002

May 22, 1942

TO: Mr. E. R. Fryer, Regional Director

FROM: Mr. Harvey M. Coverley, Assistant Regional Director

SUBJ.: Tentative Policy Statement.

I am returning the "Tentative Policy Statement" which you forwarded to me this morning. In my opinion, some such statement is very necessary and considerably overdue. Practically every employee of the organization should have available information on the points covered in this statement as a means of orientation and as a guide to the performance of whatever duties are delegated to him. When this statement is finally approved, it should have a prominent place in our manual of regulations.

Although I have not made an exhaustive examination of this document, it would appear that most of the things which should be covered are there. Generally speaking, the material seems to be well prepared. I have the following specific comments to make:

1. The statement contained in Paragraph I B to the effect that "the energy, initiative, resources, and self reliance of the evacuated personnel must determine the standard of living within each relocated community" seems inconsistent with the circumstances and unrealistic. The evacuated personnel will have no control over the market for their own labor, nor will they have any voice in deciding what wages or income they should receive. They will not be in control of the means of production and, with the exception of certain handicrafts, will find it difficult if not impossible to create wealth. It hardly seems appropriate, therefore, to imply that by their own energy, initiative, resources and self reliance they can determine their standards of living.

   If this statement were changed to read as follows, it might be more accurate: "The degree to which the evacuated personnel cooperate with the War Relocation Authority in developing and operating productive enterprises on

relocation centers will influence to some extent the standards of living within each relocated community."

2. In Paragraph I B, it is stated that initially the Government will provide for the minimum essentials of living and that thereafter governmental supervision other than military guard is intended to insure the matters listed. This implies that the provision of such essentials as shelter, medical care and subsistence may not be continued after an initial period. Is this a correct implication?

3. In Paragraph I D, it is inferred that evacuees financially able to do so might be required to pay for the essentials of living in the project. Although I can see good reasons for including such a provision, particularly if it is applicable to those who refuse to work, it nevertheless seems questionable whether we should charge evacuees for the privilege of involuntary detention in a project to which they were forcibly removed through, in a great majority of cases, no fault of their own.

4. In Paragraph II A 3, it is stated that the cost of the care of persons in need of public assistance will be "deducted" as an expense of the community. It is not clear from what source this cost will be deducted.

5. In Paragraph II D 3, it is indicated that the amounts to be advanced monthly to evacuees may be changed from time to time especially if the projects are operating successfully. I believe it should be made clear that this does not imply different rates of pay on different projects.

Att.

HMCoverley: FEW

HMC

FILE COPY

002

May 27, 1942

Air Mail

MEMORANDUM for the Director:

The Regional Office makes the following comments about the tentative policy statement prepared by the Washington staff:

Paragraph I,B. "The energy, initiative, resources, and self-reliance*** must determine the standards of living within each relocated community". Is the statement made in this paragraph realistic? By the very nature and necessity of the program, we have denied evacuees the freedom of economic expression. National needs, subsistence demands, and many other factors will determine what is grown on each relocation project. The right to choose what will be grown is not given the Japanese. The same applies to war industries which must be developed, factually speaking, within a political frame work. This paragraph should be revised to state that, "The energy, initiative, resources, and self-reliance of the evacuated personnel will in a large measure determine the standards of living within each relocated community".

Again, if we mean in this connection that the gross income from community enterprises, viz., agricultural developments and war work industries, will be carried in a special deposits fund in the Treasury of the United States to the credit of all enlistees in the Work Corps, and that all income from such enterprises will be returned to each member of the Work Corps in an amount in proportion to his occupational classification, less deductions for hospital operating costs, land rentals, equipment depreciation, utilities costs, but not including administrative overhead which should, of course, be borne by the Government, then we should say so. If we mean something else, we should say that. Whatever we mean we should state as clearly as we can. This is a point that must be made definite for both Japanese and employee consumption.

Paragraph I,B,1. Reference is made to the phrase, "when applicable, to a scheme of long-term development". Does not this statement, by implication, hold out a false hope to the Japanese? Does it not imply that they will be permitted to remain on the land after the War is over?

Paragraph I,B,3. I would suggest that the word "minimum", in the first sentence, be changed to "the".

Paragraph I,B,5. It is suggested that there be substituted for the phrase, "pool of labor", the word "opportunities", and, in the second line, that the word, "provided" be substituted for the words "made available".

Paragraph I,C,3. I would suggest the deletion of the following language: "And, as evacuees are trained, the government employees should be replaced by competent Japanese". The latter statement will demoralize the staff and remove any feeling of security. Administratively, we should gradually make replacements, but without an announcement before hand. Otherwise, we would hold a visible axe over every employee's head and thus, we would prevent an adequate in-Service training program to qualify Japanese for these positions. I suggest that this paragraph be recast to read as follows: "Relocation Center staffs of government employees must be kept small. Early over-staffing must be especially avoided; rather, Governmental positions authorized for each Center should be filled only upon a showing of imperative need and upon certification to the Regional Office by the Project Director that qualified Japanese are unavailable".

Paragraph II,A,3. What do we mean when we say, "Care of orphans, the unfortunate, and homeless indigents will be a matter between War Relocation Authority and the Community"? Do we mean that until the Community accummulates a project credit either in the Treasury or in the form of a community fund created from the profits of community enterprises, that the War Relocation Authority will accept the responsibility for the care of indigents?

Paragraph II,D,3. It should be made clear that the amounts to be advanced monthly will not be less than the minimums established in the statement on Wage Policy and that if projects are operated profitably, the amount paid each month will be increased as the pooled income from all War Relocation Authority projects, as opposed to individual projects, is taken into the Treasury and pro-rated back to enlistees. Otherwise, an enlistee who happens by accident to be sent to a project having favorable climatic conditions, and with opportunities for private employment, would have a great advantage over one sent to a project requiring a great amount of public work before it is developed and any income received.

Paragraph III,D. While we should preserve the thought and intention to provide proper foods for children and babies and workers, we should not in my judgment issue an order saying that three separate diets will be provided. This will not in all cases be possible.

Paragraph IV,D. I would suggest that this paragraph be changed to read: "Technical and administrative lines will be merged to provide a unified staff function, with responsibility running from Project Director to Regional Director and from Regional Director to the Director of the Authority. Technical personnel in the Washington, Regional and Project offices will be staff assistants, respectively, of the Director of the Authority, the Regional Director and the project directors."

Paragraph IV,E. "Project representatives" in the second line, should be changed to "project directors".

E. R. Fryer,
Regional Director

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June 3, 1942

MEMORANDUM TO: Mr. E. R. Fryer, Regional Director

SUBJECT: Criminal Jurisdiction at the Tule Lake Project

Mr. Shirrell's memorandum to you dated June 1, 1942, presents five questions that were raised at a recent conference at the Tule Lake Project concerning criminal jurisdiction. I shall answer them in the order in which they were presented.

1. Evacuees at the Tule Lake Project are neither "prisoners of war" nor "wards of the Federal government" as those terms are ordinarily used. The majority of them are American citizens and none of them are known to have been engaged in any way in the war against the United States. Although the evacuees have a special status, there is no reason to apply to them, at the present time, any theory of wardship. They are persons who, for military reasons, have been evacuated from military areas on the West Coast, and who have been relocated at the Tule Lake Project. Their residence at the project is regarded as a military necessity at the present time, but I understand that it is our hope that plans can be perfected at an early date under which the evacuees can be permitted to leave the project under controlled conditions.

2. The Tule Lake Project is not a military <u>reservation</u> in the sense that term is used when it is applied to military forts, arsenals, camps, etc. The project either has been or will be declared a military <u>area</u> under Executive Order No. 9066, dated February 19, 1942. This Executive Order gives General DeWitt, or the appropriate military commander, authority to restrict the right of all persons to enter, remain in, or leave the area. In addition, the Act of March 21, 1942 (Pub. No. 503, 77th Cong.), prescribes a penalty for violating such restrictions. For practical purposes this authority to regulate ingress and egress is the significant effect of declaring the project to be a military area.

3. Offenses committed on the project area are not subject to military law.

4. Until some other system of law enforcement is provided, offenses committed on the project area are subject to the same state and federal jurisdiction as offenses committed elsewhere in the state, subject to the qualification, however, that the right to bring evacuees to trial and to imprison them after conviction is subject to the regulations of the military commander and the Director of the War Relocation Authority. That is, the military commander could, if he wished, refuse to permit evacuees to leave the area for purpose of trial, or for purpose of imprisonment if convicted, and he could also refuse to permit local law enforcing officials to come within the project area.

As you know, a system of law enforcement is now being prepared in the Washington office, and until it is ready I suggest that further discussion of this subject be held in abeyance.

5. At the present time, no provision has been made for reimbursing local officials for expenses incurred in providing to the project official services such as holding coroner's inquests. The general problem of making payments to local units of government in lieu of taxes, or for specific services rendered by them, is being considered in connection with current budget hearings. I understood that we are recommending that Congress appropriate money for this purpose.

Edwin E. Ferguson
Regional Attorney

LASigler:KG 6/3/42
MW 6/4/42

JAN 30 1943

WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

JAN 26 1943

AIR MAIL

Mr. Anthony E. O'Brien
Acting Project Attorney
Tule Lake Relocation Center
Newell, California

Dear Tony:

This will reply to your letter of January 12, 1943, concerning the disposition of cremated remains of deceased persons at the Tule Lake Relocation Center.

We have discussed the establishment of a cemetery at the Center with the Bureau of Reclamation, but no definite arrangements with the Bureau have been made as yet. The problem will be discussed with the Bureau again soon. However, the erection of a columbarium from which the evacuees would remove the cremated remains of their relatives upon their departure from the Center can be undertaken without further clearance from the Bureau. You will be advised as soon as some definite arrangements have been worked out for the establishment of the cemetery itself.

The requirements of Chapter 5 of the California Health and Safety Code are not applicable when a columbarium is built by the United States. Arizona v. California, 283 U.S. 423 (1931). In this case, the Court held that the United States could construct the Boulder Canyon dam, reservoir and power plant without obtaining the approval of the plans by the State Engineer of Arizona on the ground that "The United States may perform its functions without conforming to the police regulations of a State." The Court reached this conclusion even though an Arizona statute prohibited the construction of any dam whatsoever until approval had been obtained from the State Engineer and specifically declared that this prohibition applied to dams built by the United States. See also Oklahoma v. Atkinson Co., 313 U.S. 508 (1940). The principle of Arizona v. California is clearly applicable to the construction of a columbarium.

Sincerely,

Lewis A. Sigler

Acting Solicitor

cc - All Project Attorneys
Edgar Bernhard
Maurice Walk

WAR RELOCATION AUTHORITY
Tule Lake Project
Newell, California

February 15, 1943

MEMORANDUM TO: Division Chiefs and Section Heads

Mr. John M. Hally, Depty Collector of Internal Revenue from San Francisco will be in the Office of the Project Attorney for approximately a month commencing January 16, 1943. He will assist persons residing at this Project, both evacuees and Administrative personnel, in the preparation of their 1942 income tax returns.

Because of the large number of returns to be prepared and filed between now and March 15, I suggest that you contact Mr. Hally at an early date so as to obviate a last minute rush.

Anthony E. O'Brien

Anthony E. O'Brien
Project Attorney

Enough for Caucasian personnel

WAR RELOCATIO AUTHORITY
Tule Lake Project
Newell, California

February 15, 1943

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Because of the large number of returns to be prepared and filed between now and March 15, I suggest that you contact Mr. Hally at an early date so as to obviate a last minute rush.

Anthony E. O'Brien
Anthony E. O'Brien
Project ttorney

MAR 30 RECD

RJM

WAR RELOCATION AUTHORITY

In reply, please refer to:

O. P. A.

Tule Lake Project
Newell, California

March 24, 1943

Indy

AIRMAIL

Mr. Philip M. Glick, Solicitor
War Relocation Authority
Barr Building
910 17th Street, N. W.
Washington, D. C.

Dear Philip:

I am enclosing herewith a rough draft of a proposed operating agreement and rental agreement between the Authority and the Tule Lake Cooperative Enterprises, Inc. There are two or three points that Mr. Elberson and I have discussed which I wish you would take up with Mr. Richardson and see if we cannot get some clarification.

1. The Board of Directors of the Cooperative do not wish to be bound by any unforeseen amendments to Administrative Instruction No. 26. They are not willing to enter into a binding agreement that might place them in an embarrassing situation should the policy toward Consumer Enterprises change. Accordingly, I have suggested a change in the operating agreement which will allow the parties to renegotiate the contract upon amendments being made to the Administrative Instruction and providing that should renegotiation fail either parties might terminate the contract. I think this is a sensible suggestion and would like to get your reaction to it.

2. The Board of Directors object to giving the Authority the right to revise its accounting system from time to time. They have no objection if they have assurance that the accounting would be maintained along cooperative lines. They are fearful, however, that there might occur a situation where people trained in Government accounting, for instance, might be assigned the task of revising the cooperative system. I suggest that this item be left open because I do not feel that there will be any particular difficulty about this subject. Moreover, I am sure that it is a subject that can be successfully ironed out by conference should changes be deemed necessary.

I hate to bring up the subject of appropriate rental of space again. However, the wizards who figured out the rates for space (presumably the same ones who figured out the first rates) neglected to draw any

distinction between a warehouse and retail store. I have always considered it fundamental that warehouse space was obtainable more cheaply than space in retail store located on Main Street. I think sound business practice and elemental common sense substantiate this viewpoint. The retail stores are, of course, made more attractive because they serve the general public. The warehouse need not be made so attractive and necessarily need not be as expensive. I think the matter ought to be considered again and some differentiation be made between rates for the retail stores and the warehouses.

4. Another common clause in all leases, which has been left out of our rental agreement, is the clause covering liability for rent in case of destruction of all or part of the building by fire or other elements. My understanding of the law is that rent is not abated in such cases unless this point is covered in the lease. Fire is an ever present hazard at every project. I do not think we should leave the door open for all sorts of wild arguments in case half of the roof burns off a store building. I would suggest that a clause be inserted covering this point. Such a clause may be found in any standard lease form that I have ever seen. I do not have any lease forms here, but I suggest that you obtain some and make a revision to cover this point.

I am sending this letter airmail with an urgent request that we have a prompt reply in order that we may draft the agreement. The urgency is accentuated by the fact that the Board of Directors here are agreeable to the agreement as outlined herein and I do not want to wait too long or they might change their minds.

Sincerely yours,

Anthony E. O'Brien
Project Attorney

Enclosures

cc: All Project Attorneys

AEO'BRIEN:stt

Tule Lake Center
Newell, California

OPA

MAR 29 44

Mr. Edgar Bernhard
Principal Attorney
War Relocation Authority
Sheldon Building
San Francisco 5, California

Dear Edgar:

The Co-op here at Tule Lake has made application to the State Compensation Insurance Fund, 450 McAllister St., San Francisco, for workmen's compensation insurance. So far, the Co-op has been unsuccessful in its efforts to obtain such insurance. I am enclosing two copies of letters received by the Co-op from the State Fund, which are self-explanatory.

It occurs to me that you may have had some experience with the State Fund, and if you have, I shall appreciate the benefit of your advice.

Sincerely,

Irvin Lechliter
Project Attorney

B

Enclosures

IL/ats
Subj.
Chron.
Desk
3/29/44

Moore

#30.100
CR#69.100
APR 6 RECD

AIR MAIL

APR - 2 1943

Anthony E. O'Brien
Project Attorney
Tule Lake Relocation Center
Newell, California

Dear Tony:

Your letter dated March 24, 1943, asked us to review a draft of a proposed operating agreement and rental agreement between the War Relocation Authority and the Tule Lake Cooperative Enterprises, Inc., and asked us to discuss with the administrative people some changes that you have suggested in the forms for the operating agreement and rental memorandum that were sent to the Project Directors by the Director.

1. The proposal of the Board of Directors to insert a provision in the agreement authorizing re-negotiation of the agreement if the Director should amend Administrative Instruction No. 26 is an interesting one. The language of Section 5 of the agreement seems to go further than merely authorizing re-negotiation if the Instruction should be amended. It provides that the terms and conditions of the agreement "shall be re-negotiated" if the Instruction is amended and provides for cancellation of the agreement by either party if the parties are unable to agree. While this language is not wholly clear, the use of the term, "re-negotiate", implies that the agreement would automatically terminate if Administrative Instruction No. 26 is amended. This would probably require the execution of a new agreement each time Administrative Instruction No. 26 is amended. I assume this was not intended.

Does not Section 10 of the draft agreement, which authorizes the president of the Consumer Enterprises to cancel the agreement at any time by delivering a written notice to the office of the Project Director, take care of the objection by the Board of Directors that some unforeseen amendment of Administrative Instruction No. 26 might embarrass the Board? Under this provision, the president could cancel the agreement if Administrative Instruction No. 26 is amended, and negotiation of a new agreement would then become necessary. If the Board of Directors wishes to be assured that it will be informed of the legal effect of any amendment of Administrative Instruction No. 26 so that it may decide

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whether to direct the president to exercise the right of cancellation provided for in Section 10, the following provision might be substituted for the last two sentences of Section 5:

> "If Administrative Instruction No. 26 is amended, the Project Director, or his authorized representative, will transmit to the Board of Directors of Consumer Enterprises a copy of the amendment and will furnish any information requested by the Board of Directors with respect to the effect of such amendment upon the management and operation of Consumer Enterprises."

2. We have discussed with Larry Collins your statement that the Board of Directors objects to giving the Authority the right to revise the accounting system of the Consumer Enterprises from time to time. It was the intention of the provision merely to assure that an adequate and efficient accounting system will be maintained. Larry has stated that it will be satisfactory to omit the provision authorizing the Authority to revise the system. He has suggested, however, that it would be desirable to add the following sentence to Section 8:

> "The Authority may recommend such changes in the accounting system of the Consumer Enterprises as it shall deem necessary."

3. The fact that some of the buildings occupied by the Consumer Enterprises are used for warehouses and some are used for retail stores was taken into account in fixing the rental rate prescribed by Administrative Instruction No. 26. It is true that a different rental rate usually prevails with respect to warehouse space and retail store space. However, the rental rates for the building occupied by the Consumer Enterprises were not fixed upon the usual commercial basis. The cost of the buildings, the cost of maintenance, and the cost of depreciation, as outlined in Supplement 4, were considered in fixing the rental rate. Some of the warehouses were more expensive than other buildings because it was necessary to reinforce the floors so that they could be used for warehouses. For these reasons, the administrative people feel that the rental rates for warehouses and retail store buildings should be the same.

4. We agree with you that the liability of the Consumer Enterprises with respect to replacement or repair of the buildings in the event of fire should be clarified. The administrative people have indicated that it was their intention that the Authority should replace or repair any buildings that are destroyed or damaged by fire

or other accident, and that the Consumer Enterprises should not be liable for rent while the buildings are not usable. I suggest that the following provision be inserted in the agreement:

> 13. "If any building, or any part thereof, occupied by the cooperative, ~~Consumer Enterprises,~~ shall at any time be destroyed or so damaged by fire (or other unavoidable casualty) as to be unfit for occupation or use, the rent ~~herein provided~~ with respect to such damaged building shall, until the building shall have been rebuilt or reinstated and made fit for occupation or use, be suspended and cease to be payable. The determination of the Project Director as to whether any such building is fit for occupation or use shall be final. Subject to the availability of appropriations for such purpose, the Authority will rebuild or repair such building and put it in as good condition as it was before the fire or other casualty."

If this provision is inserted, the words, "except as herein provided", should be added to the clause in Section 11 ending with the words, "while in the possession of the Consumer Enterprises".

If the Project Director decides to require the Consumer Enterprises to carry fire insurance, the fact that the Consumer Enterprises is not required to replace the buildings in the event of fire should be taken into account in negotiating the first insurance policy. A fire insurance policy is essentially an indemnity contract and recovery on a policy is usually limited to the loss suffered by the insured. It is doubtful that the Consumer Enterprises could recover on a policy merely insuring the buildings. The loss against which the policy is intended to insure should be clearly stated in the policy.

5. I believe that the form of the draft of the agreement which was transmitted with your letter would be improved if the last three paragraphs of Section 11 were combined with Section 2. Section 2 would then include all references to the obligation of the Authority to furnish space and a description of the space that the Authority will furnish.

Sincerely,

Philip M. Glick

Philip M. Glick
Solicitor

MFeatherston:KF
4/1/43
cc: All Project Attorneys
Walk and Bernhard

#30,100

Tule Lake

Schafer

Tule Lake Project
Newell, California

May 28, 1943.

The Editor
San Francisco Chronicle
San Francisco, California.

Dear Sir:

I have just read Mr. Milton Silverman's article on Tule Lake in the Chronicle of Friday, May 28, 1943. I quote herewith two portions of his article:

"This is the well-considered judgment of Tony O'Brien, War Relocation Authority attorney for Tule Lake, a cold-blooded character who personally admires the Japanese somewhat less than a case of bubonic plague."

"O'Brien is no professional booster for the WRA. As a matter of fact, he is resigning. 'At least,' he claims, 'I can talk frankly about the organization'."

I at no time talked with Mr. Silverman other than in the presence of witnesses, including Mr. Larry Davies of the New York Times. I have checked with these persons, excepting Mr. Davies, and they have all assured me that I made no statement that would in any way justify Mr. Silverman's description of my personal feelings toward the Japanese evacuees.

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I have been with the War Relocation Authority since approximately July 1, 1942, and during that time have worked in the Washington office, the Regional office, and at four projects as project attorney. These projects were Manzanar, California; Topaz, Utah; Minidoka, Idaho; and Tule Lake, California. During that time, I have made many friends among the Japanese evacuees and have aided them substantially, I think, in their legal and property problems. I am not hypocritical enough to have done this type of work while nursing a hatred of these people. Where Mr. Silverman ever got such an idea is beyond me.

I have prosecuted Japanese evacuees for violations of law at the projects and I have never knowingly persecuted them. I am leaving the War Relocation Authority to transfer to another agency, not because of my attitude toward the Japanese evacuees, but for personal reasons.

As to the second quotation from Mr. Silverman's article, I may say that I did tell Mr. Silverman that I was leaving the War Relocation Authority and that I did not have to defend that organization in order to protect my job. Nevertheless, I did defend the organization and myself, and others with whom I have talked with placed an entirely different interpretation on the quotation as appeared in Mr. Silverman's article.

I have no desire to engage in a lengthy controversy about this matter, but I, along with other members of the staff, tried to be fair with the reporters who came here, and tried to give them all the information that they asked. Consequently, I think it highly unfair of Mr. Silverman to repay that spirit of cooperation by casting me in a role which I neither want nor relish. It certainly has done nothing to aid me in maintaining my friendship among a good many persons of Japanese descent.

Upon receipt of this letter, my address will be 1450 Greenwich Street, Apartment 202, San Francisco, California.

Very truly yours,

Anthony E. O'Brien
Project Attorney

Schafer

WRA
Tule Lake Project
Newell, California

May 28, 1943.

MEMORANDUM TO: J. O. Hayes
Acting Project Director

FROM: Anthony E. O'Brien
Project Attorney

SUBJECT: Article by Milton Silverman of the San Francisco Chronicle.

I have read Milton Silverman's article in the San Francisco Chronicle of Friday, May 28, 1943. In this article, he attributes certain statements to me and among other things, says:

"This is the well-considered judgment of Tony O'Brien, War Relocation Authority attorney for Tule Lake, a cold-blooded character who personally admires the Japanese somewhat less than a case of bubonic plague."

And further:

"O'Brien is no professional booster for the WRA. As a matter of fact, he is resigning. 'At least', he claims, 'I can talk frankly about the organization'."

Mr. Silverman, together with Larry Davies of the New York Times, talked with me in my office on the afternoon of Tuesday, May 18th. Kent Silverthorne and my secretary, Toshiko Hatamiya, were present throughout the entire conversation. Miss Seemah Battat, also my secretary, was present during the latter part of the conversation. I have checked

with each of these persons and they have assured me they could find no basis in my remarks for the description accorded me by Mr. Silverman, in the first quotation above.

Kent Silverthorne did state that I defended War Relocation Authority policies and did state that inasmuch as I was resigning, I did not have to defend the agency in order to hold my job, and that this statement was the only statement approximating anything contained in quotation two above.

I wish to make it very clear both for the record at this Project and in Washington that I have made many friends among the Japanese evacuees. I am sure that the Solicitor is aware of this fact and I am hopeful that the Director is. I have served at four projects, including Tule Lake, and have rendered what I think was a valuable service to a good many evacuees in property matters and in legal guidance.

If I were the type of person described in Mr. Silverman's article, I would not have served the War Relocation Authority for any time after forming such an opinion. This would mean hypocrisy. I have prosecuted Japanese evacuees for violations of law and I have, knowingly, never persecuted any of them.

I would appreciate it if you will see that Mr. Coverley gets a copy of this memorandum, as well as the Director and Mr. Glick, the Solicitor, in Washington. I am enclosing herewith a copy of a letter which I have today written to the Editor of the San Francisco Chronicle, concerning this matter.

Anthony E. O'Brien
Project Attorney

Tule Lake Project
Newell, California

May 28, 1943.

Mr. Philip M. Glick, Solicitor
War Relocation Authority
Barr Building
17th and Eye Streets
Washington, D. C.

Dear Philip:

I am enclosing a memorandum to Mr. Joe Hayes, the Acting Project Director, and a copy of a letter to the Editor of the San Francisco Chronicle relative to the article appearing in that paper and quoting me, under date of May 28, 1943.

When I first read the article, I prepared a wire, branding certain statements therein as libel and demanding a retraction and correction thereof. Joe Hayes talked me out of it on the ground that such an action may inaugurate a series of repercussions from the west coast newspapers against the War Relocation Authority. I still think I should have sent the wire. He called Mr. Coverley in Washington, and Mr. Coverley concurred with this view. I thereupon prepared the enclosed.

This is certainly a hell of a way to end my connections with WRA. I am sure that you know my attitude on the matter, and that you do not believe the things represented in that article. I would never have talked to reporters in the first place, had not Mr. Coverley instructed the staff to give them all the information they desired. At the time of registration, I purposely refrained from talking to any reporters and referred them to the Project Reports Officer.

For the benefit of the other project attorneys who may figure that they had a viper in their midst, I am sending them copies of this letter as well as my memorandum to Mr. Hayes and my letter to the Editor of the San Francisco Chronicle.

With kindest regards, I am,

Sincerely yours,

Anthony E. O'Brien
Project Attorney

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TL gm

Tule Lake Project
Newell, California

OPA:EE

July 6, 1943

Mr. Philip M. Glick
Solicitor
War Relocation Authority
Barr Building
Seventeenth & Eye Streets, N.W.
Washington, D. C.

Dear Philip:

A rather serious situation has arisen with respect to the center hospital. You may have heard a great deal about it already as I understand complaints and petitions have been forwarded to Washington.

The whole trouble seems to center around the administration of Dr. Pedicord, who is apparently pretty generally disliked by both evacuees and appointed personnel.

Several meetings have been held with Mr. Coverley, concerning the difficulties, but apparently without result. I rather imagine that Mr. Coverley has in mind the substantial local scandal arising out of the so-called "trial and discharge" by the colonists of a former project steward named Filcher. This is purported to have happened during Mr. Shirrell's administration, and apparently caused considerable bitterness among a certain faction of the staff.

Regardless, however, of the merits of the present case, evacuee doctors and dentists are leaving very rapidly for work on farms and railroads. The shortage is becoming serious and something should be done about it. From the reports I hear, the colonists are extremely worried and upset. They are in fact even talking about complaining to the Spanish Counsul.

RSC

P. M.

Six dentists left in a body to work on the railroads and from all reports this action was in the nature of a protest, rather than a normal relocation. As a result all dental appointments (which were three months behind even then) had to be canceled, and new appointments are being made only for emergency work. The attached clipping from the Tulare Dispatch gives a partial picture of the problem.

Sincerely,

Kent Silvertherne
Project Attorney

Enclosure

KS:TH

cc: Field Office

Featherston

#30.100

In reply, please refer to:

WAR RELOCATION AUTHORITY
Tule Lake Project
Newell, California.

August 2, 1943.

Mr. C. Moxley Featherston
Acting Project Attorney
Minidoka Relocation Center
Hunt, Idaho.

Dear Moxley:

We have some evacuees on this project whose father died recently, leaving an estate consisting entirely of money in a Seattle, Washington, bank.

At my suggestion, they wrote to a Seattle law firm for advice as to how they might have to proceed to have the money released to themselves as heirs. I was under the impression that they would have to go through probate proceedings, but from the advice received from the Washington lawyers, it appears that they will only have to fulfill the following requirements:

(a) Waiver of State Inheritance Tax Commission.

(b) Affidavit that there are no creditors, that there is no other property, that there was no will, and a statement as to the true heirs entitled to the money.

23457

(c) A bond of indemnity in an amount sufficient to cover the amount held on deposit, this to be a continuing surety bond, executed by a bonding company.

(d) If there are funeral expenses unpaid, or any other claims against the estate, the affidavit should provide that the bank pay these amounts before the release of the balance. If there have been claims against the estate, which have already been paid, receipts for such payments should be attached to the affidavit.

I discussed this matter with Ed Ferguson who, as you know, is here now, and he suggested that I write to you, inquiring as to how similar estates have been handled from Minidoka. Ed says that he understands that you have handled a number of these matters there.

I am particularly concerned over the requirement of a continuing surety bond. It appears to me that if it is necessary to post such a bond, it would be less expensive to go through regular probate proceedings and have the matter finally closed. Can you enlighten me on this point? Ed is of the impression that no such bond was required in the Minidoka cases.

Sincerely,

Kent.

Kent Silverthorne
Project Attorney

23456

Washington Mutual Savings
Bank

$ 3779 - Ray Tabo

merely wrote letter

$ 3438 86

merely an affidavit
no
name of heir
funeral expenses
paid - ~~[illegible]~~ wrongly
& asked bank to
pay specified claim
agreement &
indemnify

---

personal Surety
in indemnity agreement.

30.108

Spelliter

January 6, 1944

Mr. Kent Silverthorne
Project Attorney
Tule Lake Center
Newell, California

Dear Kent:

This will answer your letter of December 29.

1. We are copying and sending your discussion of the James Yoshiaki Abe case to the Leave Clearance Section for inclusion in his leave clearance docket. What you say is very relevant to the consideration of his case - and on the basis of the information you have presented I doubt very much whether his application for leave clearance will be disapproved.

2. I am also sending to Edgar that portion of your letter devoted to the apparent lack of evacuee knowledge about the evacuee property assistance WRA can give them. The subject of information to evacuees about the property program will be discussed at the San Francisco meeting, and what you have to say should also be said at that meeting.

3. You undoubtedly know by now more of the plans that were worked out with Ray Best in Washington, and I'm sure that you need feel no further concern about our interest in evacuee participation in maintaining a peaceful community at Tule Lake. The Tule Lake policy statement is now in its final drafts, and I shall be glad to discuss with you those policies, their fundamental assumptions, and plans to implement them, when we meet in San Francisco. Incidentally, I'm glad to be able to say that Leland Barrows and I will be spending a little time at Tule Lake after the property conference.

4. There is one sentence in your letter that concerns me and about which I wish you would talk to the Internal Security people. You say that Internal Security arrested and jailed a Caucasian laborer for stealing a few small items of Government property. As you know, the Internal Security officers' arresting authority that stems from

39667

#30.100

WRA permits only the arrest of evacuees in the centers, within the limitations prescribed by our manual provisions on arrest. The circumstances under which they can arrest other persons depends on State or Federal law. Arrests can be made without warrant only under certain circumstances. State law enforcement officers, U. S. Marshals, FBI agents, and certain other officers (not including WRA police) have more latitude than private persons in making arrests. It isn't clear under the facts you describe whether the arrest and detention was made under warrant, whether the culprit was apprehendedin the act, or whether the Internal Security officer arresting the laborer was also a deputy sheriff. I think that you should look into the matter and warn the Internal Security people of the limitations on their jurisdiction to arrest and the possible consequences of false arrest.

5. I have just received a teletype from Edgar saying that stenpgraphic help is on its way to you.

Sincerely,

Philip M. Glick

Philip M. Glick
Solicitor

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UNITED STATES
DEPARTMENT OF THE INTERIOR

TULE LAKE CENTER
Newell, California

April 3, 1946

Mr. Reuben Rosensweig
Special Attorney
Department of Justice, Lands Division
Federal Building
Los Angeles 12, California

Re: U. S. vs. 40 Acres of Land on Terminal Island
No. 2073-H
Your Reference: RR:JW 42-D-202
Parcel 373-C

Dear Mr. Rosensweig:

Enclosed are the Stipulation for Judgment and the Assignment of Award executed by Kane Hamasaki in accordance with your letter of January 2, 1946.

The delay in sending you these documents is due to the fact that Mrs. Hamasaki relocated from this Center at about the same time that your letter was received, and her daughter, who counselled and assisted her in the matter and who remained here at the Center for some time after her mother's departure, was unable to induce her mother to reach a decision until now.

Mrs. Hamasaki resides at Route #1, Box 249-A, Clovis, California, and it will be appreciated if you will arrange to have payment for the award sent to her at that address, as this Center is in the process of liquidation.

Sincerely,

Louis H. Noyes
Project Attorney

Enclosures
cc: Mrs. Hamasaki
chron
desk
subj
Ferguson

Classification of Accounts by Object

07-A OTHER CONTRACTUAL SERVICES

(a) Includes all contractual services not otherwise classified.

Payments to National Park Service for guard service.
Payments to other departments of the Government for percentage services and handling charges.
Payments to other Government agencies for services not elsewhere classified.
Services for sign painting, numbering, lettering.
Cost for using other than War Relocation Authority water, hose, and location for washing cars, etc.
Soil analysis tests, seed analysis tests.
Fumigation of seed.
Services for abstracts, licenses (other than automobile), permits, privileges, etc.
Services for moving structures from one site to another.
Towel rental service; laundry service.
Rubbish, ashes, garbage and snow removal service.
Sewer service.
Fire alarm and clock regulation service.
Storage of goods in other than Government-owned or leased premises.
*Bridge tolls, when not in travel status.
Cost of money orders.
Magazines, pamphlets, booklets, bulletins, newspapers (when not library stock).

(b) Repairs and alterations to buildings, bridges, viaducts, vessels, equipment, and like items, when done by contract, except those which add materially to the value of such property and therefore may be properly considered as capital improvements.

(c) Storage and care of vehicles, except items of this nature incurred in connection with travel and which are therefore classified under "02 Travel."

(d) Services for providing board, lodging, and care of persons; except items of this nature incurred in connection with travel which are included under "02 Travel."

(e) Includes contractual stenographic work, typewriting, and duplicating work, such as multigraphing and mimeographing, as well as photographing, developing, and blueprinting.

(f) Advertising and Publication of Notices.

*When in travel status 02-C

Classification of Accounts by Object

Expendable

08 - SUPPLIES AND MATERIALS

Includes all commodities which are ordinarily consumed or expended within a comparatively short period of time, converted in the process of construction, repair, or manufacture, or form a minor part of equipment or fixed property. Also includes commodities purchased for resale.

(a) Office Supplies, (other than printed forms and letterheads). Mailing Jackets, tubes, tags and tag strings, wrapping, blotting and cover paper (sheets and rolls), blank books, cardboard, and other stationery items.

Handwriting supplies, such as pencils, pencil holders, pencil point protectors, eradicators, desk pads, blotter holders, and rocker hand blotters.

Office devices, such as wastebaskets, desk trays, pencil sharpeners, binders, cardboard filing cases, stencil styli, and lettering guides.

Mimeo ~~food~~ feed pads, amber rolls, extension cords, drawer trays, and drawer space dividers.

Typewriter ribbons, brushes, pads, copying cloths, Ditto and Kopyrite rolls, stencils, and other suppliesfor office devices.

Rubber mats, chair cushions, mirrors (portable) cuspiders, pictures, picture frames, glass wind deflectors for office windows, awnings, shades, and other office furnishings.

Sundry office supplies such as adhesive clips and fasteners, gummed reinforcements, mucilage, pins, twine, packing receptacles, binders, and finger cots.

(b) Crop and Planting Supplies
Includes seed, shrubs, and small trees; fertilizers, chemicals for fertilizing; supplies for seed treatment.

(c) Miscellaneous Supplies and Materials.
Drafting and artists' supplies, and photographic and photostating supplies.

Scientific supplies, such as chemicals for soil testing, other test materials, soil dispersion cups, instrument sheltors, containers for soil samples, crucibles, bottles, jars, piping, tubing, miscellaneous laboratory glassware and enamelware, rain gauga charts and sticks, field books, stakes, arrows, rings, plumb bobs and other surveyors' supplies, also soil test kits and laboratory and surveyors' devices.

Educational supplies, such as commercial reference books, Government specifications, blackboards, and maps (when not mounted for permanent use); also temporary exhibit and display supplies, materials and apparatus.

Cleaning and toilet supplies, including soaps, chemical and mineral cleaners, polishes (auto, floor, stove, etc.), disinfectants, fugicides, germicides, vermicides, insecticides, spray guns (flit, etc.), wiping rags, waste, wire and bristle brushes (including wheel brushes), mops, brooms, buckets, cleaners (flue, window, wood, etc.), paper towels and cabinets; also handles for mops, brooms, brushes, plungers, and other cleaning and toilet supplies.

Materials and parts (Automotive, Tractor and other Equipment)

Commodities including building materials, entering into the construction, repair, or production of supplies, equipment, machinery, buildings and other structures when for stock, or to be used for both force account construction and force account repairs. Includes raw materials, such as lumber products, sand, gravel, cement, reinforcing steel, iron, glass, lime, burlap, fencing, brick, wire, barbed wire, etc.

Construction hardware, including pipe, tees, ells, unions, etc., nails, bolts, screws, hinges, hasps, door locks, wire, etc.

Carpenters', painters', electricians', plumbers', mechanics', etc., supplies, including wiring, cord, sockets, plugs, chain, leather, cloth, rope, paint, whitewash, putty, varnish, shellac, lime, etc.

Explosives

Supplies and materials used both in construction and repair work, including oxygen and acetylene, solder and welding rods, muriatic acid, borax for welding, rubber tape, friction tape, washers, cotter pins, bolts, etc.; demurrage on oxygen, acetylene, etc., tanks.

Garage, shop, and field tools, and devices including hammers, saws, shovels, axes, sledges, augers, tire gauges, tire irons, tire pumps, terminal lifters, flashlights, and flashlight batteries, rules, stencils, brushes, masking tape, line levels, turn-buckles, grass hooks, seed cleaners, sod boards, wood building forms, sand screens, temporary leading docks and devices, sanitary outhouses and latrines (temporary), water barrels (spigoted and otherwise), tin cups, and wagon umbrellas.

Sundry automotive supplies, including alcohol, prestone, solvent, distilled water, brake fluid, soda, exalic acid, and chemicals such as kerosene, varson, etc., for cleaning automotive parts.

Automotive and miscellaneous accessories, including tire chains, tire chain adjusters, towing chains, small tool boxes, temporary truck seats, seat covers and auto curtains, defrosters, red (warning) flags (constructed also when purchased not in set), clearance lights, tarpaulins and canvas covers, truck cover frames, license plates, etc. .

Lubricating supplies for office, shop, and other machines, such as lard oil, castor oil, olive oil, vaseline, graphite, machine oil, etc.

Mechanics' abrasives and polishers, including sandpaper, emery cloth, steel wool, wire brushes, emery stones and polishing stones.

Supplies expended in nursery and seed work, including labels, tags, signs, copper tree plates, forester, grape, and other nursery stages, burlap and paper sacks, cartons for seed storage, etc., binder twine, bailing wire, etc.

Sundry supplies and materials including cans, spigots, oil faucets, molasses, gates, refills for fire extinguishers (sulphuric acid, sodium bicarbonate, carbon tetrachloride, etc.), refulls for dust respirators, ice, sacking needles, creosote, road oil, stove boards, coal hods, pokers, signs, all keys, key rings, wearing apparel, household supplies not elsewhere classified, packing receptacles and packing supplies (for shipping), mouse and rat traps, paper cups and napkins, paper cup dispensers, light bulbs and fuses, type, medical supplies, veterinary supplies, and fuel supplies, including coal, wood, kindling, fuel oil, distillate, kerosene, gasoline, gas (in cylinders for fuel).

Forage and other supplies for animals, including bedding (straw, etc.), horse shoes, hoof pads, and collar pads.

(d) Motor Equipment Petroleum Supplies

Gasoline, lubricating oils and greases, (including credit card purchases), used in the operation of Government owned passenger cars and trucks when not in travel status, or used by field motor equipment such as tractors, air compressers, pumps, etc.

(e) Provisions.

Meats, fish and fowl, dairy products and cereals, fruit and nuts, vegetables, condiments, flavors, pickles, sugar, products, lards, fats, vegetables, oils, etc.

(f) Transportation charges, including parcel post, and all items within this classification are properly chargeable if paid by the vendor.

Classification of Accounts by Object

09 - EQUIPMENT

Non-Expendable

Includes machinery, implements, tools, furniture and fixtures, livestock (other than that purchased for slaughter), armaments, vehicles and other apparatus, which adapted to continuing use without material impairment of their physical condition, and which it may be expected will have an extended period of service.

(a) includes the original cost of passenger-carrying vehicles and equipment intended for use in connection with the operation of the vehicle, whether for comfort, safety, or other purpose.

(b) Includes the following equipment installed on passenger cars not previously equipped; heaters, extra gas tanks, oil and water containers, governors, defrosters, seat covers, spare tires and wheels, automotive tools.

(c) Accessories to trucks are charged to account 09 only when they meet the following two requirements; (1) must be permanently (not just firmly) attached to the truck, never to be removed, and (2) must increase the asset-value of the truck so that a higher trade-in value is made possible thereby.

(d) All office equipment, including buzzer systems installed and owned by War Relocation Authority.

All office furnishings, including venetian blinds, carpets, water coolers, etc.

(e) Educational and Scientific Equipment.
Books, magazines, pamphlets (for library stock), maps (mounted for permanent use), mounting boards, blackboards, (portable), bulletin boards, permanent exhibit and display apparatus and equipment, herbarium cases, soil display boxes and racks, soil profiles, and other educational equipment.

All photographic, blueprinting, etc., equipment.

All drafting and drawing instruments.

Other scientific equipment, including lysimeters, rain and snow gauges, and various kinds of gauges for measuring water flow, sedimentation, etc.; soil sample boxes, tubes, soil bridges, banol fans, soil testers, scientific stoves and burners; silt boxes, silt sampling devices, collection and storage tanks, etc., steel tapes, mending outfits, metal burettes, meters, clocks and other instruments of precision.

(f) Heavy field equipment, including tractors, terracers, plows, scrapers, seeding machines, cultivators, harrows, air compressors, water pumps, rock crushers, pile drivers, road diggers, scarifiers, cement mixers, etc.

(g) Other equipment, including horses, mules, harness, saddle bags, houses, stalls and storage rooms constructed in portable sections, small portable tool sheds, inter-changeable cabs for tractors, stake bodies, tool boxes, truck seats, platform scales, milk and cream scales, metal building forms, sieve shakers, wheelbarrows, hand trucks, gasoline pumps, storage tanks, (except temporary), diesel fuel tanks, etc.

Air compressors, hoists, anvils, forges, hydraulic grease guns, and adapters, alemite loaders, spring sprays, etc.; mounted grinding stones and wheel brushes, handsaw jointers, speed indicators, screwplates, circular saws, tire racks, tool boxes and bins, cabinets, and auto wash and grease racks.

Includes such miscellaneous equipment as trailers, motorcycles, seed triers, probers, and samplers, seed bins, suitcases, carrying cases, brief cases, leather envelopes, zipper cases, trunks, spare truck tanks when not permanently attached to trucks, wax melters, blue pots, (electric), air conditioning units, laundry, and other cleaning equipment, fire extinguishers and other fire fighting and preventing implements, flagstaffs and hoist flags.

Heaters, defrosters, governors, spare wheels, oil and water-containers, automotive tools, jacks.

Tents, portable houses, water coolers, and other equipment for convenience and comfort.

(h) Transportation charges when paid by the vendor.

LANDS AND STRUCTURES

10-A ACQUISITION OF LAND AND INTEREST IN LAND

(a) Includes all expenditures for land and interests in lands in the nature of capital outlays as distinguished from current expense accruals, including freeholds, long-term leaseholds, easements, and water rights for which capital outlays are made.

10-B ACQUISITION OR CONSTRUCTION OF BUILDINGS AND STRUCTURES, AND ADDITIONS AND ALTERATIONS MATERIALLY ADDING TO THE ORIGINAL VALUE WHEN SECURED UNDER CONTRACT

(a) Buildings and Other Structures: The acquisition or construction of buildings and structures, and additions and alterations materially adding to the original value when secured under contract.

(b) Non-Structural Improvements: Includes improvements of land, such as landscaping, fences, sewers, wells, reservoirs, when secured under contract.

(c) Fixed Equipment: Includes fixtures and equipment which become permanently attached to or form a part of buildings or structures, such as elevators, plumbing, power plant boilers, fire alarm systems, lighting or heating systems, generators, and air conditioning and refrigerating systems secured by contract, including cost of installation.