.

14. No member of or Delegate to Congress shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom. This provision, however, shall not be construed to extend to this agreement, if the agreement is for the general benefit of a corporation.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

TULE LAKE COOPERATIVE ENTERPRISES, INC.

BY_____

President

AGREEMENT

This agreement, made this _____ day of _____, 1944, by the Amache Cooperative Enterprises, Inc., the Tule Lake Cooperative Enterprises, Inc., the Minidoka Consumers' Cooperative, the Manzanar Cooperative Enterprises, Inc., the Poston Cooperative Enterprises, Inc., the Gila River Cooperative Enterprises, Inc., and the Heart Mountain Community Enterprises, hereinafter referred to as the "Cooperatives", and George Mori and Wilbur Takiguchi, hereinafter referred to as "Head Buyer" and "Buyer", respectively, witnesseth:

1. Subject to the provisions of this agreement, the Cooperatives mutually agree to employ the Head Buyer and the Buyer as purchasing agents and the Head Buyer and the Buyer separately agree to serve the Cooperatives as purchasing agents for a period of six months from May 1, 1944. The Head Buyer will be paid a salary at a rate of $275.00 per month. The Buyer will be paid a salary at a rate of $250.00 per month.

The Cooperatives, by each giving 30 days' notice, may dismiss the Head Buyer or the Buyer, or both, and terminate his or their employment under this agreement. The Head Buyer or the Buyer, or both, may terminate his or their employment under this agreement by giving each Cooperative 30 days' notice. If either the Head Buyer or the Buyer should be officially called under the Selective Service Act for service in the armed forces of the United States, he may terminate his contract by giving each of the Cooperatives such notice as he can conveniently give it. The Head Buyer and the Buyer, or either of them, upon termination of their employment in any of the ways specified in this paragraph, shall be paid salaries at the rate specified above to the effective date of the termination of their employment. The

termination of this agreement with respect to either the Head Buyer or the Buyer will not render it ineffective or otherwise affect its validity with respect to the other.

It is agreed that this contract shall terminate with respect to all parties hereto at any time the War Relocation Authority shall cease to furnish office space in New York, New York, for the Buyers. It is further agreed that this contract may be renewed for an additional period of six months from December 1, 1944, if prior to such date each Cooperative shall send a request to the Head Buyer asking that it be renewed for an additional period of six months and if the Head Buyer and the Buyer shall agree to the renewal.

2. The Head Buyer and the Buyer will be stationed in New York, New York. The Cooperatives, in the manner prescribed in paragraph 8 hereof, will pay the cost of the travel and the other administrative expenses of the Head Buyer and the Buyer in connection with the performance of this contract.

3. The Head Buyer will receive orders for goods from the several Cooperatives and will seek to purchase on behalf of each ordering Cooperative the goods which are ordered. Such purchases will be made in accordance with the terms specified in the orders. The Head Buyer and the Buyer, separately or jointly, may make such contracts, orders, or other obligations on behalf of the ordering Cooperative as are necessary to fill the orders. All such contracts, orders and other obligations shall be made in the name of the ordering Cooperative and shall be signed in its name by the Head Buyer or by the Buyer as agent. The Head Buyer and the Buyer are not authorized, jointly or separately, to make or enter into any contract, order or other obligation of any kind on behalf of any Cooperative except pursuant to written or telegraphic authorization by such Cooperative. Each Cooperative will be bound only by contracts made by the Head Buyer or by the Buyer on its behalf and in its name, pursuant to written

or telegraphic orders from it, and shall not in any way be made responsible for obligations incurred by the Head Buyer or by the Buyer on behalf of other Cooperatives or incurred without written authorization.

4. The Head Buyer and the Buyer will conform to such orders, instructions and directions consistent with the terms of this agreement as they may from time to time receive from the several Cooperatives. Each will account for all monies, bills and securities received by him from the several Cooperatives. The Head Buyer will keep books of account and other necessary records of all orders, travel and other administrative expenses, and of all money, bills and securities received from the several Cooperatives. He will preserve in his files all correspondence, documents, papers, writings or other records of all transactions made by himself or by the Buyer on behalf of the several Cooperatives and will furnish copies of such records or the original thereof to any Cooperative or its authorized agents upon request. Each Cooperative and the duly authorized agents of each Cooperative will have access to such records at any time and may make copies, extracts or excerpts from them.

5. The Cooperatives have established in the name of Federation of Center Business Enterprises an account with the Amalgamated Bank of New York. This account is in fact jointly owned by the Cooperatives. Each Cooperative has transmitted to the Head Buyer an initial sum for deposit in the said account, and additional sums to replace withdrawals on its behalf and to pay the salaries and other expenses of the Head Buyer and the Buyer. It is agreed that upon execution of this contract, the balance of the said account will be transferred by the Head Buyer to a joint account in the said bank in the name of the Cooperatives. Each Cooperative will maintain a deposit in the said account of not less than $650.00, less withdrawals for purchases on its behalf, for the duration of this contract.

The Head Buyer and the Buyer are individually authorized to negotiate or to endorse any bill of exchange, check, order or other negotiable instrument payable to any one or more of the Cooperatives, and to receive the proceeds thereof or to deposit the proceeds thereof in the said bank account. The Head Buyer and the Buyer are individually authorized to make withdrawals from the said account. They will make withdrawals only to make payments on purchases made on behalf of the several Cooperatives, or to pay their salaries, travel expenses and other expenses in the performance of this contract.

6. When a withdrawal is made from the bank account, described in paragraph 5 hereof, to make a payment on a purchase on behalf of a Cooperative, the Head Buyer will immediately send by air mail or by wire a notice to the said Cooperative of the withdrawal. The Cooperative, on behalf of which a withdrawal is made, within 24 hours after receipt of the notice, will send to the Head Buyer a sum sufficient to replace the sum withdrawn for use on its behalf.

7. The Head Buyer and the Buyer have served as purchasing agents for Topaz Consumer Cooperative Enterprises, Inc., Topaz, Utah, and Rohwer Cooperative Enterprises, Inc., McGehee, Arkansas, which are Business Enterprises situated in Relocation Centers administered by the War Relocation Authority. They may continue to serve the said Business Enterprises as purchasing agents, provided a fee of 8 per cent of the gross amount of purchases on behalf of the Business Enterprises is charged by them and provided they assign to the Cooperatives jointly all receipts from such services. The receipts shall be deposited in the bank account described in paragraph 5 hereof. All contracts, orders or other obligations on behalf of the said Business Enterprises shall be made in the name of the ordering Business Enterprise and shall be signed in its name by the Head Buyer or by the Buyer as agent. No Cooperative shall be bound or otherwise be responsible for any contract, order or other obligation made by the Head Buyer or by

the Buyer on behalf of the said Topaz Consumer Cooperative Enterprises, Inc. or Rohwer Cooperative Enterprises, Inc. The Topaz Consumer Cooperative Enterprises, Inc. or the Rohwer Cooperative Enterprises, Inc. may become entitled to receive service from the Head Buyer and from the Buyer on the same basis as the Cooperatives by depositing not less than $650.00 in the joint bank account described in paragraph 5 hereof and by executing a supplemental contract agreeing to be bound as a party Cooperative to this agreement.

8. The expenses in connection with the performance of this agreement shall be paid as follows:

(a) Each Cooperative will pay the sum of $25.00 each month.

(b) Receipts from purchases on behalf of, and the performance of services for, Business Enterprises that are not parties to this contract shall be applied to the payment of such expenses.

(c) The remainder of the expenses shall be shared by the several Cooperatives in proportion to the gross amount of purchases made by the Buyers on behalf of the several Cooperatives.

The Head Buyer on the first day of each month will send to each Cooperative a statement of the total expenses for the preceding month in carrying out this agreement, of the total receipts from the activities contemplated by paragraph 7 hereof, of the total amount of purchases made by the Buyers on behalf of each of the Cooperatives, and of the sum which each Cooperative will be required to pay to discharge its share of the expenses of carrying out this agreement in the manner prescribed above in this paragraph. Each Cooperative, within five days after the receipt of the statement, will send to the Head Buyer a sum sufficient to pay its share of the expenses for the preceding month.

9. The Head Buyer and the Buyer have each executed a surety bond to the Federation of Center Business Enterprises in

the amount of $10,000. Each of the said Buyers agrees to change his respective bond to name the Cooperatives, jointly and severally, as payees and to keep his respective bond current for the duration of this contract. The Cooperatives will pay the premiums on said bonds as a part of the expenses of this agreement.

10. In the event that the War Relocation Authority should officially announce that the Relocation Center in which any Cooperative is situated will be closed, the Cooperative in such center may terminate its obligations under this agreement. The termination will be effective at the end of the month in which a notice is sent by the Cooperative at such center to the other Cooperatives and to the Buyer or at the end of a later month designated in the notice. On or before the effective date of the termination, the Cooperative at the Relocation Center being closed will repay all sums withdrawn in its behalf from the bank account mentioned in paragraph 5 hereof and will pay its share of expenses in carrying out this agreement in accordance with paragraph 8 hereof for the period prior to the effective date of the termination of its obligations under this agreement. Upon receipt of such payments, the Head Buyer will compute the share of such Cooperative in the joint bank account described in paragraph 5 hereof and immediately will transmit to such Cooperative payment of its share in the said account. This agreement will continue to be effective between the other Cooperatives and the Buyer, after it is terminated with respect to the Cooperative at a center that is being closed.

11. Upon termination of this agreement, the Head Buyer will compute the share of each Cooperative in the bank account described in paragraph 5 hereof and will transmit immediately to each cooperative its proportionate share in the account.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing agreement:

Amache Cooperative Enterprises, Inc.

by _____ _____
President Secretary

Tule Lake Cooperative Enterprises, Inc.

By _____ _____
President Secretary

Minidoka Consumers' Cooperative

By _____ _____
President Secretary

Manzanar Cooperative Enterprise, Inc.

By _____ _____
President Secretary

Poston Cooperative Enterprises, Inc.

By _____ _____
President Secretary

Gila River Cooperative Enterprises, Inc.

By _____ _____
President Secretary

Heart Mountain Community Enterprises

By _____ _____
President Secretary

_____
Head Buyer

_____
Assistant Buyer

BY-LAWS OF
FEDERATION OF CENTER BUSINESS ENTERPRISES

ARTICLE I

Name and Location

Section 1. The name of this association shall be FEDERATION OF CENTER BUSINESS ENTERPRISES.

Section 2. The principal office of the association shall be located at all times at the relocation center in which the Executive Secretary resides.

ARTICLE II

Purposes, Scope and Methods

Section 1. Purposes. The purposes for which this association is formed are as follows:

A. To promote the economic welfare of its members by utilizing their united efforts in developing techniques and procedures for the purchase and distribution of any or all commodities and for the performance of services in the interests of its members in the most economical way.

B. To associate itself with other Consumer Cooperative Associations for the purpose of mutual aid.

C. To promote an educational program among its members for the application of Rochdale principles of cooperative management.

Section 2. Fees of Members. Each member of the association shall pay to the association an initial fee of Fifteen Dollars which shall be used to defray the expenses of the association. Fees necessary to defray expenses of the association not covered by the initial fee shall be assessed against and paid by each member.

Section 3. Liability. Members of the association shall not be individually liable for any debts incurred by or on behalf of the association.

ARTICLE III

Membership

Section 1. Qualifications for Membership. Any Business Enterprise at a center administered by the War Relocation Authority may become a member of the association by making application in writing, by signing the Articles of Association and by paying the fees required by these By-Laws.

Section 2. Membership Application. Each application for membership shall be in writing and shall be accompanied by a payment of the initial membership fee. Each application for membership shall be filed with the Executive Secretary. The Executive Secretary is authorized to accept as members of the association any Business Enterprise at a center administered by the War Relocation Authority. The applicant shall be notified by the Executive Secretary of the action taken on its application within 30 days after it is received.

Section 3. Withdrawal of Membership. A member may withdraw from membership in the association at the end of any fiscal year by giving to the Executive Secretary of the association at least thirty (30) days notice in writing of its intention to withdraw and by paying to the association all fees and assessments due from it for the period prior to the effective date of its withdrawal. A member in a relocation center ordered closed by the War Relocation Authority or a member that has voted to dissolve may terminate its membership by giving the Executive Secretary thirty (30) days notice.

Section 4. Expulsion. A member may be expelled by a majority vote of the members represented at a regular or special meeting of the Federation Delegates after hearing. The member against which charges are to be made shall be informed in writing of the charges at least thirty (30) days in advance of the meeting and shall have an opportunity to be heard by counsel or other representatives at the meeting.

ARTICLE IV

Meetings

Section 1. Federation Delegates. Each member shall select delegates who shall represent it at meetings of the Federation Delegates. Each member shall notify the Executive Secretary of the names of its delegates at least one week before the date of each meeting. The control of the affairs of the association shall be in the Federation Delegates.

Section 2. Regular Meetings. Regular meetings of the Federation Delegates shall be held annually in April of each year at a time and place to be designated by the Executive Secretary and specified in the notice of the meeting. Such notice shall be sent to each member not less than twenty (20) days before the meeting is to be held.

Section 3. Special Meetings. The Executive Secretary shall call special meetings of the Federation Delegates, which shall be held within thirty (30) days after approval thereof or demand therefor, by at least one-third (1/3) of the members. Notice of special meetings of the Federation Delegates shall be given in the same manner as is provided in the case of regular meetings and shall specify the purposes for which the meeting is being called.

Section 4. Voting Rights. Each member of the association shall be entitled to only one vote upon any question which may come before any meeting of the Federation Delegates, regardless of the number of representatives which it may have present at such meeting. The vote by any member that is not represented at a meeting on any question that may come before such meeting may be sent by letter to the Executive Secretary and will be counted by the Federation Delegates, if the letter sending the vote is received by the Executive Secretary before the vote on the question by the members represented is taken. The letter transmitting the vote shall be signed by the Chairman and Secretary of the governing board of the member.

Section 5. Quorum. At any regular or special meeting, a quorum shall consist of the delegates from a majority of the members of the association.

ARTICLE V

Officers

Section 1. The Federation Delegates shall elect an Executive Secretary who shall hold office for one (1) year.

Section 2. Duties of the Executive Secretary. The Executive Secretary shall:

A. Circularize the By-Laws of the association.

B. Act as a coordinator agency for the Business Enterprises in the various centers.

C. Keep minutes of the meetings of the Federation Delegates and carry on correspondence on behalf of the association.

D. Accept payments and fees from the members of the association, be responsible for the funds of the association and for the preparation of proper financial reports. The Executive Secretary shall be compensated by the association at the highest rate of pay permissable under the wage scales applicable to relocation center residents employed by the War Relocation Authority. The Executive Secretary shall have authority to hire and pay from the funds of the association a stenographer, when he shall determine that stenographic services are needed.

ARTICLE VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of this association shall begin on the first day of April of each year and shall close on the last day

of March of each year.

Section 2. Amendment of By-Laws. By-laws of this association may be amended, repealed, or otherwise changed, by a vote of the representatives of two-thirds (2/3) of the members of the association at any regular or special meeting of the Federation Delegates at which a quorum as defined by these By-laws is present.

Section 3. Record of By-laws. The original and a true copy of these By-laws shall be recorded and kept in the principal office of the association.

Section 4. Annual Report. The Executive Secretary shall annually prepare a statement of the condition of the association, a copy of which shall be sent to each member and a copy of which shall be kept on file at the principal office of the association.

ARTICLES OF ASSOCIATION

OF

FEDERATION OF CENTER BUSINESS ENTERPRISES

ARTICLE I. The name of this association shall be FEDERATION OF CENTER BUSINESS ENTERPRISES.

ARTICLE II. The purposes for which this association is formed are as follows:

A. To promote the economic welfare of its members by utilizing their united efforts in developing techniques and procedures for the purchase and distribution of any or all commodities and for the performance of services in the most economical way.

B. To associate itself with other Consumer Cooperative Associations for the purpose of mutual aid.

C. To promote an educational program among its members for the application of the Rochdale principles of cooperative management.

ARTICLE III. This association shall be a voluntary association composed of the Cooperative Associations and Business Enterprises, incorporated and un-incorporated, in the Relocation Centers and the Tule Lake Center, operating under the jurisdiction of the War Relocation Authority, each of which shall upon joining the association subscribe its name to these articles.

ARTICLE IV. The funds of this association shall consist of the dues and contributions of its members which shall be an amount sufficient only to defray expenses of the association, and the association shall not engage in business for a profit at any time. Each member of this association shall pay an initial fee of Fifteen Dollars, which sum shall be used to defray expenses of the association. Fees necessary to defray other expenses of the association shall be assessed against and paid by each member.

ARTICLE V. The officer of the association shall be

an Executive Secretary.

ARTICLE VI. The principal office shall be at the place of residence of the Executive Secretary of the association and may be moved from place to place from time to time as the address of the Executive Secretary is changed.

ARTICLE VII. Each member of the association shall be entitled to only one vote upon any question which may come before the association.

ARTICLE VIII. Members of this association shall not be individually liable for any debts incurred by, or on behalf of, the association.

ARTICLE IX. The governing body of this association shall consist of delegates selected by each member of the association, which body shall be known as the Federation Delegates. The Federation Delegates shall make and adopt such by-laws of the association as they may deem proper for proper management of the affairs of the association, providing for regular and special meetings of that body and transaction of business of the association. The Executive Secretary of the association shall be elected by the Federation Delegates.

IN WITNESS WHEREOF, the undersigned have executed this on the dates indicated below.

Date	Member

OPERATING AGREEMENT

BETWEEN

TULE LAKE COOPERATIVE ENTERPRISES, INC.

AND THE

WAR RELOCATION AUTHORITY

This agreement entered into this 11th day of April, 1945, by Tule Lake Cooperative Enterprises, Inc., a corporation organized and existing under the laws of the State of California, hereinafter referred to as the "Cooperative" and the United States of America acting by and through the War Relocation Authority, hereinafter referred to as the "Authority".

WITNESSETH:

1. The Authority grants to the Cooperative the privilege of operating its business within the boundaries of the Tule Lake Segregation Center area, subject to the conditions herein expressed.

2. This agreement amends and supersedes all other agreements, heretofore made and entered into between the parties hereto and in respect to supplemental agreements to any former agreements, the supplements shall remain in effect where consistent with this present agreement and shall be considered as supplements to this agreement.

3. The Authority will make available for the use of the Cooperative within the Tule Lake Segregation Center area equipment and space for the operation of its business. The amount and nature of such fixtures and equipment and the amount and location of such space will be determined by the Project Director of the Tule Lake Segregation Center in consultation with the Board of Directors of

the Cooperative. The determination of the Project Director with respect to the fixtures, equipment, and space which the Cooperative may use will be final. The Cooperative may purchase such fixtures, equipment, and machinery for the normal conduct of its business as it may deem necessary and title to such fixtures, equipment, and machinery shall vest exclusively in the Cooperative. The Cooperative shall have the right to remove its fixtures, equipment, and machinery upon the termination of this agreement if the removal can be effected without injury to any government property. If, in any case, any fixtures, equipment, machinery or other things belonging to the Cooperative cannot be removed by it without injury to government property, plans for a cash deposit or payment satisfactory to the Project Director is made to the Authority he may then within his discretion permit the removal of such property by the Cooperative.

4. The Authority will keep the walls, roofs, and floors of the buildings used by the Cooperative in good repair to the extent that any reconstruction and repair is necessitated by normal wear and tear or depreciation. If any damage to government property is caused by any act of the Cooperative or its agents or employees, the Cooperative will repair such damage and the Cooperative will restore such property by repair or reconstruction to as good a condition as existed before such damage occurred, or else will replace such property or pay its full value to the Authority. The Cooperative will not alter any Government building or other Government property without first obtaining the written authority of the Project Director. Any such authorized alteration will be effected only according to the approval given by the Project Director and under the written terms of his authorization.

The action of the Project Director in this connection will be subject to the regulationsand requirements of the War Production Board and other Federal Agencies.

5. The rent paid by the Cooperative to the Authority for the use by it of Government-owned buildings or other Government-owned property will be determined by the Project Director after consultation with the Directors of the Cooperative. Such rent will be adjusted in the case of each building in accordance with WRA regulations on the basis of the size of the building and the facilities contained therein and according to whether or not the Authority furnishes heat or light or any other service with the use of such building. Separate rental agreements pursuant to this Operating Agreement shall be executed by the Authority and the Cooperative for the use of each building or group of buildings or other Government-owned property rented by the Cooperative from the Authority. All rents hereunder shall be in accordance with the rates specified in WRA Manual Section 30.7.8 and any amendments thereto which may subsequently be issued by the Director.

6. The Authority, upon request by the Cooperative, will render reasonable assistance in negotiations and arrangements with wholesalers or other persons or agencies for the purchase of goods, merchandise and equipment for sale or use by the Cooperative. There shall be no charge for this service.

7. The Authority will render advice to the Cooperative on financing, accounting practices, purchasing, merchandising, personnel training, methods of encouraging membership participation, legal questions, and on any other matters requested by the Cooperative.

8. The Cooperative agrees to conduct its activities in accordance with the general policies prescribed by the Authority for consumer enterprises. Such policies are embodied principally in Section 30 of the WRA Manual which may be amended or supplemented from time to time as the Director of the Authority considers necessary or desirable. A copy of such amendment or supplement shall be delivered to the Executive Secretary of the Cooperative within a reasonable time after receipt thereof by the Project Director.

9. The Cooperative agrees to select its employees only from among the unemployed persons and will observe the employment practices maintained by the Authority at the Tule Lake Segregation Center and as provided by Manual including 30.9 and 50.5.9. The Cooperative employees will be paid compensation by the Cooperative in such a way that the net amounts received by such employees after all necessary deduction of unemployment, social security, or other taxes has been made, will accord with the scale applicable to the evacuees employed by the Authority including a sum equivalent to the value of the clothing allowances which such employees would individually be paid, if they were employed by the Authority. The Authority will pay clothing allowances to the dependents of Cooperative employees to the same extent that it would if such Cooperative employees were employed by the Authority. The Cooperative shall not be charged for clothing allowances paid by the Authority to the dependents of Cooperative employees.

10. The Cooperative, upon request by the Authority, will make its books and any and all other records available to the Authority for audit at any time. Whenever the Authority audits the records of the Cooperative it will be at the cost and expense of the Authority.

11. The Cooperative agrees to submit its plan for its accounting system to the Authority for review.

12. The Cooperative agrees to provide adequate surety bonds for its treasurer, for such other personnel as may be designated by the Authority or by the Cooperative. The amount of coverage and the terms and conditions of such bonds will be determined by the Cooperative in consultation with a designated representative of the Authority.

13. The Cooperative agrees to hold the Authority, its nominees and assignees harmless from any damage, loss, cost or expense arising either directly or indirectly from the use by the Cooperative of any equipment, fixtures or space and at or before the termination of this agreement, will relinquish possession to the Authority of all government owned equipment and fixtures in good condition and repair, ordinary wear and tear excepted, and will at all times keep said equipment and fixtures insured against fire and extended coverages in an amount and in a company or companies, satisfactory to the Authority. The property referred to in this paragraph (13) relates specifically to property of the United States Government. The Cooperative also will, for the duration of this agreement, carry Workmen's Compensation Insurance in accordance with the requirements of the laws of the State of California.

14. The Authority reserves the right to revoke any and all privileges or rights claimed by the Cooperative under this or any other agreement whenever the Project Director may decide so to do. In all cases where in the exercise of his discretion, the Project Director deems it possible, he shall give the Cooperative 90 days advance notice in writing that any privilege or right so claimed by the Cooperative is to be revoked.

15. Agreements between the Cooperative and the Authority as to the rental of buildings, equipment or other property, the operation of specific enterprises by the Cooperative, and other things shall be in writing executed pursuant to this Operating Agreement and upon execution shall, become supplements to this agreement.

16. No member of or Delegate to Congress shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom. This provision, however, shall not be construed to extend to this agreement, if the agreement is for the general benefit of a corporation.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

TULE LAKE COOPERATIVE ENTERPRISES, INC.

BY: _____
Hitoshi Yanohira
Vice President

(SEAL)
ATTEST: _____
Kaoru Kimura
Executive Secretary

THE UNITED STATES OF AMERICA

BY: _____
R. R. Best
Project Director
Tule Lake Segregation Center
War Relocation Authority

HIGHLIGHTS OF THE COOPERATIVE MOVEMENT

Appendix A:

Discussion Leader: Don Elberson Adult Educ. Bldg. 316

Section 1: Tuesdays, 7:30-9:00
Section 2: Thursdays, 7:30-9:00

I. Why Cooperatives?
The general philosophy of the Cooperative Movement

II. Uncle Sam and the Cooperative Movement
The basic reasons for government aid to cooperatives

III. The Emergence of Species
Differentiation in European developments

IV. Cooperatives--American Style
A structural analysis

V. A Cook's Tour of Cooperatives in the United States
Recent developments here and there

VI. How Cooperatives Cooperate
The function of the Cooperative Wholesale

VII. A Social Balance Sheet of the Cooperative Movement
The pros and cons of cooperatives

VIII. Kagawa - A Practical Christian
An interpretation of the Japanese Cooperative Movement

IX. The Tule Lake Colony and Cooperatives
Discussion of the Project's cooperative program

Elberson, 1942

THE CONSUMER COOPERATIVE MOVEMENT IN THE TULE LAKE PROJECT

Ever since the first arrival of evacuees to the Tule Lake Relocation Center, local WRA officials have frequently voiced the view that this project constitutes a "cooperative venture", or a "cooperative community". The term "cooperative" so used lacked clarity and full meaning to the people, although it indicated the desire of the administration that the people learn to work as a united body for their common good. How such unified action might be achieved remained unexplained at the outset. But a concrete program for a cooperative movement in this project developed when it was suggested that the community stores, temporarily under the supervision of the WRA community enterprise division, might be controlled by the people through a consumer cooperative.

The idea of a consumer cooperative in the Tule Lake Project had its inception among a few members of the administrative personnel, namely, Dr. H. L. Jacoby, Dr. J. D. Francis, and Mr. Theodore Waller, who began to talk of its possibilities here. Mr. Don Elberson came as a cooperative specialist, and further stimulated discussion on the subject among the administrators. Since the resettlement of evacuees was begun on May 28, 1942 and was not completed until July 24, 1942, the education of the people in the consumer cooperative plan was, at first, necessarily slow; but recently an organized cooperative movement has begun to take hold among the people, and bids fair to establish itself in this community.

Three significant stages have marked the growth of the cooperative movement here thus far: (1) an incipient period of trial and error in which the people's response to the cooperative program was felt out. (2) a period of class instruction in which a few leaders interested in the cooperative movement were given an opportunity to gain a better understanding of it, and (3) a period of spontaneous community-wide interest in learning more about the movement.

(1) Incipient Organization Mr. Elberson gave a talk early in June to the small group of evacuees who had already arrived, on the possibilities of a consumer cooperative in their community. This talk stimulated discussion, but gave few who attended the meeting any clear conception of the speaker's view. Personal contact was established with leaders of church groups, the forum committee, and other special interest groups, but each group tended to see the cooperative in terms of its own interest, which resulted in a diffusion rather than a concentration of energy in the organization work. Confusion dominated this incipient spread of the cooperative movement, but the ground was laid for its more systematic propagation.

(2) Leader Training Observing the need for a more careful education of the community in the cooperative movement, Mr. Elberson met with a small group of interested persons at the home of Howard Imazeki, then city editor of the Tulean Dispatch, to discuss the desirability of evening classes on the cooperative movement. As a result of this discussion, a series of nine lectures by Mr. Elberson on the "Highlights of the Cooperative Movement" was proposed, and scheduled to be given twice a week, beginning on Monday, July 6. (See Appendix A) Twenty persons were invited to the first session of the class, but almost fifty persons appeared at the meeting. During the first few discussions, there seemed to exist a general skepticism of the cooperative movement, especially of its application to this community, a doubt enhanced by the widespread grumbling against the "high prices" in the community stores, which pointed popular concern toward some direct method of lowering prices rather than toward the reorganization of the whole economy; but as discussion progressed, a nucleus of leadership developed, and rumors spread in the community of the projected cooperative movement. Popular opinion about the desirability of the cooperative naturally was divided, and based on scant knowledge of its program, but discussion on the subject served to intensify interest in the movement.

(3) Beginning of Community Organization A combination of favorable circumstances laid the setting for the third stage. Dissatisfaction with the existing management of the community stores led to a search by the people for some system whereby the people would have more direct control over their stores. A group of about fifteen Issei, who were a part of the dissatisfied element, were meeting among themselves trying to seek some solution for the problem. They were invited to a meeting in which the cooperative was offered as a possible way out. The fifty to seventy Issei who attended were in favor of an immediate application of the plan, but the time was considered pre-mature, for there yet remained the need to organize the people for mass support of the cooperative movement. The possibility of a community-wide organization of the educational process, however, was now clearly at hand, and it was decided to use the block managers and their knowledge of block personnel to enlarge the scope of propagation. Thereupon, each block manager was asked to select from his block two leaders, preferably one Issei and one Nisei, and preferably from those who had attended the lecture series, to attend a community-wide cooperative assembly. About the middle of July, block meetings were held in some areas to discuss the proposed cooperative plan and to select representatives, while in other blocks the managers made their own appointments.

On July 22, the first meeting of block representatives to the cooperative assembly was called. Mr. Kendall Smith, supervisor of community enterprises, Mr. Larry Collins, regional director of consumer cooperatives, and Mr. Don Elberson were among those present. Two objectives of the meeting were (a) to start a program of education among the block representatives, and (b) to elect from the representa-

tives present an advisory council to the community stores, their function being to advise store operators on the one hand and communicate store policies to the people on the other. It was the intent of the cooperative leaders that the education on consumer cooperatives should extend from the advisory council down through the assembly to the whole population.

This first meeting of block leaders is described as one of utter confusion, out of which grew definite opposition groups. The suggestion that an advisory council be elected from the assembly, strangely enough, met strong opposition despite Mr. Kendall Smith's encouragement of it, and his endorsement of a program of criticism of the existing structure. There apparently was fear on the part of the assembly that either the WRA or the consumer cooperative leaders were attempting to "put something over" without the people's understanding of what was involved, but these fears were dispelled by the suggestion that the advisory council be temporary. The opposition to the cooperative movement, however, was much more general and deep-seated, and centered itself around one or two leaders. The arguments of this group were, first, that the WRA owes the evacuees all their needs since they were involuntarily uprooted from their established economy, and the cooperative program sidetracks this more basic issue; and, second, that the Japanese would be held responsible under a cooperative plan should the stores fail as seems likely in view of the extremely low wages in contradiction to the prevailing high prices. In speaking of the conflict which arose, Mr. Elberson declares: "Running through this whole thing is a primary conflict between the people who look far enough ahead to see that the cooperative system may spread and envelope the whole project; and those who hold the short-sighted view, which arose out of their assembly center experience, that they must get everything out of the WRA since it owes them a living." It was decided at this meeting that the advisory council should be elected from each ward by the block representatives of those wards.

On July 23, block representatives met in each ward to elect their representatives to the Provisional Advisory Council. Seven representatives were thus chosen, all men with business training, and most with marketing cooperative experience. This Council is meeting at present with Mr. Kendall Smith to discuss problems of the community stores. As a result of the several meetings of block representatives to the cooperative assembly, a general feeling has developed among them that they should like more knowledge of the consumer cooperative movement. Since the first series of lectures on the cooperative movement had already terminated, it was proposed that another class be started for block representatives who were unable to attend the first course.

Tangible progress seems to have been made toward the actual establishment of a consumer cooperative in the Tule Lake Project, and it is expected that this community will follow the example of the Manzanar

Relocation Center in accepting the consumer cooperative in their stores. Opposition to the cooperative, however, is likewise organizing, especially in the Community Council which is the local political body, and it is certain that the cooperative movement must necessarily overcome the counter efforts of these dissident groups. There seems to be some sectional difference in the response to the cooperative plan, for the opposition is strongly focalized in the people from the Walerga Assembly Center (Sacramento Valley), while support is strong among those from the Pinedale Center (originally from the state of Washington).

If a consumer cooperative is established here, it is presumed that the organization will be patterned closely after the Rochedale plan, and will buy its goods from the regional cooperative wholesale located in Oakland.

N.B. The "high prices" at the community stores is due to the fact that goods are bought from wholesalers on consignment, and apparently not due to any inefficiency of the administrative personnel.

Reported by Frank Miyamoto
August 13, 1942

Data from:
Mr. Don Elberson
Mr. Haruo Najima
Personal notes

Regional Files, 001, Tule, Wash., D.C.
Miyamoto

Tule FS

Memo to Duncan Mills from Helen F. Collins, Head, Mail and Files.
Subject: Trip to Tule Lake Project, July 23 to July 31
September 1, 1942

On July 23, I arrived at the Tule Lake Project to assist in the establishment of a mail and files procedure that would conform to that used in the Regional Office.

The main difficulty at Tule Lake seemed to be the routing of incoming mail. I found that all of the mail was sent to the Project Director for his review, then to the Administrative Officer, and after they had finished it was distributed to the various divisions. This delayed the delivery of the mail to the pertinent divisions and was causing considerable confusion in the office.

Telegrams were being received on the postal printer, five copies made and delivered to the Project Director's desk for routing. Since this system did not seem to be working to the satisfaction of all concerned in the office, it was agreed that they should be indexed with the original routed to the proper division or section for handling, and one copy made for the Project Director's information.

During a discussion with Mr. Shirrell and Mr. Niesse, we agreed on the proposed indexing of mail and routing to the division or section according to the subject matter, eliminating theprior review by several people.

FROM THE "TULE LAKE COOPERATOR"

Vol. 3 No. 41
January 8, 1944

A HAPPY AND COOPERATIVE NEW YEAR!

The Tule Lake Cooperator, with this issue; will resume its very important function of keeping our huge cooperative membership informed as to our Enterprises' activity during the year 1944.

We have one of the largest single co-operative of its kind in the United States - if not the largest. Our Co-op reached this tremendous stature in a hurry. It grew quickly because there was and will be a real need for a co - operative here at Tule Lake. Fortunatley the Co-op, from its inception, was able to attract to its administrative and staff positions, men and women of valuable experience; businessmen of high calibre, people who could handle their respective jobs.

It is the function of the 'Cooperator' to keep the members abreast of developments and provide an avenue through which inportant suggestions can be made by membership and advices given to their representatives. Before membership can really offer constructive ideas for the betterment of their important organization, they must know their organization. The 'Cooperator' has undertaken this responsible task in a very commendable way and will, I am sure, continue to do so during the eventful year ahead.

I should like then to take this opportunity to wish one and all a happy and cooperative New Year.

FROM THE "TULE LAKE CO-OPERATOR"

Vol. 3 No. 42
January 22, 1944

EFFECTS OF "DESTROY THE STATUS QUO" POLICY UPON CO-OP

Being a pure economic organization, the Co-op has no intention to argue for and against the Colonists' policy in regard to "Maintaining Status Quo." However, now that "Destroy the Status Quo" policy has been adopted by Referendum, let us quote what effects it will give upon the business of the Co-op.

Firstly, the plan of raising working capital will be executed. This plan was made last November with the goal of $60,000, and then postponed. Nevertheless, we liquidated the Certificates of Indebtedness by making a shift last December, and now we are short of merchandising fund and check-cashing fund.

Secondly, Japanese photo-plays and Newsreel will be shown at High School Auditorium. This picture show will no doubt blow away melancholia from your heads.

Thirdly, the construction of Tofu (Bean-curd) factory will begin so that your favorite Tofu will be distributed to your mess kitchen once a week.

In the fourth place, the business of the Canteen #4 will turn for the better, along with the return to work of the ex-employees of Administration offices.

Lastly and as yet an important matter, fire insurance will become effective again. The insurance companies have cancelled their fire insurance contracts on the merchandise stored in warehouses and the Canteens during the period Martial Law was in effect in the Center. This was risky indeed.

FROM THE "TULE LAKE COOPERATOR"

Vol. 3 No. 43
January 26, 1944

COMMITTEE ON COMMITTEES DISCUSS ON UNCLAIMED REBATES

The Committee on Committees deliverated on the possibility of donating unclaimed rebates to Recreation and School Associations, at its regular meeting which was held January 18.

While this matter has already been passed by the Board of Directors, Mr. Glick, solicitor to the WRA headquarters at Washington, D. C., advised the local Co-op to the following effect:

"The Bureau of Internal Revenue has informally advised us that it is doubtful that a recreational association will be considered a charity.

"It is my recommendation that the system used at Heart Mountain to dispose of unclaimed patronage refunds be followed. At Heart Mountain, there are boxes on all store counters with the following legends in English and Japanese. 'Cash register receipts dropped in here will be used to help finance your Community Activities recreation program. Thank you.'

(It is the writer's reasoning that the donation for the fund of Japanese Language Schools should follow the above example.)

"At Jerome, unclaimed patronage refunds are put into the cooperative's educational fund. Since the educational fund is not regarded as a charitable contribution, the money thus paid out is subject to income taxation -- but is probably deductible as a business expense."

FROM THE "TULE LAKE COOPERATOR"

Vol. 3 No. 44
February 2, 1944

EXECUTIVE COMMETTEE MEETS WITH ADMINISTRATIVE HEADS

On the afternoon of January 24, the Executive Committee of the Cooperative Enterprises met in conference with Assistant Project Directors, Black and Robertson, and the members of the Project Director's Advisory Council.

The meeting came about as a result of a mutual conviction that the officials of the Enterprises should not only know of other developments taking place within the Center but should also contribute, insofar as possible, to the common goal of the vast majority -- the rehabilitation of the Center along the most desirable and livable lines. The Executive Committee expressed the feeling that indifferent to this matter of center adjustment. The success or failure of the Enterprises, for which they are responsible to some 6600 people, is very obviously tied up with the future of the Center as a whole. In view of this, it was felt by the Executive Committee that the Co-op general community improvement by e xploring every possible means of making the Enterprises a more serviceable and beneficial institution .

The meeting was characterized by an open and frank discussion of matters pertaining to the further development of the Enterprises. The Executive Committee learned, during the course of the meeting, that it was the Administration's desire to facilitate the development of the Co-op to the fullest possible extent. The War Relocation Authority, it was stated, preferred to leave the development of industrial projects to the Enterprises, rather than promote such activity under WRA auspices.

Such matters as the setting up of a sewing factory, tofu manufacturing plant, and other industrial projects were fully discussed and fully endorsed by the Administration. It was generally agreed that our officials should meet periodically with the Project Director in order that matters pertaining to the Enterprises can be considered and constructive steps taken, with a minimum of delay.

Regional Files, 511 (Tule) Wash., D.C.
Miyamoto

TULE FS

Report from Morton Gaba to Paul Fleming
June 3, 1942

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4. PROBLEMS REPORTED BY THE BLOCK MANAGERS

(a) Confidence in the administration

The majority, but not all, of the block managers report that their people have full confidence in the project administration. This confidence derives from the apparent friendliness of the administration staff, from the satisfactory housing and mess arrangements, from the apparently fair distribution of jobs, and from the general superiority of colony life here in comparison with assembly center life.

Several of the block managers modified this statement by adding that the people had confidence in the administration at the present time, but that many of them, particularly the elder Isei group, have reserved their opinions pending a general shakedown in administrative procedure and efficiency. This group in particular feel that the administration has sold itself only to the younger group; that these "college kids", as they call them, are more easily satisfied by the novelty of their present life, and the emphasis on dances, athletics, etc. The older group feel more keenly not only the loss of their strong home ties but the change in their personal relationships which thewar has brought to the fore. Accordingly, the full cooperation of this group cannot be obtained until the motives and practices of the administration have been thoroughly seasoned over a period of time.

Much of this criticism stems from the administrative difficulties inherent in this new undertaking. For example, tempers have been frayed considerably by short supplies of such essentials as household cleaning supplies, by the, on occasion, countermanding of one order by another order, and by the absence of such essentials as trucks when numbers of persons have turned out for voluutary community service. These are small items in themselves, but some colonists feel that administrative problems will increase rather than decrease as the project continues to expand in size.

In general, the administration enjoys the support of a substantial majority of the colonists, according to the block managers.

5. BLOCK UNITY

All of the block managers, but one, are desirous of effecting some type of block unity so that the members can know each other, meet together, and decide their common problems as a group. The one exception mentioned said that all of his block people came from the same community and accordingly already knew each other.

It will be difficult to have block group meetings until the mess halls are used exclusively by members of the block. All block managers agreed that group eating together would produce this cohesion, and that it would be uuwise to attempt an artificial meeting before this natural group spirit developed.

One reason for the urgent desire for block unity is due to the fact that some of the blocks are divided according to the geographic back-grouuds of the people. For example, in one block one-half of the people are from Medford and one-half from Gresham and there is some tenseness in the personal relationships between the two.

6. COMMUNITY GOVERNMENT

All block managers agree that administration-colony relationships would be better

Report from Morton Gaba, cont'd.

maintained as soon as a properly organized community government is formed; that this government will thus represent the colony in any matters which might arise; and that they would thus feel that their best interests would be adequately protected.

7. SOCIAL PROBLEMS

One of the major sources of difficulty at the Portland and Seattle Assembly Centers was the highhanded manner with which the Japanese American Citizens League assumed control, both political and occupational, of the camp life. Apparently, JACL leaders were appointed to administrative positions and were given carte blanche authority to appoint whomever they pleased. Accordingly, only members of the JACL or their friends were given desirable positions. It should be recognized, however, that practically all of our colonists represent the advance group from these two centers, who voluntarily came here in order to get away from what was to them an intolerable situation. They represent the "outs" and as such their expression of opinion should be carefully checked by succeeding groups from the two mentioned centers. All of the block managers feel that no charges of favoritism can justifiably be leveled at the present administration, but all of them feel that the JACL might get a foothold, and that if this happens they would be able to further their own position at the expense of the colony as a whole.

A significant group of young men, according to two managers, represent a distinctly disturbing influence. With but few exceptions, they have declined to work, stay up late at night, and sleep uutil noon, decline all voluuteer work assignments, and, according to one block manager, are decidedly pro-Japanese. These individuals are largely Kibbai, i.e., bornin the United States but educated in Japan. They are characterized by one block manager as "Dead End Kids;" boys who have never held responsible positions in the community at large and who now identify themselves with the military greatness/ of Japan. Several block managers feel that special placement can tend to break down their behavior pattern. One case was cited of a member of this group, who, appointed as a warden, immediately changed from a disturbing to a beneficial and effective member of the community. I have the names of several members of this group and will discuss this with the Placement office in an effort to effect a solution of this problem, as well as with the Chief of Internal Security.

Another form of social problem revealed by one of the block managers indicated that street lights are apparently needed, particularly in the vicinity of the women's washrooms and lavatories. Many girls are reluctant and even fear to go out on the streets in the dark because groups of boys have taken to hanging arouud the women's rest rooms in the evenings. The installation of street lamps or hanging lights over the women's rooms will do much to alleviate this problem. A memorandum to this effect has been sent to Mr. Jacoby, Chief of Internal Security.

8. WAGE POLICY

The most repeated question asked the block managers relates to the wage policy and the fact thatit has not yet been answered is the greatest single factor for the continued uueasiness and uncertainty on the part of the colonists. The block managers feel that a statement of the wage policy, no matter what that policy would be, would tend to calm or reassure the group as a whole.

9. PROPERTY

Numerous problems relating to property, supply and maintenance are reported daily by the block managers. Chief among these is their inability to secure such maintenance

Report from Morton Gaba, cont'd.

items as brooms, mops, soaps, etc. There has apparently been no equality in distribution, and some blocks have more of such supplies than others. Hence, the block managers report that the people feel that the block managers are remiss if they do not secure the necessary. They have received no clear-cut statement as to what types of supplies will eventually be available for distribution, what supplies will be available for initial order only, and what must be supplied by the colonists themselves.