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Evacuee Property Final
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REPORT OF
EVACUEE PROPERTY SECTION

RELOCATION CENTER
RIVERS, ARIZONA

TO

the hope that never again will it become urgent
to uproot and forcibly to eject a people from
their homes and birthright on the pretense of
military necessity.

ACKNOWLEDGMENT

A history of the Gila River Evacuee Property Office would be a shallow one indeed if it failed to confess a debt of gratitude to its evacuee employees, all of whom gave lavishly of their loyalty and talent.

Mich Yamamoto, Fred Kobayashi, John Ura, John Morooka, Shig Yamamoto, Tom Nagamatsu, Mas Oishi, Terry Kanemoto, Amy Morooka, Helen Kimura, Kinbashi Shibuya and many others are given a full measure of credit. It is enough to say that they were conscientious in serving the needs of their fellow men.

This report would also be remiss if it neglected to include mention of its appointed staff. Marlowe Bemis, Assistant Evacuee Property Officer, who came in the spring of 1945, not only brought a fine mind to the Section but he was gifted with the patience and tact so essential in dealing with Office clientele. It was always a comfort to the Evacuee Property Officer to know he had someone to turn to for consultation and suggestion.

Catherine Hutcheson and later, Edith Dowin, clerk stenographer, were invaluable in setting up and maintaining good office practices and keeping the many files on a current basis. They were both experienced, competent girls who relieved the Evacuee Property Officer and his Assistant of many routine tasks.

FOREWORD

No effort has been made to transmute
gray or even golden pictures
into colorful portraits.

INTRODUCTION

The Gila River Center Evacuee Property Office opened with the arrival of an Evacuee Property Officer in March, 1943--nine months after the first group of evacuees reached the Center.

This lapse of time, or perhaps lapse of thinking, was not without its consequences. Evacuees had landed at the Center clutching the greatest assortment of bad leases, unenforceable agreements, loosely-drawn powers of attorney and lurid financial gee-jaws the world has ever seen. They had been sucked in by every sharper and badgered by every curb-stone operator on the West Coast. Their property holdings and investments were being subjected daily to every known tort and conceivable criminal hocus-pocus on the statutes. And their rights and interests were being violated and abused without mercy, and certainly without fear of discovery or penalty. Yet there was not a single person on the Center, until the Project Attorney arrived in November, 1942, who was qualified and authorized to assist evacuees in these matters. His coming gave some relief, but by now there was a three months backlog of cases, and, furthermore, the Project Attorney had many other duties and responsi-

bilities at this time.

An immediate result of this state of affairs was to push the button for a field day on the West Coast. All the migrants, Oakies, Arkies, Southern Negroes and anti-Japanese citizenry in the state, so minded, quickly discovered they could overrun evacuee holdings with impunity. These trespassers and tortfeasers were not a little aided and abetted by the laissez-faire attitude of state law enforcement agencies which, more often than not, found it convenient to be elsewhere while the bull was being gored. Consequently, the tardy opening of an evacuee property program had the same effect as closing the barn door and going to look for the horses.

A second consequence was the financial loss suffered by evacuee business men for lack of attention to their interests. Right or wrong, scores had believed detention would be only temporary. Therefore, they had left their property and businesses in standby condition in full expectation of a quick return. Others had listened to the soothing verbiage of WCCA personnel which glibly promised, "The government will look out for your property." The more philosophical simply kicked the door shut and departed. Most all had left financial commitments hanging fire. Crop contracts needed re-negotiating; conditional sales contracts

were souring; and open book accounts were going stale. Time was of the essence in these matters, yet the evacuees could only stand around and paw the ground.

A third result was the evacuee commenced to lose faith in the Great White Father at Washington. He noticed all sorts of starry-eyed social workers, missionary reformers and nostrum dispensers running around the camp, but, being a realist, he was not looking for them. He searched in vain for somebody who could talk dollars and cents in an intelligent manner. There was one answer--"We have lost everything, so let's be Japs." It did not take much brooding in family councils to tip the scales in that direction--repatriation or expatriation was the echo. The less resolute rebelled in other ways--"No-No" answers to questions 27 and 28, and anti-social conduct on the Center.

In any event the bird was pretty well picked by March, 1943, when the Center Evacuee Property Office opened with a single allocated position. A little more vision, or perhaps a deeper analysis of the problem, would have shown that one man was totally inadequate effectively to attend the needs of 14,000 evacuees making up 4,000 to 5,000 family units. They all had property problems, and certainly no other group had ever succeeded in becoming involved

in the multiplicity of complex and complicated entanglements that they did.

Not only was the Japanese, generally speaking, a slipshod business man but he often did his business by old world methods. He failed to reduce important agreements to writing. He seldom solicited legal advice until completely in the wringer, and, worst of all, he trusted everybody with a faith that had always been his most expensive fault.

During its existence from March, 1943, to the close of business November, 10, 1945, the Evacuee Property Office opened a total of 1156 cases to render evacuees property assistance. These divide into five groups:

| DESCRIPTION | NUMBER |
|---------------------------|--------|
| A. General | 636 |
| B. Sale of Automobiles | 252 |
| C. Sale of farm equipment | 71 |
| D. Contraband | 152 |
| E. Miscellaneous | 45 |
| Total | 1156 |

It would be neither appropriate nor contributive to discuss these cases individually; however, some were of special interest and are given incidental mention in succeeding chapters. However, it may be unfair to single out and refer to any of them coldly as having "special interest." They were all interesting to the

individual concerned, and, for the most part, they were of vital and tragic interest.

GENERAL CASES

| I. Collections | Number Opened | Ass't Given | Unable to Assist | Request Withdrawn |
|------------------|------------------|----------------|------------------------|----------------------|
| Old accounts | 37 | 17 | 13 | 7 |
| Promissory notes | 21 | 12 | 8 | 1 |
| Life insurance | 23 | 16 | 4 | 3 |
| Fire insurance | 9 | 3 | 5 | 1 |
| Refunds | 17 | 13 | 4 | 0 |
| | — | — | — | — |
| TOTAL | 107 | 61 | 34 | 12 |

Japanese, as a group, are probably the world's most credulous and careless business men. Open book accounts, more likely than not, would be completely unintelligible, and, usually, required the assistance of the wife and all the children to piece out the story and secure the facts. Often evidences of indebtedness consisted of unassembled sheets of paper with Japanese characters and English figures scrambled around. Promissory notes were on the backs of envelopes and ragged pieces of paper--undated and unwitnessed. In one case an evacuee exhibited a promissory note in his favor for \$350. It had been executed on a piece of paper one inch wide, torn from a schoolboy's writing tablet. Yet too much

criticism is uncalled for as all evacuees were bewildered, harassed and hurried prior to evacuation to Assembly Centers, and they did not know whom to trust or which way to turn. That they came through with anything tangible is worth mentioning.

Little attention was paid to insurance policies. In every case, without exception, where the policy matured, the company had to run down the insured. Usually the policy had matured months or years ago, and the company was just catching up to him.

The cash surrender value of lapsed policies was often overlooked. Premium payments had been discontinued at the time of evacuation, and many had forgotten this equity. It was not until the Welfare Department began probing finances to determine eligibility for Resettlement Assistance that this asset was brought to light. In two cases the husband died suddenly leaving the wife and family completely unaware of insurance benefits. In both instances the office secured substantial sums on these lapsed policies. On one the insured had borrowed money on his policy and returned the instrument to the company. No premium had been remitted since 1942. The wife thought her husband had had a policy but she had never seen it, and had no idea what company carried it. On going through his papers some old premium receipts were discovered. The company was

contacted, and within two weeks she had a check for \$1800.

| II. <u>Bank transactions.</u> | Number Opened | Ass't Given | Unable to Assist | Request Withdrawn |
|-------------------------------|------------------|----------------|------------------------|----------------------|
| Claims vs. Sumitomo | 38 | 21 | 14 | 3 |
| Claims vs. Yokoyama | 50 | 35 | 15 | 0 |
| Extract safety box contents | 39 | 35 | 2 | 2 |
| Transfer accounts | 28 | 25 | 0 | 3 |
| Blocked accounts | 4 | 3 | 1 | 0 |
| | — | — | — | — |
| Total | 159 | 119 | 32 | 8 |

Evacuees hesitated to talk about balances in the Sumitomo and Yokohama Banks. Apparently they hesitated to couple their names with these accounts for fear it would lead to complications, and, not until the early months of 1945 did they begin making inquiries. Yen certificates puzzled many. The older Isseis particularly could not understand why these certificates were not worth as much now as the day they bought them.

One old lady had the courage of her conviction. She had put up yen certificates as collateral for a \$1160 loan from the Sumitomo Bank. This was in 1938. Of course, when a Conservator was appointed for the bank he began to press the old lady for payment. She came to the office with her troubles and was advised that, as she was judgment proof, she might as well forget the whole thing for the time being and let the Conservator keep

her certificates. No sirree! She wanted them back. Several weeks later they came through the mail for delivery to her. It was learned later that she had gone out and borrowed money to retrieve them. Interestingly enough, the Japanese fortunes of war were well on the down grade at this time (June, 1945).

Extraction of safety box contents was always a tedious task. Keys had been misplaced; rent had not been paid; or the individual was a blocked national. In addition, some banks stood strictly on ceremony and required all matter of forms, powers of attorney, authorizations and witnesses before entry could be made. Others seemed to be glad to get rid of the account and went to any limits to accomplish the desired result.

| III. <u>Sales</u> | Number Opened | Ass't Given | Unable to Assist | Request Withdrawn |
|---------------------|------------------|----------------|------------------------|----------------------|
| Personal property | 19 | 8 | 6 | 5 |
| Commercial fixtures | 37 | 16 | 10 | 11 |
| Real property | 42 | 21 | 12 | 9 |
| | — | — | — | — |
| Total | 98 | 45 | 28 | 25 |

Sales of personal items presented unusually complex problems. Often the goods had been stored in somebody's basement or left around with several different custodians. Not uncommonly, someone had converted the property to his or her own use. Frequently the articles offered for

sale were either not of good quality to start with or had deteriorated so badly that they would not fetch prevailing values. Others had leased their house furnished and then attempted to sell items of furniture from under the lease.

The most unorthodox case in this group, and what, at the outset, promised to be the most interesting, was that of the evacuee who offered a life-sized hand-carved Buddha for sale. It was stored in a private museum at Los Angeles. The owner represented it to be many centuries old and having great value. He had all sorts of pictures of the object, and it gave high promise of being quite a proposal. However, the museum curator and custodian soon punctured the owner's hopes. To an inquiry he replied in part, "We are holding...a life-size figure of a Japanese god Fudo...The figure is ancient and certainly valuable, but much of its value is probably intrinsic...The image is of ferocious appearance...and too large for the average home."

Commercial property and fixture sales were not overly successful. Age, hard use and inferior quality were contributing factors, but the greatest element was vandalism. There seemed to have been an open season on Japanese-owned commercial property and fixtures. Many evacuees had merely locked the door of their establishments--leaving the keys with no one and

delegating custody to no one. Consequently, the property had been vacant and unattended for over a year-- March, 1942, to April, 1943--before being opened for inspection. It was not rare to find the place gutted and in shambles. Even when something tangible was found to sell, frequently the owner could not furnish a satisfactory bill of sale as, quite often, enterprises included a silent partner. There is one file almost an inch thick pertaining to negotiations covering the sale of "one gray mare approximately 12 years old named paisy." It took a year to find "Daisy," identify her, prove title, and execute the sale. There was some fear Daisy would die or stray before the deal could be consummated.

Sales of real property were touchy. In practically every instance the Alien Land Laws had either been openly violated or secretly bypassed. Consequently, title insurance companies were gun-shy about insuring title. There is reason to believe some prospective purchasers used this factor to beat down the price. All were aware the Japanese owners were skating on thin ice and cases are known where the sale was consummated without title search. The purchaser obtained the property at a low price and could, therefore, afford to risk a cloudy title.

One case in particular had a bad tone. The Alien Land Law had clearly and prima facie been violated. Yet in the face of this a title company issued insurance without a murmur. The land in question was in a potentially high class suburban district, and it is known that adjacent owners were anxious to get the property out of Japanese hands. However, it is a mystery how the title company was brought around to cooperate so fully.

| IV. <u>Insurance</u> | Number Opened | Ass't Given | Unable to Assist | Request Withdrawn |
|----------------------|------------------|----------------|------------------------|----------------------|
| Change beneficiary | 2 | 2 | 0 | 0 |
| Loan on insurance | 1 | 1 | 0 | 0 |
| Secure insurance | 6 | 6 | 0 | 0 |
| | — | — | — | — |
| Total | 9 | 9 | 0 | 0 |

| V. <u>Landlord-Tenant</u> | Number Opened | Ass't Given | Unable to Assist | Request Withdrawn |
|---------------------------|------------------|----------------|------------------------|----------------------|
| Property management | 13 | 10 | 0 | 3 |
| Eviction of tenants | 19 | 8 | 8 | 3 |
| OPA adjustment | 1 | 1 | 0 | 0 |
| Rental of homes | 8 | 8 | 0 | 0 |
| Property Leases | 13 | 8 | 5 | 0 |
| Crop settlements | 2 | 1 | 1 | 0 |
| | — | — | — | — |
| Total | 56 | 36 | 14 | 6 |

These cases were always difficult. Property owners either had no agreement, loosely drawn agreements, or else iron clad contracts that would do credit to a Philadelphia lawyer.

Property management cases usually involved the neighbor across the road who was taking care of the land and conveniently absorbing all the profits. Often there was no written agreement but just "I told him to take care of it for me." An outstanding case concerned a written share crop agreement where the owner was to receive 10 per cent of the net for all fruit marketed through a specified fruit association. The farm comprised 51 acres of bearing orchard. The owner's share, under the agreement, for 1942 and 1943 amounted to around \$350 each year. He did not fuss about the size of his share but, in April, 1945, he complained he had not received any crop payment for 1944. Actually what the tenant did was to market a substantial portion of each year's crop through another grower, or through another association. By this method the tenant used the association unwittingly to cover up his sharp practice. Their books were in order and clearly showed a 10 per cent remittance of the net of all fruit handled but, the joker was, it did not handle all the fruit produced on the farm.

The irony of this case was its outcome. The evacuee received no payment for 1944 because of the conditions mentioned above. The share crop contract was up for

renewal, and the evacuee was advised not to renew it for two reasons: (1) it was both unfavorable and contained the large loophole previously mentioned; (2) the evacuee should plan to return to his property as the Center would be closing in a few months. He went directly against this advice and renewed the contract. As a result, when Canal Camp closed three months later he had no place to go. The owner's daughter confided to the EPO that her father was afraid to return and wanted to dispose of his holdings. He, by the way, was not in violation of the Alien Land Law as the land had been purchased around 1909. Probably it would be safe to estimate that profits on this farm averaged \$10,000 per year. The evacuee's share came to \$350. Ordinarily, under a good cropping contract, he should have received ten times that amount.

Lease agreements were very discouraging. In many cases the duration of the lease was both vague and subject to various interpretations. "To the end of the war," "for the duration," "until peace is declared" are a few examples. One specified the agreement would run "until a treaty of peace shall have been signed between the United States and the Imperial Japanese government." Surprisingly enough, a great many leasees did not try to hold lessors to the strict terms of the instrument and were quite fair in bringing the agreement to termination. They usually demanded adequate notice and reim-

bursement for work and expenses during the current crop year.

Eviction of tenant cases were a headache. Most evacuees, not being familiar with OPA regulations, had no conception of the red tape and legal hocus-pocus necessary to secure possession of their property. A startling number failed to remember the name of their tenant as collections were being made by neighbors. In some instances it was not even a tenant but only a squatter and trespasser.

Practically none had registered with OPA Rent Control. In most cases the property was held in the name of a son or daughter who had already relocated eastward and did not contemplate living in the dwelling. Others were held by sons in service overseas, and it was almost impossible to secure their signatures to eviction notices. One owner in name, a soldier, had been killed in action. Unfortunately, this soldier's parents held his power of attorney which was, of course, valueless on his death. However, this was an exception as seldom did the parents hold adequate attorney in fact rights from their sons and daughters.

| VI. <u>Estates</u> | Number Opened | Ass't Given | Unable to Assist | Request Withdrawn |
|--------------------|------------------|----------------|------------------------|----------------------|
| Disposal of ashes | 3 | 3 | 0 | 0 |
| Deceased persons | 6 | 5 | 1 | 0 |
| Guardianship | 1 | 1 | 0 | 0 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| Total | 10 | 9 | 1 | 0 |

There were two unique cases among these. One involved the estate of a resident who died intestate and without heirs. The value of his estate has not yet been determined, but it must run to \$75,000 or \$100,000. Paradoxically the old codger had hoodwinked the Welfare Section into giving him relief assistance. However, they can't be too severely censured as the entire block where he resided had been donating him clothes, cigarettes, razor blades, &c., ever since his arrival from Jerome.

The old duffer was pretty foxy and apparently a good business man. He left some 8000 shares of stock in 50 odd corporations and it was all gilt-edged. A little over \$15,000 was left in savings accounts and \$1700 in a checking account. Yokohama Bank fixed deposit certificates amounted to \$3700. Thirty or forty uncashed dividend checks, months old, were found among his papers. However, there was not a sign of a government welfare check. Apparently he had cashed them as he received them. He had some prestige too. A great deal of correspondence was found from various banks and corporations

with which he did business. These letters were all signed by vice-presidents, presidents, board-of-director chairmen, &c. There were no flunkies or clerks corresponding with him.

Apparently, no one in the Center was aware of decedent's opulence before his death. However, the news spread fast. No fewer than six persons, claiming relationship, were banging on the door of the Property Office within 24 hours, but all decided to withdraw their claims when they discovered relationship would have to be proven. At least one man is happy about the old Croesus. He is the Los Angeles county Public Administrator who is probating the estate for the benefit of California.

The guardianship case had a fascinating point. In the guardian's report to the Probate Court for one year he showed, among other assets, real property appraised at \$17,000. This was all right except that buildings on the property had burned to the ground during the year. Actually the property had been appraised by the California Appraisal Service at \$5,000. The evacuee was advised to petition for a change of guardians but he failed to do so.

| VII. <u>Property Acquisition</u> | Number Opened | Ass't Given | Unable to Assist | Request Withdrawn |
|----------------------------------|------------------|----------------|------------------------|----------------------|
| Eminent domain | 12 | 7 | 5 | 0 |
| Terminal Island | 5 | — | 5 | 0 |
| | — | — | — | — |
| Total | 17 | 7 | 10 | 0 |

The only quarrel here is with the Terminal Island cases. Without doubt the Navy had a lot more to do than worry about reimbursing Japanese squatters and trespassers who were booted off Los Angeles Harbor property after Pearl Harbor. However, they could have been more methodical in their bookkeeping. Quoting from the Navy Department Civil Engineer in charge: "No record or inventory was ever made of the evacuee property used or disposed of by the Navy Department for the reason that it appeared to be abandoned; nor was any record made of the articles stored in the Tuna Street Building...Salvageable furnishings and equipment...were stored in a vacant building on Tuna Street, Terminal Island, where they remained about three months when it was learned the building had been broken into by persons unknown and most of the things stolen."

This was fine talk for an agency which ordinarily counts every marlin spike with meticulous care and requires that everything have a place and be in its place. Nor will the ridiculous statement that the warehouse was broken into by persons unknown hold water. Terminal

Island was too closely guarded for that. Certainly there were enough custodians, guards, MP's, &c., to have both seen and heard anyone banging down a warehouse door in the area. Where did the Navy get the idea it was abandoned? If it did not know, it should have known the conditions under which evacuees were moved from their homes on the Island.

| VIII. <u>Personal Services</u> | Number Opened | Ass't Given | Unable to Assist | Request Withdrawn |
|--------------------------------|------------------|----------------|------------------------|----------------------|
| Delivery of checks | 9 | 9 | 0 | 0 |
| Debt adjustments | 14 | 5 | 5 | 4 |
| Bond redemptions | 13 | 13 | 0 | 0 |
| Release of attachment | 1 | 1 | 0 | 0 |
| Exchange of stock | 4 | 4 | 0 | 0 |
| Lift foreclosure | 1 | 1 | 0 | 0 |
| Delivery personal effects | 14 | 14 | 0 | 0 |
| Power of attorney | 25 | 25 | 0 | 0 |
| Adjust tax payment | 13 | 10 | 3 | 0 |
| | <hr/> | <hr/> | <hr/> | <hr/> |
| Total | 94 | 82 | 8 | 4 |

This group held little interest and involved mainly routine matters. Yet there was one unusual request. An evacuee suddenly remembered that he had had some War Bond deductions taken from his pay checks in World War I. At the time he had been an employee of a mid-western railroad. He now, at this late date, claimed the bonds had not been delivered. The railroad company was contacted, and sure enough, after

dusting off old files, it found a record of the evacuee's employment and entries showing the deductions. Unfortunately, for the evacuee, the books also had his signature indicating delivery of the bonds had been effected.

| IX. <u>Unclassified</u> | Number Opened | Ass't Given | Unable to Assist | Request Withdr'n |
|---------------------------------|------------------|----------------|------------------------|---------------------|
| Treasury licences | 17 | 12 | 4 | 1 |
| Fire investigation | 6 | 5 | 0 | 0 |
| Alien Property Custodian | 12 | 12 | 0 | 0 |
| Property theft investigations | 35 | 20 | 12 | 3 |
| Real property investigations | 10 | 8 | 1 | 1 |
| Property release from custodian | 2 | 2 | 0 | 0 |
| Transfer of title | 4 | 4 | 0 | 0 |
| Total | 86 | 64 | 17 | 5 |

Investigation of personal property thefts consumed a great deal of time and the difficulty was accentuated by the fact that, in most cases, the trail was cold. Evacuees had mostly forgotten their personal property left in California and took the position that if anything was left they would be surprised and if nothing remained they would not be disappointed.

However, the welfare Section, at this time, began bearing down pretty hard on applicants for Resettlement Assistance. Evacuees then started to remember that they had left all sorts of property with neighbors, in barns, backrooms and

other likely places, but friends had written them that it was gone. In many cases the alleged thefts had been known a long time but for some reason they hadn't reported it. Others were not sure how much property they had, and some couldn't even remember where it had been left. Undoubtedly a few made their stories from whole cloth as this looked like a good chance to recoup some of their losses.

AUTOMOBILE CASES

The Evacuee Property Office opened 252 files to assist evacuees in disposing of their cars. One hundred and seven sales were effected, bringing \$53,891 to the owners. Unquestionably a great many more were handled by the owners without help from the Property Office.

Most sales were consummated in the spring of 1943, or about a year before ceiling prices were placed on used cars. Looking at these sales generally, and the prices the cars fetched particularly, one is led to believe a bad selling job was done by WRA representatives. In 1943 there was a great demand for transportation of any kind and offering prices were very high. Consequently, it is difficult to understand how West Coast Property Officers could so consistently fail to secure going values on this property. Evacuee cars had been in storage for only a year, so deterioration would hardly account for the difference. Whether it was lack of effort,

lack of man power, or lack of time is a moot question. However, the fact remains, and it is completely substantiated by the records, that the selling prices obtained were off color. Included below are some examples taken at random from the files. The ceiling price is the July 1, 1944, quotation, which would make cars of the model mentioned a year older and presumably of less worth than when sold by WRA. Furthermore, when OPA put the lid on it hammered down all prices considerably.

| Year Model | Make | Selling Price | Ceiling |
|------------|-------------------------|---------------|---------|
| 1940 | Dodge 4-door Sedan | \$ 800 | \$ 880 |
| 1938 | Chevrolet Tudor | 410 | 510 |
| 1937 | Dodge 4-door Sedan | 300 | 530 |
| 1940 | Plymouth Sedan | 625 | 720 |
| 1938 | Buick Century Sedan | 600 | 965 |
| 1941 | Chevrolet Sport Sedan | 800 | 915 |
| 1938 | Buick 8-4 door Sedan | 400 | 1270 |
| 1937 | Nash Sedan | 400 | 565 |
| 1939 | Plymouth Coupe | 520 | 635 |
| 1941 | Chrysler Winsor Sedan | 1200 | 1325 |
| 1938 | Oldsmobile 4-door Sedan | 465 | 705 |

Unfortunately, many evacuees disposed of their cars before leaving for Assembly Centers. They had been haggled by Los Angeles Jews and other opportunists so vigorously that they sold them for only a fraction of their value. This particularly applied to equity holdings. Shady finance companies, and some

that were not so shady, who held evacuee paper, put a terrific squeeze on equity holders. In many cases they secured title and possession for ridiculously low sums. Others did not have to advance anything for the evacuees just allowed repossession to take place.

FARM EQUIPMENT CASES

Seventy-one cases were opened to assist evacuees in disposing of farm equipment. Seventeen sales were satisfactorily handled for a total value of \$45,506.

Generally speaking, evacuee farm equipment offered for sale was not in top condition. It had been used hard by the owner, and often implements were criticized by prospective purchasers on account of poor care. Furthermore, quite a few owners had left their farm machinery exposed to the elements at evacuation so rust and other deterioration further helped to pound down the sale price.

However, by far the greatest hurdle was thievery, conversion, vandalism and cannibalization. The blame for this must rest with the Government for its failure to secure property rights simultaneously with human rights. Evacuees lost many thousands of dollars and a great deal of property as a result of this oversight. Farm equipment was impossible to buy on the retail market, and consequently this

apparently abandoned and unprotected property was an easy mark for anyone badly in need of equipment. The rental value of farm implements misappropriated would total a small fortune.

There was also a lot of high pressure, or rather shady, pressure placed on farm equipment owners. Buyers held the threat over evacuees that certain federal agencies would pick up their idle equipment and dispose of it if they did not sell or lease same. There was an element of truth in this, and this Office was never quite satisfied with some of the doings of Department of Agriculture representatives.

CONTRABAND CASES

The Property Office handled 152 cases pertaining to the surrender of contraband prior to evacuation. If it could be called a program, the handling of contraband was probably the most confused and badly managed part of the pre-evacuation era. Far too many law enforcement agencies participated in the impounding of Japanese-owned contraband. FBI, U.S. Marshalls, State Police, County Sheriff's Offices and City Police were a few. Suffice to say they had a Roman holiday, particularly County and city officials.

A great deal of evacuee contraband was picked up by County and city agencies for which they issued the most

amazing receipts on record. Some were not signed by the receiving officer; others failed to describe the property confiscated; and a large number failed to indicate the agency making the repossession. As near as can be learned all this property was stored originally in city hall basements, police station ante-rooms and other convenient places. Later it was moved around to various agencies--U.S. Marshall, FBI, and finally WRA took over what was left. Consequently, it is little wonder no one could find the desired items when a receipt was presented in due form.

It has been reported by persons who saw some of these contraband storage rooms that everything was just thrown in a pile--guns, radios, cameras, spotlights and whatnot. Nothing was identified and no inventory remained. One county Sheriff frankly admitted his deputies had helped themselves to contraband left in his custody. As most of them had since left his service he offered little optimism in tracing the items or catching the culprits.

This part of the pre-evacuation program had nothing to recommend it. Property confiscations were carried on in haphazard fashion, improperly directed, and with complete disregard of bailor-bailee relationships. Although it is some comfort to know WRA did not administer this program, yet it will probably have to burden the blame for WRA must placate irate owners whose property has vanished from some small town cop's backroom.

MISCELLANEOUS CASES

There were 45 cases of unclassified types handled in the course of operations. They were concerned mainly with routine matters such as inspections and investigations of farm equipment; locating former employees, &c. In each case satisfactory assistance was rendered.

EVACUEE PROPERTY SHIPMENTS

The movement of evacuee property from the Center did not reach volume until some months after announcement of the post-exclusion program. True, there were relocations each week but not enough to cause alarm, and a small crew of evacuee workers kept things moving on schedule. Full credit must be given the Washington Office for its foresight in planning this part of the program and for the helpful recommendations and suggestions it offered.

Prior to the opening of California there was no central crating bureau. As families prepared to relocate they made application to the Evacuee Property Office for crating material. Lumber and nails were then issued over a requisition and against the relocatee's receipt. His departure date was noted in the follow-up file, and on the morning of that day his property was picked up, weighed, a Bill

of lading prepared and the goods transported by WRA Equipment to the Chandler railhead.

This system did not work well even with the small volume being handled. There were too many sections mixed up in it. The Evacuee Property Office issued the requisition for lumber; the Engineering Section issued the materials and the Evacuee Property Section hauled them; the crated property was picked up by Evacuee Property; the Supply Section issued the Bill of Lading over the Evacuee Property Offices requisition; and the Transportation Section hauled the property to the railhead over a Transportation Request signed by the Evacuee Property Officer.

Everyone was completely worn out by the time all this red tape had been waded through. It went by jerks and spurts. If everyone was not going the same way at the same time the chain broke and with it the system.

However, with the Director's warning to streamline the process in anticipation of a greatly increased flow of shipments, several modifications were effected. Most important was the Engineering Section's agreement to set up and operate central crating bureaus in each camp. It also agreed to handle all pick-ups from the evacuee residences.

This was all right with the Community and certainly all right with the Evacuee Property Officer, who was thereby

relieved of considerable responsibility. But a howl went up from residents when Engineering clamped down on issuing lumber. It would furnish boxes and do all necessary crating at the crating bureau but nary a stick of loose lumber would it issue. There is no doubt the past practice of issuing lumber more or less on the evacuee's estimate had resulted in some fudging on his part. Instead of ripping a 1" x 12" for crating he had used it whole. There was also a suspicion that many a box went out with several good long boards tucked away in the bottom.

Another clamor arose when boxes were issued without lids. It was decided to eliminate inspection in the blocks and centralize it at the crating center. The boxes would come in open, be inspected, lidded and addressed at the central bureau. Whether the objection was one of righteous indignation at having someone paw through their property or whether there were more sinister reasons was not learned.

This inspection was never too well defined. Nowhere in the Evacuee Property Manual was there a murmur that an inspection was to be made; neither was there any indication that it was not. In this instance the old rule of "silence connotes assent" was followed. It seemed quite obvious some examination should take place. There were several hundred thousand dollars worth of government property lying around. There were several thousand evacuees in the Center, and it conveys no indictment on any or all to assume that, without at least

casual surveillance, the chance of loss was multiplied. Furthermore no one had officially relieved any person on the Center of property accountability.

It has since been learned that Gila was probably the only Center which maintained this inspection; furthermore, that it was frowned on by the Washington office. If this is true the Center should have been informed of the official attitude and, at the same time, the matter of property accountability tailored to fit the cloth. On the other hand, if no inspection had been permitted the bars would have been down and anyone, so inclined, would have felt secure in a little petty larceny.

The procedure used in handling shipments during the post-exclusion had several steps:

1. Application for boxes (estimated by the evacuee).
At the same time, and on the same form, he indicated if he had any crating. He also gave the date he wanted the boxes delivered and his departure date. This application and interview was done by the Evacuee Property Office. WRA Form 156 was also executed at the same time.
2. Application forwarded to Engineering Section which delivered boxes on the designated date. At this time they inserted on the application when the relocatee wanted the boxes picked up and advised him that items to be crated would

be picked up simultaneously with the packed boxes.

3. Property picked up on specified date, taken to crating bureau, weighed, items crated, addressed, inspected and readied for shipment.
4. In the meantime the WRA 156 Form had been forwarded to the Evacuee Property Clerk stationed at the crating bureau. As the necessary information came to him he typed it on the appropriate 156 and forwarded it to the Evacuee Property Office.
5. The Transportation Request was logged, approved by the Evacuee Property Officer and forwarded to the Supply Section for preparation of a Bill of Lading. The usual Form (WRA-7) to request a GBL was eliminated and the Property Officer's signature on the WRA 156 itself accepted in lieu by the issuing officer.
6. Property ready for shipment was taken daily to the railhead.

On July 1, 1945, arrangements were completed with the Western Truck Lines Company to handle evacuee property shipments consigned to the eleven Western states. Although no written contract existed, it was mutually understood they would transport all property moving west and north insofar as they had equipment available. This was an excellent arrangement for both sides.

The trucking company was pleased as the great bulk of its hauls were from the West Coast coming east. Therefore, equipment moving west usually went back either empty or partially loaded. Evacuee property shipments gave them a pay load on the back haul. This, of course, is every carrier's dream.

The Center was well satisfied for several reasons:

1. It accelerated service. Heretofore deliveries by rail had taken from two to four weeks in West Coast areas. Western Truck Lines gave from 24 to 48 hours service anywhere in California.
2. Store-door delivery was covered on all consignments within city limits. This service did not include little jerk water towns off the main arterials but, generally speaking, it included most towns of any size and all the cities in the state with over 5,000 population.
3. Western Truck closed vans were spotted daily at the Center and pick-ups made daily. This eliminated the railhead haul with WRA equipment and gave fast service.
4. It cut down shipping losses and damage to property en route as the lines were not overloaded and there was less handling. In instances where a van could be loaded for one area--Sacramento, Fresno, Los Angeles or their surrounding cities the property was not unloaded until it reached the con-

shipment address. The van went directly to the area and made deliveries.

It was early noted that evacuees, like a great many other people, did not know what a government Bill of Lading looked like or what to do with one when it came into their possession. To overcome this difficulty all copies of the Lading Bills, excepting memorandum copies, were given to the truck driver carrying the load. As the property was delivered to consignees their signatures were obtained on the original acknowledging delivery and the Bills then processed in the usual manner.

These vans, spotted at our crating bureass, eliminated unnecessary handling of property shipments and speeded loading. The property came in one door from the block pick-up, was weighed, addressed and loaded on the van. While this was going on the WRA 156 was being completed and forwarded to the Evacuee Property Office and a GBL requested.

This procedure removed the need for warehousing and extra handling, and permitted all shipments to be on a current basis. Even when pickups averaged 75,000 to 100,000 pounds per day, shipments were never more than 24 hours behind the evacuee departure. Usually complaints were that deliveries came too fast rather than too slow.

Excellent cooperation was obtained from the Supply

Section in turning out Bills of Lading promptly. For several weeks no fewer than 40 to 60 were required daily and never was a shipment held up or delayed in moving on this account. Although it would have been possible, but not proper to do so, shipments were not moved from the Center without a covering Bill of Lading.

Simultaneously with the Western Truck Lines arrangements the center was able to secure the services of Universal Carloading Company to take care of eastern movements. Property going east was stored until around 20,000 pounds had been accumulated. On request Universal dispatched trucks to pick up the property and transport it to the railhead. This pickup service was without extra cost.

Universal Carloading was able to give the Center most of the features emphasized in the Western Truck Lines arrangement but probably not as definite. Store-door delivery was quite satisfactory. They also improved considerably over the old system on the speed of deliveries. Ordinary freight service to the east was very slow--sometimes requiring from 30 to 60 days to accomplish delivery. Universal Carloading Service cut this time substantially.

There were some interesting sidelights to evacuee

property shipments. One of the most outstanding was the great importance residents placed on the amount of freight and property a family had. It appeared to be a measure of prestige and affluence. Consequently every family over-estimated their box requirements at least 25 per cent as it made quite a show for the delivery truck to drive into the block and throw off 25 or 30 boxes in front of a residence. As a result, many came back only half packed and some with practically nothing. Others were filled with anything handy.

Undoubtedly, there was considerable petty thievery of government property despite the inspection which, at best, only had a deterring effect. It was performed by Evacuee Internal Security officers, and there was seldom an adverse report made. Of course, a number of items were observed in the shipments, thousands in fact, which may have been government property. These consisted mainly of small tools--hammers, saws, chisels, crow-bars, bits, &c. Even while food rationing was in effect there were many cans and even cases of canned goods included in shipments. An occasional sack of sugar, lots of rice and shoyu sauce were also observed. Interestingly enough, and perhaps co-incidentally, most of the food shipments were made by former mess hall workers. However, they always had clearance from Mess Operations for that Section had no way of identifying it as government property. The same applied to tools and other items.

Practically every family had an item or two of project-made furniture which it wanted to ship. There is no criticism of this as all had suffered furniture and property losses in California and the chances were against being able to purchase these items immediately on return. Most of these were permitted to go through, but large roughly-made items such as shelving, cupboards and the like were rejected. Some of this home-made furniture was beautiful work--inlaid and highly polished.

Records are not handy to show property movements prior to July 1, 1945, but from that date to November 15, 1945, shipments in pounds were as follows:

| <u>Month</u> | <u>West Coast</u> | <u>Rocky Mountains</u> | <u>Eastern States</u> |
|--------------|-------------------|------------------------|-----------------------|
| July | 365,973 | 85,552 | 77,282 |
| August | 819,549 | 154,456 | 107,827 |
| September | 1,323,450 | 111,915 | 130,525 |
| October | 1,239,334 | 61,956 | 23,437 |
| November | 504,634 | 12,234 | 10,251 |
| Total | 4,252,940 | 446,113 | 349,322 |

This is a grand total of 5,048,375 pounds. Just under 50,000 items were included in these shipments. The exact number was 49,763 articles ranging from an 1800 pound safe to a six pound box containing a Japanese doll. Applications were received to ship dogs, cats, gold fish, badgers, gila monsters, bull snakes and coons. One evacuee planned to buy an Indian horse and wanted to know if it could be shipped. It was recommended

that he ride this horse to California. Another had a swarm of bees. Fortunately, he decided not to trust their handling to Evacuee Office personnel.

The largest lot was a little over 17,000 pounds consigned to an evacuee in Richmond, California. There were several running well up into five figures, and property lots amounting to six and eight thousand pounds were commonplace.

There is reason to believe a ceiling or other restriction on property shipments would have reduced poundage considerably and probably without discomfort to relocatees. They would have been more selective in the items shipped and more careful in packing. Many boxes furnished for packing weighed 40 to 50 pounds alone and the use of 20 boxes when 10 would have sufficed made quite a difference in total weight. There was a great amount of ironwood and home-made do-dads, which, although personal property, might well have been moved at the owner's expense. Shipments from Jerome at the time of transfer to Gila contained box after box of Arkansas gumbo dirt. The saga of the 17,000 pound shipment mentioned above is interesting. It first went to Jerome; then to Gila; and finally back to California. Undoubtedly, the total cost of moving that property in carrier charges alone was better than \$2,000. As it was, the tariff from Gila to Richmond came to \$402.00

RELATIONS WITH OTHER SECTIONS AND DIVISIONS

Relations between the first Evacuee Property Officer and members of the Center staff were only partially satisfactory. Although a hale fellow well met, his approach was not always acceptable and at times he was irascible and impatient with government procedure and regulations. These traits did not generally endear him, and as a result he was often at swords points with fellow staff members.

The successor to the first Evacuee Property Officer enjoyed and maintained unusually fine relations with all Section and Division personnel. This factor, in no small degree, was accountable for whatever modest success the Office may have enjoyed during the year 1945.

The Project Attorney was extremely helpful and he not only assisted the Evacuee Property Officer in cases with legal complications but always found time for discussions on general property matters. It was not unusual for the Evacuee Property Officer to consult him several times each week and his advice and counsel was always gratefully received.

Associations with the Engineering Section were most pleasant. Its offer to manage the crating of evacuee property plus picking it up, addressing it, and readying all items for shipment was a generous gesture and one that was quickly accepted. In addition, the Engineers were always willing

to perform little tasks required around the office--putting in another cooler, cutting an additional window, repairing a stove, &c. The Evacuee Property Officer thoroughly enjoyed his relationships with this Section and is certain the feeling was mutual.

The Transportation Section rendered splendid service in arranging movement of property to the railhead. Oftentimes this was not an easy assignment as equipment and manpower were usually at a premium. The Evacuee Property Officer is also indebted to the Transportation and Maintenance Supervisor for the advice and assistance he gave in securing the services of Western Truck Lines and Universal Carloading Companies.

Relations between the Evacuee Property Officer and the Relocation Program Officer and his staff left nothing to be desired. He, of all the division heads who at one time or another supervised Evacuee Property, showed the keenest interest in the property program. Not only did the Evacuee Property Officer feel free to consult him at frequent intervals but he was a constant participant in Relocation Office staff meetings. There was always complete correlation of thought and action between the two, and associations were always most pleasant.

The Evacuee Property Officer maintained the most cordial and favorable relations with both Project Directors, Mr. Bennett, and his successor, Mr. Todd. Each was easily approached and the Property Officer always felt free to, and did, consult either of them on frequent occasions. These consultations did not

necessarily involve weighty matters of policy but often concerned only minor items on which advice and guidance were desired. Both brought to the program a legend of success in business and industry, and it was always a pleasure to have their decisions and suggestions for they invariably were sound and to the point.

INNOCENTS AMONG THE FILES

An unfortunate event occurred during the early months of 1945 with serious repercussions. A routine examination of Evacuee Property files disclosed what appeared to be the Evacuee Property Officer's hand in the cash drawer. A detailed examination found the accounts some \$5,000 short. This led to the property Officer's dismissal and indictment on three counts of embezzlement.

When news of these alleged peculations leaked out the Evacuee Property Office took on the appearance of a small town bank whose cashier had eloped with the institution's capital and stenographer. Every resident in the Center who had done business with the Evacuee Property Officer wanted to know what had happened--and rightly so. As a matter of fact, the records and case files were in bad shape. Correspondence had not been attended to for several months, and followups and teletypes had been ignored. Most of the files had remained dormant for many

months and some were so stale as to make revival impossible.

A great deal of time and money were expended in examining the doings of the office. From four to six field examiners spent three months plowing through the files while others on the West Coast tied up loose ends. Out of all this came a very concise and complete 700-odd page report. This manuscript, or at least a copy of it, was forwarded to the Assistant U.S. District Attorney in Phoenix for his use in preparing the case for trial. He was seen to take the original wrapping off this material the morning the case opened. It had not been looked at before. He subpoenaed one case file from the Evacuee Property Office and as a result spent two days introducing photostatic and carbon copies of documents as evidence while the originals reposed in Center files.

A government witness, who should have known better, testified the Evacuee Property Officer had been bonded since March, 1943, when actually, as he had to admit later, a bond was not required until the spring of 1944. This witness also offered a manual release of January 20, 1945, as the one the Evacuee Property Officer had operated under, when, as a matter of fact, there had been several revisions prior to that date. Even the judge entered into the spirit of the thing--"These government agencies change their rules every three weeks." No one seemed to know who supervised the Evacuee Property Officer, and certainly the Manuals were not helpful in clearing up the point.

Practically the only thing the prosecution proved was opportunity. It failed to prove intent, which must always be present, and motive. This inept handling plus a very competent defense attorney who demonstrated with mirrors how the whole thing had been done led to a quick acquittal.

The defense was based on one premise: On two different occasions sums of money amounting to about \$2300 in cash were stolen from the defendant's brief case while it reposed in his office desk. On neither occasion was the theft reported to any one. The defense made a great issue of the fact the office contained neither a safe nor other suitable depository for money or valuable instruments. Although probably an irrelevant point, it must have gone over well with the jury. However, the prosecutor could have nullified this reaction by introducing testimony as to how the succeeding Evacuee Property Officer managed without a safe.

The trial brought out one defect and emphasized another. Neither the Manual nor any witness was clear on administrative responsibilities of the Evacuee Property Office. It underlined the penny pinching of Washington in failing to make provision for, and provide, suitable accommodations, equipment and personnel for the Evacuee Property Section.

RELATIONS WITH WEST COAST PROPERTY OFFICES

There was a great deal of bickering and verbal fisticuffs between the first Center Evacuee Property Officer and Coast Officers. This lack of rapport, at worst, was only the pot calling the kettle black with each accusing the other of failing to cooperate and produce results. Probably both were at fault and perhaps for the same reason--lack of manpower and time.

If this surmise is true, and a very good case could be prepared on the issue, it remains as another serious indictment of slipshod planning at the tope. It should have been perfectly obvious with even a minimum of ordinary thinking that two or three understaffed coast offices could not promptly and competently manage all the requests for assistance which poured in.

However, Coast Offices may have embraced one serious fault in failing to pursue investigations with sufficient vigor. A little more pepper plus the use of authority, as an agent of the government, might have brought some cases to a more successful conclusion. Furthermore, a little more fight and a little less timidity, manhandling so to speak, would have enormously increased the Authority's prestige. Feloniously minded citizens would have thought twice before committing any shenanigans if they had believed a tough talking Property Officer was likely to be peeking around the corner. Furthermore,

there was too much regard for formality and fine hair splitting over regulations. A Form 153 had to be signed, sealed and witnessed down to the last dot before action could be taken.

An evacuee's tractor could be driven off, his crop stolen and his house moved on to the next section yet the Property Officer was unable to act without proper authority. If the Request for Assistance quoted "inspect my automobile in Mrs. Smith's garage" that was the limit of the assistance. Mrs. Smith's kids might have scratched the body all to hell and Mr. Smith might have removed all the tires but the report probably would come back, "Inspected the car--found it badly scratched and all tires missing." Instead, the Property Officer should have been allowed to bang on Smith's door, demand he replace the tires, and then yank the car out of the garage and put it in government storage. If Smith didn't produce the tires, haul him into court. That would have been giving the owner the service he contemplated. Persons guilty of crimes such as this were only petty thieves and cowards at heart. Therefore , it would not have taken a great deal to have whipped them into line.

Property Officers seemed to have forgotten that any citizens, government employee or not, is privileged to apprehend and arrest a person committing a felony or misdemeanor in his presence. They could have stopped some of these monkey shines by jerking in a few violators, swearing to the complaint and giving testimony. And they should have thumped on the desk of

every weak-kneed District Attorney in the state until action was obtained. A little more desk pounding could not have done any harm and it might have produced some results.

Of all the thousands of torts, misdemeanors and felonies committed on and against evacuee holdings in California prior to past exclusion, there does not seem to have been a single prosecution. Why? The answer is simple. Who was going to sign the complaint? Certainly the evacuee could not as he was unable to enter the state except under escort and with WDC approval. Yet if Coast Property Officers had been authorized and compelled to exercise the right, which any private citizen holds, the picture might have been different. Soft pedaling this Roman holiday for one reason or another permitted the bull to get clear inside the china shop before anyone grabbed him by the horns.

FORMS

The number of forms used in the Section was not large but what they lacked in quantity was more than balanced by the quality, particularly in safeguarding the Authority and its agents. Let it never be said that the government failed fully to protect itself and its employees. On the other hand, they were completely unilateral.

Form 153. "In consideration of the assistance....I do hereby

release and discharge the Director...and its agents...of any and all liability whatever arising out of or resulting from any matter or thing done, or for failure to do any matter or thing..." In effect, the evacuee who signed this document bought a pig in a poke. The Authority and / or its agents could kick a Request around, be guilty of misfeasance, malfeasance and nonfeasance yet the evacuee had no recourse except to withdraw his request. If such a document will hold water it may be a loophole through which everyone can hope when evacuees commence flexing their muscles in the U.S. Court of Claims or other appropriate bodies.

Another clause reads as follows: "I further agree to reimburse the Authority for any and all sums advanced...and to secure the repayment of all such sums I hereby give and grant to the War Relocation Authority a lien upon all said property and all other property now owned and hereafter acquired by me and upon the proceeds therefrom. How soon must the Authority present its bill? What kind of a lien was this? Would it be recorded? It might well be argued that under this clause a property owner's holdings could be clouded forever-- .
"and hereafter acquired by me."

The revocation of "all powers of attorney heretofore made by me..." is fraught with danger. Lawyers, juries and jurists have knotted their brows since the beginning of time on this point. What does the California Code say about revoking a power of attorney? Probably that the holder must be put on notice in

writing or by publication of such a revocation. What would be the result if any attorney in fact in California, without notice of revocation, went to great expense under his powers and then discovered he was without authority. Suppose he arranged to sell a piece of property under his powers A and, WRA acting under its power, contracted to sell the same property to B? Undoubtedly, somebody could have been sued for specific performance.

Forms 155 and 156 were no less severe. The Authority, once these forms were executed, was released from "all liability whatsoever." This phrase would seem to abrogate even the bailor-bailee relationship requiring the use of due care and prudence.

Fortunately, or perhaps unfortunately, evacuees seldom took the trouble to read documents shoved in front of them for signature. Probably they had signed so many things they felt one more wouldn't hurt and it might help. In any event there was one short answer to rebellious signers: Take it or leave it.

CENTER WAREHOUSING

Something over a million pounds of evacuee property was under center storage during the life of the Center. Approximately 500,000 pounds of this amount was shipped to relocatees prior to the date of Center closing November 10, 1945.

Warehousing procedure as prescribed by Manual regulations was satisfactory but it complicated a simple operation. It should not necessarily have followed that because the Center Property Officer was responsible for warehousing government property he should also have the responsibility of storing evacuee property. It would seem simpler to have assigned certain space to the Evacuee Property Officer and authorized him to manage the job. True, this separation of responsibility for stored property, by making it a function of the Warehouse Unit, unburdened the Evacuee Property Officer somewhat. Yet it increased the details and paper work required to either store or remove property from storage as it necessitated the preparation, routing, handling and filing of various forms to accomplish the desired result.

Many evacuees have exhibited a lackadaisical attitude with regard to their property in Center storage. Several hundred items remain for which the owners have failed to call. Although some is not in the best condition, most all appears usable. Every effort has been made to locate these people but in only a few cases have results been obtained. Although Manual instruc-

tions touched on the matter, they might well have been clearer on disposition of uncalled for property. At one time a threat to sell presumably abandoned items was made, but procedure was not established to implement this order. Perhaps if the Authority had made good its warning, by making examples in a few glaring cases, Center warehouses would have been more readily emptied.

RECOMMENDATIONS

Although, as previously expressed, it is hoped that never again will such a program be necessary, there are several suggestions which seem important. Perhaps the best way to recount them is by critical analysis.

I. At the time of evacuation to Assembly Centers the government should have taken great pains to assure adequate protection of evacuee's property and property interests. Failure to do so caused irreparable damage to the evacuees both from a morale and financial standpoint. This, of course, was not WRA's baby but WRA inherited it.

At this late date, looking in retrospect, it would appear to have been feasible to have placed a government seal on every stick of evacuee property. If this had been done the violation of evacuee property rights would have been of federal concern and perhaps prosecution. For obvious reasons citizens have always held federal law enforcement agencies in high regard and they usually think of Federal judges, Federal Grand juries, U.S. Marshalls, FBI and the like in terms of awe and respect. The mere speculative possibility of becoming involved in anything smacking of a violation of federal ukase would have deterred many a feloniously inclined citizen. Furthermore, investigations and prosecutions of offenses would have been swift and sure. As it was, the constitutional barrier of State's police powers estopped federal intervention in these

instances. Of course, the state was not helpless but even the use of the word "lethargic" is a benevolent description of the situation.

II. Center offices should have been adequately staffed. The Evacuee Property Officer, from the outset, should have had no less than two appointed assistants and an appointed secretary. An attorney, able to give full time to the subject, might well have been included. This office should have been fully staffed even at the expense of other activities for certainly a man's property rights come high up on the things he values most.

III. Suitable arrangements should have been made to store property every last item of unfixed evacuee property. This perhaps would have required the laying of some ground work, for evacuees, at the time of evacuation, probably trusted the government least of all. They were not anxious to place property in storage for many believed this a ruse for the government to gain possession of their property in order to confiscate it. However, it should have been no more difficult to place his property under lock and key than it was to place the individual in a Relocation Center. If the law was stretched that far it could have been pulled out a little farther.

IV. The Evacuee Property Officer might well have been placed a little higher on the administrative ladder. Certainly Divisional status would not have been too high. As it was the Evacuee Property Section was kicked all over the job chart. It started out hanging precariously off the Project Director's

Office. Later it was moved downstairs to the Community Administrative Management Division, then to the Administrative Management Division. The last move, and probably the most appropriate one at the time, was to the Relocation Division.

These moves all had a bad effect. It appeared as if the Section was a step-child whom nobody wanted. As a matter of fact, perhaps no one did, for Manual releases always carefully omitted use of the word "supervision." For example, on transfer to Administrative Management it reads "shall operate within the Administrative Management Division." It failed to state, as it did for other Sections in the Division, "under the Supervision of the Assistant Property Director in charge of Administrative Management." The transfer from Administrative Management to Relocation was no less vague. The Manual reads--"functions in the Relocation Division." Apparently the thought was to make it both fish and fowl. It should have been directly and unequivocally under either the Coast Officer or the Center Administration. Pussyfooting around about, it only led to uncertainty and confusion.

V. complete decentralization of Evacuee Property offices on the West Coast should have been maintained. On several occasions it came to the Center Evacuee Property Officer that the reorganization of Coast offices in early 1945 was not a happy one. Property officers claimed, in some instances, they were relegated to the status of office boys. Others, who for three

years had been number one in the District, suddenly found themselves demoted and under the supervision of District Relocation Officers. They now sent their mail over his desk for signature, and mail directed to the Evacuee Property Office came to his desk. This slowed down communication between Center Offices and the Coast and resulted in general confusion. For example, the setup called for correspondence to the Sacramento Evacuee Property Office to be routed through the San Francisco District Office. One letter so addressed reached the Sacramento Office three weeks and nine initials later.

CONCLUSION

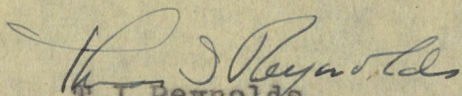
Hindsight is invariably more freely expressed than foresight, and for good reason. It is not only easier but less painful. Armchair strategists have always been privileged to second guess battles and political campaigns. Monday morning quarterback, from time immemorial, have exercised their inalienable right to replay and mentally win lost football games on Hamburger Joe's dirty tablecloth. It is not surprising that these back porch generals are never wrong--they don't have to be. The same reasoning may be applied to critics of the War Relocation Authority, and perhaps this thesis.

The setting up and operating of these Relocation Centers was a tremendous task. It was not only a gigantic one but unpleasant and thankless. There was no precedent for

guidance and no magic formula to dissolve the hate that had been engendered and solve the problems that arose. The Authority was pushed into the job prematurely and before it had time to establish a fixed program and set out on a straight course. And the situation was not helped when the Army forced the Authority's hand by insisting that evacuees be moved into half-completed centers which had neither facilities for operation nor properly trained staffs for administration.

It will remain for history to judge this undertaking. But whatever history's final recording may be it cannot overlook that the largest involuntary mass movement of modern times was successfully accomplished. Now that democratic processes have been restored throughout the land the great percentage of its participants have reaffirmed their faith in, and reembraced, the tenets of our democracy. It may be some consolation for these people to remember and cherish the Lord's command to Moses:

"Fill an omer of it to be kept for your generation that they may see the bread wherewith I have fed you in the wilderness, when I brought you forth from the land of Egypt."


F.I. Reynolds,
Evacuee Property Officer