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December 9, 1942

AIR MAIL

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

Dear Phil:

This report will cover the activities of this office only from Saturday, December 5, to Wednesday, December 9, inclusive. In order to comply with your Memorandum No. 10 (1942) Revised, it will be necessary to send out this office's weekly report on Wednesday of this week--and we are therefore starting now.

(1) To begin with the most recent occurrence, I sent you today a lengthy teletype message, a copy of which I enclose. Following my telephone conversation with you concerning the question whether evacuee workers would be liable for income tax on that part of the sums earned by them which will be deposited in the trust fund, Reg Watt and I discussed the matter at some length. (Kent Silverthorne was out of town at Gila, as you know.) I became pretty well convinced (Reg Watt was of the opinion from the beginning) that the full amount earned and paid was subject to income tax. I then began to work out the changed clauses and was going to write to you today--when the teletype message was laid on my desk.

Mr. Stancliff's suggestion that subsistence be paid by the employer out of each evacuee's earnings was relayed to me by Mr. Richardson of his office. Mr. Stancliff had already left town and probably will not return until early next week. I have, therefore, had no opportunity to discuss with him the reasons why he prefers this method of payment. Perhaps he feels that WRA is thus better safeguarded. This change, if it goes through, does, of course, place an additional burden on the contractor, but Mr. Stancliff must have had that in mind and been satisfied that the contractor will comply.

Philip M. Glick--2

One other matter contained in my teletype message to you was also going to be the subject of a separate letter. I noticed that the original draft of the agreement between WRA and the contractor contained the member-delegate clause as it is set forth in Op. Sol. No. 28 (except for an inversion of words which makes no difference). I think you will agree, however, that the phrase "nothing herein contained", though it applies well enough in the Act from which it was taken, is too broad in application to be included in a contract. This suggested change will, I assume, be considered by you entirely apart from the changed provisions regarding income tax and subsistence.

(2) We have not yet settled the insurance matter fully described in my letter of December 4, paragraph (2). The documents are drafted and ready for final typing, but the basic question of whether there is such a lack of insurable interest that the insurance companies might be able to deny liability in case of loss is still holding us back. There seems to be a split of authority--and, unless further examination of law resolves that split and gives us a definite answer, we certainly cannot take the risk of having the policies name the Project Director as Agent. Personally I am dying hard on this question, because I find it difficult to believe that there could be any successful contention of a lack of insurable interest where the beneficiary is fully described as Agent for the Blank Community Enterprises, whose insurable interest is clear and obvious.

(3) We received an inquiry from Mr. Tamura, an attorney on the legal staff at Poston, concerning the possibility of annulling the marriage of a Poston resident who was married in Nevada at the age of nineteen. Our reply (not issued as an opinion) is enclosed.

(4) The enclosed copy of memorandum to the Project Director at Tule Lake suggests a procedure for handling the matter of an alien who has failed to register as such. I do not know whether the general setup at the projects permits of the method of handling we suggest. Perhaps other similar inquiries have been received. I should like to be advised as to how they have disposed of these matters--and with what result.

Philip M. Glick--3

(5) Also enclosed is a memorandum to Russell Robinson, concerning the cases of sake stored in Los Angeles by evacuee Kodani. I also wrote to you concerning this case, under date of December 9.

(6) On Monday, December 7, I had a somewhat lengthy conference with Mr. Furth and a Mr. Schnabel, who represents a family of evacuees which, for about 50 years, has owned a famous Japanese teagarden located in Golden Gate Park here in San Francisco. The case involves a long-standing verbal lease renewed year after year, a written lease entered into two or three years ago, the cancellation of that lease by the San Francisco Park authorities, and the refusal of the authorities to permit the removal of certain of the improvements and a substantial amount of personal property claimed by the evacuees. Mr. Schnabel is going to bring in the lease, such correspondence as exists, and his authority to deal for the evacuees.

(7) I have now read all the correspondence that has passed between Ed Ferguson and representatives of the San Francisco, Portland, and Los Angeles bar associations and guilds with reference to attorney panels. I am now working on a general outline of the setting up of such panels and how they will operate (in conformity with my first memorandum to you while I was in Washington). I assume I can feel free to contact San Francisco guild and bar association people here whom Ed Ferguson wrote. I have not touched this matter since my arrival here, but I think I ought to proceed with it without further delay. Any restrictions?

(8) During the period which is the subject of this report, I wrote to you concerning the income tax question dealt with in paragraph (1) herein (under date of December 7); concerning a method for accomplishing the segregation of issei and nisei (December 8); concerning inquiries from Project Attorneys (December 8); concerning our retention of the U. S. Annotated Code (December 8); and concerning the stored cases of sake (December 9). I also wrote separately concerning Russell Robinson's advice about evacuee property attorneys in Seattle and Los Angeles.

(9) I think you may be interested in having someone check on the method of sending teletype messages. The message received today (Dillon Myer to Harvey Coverley) was apparently sent from Washington at 5:35 P.M. yesterday. I

Philip M. Glick--4

should think that teletype would have been on my desk a few minutes after 2:35 P.M., Pacific Time. I did not have it until a few minutes before 8:00 this morning. Checking at this end disclosed that it was received about five minutes before it was laid on my desk.

Relatively the same delay occurred in the transmission of the previous teletype message I received from Lewis Sigler. I did not mention the matter on that occasion because I thought that perhaps there had been some slip-up in that one case.

Sincerely,

Edgar Bernhard
Acting Regional Attorney

Enclosures

cc. All Project Attorneys
Mr. Maurice Walk

EBernhard:MW

F. # 30.100

Mr. Edgar

WAR RELOCATION AUTHORITY
Office of the Solicitor
WASHINGTON

DEC 22 RECD

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December 15, 1942

Indy

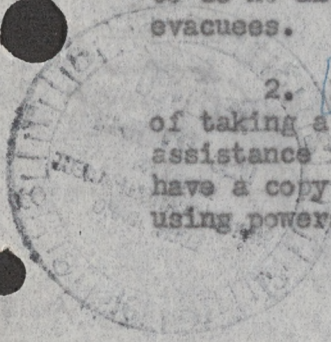
Mr. Edgar Bernhard
Principal Attorney
War Relocation Authority
Whitcomb Hotel Building
San Francisco, California

Dear Edgar:

This letter will answer your letters and reports dating from November 30 to December 9. We hope soon to get on a regular schedule in replying to all reports that come into the office - but the last week has been rather hectic and I have just now found a breathing spell in which to consider and discuss with you at any length some of the important problems you have raised.

1. I agree fully with your conclusion that a census of evacuees in the relocation centers is urgently necessary. It is needed for many reasons, and the evacuee property program is one of the important reasons. You will be relieved to know that there is a census in progress. About two-thirds of the evacuees have already filled out WRA-26 forms (copies of which are undoubtedly available in the San Francisco office); Bob Frase tells me that all evacuees in the centers will have been enumerated in this manner in another month. All the WRA-26 forms are to be sent to the Tule Lake project, where the western statistical office will be; there all the information will be carded and punched. A locator system, based on this and other information, will be set up in the Washington office, and will provide up-to-the-minute information on the whereabouts of evacuees. It will take two or three months, however, to get the locator system set up and operating. In the meantime, there appears to be no alternative than to use existing procedures for locating evacuees.

2. Item 2 of your November 30 letter is about the advisability of taking a complete power of attorney from every evacuee desiring assistance in connection with his property problems. You doubtless have a copy of Maury Walk's letter questioning the advisability of using powers of attorney and suggesting panels of real estate brokers



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and others who would be willing to act for evacuees on the basis of reasonable fees. I should like to discuss this further with Ed Ferguson and Ed Arnold, and I should also like to hear from you about your reactions and those of Mr. Robinson before reaching any final conclusions about my recommendations. I believe you should go ahead and finish up the draft instruments you mentioned, however, so that action will be facilitated if we decide to go ahead on the power-of-attorney basis. []

3. Item 3 of your November 30 letter and item 1 of your December 4 report discuss the advisability of a letter to the Farm Security Administration asking for the FSA evacuee property files. The letter you propose if, I think, good strategy. Will we have the personnel for checking through those files for cases in which it is apparent that something still needs to be done? I have the feeling that the FSA files will contain very few cases of this sort, since Ed Ferguson tells me that the FSA, after evacuation to the assembly centers was complete, began referring to us evacuee property problems and requests for assistance that came to their attention. This can be easily checked with FSA personnel. Regardless of whether we need the files to check for evacuee problems on which action needs to be taken, and whether we have facilities for making that check, however, I agree that we should ask for the files. They logically belong with all other evacuee property records.

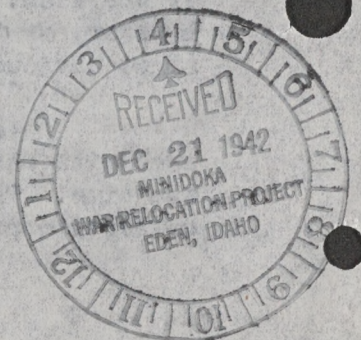
4. You are right in assuming that the matter of loans to evacuees for property purposes has had considerable discussion here. Ed Arnold discussed the legal aspects of a loan program with us last week. He was at the time more particularly concerned, however, with our legal authority for taking over the servicing and collection of FSA loans to substitute operators, and making new loans or refinancing loans to substitute operators. For your information, on that point we informally advised him that [the War Relocation Authority has authority under Executive Order No. 9102 to make loans to substitute operators or other non-evacuees where an evacuee has a substantial interest in the property involved that will be benefited by the making of the loan. We did not attempt to define "substantial interest", however, or the extent of benefit which must exist under this formula, since obviously such a formula must be applied on a case-by-case basis.]

Ed Arnold's question arose as a result of a conference last week with Larry Hewes, FSA Regional Director who was in Washington at the time. The purpose of the conference was to discuss the FSA collection policy as applied to loans to substitute operators of

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evacuee farms - a question raised by Mr. Robinson with the Washington office about the time of the reorganization conference in Washington. Mr. Robinson had cited a number of instances in which the FSA strict collection policy was working financially to the detriment of evacuees or encouraging abandonment of their lands. I think we can conclude from the conference with Larry Hewes that the FSA will pursue its present policy of a firm collection policy, except perhaps in instances where extension will further production of essential crops as defined by the U. S. Department of Agriculture; and that FSA will be extremely reluctant to take over, on our behalf and with our funds, any additional loan program for the purpose of relieving substitute operators or otherwise protecting evacuee agricultural interests. We understand that the FSA Administrator agrees with Hewes' policy of liquidating the loans to substitute operators as quickly as possible.

[I personally doubt whether Ed Arnold will recommend the institution of a WRA policy of loans to evacuees or in furtherance of evacuee interests on the basis of his present thinking.] If Mr. Robinson feels strongly one way or the other about the question, you might suggest his communicating with Arnold about it. It is certainly a problem fraught with complexities and difficulties. I shall be interested in knowing the tenor of your own thinking about it.

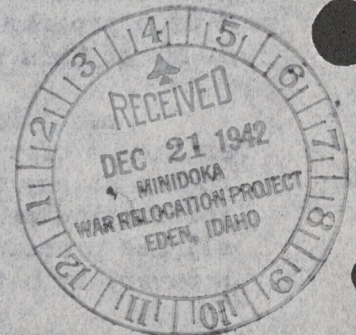
5. Item 5 of your November 30 letter, your letter of December 8, and item 8 of your December 9 report deal with the need for evacuee property attorneys in Los Angeles and Seattle. I gather from your December 9 report that there is some doubt about the present need for attorneys there. Personally, I am willing to recommend the appointment of field attorneys in these two offices whenever you and Mr. Robinson agree that it is desirable in view of the volume or complexity of the work being handled there. At that time, Mr. Robinson should formally request the Director for the appointment of the two attorneys and set forth the justification for his request. At the same time I should like to have a separate letter from you stating in more detail why the men are needed, - the kinds of work being done at the field offices, its volume, etc. I do not think we should anticipate the adoption of a loan program in considering the need for the field attorneys, at least at this stage.

6. I have given considerable thought to your recommendations in item 6 of your November 30 letter. I certainly agree that we cannot at any time in the near future draft a complete administrative instruction which will cover the entire evacuee property program and all its procedures and phases. There is much that will be lost, however, by not having the objectives of the evacuee property program,

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Office of the Director

WASHINGTON



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Office of the Solicitor

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its organizational structure, and its basic procedures defined in one document in terms the entire WRA staff and the evacuees can understand. It seems to me that we should be able to issue a basic administrative instruction along these lines now. It need not be elaborate or detailed, and I do not think you should be too concerned over the possibility that it may need amending from time to time. In a field so without precedent we must perforce do a considerable amount of groping.

As I see it, the basic administrative instruction should include statements of policy or procedure covering substantially the following:

- a. A statement of the objectives and purposes of the evacuee property program.
- b. A summary of the basic policy that WRA acts primarily as an intermediary and not as a manager or operator.
- c. A paragraph emphasizing the fact that WRA assumes responsibility in connection with the property of any particular evacuee only where the evacuee initiates action by requesting assistance. This I believe is particularly important to stress so long as we do not assume a property policing role.
- d. A discussion of the scope of and limitations upon the kinds of assistance we will render. In addition to the general discussion, there should be included a policy statement concerning loans and grants, an explanation of the power-of-attorney procedure if one is recommended, and a short description of WRA freezing, vesting, and managing powers under the delegation of the freezing power recently granted by the Treasury Department, together with a statement of the present limitation upon its use, i.e., every case of proposed exercise of the power must be approved by the Washington office.
- e. The procedure for the initiation of assistance at the project level - the evacuee request; the responsibility of the project attorney for interviewing, defining the problems, getting



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all relevant information and documents, giving receipts for documents retained and preparing a docket; and the preparation of a transmittal letter for the signature of the project director or his designee.

- f. The procedure for reference - cases in which the docket is referred to a field office; cases in which it is referred to San Francisco; cases in which it is retained at the project and the project attorney takes the necessary action.
- g. The relationship of the evacuee property field offices and the San Francisco office.

These topics are not necessarily in their proper places so far as organization is concerned and I am sure you can improve on the structure and content. A proposed Evacuee Property Division Instruction No. 1, prepared in San Francisco some months ago, will give you some help in drafting parts of the instruction.

7. Your item 7 concerns the advisability of ascertaining from the evacuees the number of automobiles and pieces of farm machinery that may be standing idle. This question is now being considered here. Inquiries have been made by farmers, farmer agencies, Congressmen, and others about this property, and Si Fryer and Ed Arnold have, I understand, been given the problem of learning how much property of this sort there is and how to go about approaching the evacuee owners. I am referring your item 7 to Ed Arnold.

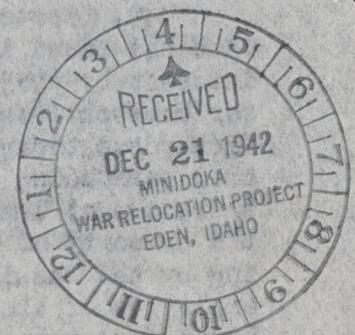
8. Questions 1 and 3 in your report of December 4 are answered in Solicitor's Memorandum No. 10 (1942) Revised. Your Opinion SF-1A should be renumbered P-1. In answer to question 2 (and one of your December 8 letters), we are making arrangements to purchase a set of U. S. Code Annotated for the use of this office, in view of your request, and you may retain in San Francisco the set you have.

9. Yesterday I sent you a teletype containing citations Reg Watt had found in connection with the problem of the need for insurable interest by project directors acting as agents in obtaining insurance for cooperatives at relocation centers. In checking with Gerald Richardson today on the need for using this circuitous device rather than persuading the insurance companies to insure directly, I find that there are at least three insurance companies that are now willing to insure the property of the community enterprises, after considerable negotiating by the Washington office. These same companies will also bond employees of the cooperatives. Premium rates for both insurance and bonds appear to be satisfactory. All relocation centers have been

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advised of these facts. Mr. Otto Rossman of the Washington office is now visiting the projects to assist the community enterprises in these and other business problems; I am told that he has the commitments of the insurance companies in writing. In view of this, is there any need for considering further the question of using the project director as agent of a cooperative for insurance purposes?

10. We are now reviewing proposed supplements to Administrative Instruction 26 which will establish WRA policy concerning rental payments by cooperatives, and reimbursement to WRA for wages paid to community enterprise employees. These supplements will require a number of changes in the form of operating agreement between community enterprises and WRA. Would you please send me a copy of the revisions worked out between your office and Larry Collins covering space allotments, use of equipment, and rent, for our use in changing the form?

We have nearly completed work on the drafting of articles, by-laws, and other papers for organization of cooperatives under the District of Columbia law.

11. We are very interested in the result of Kent Silverthorne's trip to Phoenix to ascertain the views of the State Attorney General and the State Corporation Commission on the non-profit status, under Arizona law, of cooperatives organized under the District of Columbia law. When may we expect a full report?

12. It may be administratively difficult to permit an alien residing at Tule Lake who has failed to register to travel to the office of the United States Attorney, in view of the need for military clearance and escort and the expense involved. Your suggestion that it be handled by mail should, however, be sufficient. I do not know of any general procedure adopted at other projects for use in this type of case.

13. You should certainly feel free to carry on with the National Lawyers Guild and State Bar representatives with whom Ed worked on the attorney panel problem. I should like to receive a copy of the general outline on the subject that you are preparing, and to be kept closely advised of your progress in negotiations and working out the details of the system. I agree with you that you should proceed without further delay.

14. Answering your letter of December 8, it has been perfectly proper for you to take care of the types of legal problems you have been handling, as Acting Regional Attorney, in addition to the regular

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property work. The reorganization became effective December 15, however, and the responsibility for those legal problems shifted on that date to Washington. The project attorneys are now informed of that fact, and in the future their problems that do not involve the work of the Evacuee Property Division should be routed to Washington. Hereafter, in signing correspondence issuing from your office, please use the title of Principal Attorney until further notice.

15. The December 5 report from the project attorney at Gila River discusses a number of evacuee property problems. Would you refer those items to the Evacuee Property Division and ask them to get any additional information from Mr. Terry that may be needed in order to assist the evacuees involved?

I trust that your personal housing problem has been satisfactorily solved, and that you are finding a little time to explore for those fine restaurants I have been hearing about. You are doubtless well on the way to becoming a confirmed San Franciscan, if the experience of others in the San Francisco office is any indication.

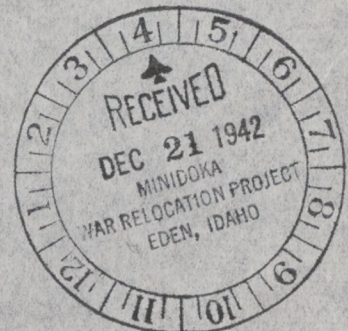
Sincerely,

Philip M. Glick
Solicitor



3342

WAR RELOCATION AUTHORITY
Office of the Solicitor
WASHINGTON



P-1

Dated:
12-15-42

Assigned to:
Kent Silverthorne

Prepare digest for summary of alien land laws in Washington, Oregon, California, and Arizona. What interests may Japanese aliens hold?

Source: Edgar Bernhard

December 16, 1942

AIR MAIL

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

Dear Phil:

This report covers the period from December 9 to 15, inclusive.

(1) With reference to the camouflage net contract, the declaration of trust, etc., there are items which are still open, some of which can be disposed of now.

First, let me answer one item in your teletype message of December 11, which resulted from a statement in my teletype message of December 9 to you. Apparently there was an unintended implication in the latter that, under your method of reimbursing evacuees for income tax payments to be made by them, those who have low net taxable income, or none, would receive undeserved reimbursement. Not so, of course. I meant only that under my method there would be one disadvantage, namely, that those who have to pay surtaxes will not get full reimbursement, but I added that at least at the other extreme there was no disadvantage since those who have low net taxable incomes, or none, will not receive undeserved reimbursement. I can readily see how my statement was misinterpreted; I mention the matter now to clear it up and eliminate it.

I acknowledge receipt of the revised form of payroll receipt to cover signing by the worker's spouse.

You are no doubt advised that difficulty arose on December 12 as a result of the tentative draft of agreement getting into the hands of Mr. Stahl prematurely--at which point he stopped all preparations for work because the agreement (which he must have thought was in final draft) included provisions which he believed were not part of his deal.

Philip M. Glick--2

The first attachment is the telegram sent to Mr. Cozzens at Gila over Mr. Coverley's signature. As a matter of fact, I had been somewhat concerned over the fact that everybody seemed to be proceeding as if the final agreement had been drawn and signed; however, I felt that the only position for me to take was that the preliminary letter of November 17 signed by Mr. Stahl was a sufficient basis for his proceeding (since everybody has been going on that assumption, and on any other assumption everything would have to stop until the final agreement is negotiated and signed). As you know, work was continued the following day after a long distance telephone conversation in which Stahl was reassured by Mr. Stancliff that the final agreement would conform with their negotiations.

There is still one open item on which I am to have your reply: Should evacuees have tax reimbursement on that portion of their wages which is deducted and paid to WRA for their subsistence? I would certainly not think so; and therefore asked for verification of that portion of your teletype of December 11. It would seem to me that there would be only slightly more justification--if there is any at all--for reimbursement of the tax paid on that part of their wages which represents subsistence than on that part which represents the \$12, \$16, or \$19 per month paid to them outright.

As soon as I have your decision on that point I can deliver the revised documents to Mr. Stancliff.

(2) With reference to the documents which I mailed to you under date of December 14, prepared in connection with the obtaining of insurance policies and surety bonds by consumer enterprises, I want to say this much more: I have now made an additional check of certain decisions which caused doubts as to whether insurance companies might have ground for refusing payment in case of loss, on the theory that the Project Director, though named as agent, had no insurable interest. I now feel satisfied that such a defense could not be successfully maintained. Nevertheless, I turned over those documents to Larry Collins with the word (included in my memorandum to Mr. Coverley, copy of which you have) that the documents had gone to Washington for your approval.

Philip M. Glick--3

(3) You will recall your letter to me regarding the 900 cases of sake concerning which there was doubt as to whether the evacuee had any interest or liability. However, before our receipt of that letter, the sake had already been moved to a Government warehouse in Los Angeles. Attached are copies of our letters to the evacuee, Kodani, to Theodore Haas at Poston, and to the Evacuee Property Supervisor at Los Angeles. We have received no further information, but I am pretty well satisfied from examination of the previous correspondence that the evacuee has an interest in the property; perhaps as the consignee of the merchandise, but at least to the extent of being responsible for its safekeeping.

(4) Not altogether unconnected with the sake matter is the general situation referred to in my memorandum to Russell Robinson, under date of December 10, attached. I wrote the memorandum to cover all cases of discovery, among effects of evacuees, of doubtful items, such as large quantities of sugar which may have been hoarded, liquor on which a tax may not have been paid, etc. Certainly WRA has no right to take the matter in its own hands and sell the property, even if it remits the proceeds to the evacuee. On the other hand, WRA ought not to close its eyes to the existence of such suspicious property. Therefore, in each such case, report will be made to the appropriate agency. Any action taken will be taken by such other agency, not by WRA. You agree?

(5) The California Unemployment Compensation question presents difficulties. Have Project Attorneys been protecting evacuees' rights by filing appeals or requests for reconsideration on these rejected compensation claims? And even if they have, are evacuees in a position, as a practical matter, to keep on complying with the statute, offering themselves for work, etc. It seems to me that the only real answer to the whole problem is the exertion of influence on the State agency by the Federal agency, because, failing that, requests for reconsideration and appeals alike will no doubt be denied. If there cannot be fast action at this point by the Federal Social Security Agency and a fairly fast answer by the State agency, then should there not be a test case brought in order to prevent the denial of hundreds of these claims?

Philip M. Glick--4

(6) I understand that the California Department of Industrial Relations investigates unpaid claims for labor and attempts collection. Attached is a copy of our letter to the Deputy Labor Commissioner here, setting forth the details of the claim of an evacuee. Although only a portion of the claim is for labor, we describe the balance of the claim as well, since we understand that in the process of investigation the Department of Industrial Relations is sometimes successful in effecting collection of an entire claim, only a part of which is for labor.

(7) I received Maury Walk's letter dealing with the taking of powers of attorney and the questions of policy involved in that procedure. There can be no doubt in anybody's mind that the points raised require careful consideration. However, there is so much to be gained by the taking of powers of attorney, that I am by no means ready to turn away from the use of that additional tool for handling evacuee property problems. I am in the process of answering the points raised--at least to the extent of stating some reactions which might help to bring us to a decision.

(8) A separate memorandum attached deals with Russell Robinson's considered views on Seattle and Los Angeles.

(9) An aftermath of the reorganization is our own "Relocation". I believe we have certain space difficulties ironed out now so that Robinson's office and mine will be directly opposite each other and yet we will both have very satisfactory accommodations, and so will all others in the department. My memorandum to Duncan Mills, attached, has been supplemented by conversations which resulted in what looks to be a very comfortable arrangement of space for Kent Silverthorne, for the secretaries, and for me.

You will note the paragraph concerning our present residences. This results from the attempt now being made to move Evacuee Property offices to Berkeley. This would be a very convenient arrangement, as it happens, for better than 50% of Russell Robinson's division, but very inconvenient for this part of the office. Of course, the considerations, which I assume will govern, are: What accommodations can be obtained and at what price; with what departments and facilities in San Francisco do we deal--so

Philip M. Glick--5

that inconveniences and difficulties would result from moving across the Bay; with what departments and facilities do we deal in Berkeley--so that greater convenience would result from moving; and, finally, how many of the employees affected live across the Bay and how many live in San Francisco or down the Peninsula. Having finally connected with a highly satisfactory home in San Francisco, with a beautiful view of the Bay, (after three weeks of hotel living and fruitless search) you might gather that I personally am not delighted with the prospect of starting another search.

(10) All attachments, other than those discussed above, I believe explain themselves; nor do I think they present any questions requiring special consideration.

(11) One verbal opinion on a minor matter ought perhaps to be reviewed by you: the Caucasian wife of an evacuee, who never joined her husband at the relocation center--or even at the assembly center--required medical service on November 15 and November 17. Because she had no money, the county furnished the necessary medical services and medicines. The county now asks reimbursement from WRA. I did not feel that there was sufficient basis for the payment by WRA of any such claim. Do you agree?

Sincerely,

Edgar Bernhard

Enclosures

cc. All Project Attorneys
Mr. Maurice Walk

EBernhard:MW

December 30, 1942

AIR MAIL

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

Dear Phil:

This report covers the period from December 23rd to the 29th, inclusive.

1. Administrative Instruction

I have been giving the matter of the preparation of an administrative instruction covering the evacuee property work first attention. Thus far I have a fairly sizable draft of the basic points to be included, plus shorter drafts covering several additional points which are the outgrowth of sessions we have had here. On Monday Messrs. Fryer, Cozzens, Furth, Fitzhenry (Traffic Manager), Major Astrup, Silverthorne, and I had a meeting largely devoted to evacuee property problems. Tony O'Brien has of course contributed a great deal of information and has made a number of suggestions which ought to be valuable. Tony, Kent, Furth (Russell Robinson is still ill at home), and I have had several sessions at which Tony has raised questions arising out of his experience at the projects for which solutions need to be found.

We are now proceeding with this program: I am going to complete my version of an administrative instruction. "My version" means, of course, a composite growing out of views and suggestions and attitudes of all those named above and out of reports and reviews by Silverthorne, O'Brien, Furth, Robinson, and Glick. Within the next two days I expect to have a copy of a complete draft in the hands of each of the people who are concerned in this problem. After each has had a chance to go over the draft, we will have another meeting at which we will thrash out each item. I understand that Mr. Arnold will be here on Thursday, January 7th, and by that time we ought to have an administrative instruction worthy of the name. At least we will think so unless you and Arnold shoot holes in it; but after all we can always start over.

Philip M. Glick, Solicitor--2

I shall try to get copies to you and to Arnold, as soon as possible, of as early a draft as I think it worth while to send.

I should like to have one point cleared up: when we talked about the possibility of making loans to evacuees, Fryer told us that it was now fairly well-settled that WRA would make no loans, and when I asked further about this, he said that he understood that legally we were unable to make loans. I was surprised to hear him give that as the reason for the policy, since I felt that the basic authority under which WRA is operating certainly included the making of loans. Later, to make certain, I checked Executive Order 9102 and found the specific mention of loans, which made me further doubt that we all understood each other. Would you clear this point for us?

2. A highly important matter has arisen in the Traffic Department. The Southern Pacific Railroad has refused to bill WRA on the basis of land grant rates for the transportation of substantial amounts of Government property. For a considerable period no question had been raised by the railroad. All Government bills of lading had been marked "military" and had been honored as such and land grant rates applied by the railroad without question. Personally I think this whole matter might never have arisen had it not been for errors in putting through bills of lading not so designated and then subsequently calling attention to the fact that the property being carried was of a nature and for a purpose justifying the application of land grant rates. Attached are copies of (a) Traffic Department memorandum to me, (b) copy of letter dated November 14 from Southern Pacific to WRA, (c) the Traffic Department's answer thereto, and (d) copies of letters of December 4 and December 17 from Southern Pacific. This correspondence took place without consultation with us. However, the only fault I have to find with it is that (c) covers too much ground, since it practically serves notice on the Southern Pacific that we expect land grant rates in connection with a considerable variety of types of shipment; and it is possible that the railroad decided that if we were intending to go that far, the railroad had better stand and fight at this point.

Of course additional shipments are being made from day to day, and my only advice to the Traffic Department thus far has been that they see to it that all

Philip M. Glick, Solicitor--3

vouchers and bills of lading be marked "military" and that they be handled exactly as those were handled which were previously passed and accepted by the railroad; that every bill received at regular commercial rates be returned to the railroad for correction with the request that land grant rates be applied. As it happens, all the property involved is property which was actually owned by the Government and all of it was being sent to relocation projects for needs of evacuees and of WRA personnel. It would appear, therefore, that this is an excellent case from our point of view. The amount involved accrues at the rate of \$6,000 to \$9,000 per month.

You will note that the Traffic Department has asked that we submit the matter to the Comptroller General for his decision. I have had a talk with Mr. Fitzhenry about this and have presented the matter from this point of view: Would it not be best for WRA to do nothing? If the railroad has any claim against the Government, let the railroad assert it. WRA is asking for nothing except corrected bills and, upon receipt of those corrected bills, WRA will pay the amounts it owes. Unless the railroad sees fit to make some other move, WRA will make none.

Mr. Fitzhenry was inclined to agree that this was perhaps the way the matter ought to be handled. He would like, however, to have WRA pay the railroad at land grant rates--figuring those rates ourselves upon the refusal of the railroad to apply them. Personally, I lean toward offering payment (figured, of course, at land grant rates) in full for each voucher, so as to cause the railroad either to refuse payment, or to accept it and thereby drop its claim for payment at full commercial rates.

On this point I have not advised the Traffic Department, since I wanted to have your view. Also, I assume that if you disagree with me and believe that a Comptroller General decision ought to be obtained, you will want to handle the matter in Washington.

3. The foregoing matter--and other less important matters--bring up a general question: As your letter of December 15 (item 14) points out, the questions which were previously referred to this office by Project Attorneys will now be referred to Washington. This procedure has been followed with practically no exceptions

Philip M. Glick, Solicitor--4

since December 15. However, with several departments maintaining offices in San Francisco, when legal problems arise in those departments it is only natural that they should be brought to me. I assume that those are still to be handled here, since they can certainly be disposed of more conveniently and more speedily in that way. Since I shall be reporting them to you each week, you can always call for the transfer to you of any matters which require action by you rather than by us. In the absence of word to the contrary, I shall assume that you wish me to continue handling these matters here.

4. Contraband Material

I gather that as to certain kinds of contraband material, such as short-wave radios for example, a distinction is being made between projects within the military areas and projects outside those areas. This will mean that an evacuee who happens to be at Manzanar cannot have his short-wave radio; but an evacuee who happens to be at Jerome may be given his. It seems to me that trouble might well be avoided if an administrative instruction covering contraband material were to be issued to apply alike to all projects. Such a contraband list would be a duplication of the list previously included in General DeWitt's proclamation; but it would now be a WRA instruction applying to all evacuees at all projects. I have talked to Kent, Tony, and Furth about this and I think we are all in pretty fair agreement that it would be much better to have a blanket restriction on all evacuees alike (even though that restriction may have substantially less reason in Jerome than in Manzanar) than to have evacuees at Manzanar feeling that they are being discriminated against as a result of the accident of their being within a military area.

It now occurs to me that perhaps the solution may lie in another direction: that every effort be made to lift the restriction within the military areas as to evacuees within relocation centers, at least so far as innocent items such as cameras are concerned. Then all evacuees alike, in whatever relocation centers they might happen to be, could have cameras. Or isn't that in the cards?

5. Attachments other than those mentioned above need no discussion.

Philip M. Glick, Solicitor--5

Also, there are, of course, a number of property matters which required merely discussion and suggestions rather than legal advice or action, which I think you agree do not require inclusion in these reports.

Happy 1943!

Sincerely,

Edgar Bernhard
Principal Attorney

EBernhard:MW
Enclosures

cc. Mr. Maurice Walk
All Project Attorneys

DEC 23 1942

December 23, 1942

AIR MAIL

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

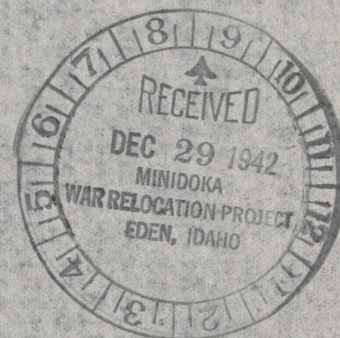
Dear Phil:

This report covers the period from December 16 to 22, inclusive.

I was very glad to have your letter of December 15, which did not reach me until the 21st. Your item 9 cleared up your teletype message, which indicated that there would be no further need of going ahead with the problems arising out of naming Project Directors (as agents) in insurance policies for consumer enterprises.

You are correct, of course, that, since it is now possible to place the insurance directly, there is no need for considering the question further. Meantime, however, I had definitely satisfied myself that the arrangements worked out for handling the matter indirectly were thoroughly safe.

1. As to the use of Powers of Attorney (also mentioned by you in item 2 of your letter of December 15) I have written a separate letter to you in which I discuss Maury Walk's letter questioning the whole procedure. With it I have enclosed a letter from Kent Silverthorne on the same subject. To some extent we make similar points--despite the fact that we drafted our answers altogether separately and I took pains to turn Maury's letter over to Kent without indication of my own views. I must add that when I followed the same process with Tony O'Brien he came to a different conclusion, concurring in Maury's suggestion that we use panels of brokers, managers, etc., as we will be using panels of lawyers. He does not by any means agree with Maury on all points; in fact he is wholehearted only on the question of possible liability to an evacuee who claims that he owned something which never came into our possession



Philip M. Glick--2

or that he owned something in fine condition which was returned to him badly used.

I gave Russell Robinson Maury's letter in order that we might have his views as to policy in this respect. However, he is ill and may not be at the office until Monday. I know that he has felt the need of Powers of Attorney, but I do not yet know his reaction to Maury's policy objections.

I am going ahead with the preparation of a blanket Power of Attorney, so that if we decide in favor of the use of a Power, we will be in position to proceed.

2. I have done further work on a basic administrative instruction. Tentatively, that is drawn also on the theory that we will be using a Power of Attorney.

3. The proposed letter to FSA from Russell Robinson never went out. I wanted it to go chiefly as a matter of good strategy--a point on which I see you and I thoroughly agreed. But this whole question of WRA making loans has been in the air to such an extent that I think Robinson preferred not to take any step, so far as FSA is concerned, until we see the next step a little more clearly.

I think we see it very clearly, in view of your item 4. Robinson and I have, of course, discussed the whole loan problem aplenty. You have no doubt seen his memorandum of about a week ago to Arnold, describing the policy he (Robinson) believes should be followed in servicing FSA loans and how WRA and FSA basic attitudes on collections differ.

For my own part, I feel that FSA's strict collection policy is at direct variance with WRA's policy of assisting evacuees. FSA apparently shuts its eyes to the needs of the evacuee and asks only one question: What are the chances of 100% collection? If those chances may be reduced by extending the loan--irrespective of the assistance thereby rendered the evacuee--I gather that FSA refuses extension.

Philip M. Glick--3

There are many good things to be said for such a policy. My only point is that it is not compatible with the basic purposes for which WRA was created.

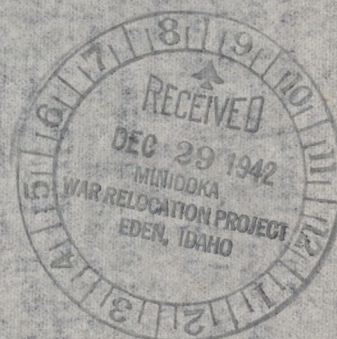
I must say that thus far I cannot wholeheartedly champion the institution of a general loan program for WRA. I still feel very strongly, however, that in proper cases loans should be made to meet taxes. (I am not trying to dodge by using the phrase "in proper cases"; I mean merely that every case will have to stand on its own feet and no rule can be set up.) As I have previously said, there are considerations in connection with tax loans which put them in a separate category. Perhaps if I went in that far, I would be tempted to go the rest of the way. Thus far I find it very difficult to take the next step.

Since receipt of your letter I had another session with Robinson. I know he plans to write Arnold at length.

4. As to your item 11, you have of course received Kent Silverthorne's report on his trip to Phoenix. A further report will follow on the question as to whether Arizona will recognize the cooperative as a nonprofit corporation. Kent has not yet had final word on this from the State Attorney General.

5. As to your item No. 10, we have no copies of the agreement and rental memorandum covering allotment of space, use of equipment, etc., between consumer enterprises and WRA. Apparently Larry Collins retained all copies, and they have been sent on to him in Washington.

6. Assignment P-1 (a copy of the assignment slip went forward to you earlier in the week) covers a subject which is necessarily involved in numberless questions. In almost every evacuee property problem we need to have at our fingertips the answer to the question: Has a Japanese alien the legal right to own this particular type of asset at all? I think we can get at least a general summary of alien land laws, and other laws governing what alien Japanese may own under the laws of the coastal States and Arizona, so that we can dispose of that basic question quickly in the general run of cases. From that point on we will then be dealing with the kind of standard problem which exists no matter whose interests are involved.



Philip M. Glick--4

7. Camouflage Net Contract

Yesterday I received your teletype okaying the use of two checks instead of a wage assignment and okaying the policy of not reimbursing evacuees for income tax on subsistence payments. I was very glad to have that clearance, because Mr. Stancliff was leaving town last evening and wanted, if at all possible, to take the contract, the Declaration of Trust, and the Payroll Receipt with him. Therefore we turned out Agreement, Declaration of Trust, Employment Agreement, and Payroll Receipt (for use in California), and copies of each of these documents are attached.

The following items need to be noted: In the Agreement, paragraph (k)(11) provides for subsistence at the rate of \$25.00 per month and at the rate of \$6.00 per week for periods of less than 30 days. In a previous teletype message to me, you used the figure \$25.50 for subsistence, and I used that figure thereafter in communications to you. Stancliff protested that he had been negotiating throughout this whole matter on the basis of \$25.00 per month and that he did not now want to inject a new figure. Hence the reversion to the original figure of \$25.00

Except for those changes you will find that the agreement follows the original form other than as altered by our exchange of teletype messages.

The Declaration of Trust, in paragraph (h)(1), carries provisions for computing subsistence similar to the subsistence provisions contained in the Agreement. Any other changes from the original form are those covered by our exchange of teletype messages.

Employment Agreement and Payroll Receipt are, as you see, substantially altered. You will find that so far as possible I kept to the original form of each of these documents, feeling that there were reasons for the original wordings. (For example, I think the word "signature" should be used in place of "name" at the foot of each of the documents; but I made no changes that were not required by the changed facts.) Frankly, I am not satisfied with either the Employment Agreement or the Payroll Receipt for several reasons, some of which appear below. However, if



Philip M. Glick--5

they are to be used at all, perhaps these will serve. Please note that they both provide for subsistence computed on a weekly basis as well as on a monthly basis. It seems to me that this must lead to difficulties with the contractor, which I still expect him to raise, even though Stancliff believes he will not object. (For instance, if the contractor pays the workers semi-monthly, he must compute subsistence for the first pay period at the rate of \$6.00 per week. Then when he pays the same worker at the end of the month, he must compute subsistence by the month, deducting the odd amount computed for subsistence at the end of the first pay period. He must repeat this process every month, since he will never know at the end of the first pay period each month whether the worker will work only a few days more, the rest of the month, or not show up for work at all.)

Today I received your teletype message on the question of whether, under the California statute, the signature of the spouse is required. Immediately upon receipt of that word I sent on to Mr. Stancliff, by airmail, a letter (copy enclosed herewith) advising him that he must either obtain the signature of the spouse or use neither Employment Agreement nor Payroll Receipt and revert to the method previously O.K.'d by you of using two checks. I feel sure he will adopt the latter alternative. With that letter I enclosed redrawn pages to be substituted for the last two pages of the Agreement. Please note that the redrawn pages include new paragraphs (k) and (k)(iv).

Under the two-check method, I have pointed out to Mr. Stancliff that there is a possibility of a worker's refusing to endorse a check to the trust fund and that, in that case, the worker will be entitled to both checks, WRA will lose his subsistence for that pay period, and the worker will not be re-employed.

On the question of the California statute and its applicability, I am attaching a separate memorandum to you, supported by a memorandum drawn by Tony O'Brien, containing an analysis of certain clauses in that statute. I do ask that the matter be reconsidered in the light of those memos.



8. Knitting Operations

Jim Terry's report of December 19 (his item 2) refers to the possibility of his inaugurating a private knitting project. Perhaps I have already divorced myself from this activity in my report of December 16, in which I indicated my concern and referred to the document of November 17 as "the preliminary letter". However, I cannot refrain from going a step further and referring Jim to the exact wording of the wire of December 12, over Mr. Coverley's signature, to which Jim alludes. That wire says that I was fully informed and that I concurred in the wire. Jim will find, on close examination, that the wire sets forth merely that an Agreement is in process of preparation and will soon be submitted to Stahl; that meantime the preliminary agreement of November 17 still stands--and then the wire goes on to say that Stahl is in the identical position he was in prior to seeing the tentative draft of the final Agreement (the wire does not say what that position is) and that he should proceed "as agreed".

Jim must now also note that I am not either agreeing or disagreeing with his judgment as to whether the letter of November 17 is a contract or not. Since I did not draw it--that is a cudgel I do not have to take up.

In fact, the purpose of my including the matter in this report is to urge that Jim Terry be required to sign at least a nonbinding preliminary letter before he be permitted to start any crocheting at Gila.

9. We received a letter of authorization from evacuees at the Central Utah project, addressed to a bank in Oakland and authorizing me to open a safety deposit box and take from it a certain document which the evacuees wanted. I did not want to act under that authorization, except perhaps in the presence of witnesses--and witnesses whom I knew, not just bank employees whom I might not be able to find in the future--and, therefore, I returned the key and letter of authorization in a memorandum (copy attached) from Russell Robinson to the Project Director, suggesting that such letters of authorization in the future name the bank instead of naming any of us. Before taking that action we checked with two banks in order to make certain that such letters would be acted upon. The



Philip M. Glick--7

banks have their own forms for such purpose, but they seem not too insistent upon the use of their own forms. I think any carefully drawn letter describing the particular item or items desired will serve. I think such letter ought to include a release of the bank from any claim for loss. Apparently some banks will insist upon that; others will act without it. In all cases, if the box owner is not married, a statement to that effect should appear in the letter; if the owner is married, then both husband and wife should sign.

10. A copy of a memorandum from Russell Robinson to Joyce, an evacuee property supervisor, is attached. It refers to the fact that the Director has the power to freeze evacuee assets, but that everything possible ought to be done to avoid the necessity for exercising that power or even the threat of it. As a matter of fact, in the case referred to in that memorandum, it now appears that there will be no necessity for exercising the freezing power.

11. I notice in some of the reports of Project Attorneys that they are hoping to receive Statutes ordered by them. We have been checking upon those ordered through this office. There have been a couple of slip-ups which account for most of the delay, but I am now sure all the books will be on their way soon.

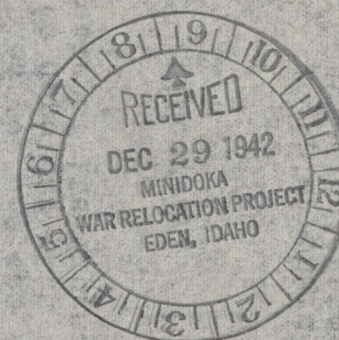
12. We sent you a teletype message on December 22 concerning the names of evacuees you wanted WCCA to check for present relocation center addresses. I assume you are obtaining further identifying information on the people you named. As to the one person for whom you could furnish only the last name, I understand that no progress can be made as to that. On the others, we have not yet heard, but Major Astrup (formerly Captain Astrup) doubts that any of those names is unique and, therefore, further information will probably be required on all of them.

Everybody here wishes you and the Washington staff a very Merry Christmas (we hope our wish takes effect nunc pro tunc as of the date of its expression) and the best of New Years.

Sincerely,

Enclosures
cc. Mr. Maurice Walk
All Project Attys.
EBernhard:MW

Edgar Bernhard
Principal Attorney



F. # 30.100

Mr. Murre

DEC 22 1942

December 16, 1942

AIR MAIL

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

Dear Phil:

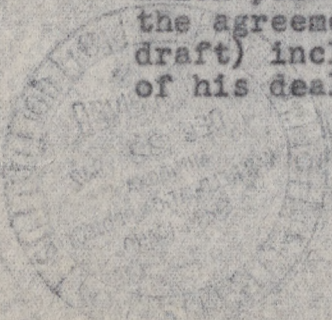
This report covers the period from December 9 to 15, inclusive.

(1) With reference to the camouflage net contract, the declaration of trust, etc., there are items which are still open, some of which can be disposed of now.

First, let me answer one item in your teletype message of December 11, which resulted from a statement, in my teletype message of December 9 to you. Apparently there was an unintended implication in the latter that, under your method of reimbursing evacuees for income tax payments to be made by them, those who have low net taxable income, or none, would receive undeserved reimbursement. Not so, of course. I meant only that under my method there would be one disadvantage, namely, that those who have to pay surtaxes will not get full reimbursement, but I added that at least at the other extreme there was no disadvantage since those who have low net taxable incomes, or none, will not receive undeserved reimbursement. I can readily see how my statement was misinterpreted; I mention the matter now to clear it up and eliminate it.

I acknowledge receipt of the revised form of payroll receipt to cover signing by the worker's spouse.

You are no doubt advised that difficulty arose on December 12 as a result of the tentative draft of agreement getting into the hands of Mr. Stahl prematurely--at which point he stopped all preparations for work because the agreement (which he must have thought was in final draft) included provisions which he believed were not part of his deal.



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DEC 22 1942

inclusive.



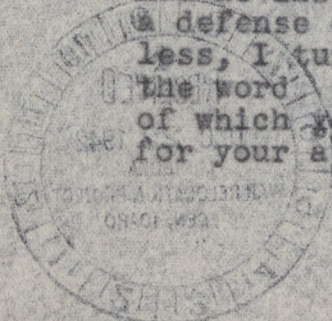
Philip M. Glick--2

The first attachment is the telegram sent to Mr. Cozzens at Gila over Mr. Coverley's signature. As a matter of fact, I had been somewhat concerned over the fact that everybody seemed to be proceeding as if the final agreement had been drawn and signed; however, I felt that the only position for me to take was that the preliminary letter of November 17 signed by Mr. Stahl was a sufficient basis for his proceeding (since everybody has been going on that assumption, and on any other assumption everything would have to stop until the final agreement is negotiated and signed). As you know, work was continued the following day after a long distance telephone conversation in which Stahl was reassured by Mr. Stancliff that the final agreement would conform with their negotiations.

There is still one open item on which I am to have your reply: Should evacuees have tax reimbursement on that portion of their wages which is deducted and paid to WRA for their subsistence? I would certainly not think so; and therefore asked for verification of that portion of your teletype of December 11. It would seem to me that there would be only slightly more justification--if there is any at all--for reimbursement of the tax paid on that part of their wages which represents subsistence than on that part which represents the \$12, \$16, or \$19 per month paid to them outright.

As soon as I have your decision on that point I can deliver the revised documents to Mr. Stancliff.

(2) With reference to the documents which I mailed to you under date of December 14, prepared in connection with the obtaining of insurance policies and surety bonds by consumer enterprises, I want to say this much more: I have now made an additional check of certain decisions which caused doubts as to whether insurance companies might have ground for refusing payment in case of loss, on the theory that the Project Director, though named as agent, had no insurable interest. I now feel satisfied that such a defense could not be successfully maintained. Nevertheless, I turned over those documents to Larry Collins with the word (included in my memorandum to Mr. Coverley, copy of which you have) that the documents had gone to Washington for your approval.





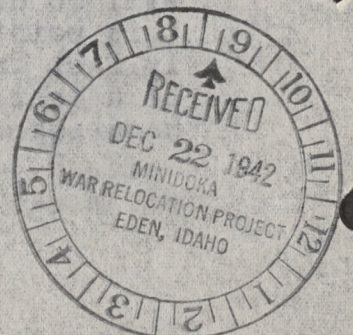
Philip M. Glick--3

(3) You will recall your letter to me regarding the 900 cases of sake concerning which there was doubt as to whether the evacuee had any interest or liability. However, before our receipt of that letter, the sake had already been moved to a Government warehouse in Los Angeles. Attached are copies of our letters to the evacuee, Kodani, to Theodore Haas at Poston, and to the Evacuee Property Supervisor at Los Angeles. We have received no further information, but I am pretty well satisfied from examination of the previous correspondence that the evacuee has an interest in the property; perhaps as the consignee of the merchandise, but at least to the extent of being responsible for its safekeeping.

(4) Not altogether unconnected with the sake matter is the general situation referred to in my memorandum to Russell Robinson, under date of December 10, attached. I wrote the memorandum to cover all cases of discovery, among effects of evacuees, of doubtful items, such as large quantities of sugar which may have been hoarded, liquor on which a tax may not have been paid, etc. Certainly WRA has no right to take the matter in its own hands and sell the property, even if it remits the proceeds to the evacuee. On the other hand, WRA ought not to close its eyes to the existence of such suspicious property. Therefore, in each such case, report will be made to the appropriate agency. Any action taken will be taken by such other agency, not by WRA. You agree?

(5) The California Unemployment Compensation question presents difficulties. Have Project Attorneys been protecting evacuees' rights by filing appeals or requests for reconsideration on these rejected compensation claims? And even if they have, are evacuees in a position, as a practical matter, to keep on complying with the statute, offering themselves for work, etc. It seems to me that the only real answer to the whole problem is the exertion of influence on the State agency by the Federal agency, because, failing that, requests for reconsideration and appeals alike will no doubt be denied. If there cannot be fast action at this point by the Federal Social Security Agency and a fairly fast answer by the State agency, then should there not be a test case brought in order to prevent the denial of hundreds of these claims?

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Philip M. Glick--4

(6) I understand that the California Department of Industrial Relations investigates unpaid claims for labor and attempts collection. Attached is a copy of our letter to the Deputy Labor Commissioner here, setting forth the details of the claim of an evacuee. Although only a portion of the claim is for labor, we describe the balance of the claim as well, since we understand that in the process of investigation the Department of Industrial Relations is sometimes successful in effecting collection of an entire claim, only a part of which is for labor.

(7) I received Maury Walk's letter dealing with the taking of powers of attorney and the questions of policy involved in that procedure. There can be no doubt in anybody's mind that the points raised require careful consideration. However, there is so much to be gained by the taking of powers of attorney, that I am by no means ready to turn away from the use of that additional tool for handling evacuee property problems. I am in the process of answering the points raised--at least to the extent of stating some reactions which might help to bring us to a decision.

(8) A separate memorandum attached deals with Russell Robinson's considered views on Seattle and Los Angeles.

(9) An aftermath of the reorganization is our own "Relocation". I believe we have certain space difficulties ironed out now so that Robinson's office and mine will be directly opposite each other and yet we will both have very satisfactory accommodations, and so will all others in the department. My memorandum to Duncan Mills, attached, has been supplemented by conversations which resulted in what looks to be a very comfortable arrangement of space for Kent Silverthorne, for the secretaries, and for me.

You will note the paragraph concerning our present residences. This results from the attempt now being made to move Evacuee Property offices to Berkeley. This would be a very convenient arrangement, as it happens, for better than 50% of Russell Robinson's division, but very inconvenient for this part of the office. Of course, the considerations, which I assume will govern, are: What accommodations can be obtained and at what price; with what departments and facilities in San Francisco do we deal--so

(a) [Illegible text]

(b) [Illegible text]

(c) [Illegible text]

(d) [Illegible text]

(e) [Illegible text]

(f) [Illegible text]

(g) [Illegible text]

(h) [Illegible text]

(i) [Illegible text]

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(u) [Illegible text]

(v) [Illegible text]

(w) [Illegible text]

(x) [Illegible text]

(y) [Illegible text]

(z) [Illegible text]



Philip M. Glick--5

that inconveniences and difficulties would result from moving across the Bay; with what departments and facilities do we deal in Berkeley--so that greater convenience would result from moving; and, finally, how many of the employees affected live across the Bay and how many live in San Francisco or down the Peninsula. Having finally connected with a highly satisfactory home in San Francisco, with a beautiful view of the Bay, (after three weeks of hotel living and fruitless search) you might gather that I personally am not delighted with the prospect of starting another search.

(10) All attachments, other than those discussed above, I believe explain themselves; nor do I think they present any questions requiring special consideration.

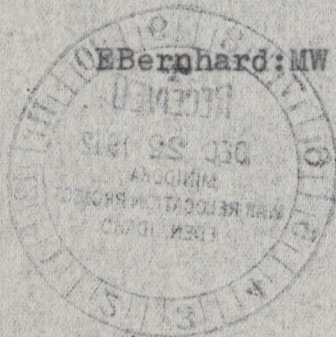
(11) One verbal opinion on a minor matter ought perhaps to be reviewed by you: the Caucasian wife of an evacuee, who never joined her husband at the relocation center--or even at the assembly center--required medical service on November 15 and November 17. Because she had no money, the county furnished the necessary medical services and medicines. The county now asks reimbursement from WRA. I did not feel that there was sufficient basis for the payment by WRA of any such claim. Do you agree?

Sincerely,

Edgar Bernhard

Enclosures

cc. All Project Attorneys
Mr. Maurice Walk



3381



WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

January 12, 1943

JAN 18 1943

Mr. Edgar Bernhard
Principal Attorney
War Relocation Authority
Whitcomb Hotel Building
San Francisco, California

pg M
Indy rep

Dear Edgar:

This will reply to your reports of December 16, 23 and 30. Apologies for delays in answering weekly reports are becoming quite the usual thing, I'm afraid, but you will better understand our very difficult situation during your stay in Washington. We do have encouraging news about the recruitment of additional attorneys and stenographic help, however, and I'm sure that before too long the inter-change of communications between Washington and the field will be more as we have always visualized it.

Report of December 16

1. I shall discuss the status of the net project documents in connection with your report of December 23. The question you raise in the latter part of item 1 about tax reimbursement we resolved in our exchange of teletypes.

2. With respect to item 4, I agree entirely that WRA has no right to confiscate and sell such items as excess sugar or untaxed liquor that belong to evacuees merely because their possession by the evacuees may be contrary to law or war-time regulation, even though the proceeds are remitted to the evacuees. We could, of course, by relocation center regulation prohibit the possession of such items in relocation centers; even in such a case the extent to which we could confiscate, rather than merely hold for the owner until his departure, is certainly subject to doubt. I see no objection to reporting suspicious circumstances to the appropriate agency for further investigation, although I believe we should be pretty sure in our own minds that a violation of law or regulation may be involved before we do so.

3. My most recent letter to Jim Terry discusses our latest information on the California unemployment compensation matter (see also Jim's report of January 2). Briefly, the Federal Security Agency

WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

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has not approached the State agencies yet, although it will probably issue a general statement of our position to them before very long. The California Department of Employment has indicated recently to several project directors that it does not regard evacuees as available for employment until they have been released from relocation centers. Jim Terry reports, however, that a representative of the San Francisco office of the Social Security Board has visited him, and together they have worked out a statement of availability for employment for attachment to evacuee claims for compensation. This will squarely raise the issue with the California people. By that time perhaps the Federal Security Agency statement will have issued. On your return to San Francisco I suggest that you get in touch with Mr. Smith, the Social Security Board representative who visited Gila, and discuss the whole matter thoroughly with him. In the meantime, the project attorneys should assist in the presentation of claims and the prosecution of appeals, in order to protect the evacuee's rights, and I am bringing these facts to their attention.

4. With respect to item 11, concerning the obligation of WRA to reimburse a county for medical services furnished to the Caucasian wife of an evacuee who had never joined her husband during the evacuation or thereafter, I concur in your judgment that there is no basis for payment of the county's claim by WRA.

Report of December 23

1. Your first three items -- concerning the question of powers of attorney, the Administrative Instruction, and the servicing of FSA loans -- will be three big topics for discussion when you arrive here, and I will reserve my comments until then. You will be interested in the attached copy of a proposed letter that has been prepared for transmission to the Director of the Budget, pointing out some factors indicating the need for a loan program and some of the administrative considerations involved pro and con. Ed Arnold prepared the letter after the discussion with Farm Security Administration that I have already reported to you. Since a new program involving expenditure of unbudgeted funds would be involved, the Director wanted to clear with the Bureau of the Budget and obtain its reaction before making a decision.

2. Regarding your item 6, it is my general impression that agricultural land is the only type of property that is affected by the alien land laws, and that Japanese nationals are protected by

WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

- 3 -

treaty in the ownership of other types of property. Nevertheless it would be advisable to check thoroughly the laws of the three West Coast States and Arizona, and I suggest that you continue your research. There is an opinion in the San Francisco series that will give you citations of alien land laws and coast cases upholding their constitutionality. If you find that the issuance of an opinion is advisable, I wonder if it would not be best to issue your opinion as a Solicitor's opinion, in view of its general interest and the wider distribution of Solicitor's opinions?

3. Now for the camouflage net project documents -- Jim Terry has sent in his drafts -- which were evidently prepared on the basis of your drafts that Mr. Stancliff took to Gila -- of the employment agreement and WRA-contractor agreement. He prepared as a separate document the pay plan, incorporating it by reference in the other documents. He has not yet sent in a copy of the trust agreement, upon which he was still working in collaboration with the project people. In my last letter to him, I explained the reason for the "preliminary letter" signed by Stahl -- it was never intended to be a contract, but served the purpose of a confirmation of preliminary agreements. While I must admit that neither you nor Jim had very much background information on this or other phases of the net project negotiations when matters were dumped in your respective laps, I am sure that the birth of the knitting club is certainly worth the travail involved.

I have written you separately about the applicability of the new California wage assignment law to the Manzanar net project; a copy of my letter has been sent to Bob Throckmorton for his information.

Leland Barrows is out of town, and the adequacy of the \$25.00 charge for subsistence, instead of \$25.50 is primarily a matter for his judgment. I doubt whether there will be any difficulty about the change, so long as the figure used is consistently applied at all relocation centers. The tent factory arrangements at Tule Lake may have been proceeding on the \$25.50 figure. Your question is being referred to Leland Barrows by memorandum for appropriate action.

4. Your action in the case involving a request to remove a document from a safety deposit box (item 9) is certainly the better alternative. The procedure you suggest will be noted by the Project Attorneys, I am sure, and you should have few additional requests along that line.

WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

- 4 -

5. I was quite pleased to note from your attachments that the Oregon State Tax Commission has upheld our contention that closed churches owned by evacuee groups are not subject to being placed on the tax rolls merely because they are no longer used for church purposes.

Report of December 30

1. The progress you are making on the Administrative Instruction is gratifying, and I am sure that it will greatly facilitate the job we have to do in our conferences here on evacuee property. With respect to Si Fryer's question about our legal authority to make loans, see the discussion in the attached proposed letter to the Director of the Budget. Briefly, our Executive Order clearly gives us power to make loans to evacuees in the management and maintenance of their property. Loans to substitute operators, where the major benefit is to them and not to the evacuees, are outside our present authority, although in particular cases we might be able to justify loans to substitute operators where a substantial part of the benefit will be in protecting evacuee property interests.

2. Maurice Silverman is looking into the land grant rate problem that you referred to us.

3. Let's discuss while you are here the question you raised in item 3 about the performance of legal work for WRA units in San Francisco other than the evacuee property division.

4. Regarding your question about uniformity of regulations applicable to contraband in relocation centers, it has already been decided not to prohibit citizen evacuees in relocation centers outside the Western Defense Command from possessing and operating cameras. See Administrative Instruction No. 74. No application has been made to the War Department to lift the restrictions, against either citizens or aliens in the Western Defense Command (except to permit WRA-supervised photographic studios for the purpose of making identification photos of evacuees leaving the centers); it is the general consensus that such a request would be fruitless. The WCCA took a very firm position on this matter several months ago. So there will be a measure of discrimination, and there is the undesirable result you point out that evacuees in the Western Defense Command will feel discriminated against. On the other hand, however, we should hardly withhold from

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citizens in relocation centers outside the Western Defense Command
privileges that other American citizens have, without some clear
necessity for so doing.

Sincerely,

Philip M. Glick
Solicitor

cc - All Project Attorneys
Mr. Walk