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June 22, 1942

CONFIDENTIAL

D. S. Myer

MEMORANDUM FOR THE DIRECTOR

Subject: Establishment of Loyalty Hearing Boards to give Certificates of Loyalty to Enemy Aliens after Personal Hearing and Investigation

Dear Dillon:

I am giving you this memorandum to call special attention to a subject that has cropped up frequently during the last three or four months. I believe it would be well for us to be ready to take a position on this matter, since we may have to act rapidly at any time in the near future.

From various sources there has come the suggestion that there be established local loyalty hearing boards which would grant public hearings, on request, to enemy aliens. On the basis of such investigation as may be possible and the holding of a public hearing by these boards, the boards would issue certificates of loyalty to individual enemy aliens. It is expected that possession of such a certificate would enable the alien to keep his job, or to get a job, and would protect him against molestation.

The Tolan Committee recommended some such procedure in its first report. Its recommendation is strongly renewed at pages 21 to 24 and pages 27 to 31 of its final report.

The Director of the Alien Enemy Control Unit of the Department of Justice, Mr. Edward J. Ennis, submitted to the Attorney General a memorandum recommending that the Department of Justice establish and operate such a procedure. The Attorney General disapproved the recommendation. I am informed that he did so, partly, on the ground that the Federal Bureau of Investigation said that the proposal would be very difficult to administer, would probably mean that certificates of loyalty would be given in a large number of cases to people who were, in fact, dangerous or potentially dangerous, and that the F.B.I. was in no position to make the large

39.050

19.200

number of investigations necessary for this purpose.

On page 24 of the Tolan Committee final report, the Committee says that, inasmuch as it is informed that the Department of Justice "is reluctant to assume the additional burdens arising from jurisdiction over these boards" the Committee recommends that the President establish a "War Hearings Authority" within O.E.M. by Executive Order.

Several letters that have come in to W.R.A., for example, the recent letter received from the Women's International League for Peace and Freedom, have urged the W.R.A. to follow a somewhat similar procedure for all Japanese-Americans. In the case of the Japanese, the proposal involves issuance of certificates of loyalty, not only to aliens but also to those who are American citizens.

If such loyalty hearing boards are to be established, they will be very similar in function and operation to the enemy alien hearing boards now administered by the Department of Justice. These boards hold hearings on aliens who are suspected of disloyal conduct. Also, the new boards would have to receive the close cooperation of the F.B.I. My guess is, therefore, that if loyalty hearing boards are established, they will be established in the Department of Justice or, in any event, will be set up as an independent agency that is intended to work very closely with the Department of Justice.

The impact of the loyalty hearing board idea upon the W.R.A. is somewhat peculiar. In the first place, it would involve, as I have said, issuance of certificates of loyalty to persons who are American citizens but who are of Japanese ancestry. The whole loyalty hearing board idea changes its character considerably when it is extended from aliens to citizens. In the second place, W.R.A. will be using a procedure that serves all the purposes of such a loyalty hearing board procedure if the furlough regulations that are now being reviewed in the Washington office are approved. The project director, under these furlough regulations, will be making individual investigations and the issuance of a furlough will be the equivalent of the issuance of a certificate of loyalty.

I have circulated to several members of the staff copies of Mr. Ennis' memorandum for the Attorney General on this subject, and of a brief memorandum the staff of the Tolan Committee sent to Mr. Eisenhower on this subject some time ago.

I might summarize my personal reaction to the loyalty hearing

board idea as follows:

1. I doubt that the President will approve the proposal, principally because of two factors -- (a) the F.B.I., Army Intelligence and Navy Intelligence cannot spare from other more urgent tasks the huge personnel that would be necessary to make the individual investigations; (b) there is very great danger that certificates of loyalty would be issued to persons who are not entitled to them, and this would increase the dangers of espionage and sabotage.

2. Those people who have sought to extend the loyalty hearing board proposal to the activities of the W.R.A. have allowed themselves to get confused about one important fact: it would be dangerous to establish a precedent for the holding of such hearings and the issuance of such certificates for citizens of the United States.

3. In the case of the W.R.A. program, the equivalent of the loyalty hearing board idea can be achieved through our proposed furlough procedure. Also, that furlough procedure would solve the problem in the case of citizens of Japanese ancestry without creating dangerous precedents for other citizens of the United States.

4. I believe we should try to find out what is the present status of thinking on the subject of loyalty hearing boards at the White House, the Budget Bureau, the State Department, and the Justice Department. The Tolan Committee is influential and is pushing the idea hard. If the administrative difficulties with reference to investigations could be solved, and if the proposal were carefully limited to aliens, it would have a great deal in its favor.

5. The Justice Department seems to be the more appropriate agency to administer the proposed activity than the W.R.A.

To facilitate consideration of this memo, I am taking the liberty of giving copies to Colonel Cress, and Messrs. Rowalt, Barrows, Stauber, Holland, and Provinse.

Sincerely,

Solicitor

PMGlick:HB

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July 1, 1942

Memorandum to: The Solicitor

From: Jerry W. Housel

Attached are:

(1) Copy of W.C.C.A. Operation Manual which includes as Amendment No. 2 the "Instructions Governing Operation and Maintenance of Assembly and Reception Centers under Jurisdiction of the Commanding General Western Defense Command", upon the basis of which Circular Letter No. 15 was issued. (This is an extra copy, and we may keep it.)

(2) Supplement No. 2 to the W.C.C.A. Operation Manual of June 24, 1942. (This is Colonel Cress' only copy, and we must return it, but we are making copies to retain with the Manual.)

Item B. which is set out in the Circular Letter appears at the top of page 2 of the Manual.

The title, statement of purpose, and context of the Manual all indicate that it governs operation and maintenance of assembly centers under jurisdiction, control, and supervision of the Western Defense Command and that it does not apply to Relocation Centers under the supervision of the War Relocation Authority. It appears, therefore, that the Authority recited in Circular Letter No. 15 as the basis for the Regional Director's action therein is not applicable to Relocation Centers administered by the War Relocation Authority, and hence does not authorize such action. From the information available here, the question of whether or not the Western Defense Command has given the Project Directors at W.R.A. Relocation Centers authority to authorize persons to enter such Centers depends upon whether this authority is provided and continues in instructions of General DeWitt's Headquarters of May 28, 1942, a copy of which is attached.

The title subject of the May 28, 1942 instructions is, "Functions of Military Police Units at Centers for Japanese Evacuees." Paragraph

1 of these instructions provides;

> "Prior instructions on the subject of functions of military police units at the assembly centers and relocation centers for Japanese evacuees are rescinded and the following instructions are substituted therefor:"

This indicates that the instructions apply both to Assembly Centers and W.R.A. Relocation Centers. (I have not located the "prior instructions.")

However, paragraph 1 b. states in part:

> "The center is operated by civilian management under the Wartime Civilian Control Administration, Headquarters Western Defense Command and Fourth Army."

Also, paragraph 1 c. (1) states in part:

> "The assembly centers in the combat area are generally located in grounds surrounded by fences clearly defining the limits for the evacuees. In such places the perimeter of the camp will be guarded to prevent unauthorized departure of evacuees. The relocation centers are generally large areas of which the evacuee quarters form only a part of the center. These centers may have no fences and the boundaries may only be marked by signs. At such centers the military police will control the roads leading into the center and may have sentry towers placed to observe the evacuee barracks. The balance of the area may be covered by motor patrols. The camp director will determine those persons authorized to enter the area and will transmit his instructions to the commanding officer of the military police. The camp director is authorized to issue permits to such evacuees as may be allowed to leave the center."

In his memorandum of June 8, 1942 to the Regional Director, the Regional Attorney, Edwin E. Ferguson, concludes that under these instructions "Project Directors of the War Relocation Authority have expressly been given authority by Headquarters, Western Defense Command and Fourth Army 'to issue permits to such evacuees as may be allowed to leave the center'". (See letter of June 8, 1942 and enclosures from Mr. Ferguson to Mr. Glick, Reading File No. 4.)

A similar position was taken in the Director's recent letters to the Regional Director and to Colonel Bendetsen concerning proposed Civilian Restrictive Order No. 16 declaring Relocation Centers to be military areas.

Inasmuch as Amendment No. 2 of June 6, 1942 has the same title as the instructions of May 28, 1942, and includes similar material,

it appears either (1) that Amendment No. 2 supersedes the instructions of May 28, 1942 and that such instructions of May 28, 1942 are no longer in effect, or (2) that Amendment No. 2 is concerned only with Assembly Centers under the supervision of the Western Defense Command and that the instructions of May 28, 1942 remain effective insofar as they apply to W.R.A. Relocation Centers.

Amendment No. 2 commences as follows:

"Paragraph III, entitled 'Exterior control and interior control' is hereby rescinded and the following substituted therefor:

"III. Exterior control - Functions of military police units at Centers for evacuees."

The instructions of May 28, 1942 contain only the following number at the top, "370.093 (P.M.)" It is numbered as a separate set of instructions and not as part of the W.C.C.A. Operation Manual. The organization and material in the May 28, 1942 instructions is considerably different from that in Amendment No. 2.

It is my opinion that the instructions of May 28, 1942 give authority to Project Directors at W.R.A. Relocation Centers to "determine those persons authorized to enter" the Centers, and that such authority has not been affected by Amendment No. 2. On this view, the action in Circular Letter No. 15 might properly be taken now on the basis of the instructions of May 28, 1942, as follows:

"CIRCULAR LETTER NO. 15, (AMENDED)

"MEMORANDUM TO: Project Directors

"SUBJECT: Permits for Visitors

"The instructions of May 28, 1942, issued by command of General DeWitt, Commanding General, Western Defense Command and Fourth Army, "Functions of Military Police Units at Centers for Japanese evacuees," provide in part, 'The camp director will determine those persons authorized to enter the area and will transmit his instructions to the commanding officer of the military police.'

"We shall, therefore, advise applicants for permits to correspond directly with Project Directors concerned, who will issue these permits.

"As a suggestion there is an attached form which you may wish to use for such purposes.

/s/ E. R. Fryer
Regional Director"

No change in the form attached to the Circular Letter is required.

NOV 10 1942

MEMORANDUM TO ALL REGIONAL AND PROJECT ATTORNEYS.

There is attached a memorandum to me from Mr. James A. McLaughlin, Assistant Solicitor, commenting on the draft incorporation papers attached to Op. Sol. No. 22. You may find his comments helpful in preparing instruments for the incorporation of a particular cooperative.

Philip M. Glick

Philip M. Glick
Solicitor

October 19, 1942

MEMORANDUM TO: Mr. Glick

SUBJECT: Comments on suggested papers relating to incorporation of consumer enterprises in California.

I have read the suggested papers relating to incorporation of consumer enterprises in California that were enclosed with Op. Sol. No. 22, and I have some comments which you may wish to pass on to the Regional and Project Attorneys for their consideration when they are asked to draft incorporation papers for a particular cooperative. Some of my comments are intended mainly to clarify and improve the language used in the original papers while others are intended to suggest alternative methods for handling the affairs of the cooperative:

A. ARTICLES OF INCORPORATION.

Article III, paragraph (d) - In view of the restrictions upon investment in Sec. 663.11 of the California Civil Code, it may be wise to insert at the commencement of this paragraph the following:

> "To acquire upon a majority vote of its members by an investment of not to exceed 25 percent of its capital in the aggregate stock, shares, and/or memberships of any other corporation and subject only to this restriction".

The present paragraph may then be picked up as the last part of the same sentence. Inserting this provision would put the corporation on notice of this statutory restriction on its authority to buy the stock of another corporation.

B. BY-LAWS.

Article III, Sec. 2 - The certificate of membership could be safely phrased in a more positive form, placing more emphasis upon the rights conferred and less upon the limitations. The first paragraph of the body of the certificate might thus read:

"This certifies that _____ is a member of Tule Lake Cooperative Enterprises, Inc. This certificate and the membership evidenced hereby are transferable as provided in the By-laws of the Cooperative. The Cooperative reserves an option to purchase this membership as provided in the By-laws; provided, however, that if the Cooperative shall not have exercised its option as provided in the By-laws, this membership may be transferred or sold to a person who is eligible to membership and who complies with the provisions of the Articles of Incorporation and By-laws of the Cooperative."

Section 6 - The form of this Section might well be changed to read:

"Inspection of Books and Records. Any person who has been a member of the Cooperative for at least twelve weeks shall be entitled to inspect the books of account, stock book, stock transfer ledger and the records of the minutes of the Cooperative and such books and records shall be available for inspection at reasonable hours on all business days."

Section 7, paragraph two might be clarified by changing it to read:

"If the Cooperative does not purchase such membership interest within _____ days, the member or his legal representative shall then have the right to dispose of the membership to any person eligible therefor. Transfers of membership shall not be effective until the transferor has surrendered his certificate and the transfer has been recorded upon the books of the Cooperative. The transferees shall thereupon be entitled to a certificate in his own name."

In order to give the Cooperative specific authority to borrow money and in order to explain more fully the proposal to permit the Cooperative to issue revolving fund certificates, Section 8 might be changed to read:

"Borrowing Money and Revolving Fund Certificates. The Cooperative is authorized to borrow money, with or without security, at not to exceed 6 percent and, to evidence the obligation to repay the same, it may issue bonds, notes, or certificates of indebtedness. Such obligations may be payable to

bearer or may be registered and transferable only on the books of the Cooperative."

The Cooperative shall be authorized to issue and sell to members and others revolving-fund certificates of a character hereafter described for the purpose of raising capital funds for furthering its business, and in order to further its cooperative character and to enable it to provide a means whereby its current and active members will finance it, the Cooperative shall be authorized to deduct from patronage refunds such portion thereof as may be determined from time to time by the Board of Directors. At the end of each fiscal year the Cooperative shall issue to each member a revolving- fund certificate to evidence deductions from patronage refunds. Such deductions shall be used for creating revolving funds for the purpose of building up such an amount of capital as may be deemed necessary by the Board of Directors from time to time and for revolving such capital Funds arising from such deductions and evidenced by such certificates or funds derived from any other source shall, when, in the opinion of the Board of Directors of the Cooperative, such funds are not necessary for the proper financing of the operations of the Cooperative be devoted to the refunding of the oldest outstanding series of revolving-fund certificates. Such certificates may contain such other terms and conditions not inconsistent herewith as may be prescribed from time to time by the Board of Directors of the Cooperative. Such certificates shall be issued in annual series, each certificate in each series upon its face being identified by the year in which it is issued; and each series shall be retired fully or on a pro-rata basis only at the discretion of the Board of Directors of the Cooperative in the order of issuance, by years, as funds are available for that purpose. Such revolving-fund certificates shall bear such rates of interest and only such rates of interest (in no event to exceed 6 percent per annum) as the Board of Directors in its sole discretion may from time to time prescribe without any obligation on the part of the Board of Directors and the Cooperative to pay interest on such certificates.

A record of all holders of revolving-fund certificates shall be kept and maintained by the Cooperative and such certificates shall be transferable only on the books of the Cooperative, and no transfer of certificates shall be binding upon the Cooperative unless so transferred. Notwithstanding any of the foregoing provisions, the Board of Directors shall have the power from time to time and at any time to pay off or retire, or secure a release or satisfaction of any revolving-fund certificates, in order to compromise or settle a dispute between any holder thereof and the association. All other debts of the Cooperative, both secured and unsecured, shall be entitled to priority over all outstanding revolving-fund certificates. Upon the dissolution or winding up of the Cooperative in any manner, after the payment of all other debts, all

outstanding revovling-fund certificates shall be retired in full or on a pro-rata basis without priority before any liquidation dividends are declared on membership certificates or on account of property interests.

A significant feature of this suggested change is that it would permit the Board of Directors to issue revolving-fund certificates in the amounts of the patronage refunds to which the members may become entitled.

Article IV. In the second line of (b) of Article IV, "of the net savings" may be substituted for "thereof" to eliminate the ambiguity.

The second paragraph of (c) might be clarified and made more specific by changing it to read:

> "If departments are established as provided in Section 12 of Article III, patronage refunds shall be made upon the basis of the profits of each department. If any department has an operating deficit, it shall be charged against the surplus reserve of that department to the extent of such reserve. Any additional deficit shall be charged against the profit or surplus reserves of the profitable departments in proportion of the net profits of each during such period. No patronage refunds shall be made for any period in which the department has an operating deficit or in which the Cooperative has a general operating deficit, or while the Cooperative has a capital deficit."
>
> "If departments are not established, no patronage refund shall be made for any period in which the Cooperative has an operating deficit or as long as the Cooperative has a capital deficit."

Article V. Section 2. This section might be changed to read:

> "Quorum. At any regular or special meeting of which notice has been duly given a quorum shall consist of 100 members, except while the membership is less than 200, when the quorum shall consist of one-half of the membership."

A requirement of a specified number for a quorum is desirable in that it would require a representative group for conducting corporate affairs.

Section 3. Where the project has a newspaper, as it will have in most instances, it might be well to publish notices of membership meetings. Accordingly, after "business" in the second line of the second paragraph, there might be inserted "and notice shall be published at least once in the Center newspaper", with the remainder of the sentence following as before.

Section 4. In the second paragraph, second line, a comma may be inserted after "meetings" and "advertised and" may be inserted before "posted", if the above suggestion for changing Section 3 is adopted.

Section 8. In the first line "written" might be substituted for "absentee".

Article VI, section 4. There might be added to the end of this section a provision for the removal of officers, such as: "The Board shall have power to remove officers for cause. Upon request a removed officer may receive a statement in writing of the reasons for his removal. He shall be eligible for reelection unless convicted of an offense involving moral turpitude by the Judicial Committee of the Community Government or by a criminal court.

Article VII, section 1. To authorize the Board of Directors to appoint a committee to which it could delegate full powers to act for it, the section might be changed to read: "The Board of Directors may, in its discretion, appoint from its own membership a General Executive Committee or several executive committees, such as a Community Store Executive Committee, and a Personal Services Executive Committee, and such other committees as may be necessary, and may determine the tenure of office of committee members and their powers and duties as may, from time to time, be prescribed by the Board of Directors and such powers may, subject to the general direction, approval and control of the Board of Directors, be all of the powers and duties with respect to particular enterprises or matters."

Article VIII, Section 2. This section might be changed to read:

Amendment of By-laws. The by-laws of the Cooperative may beamended by three-fourths of the members present at a regular meeting or at a special meeting convened for such purpose, upon notice of the proposed amendment and notice of the meeting given at least ten days prior to such meeting and setting forth fully and clearly the proposed amendment."

C. BOND. This paragraph might be changed to read:

Period of coverage. "First: Liability under this bond begins on the _____ day of _____, 19__, with respect to the person then filling the position of Treasurer of the Cooperative and continues with reference to him and his successors during the periods of their respective incumbencies of the office." Changing the paragraph in this way would make the statement of the period of coverage more concise.

Changes in Amount of Coverage. Paragraph three. In order to clarify an ambiguity, the clause after "request" in Line 6 might be changed to read:

"And the total liability of the surety by reason of any such changes shall not exceed an amount in the aggregate larger than the total amount of coverage specified in such written acceptance."

Notice and Proof of Loss. The second sentence and the sentence constituting the following paragraph may be rearranged as the last part of this first paragraph so as to read:

"In the event of any loss covered hereunder, the Project Director is empowered to give notice thereof to the Surety, to give Surety proof of such loss, to bring suit against the Surety within the respective periods limited therefor in this bond, and to recover for the benefit of the Cooperative any loss payable hereunder. Discovery of such loss by the Cooperative more than 90 days prior to the discovery thereof by the Project Director shall not affect the obligation of the Surety to pay such loss where the Project Director gives notice to the Surety and makes proof of loss within the specified periods after his discovery of the loss."

Annual Premiums. The language subsequent to "coverage" in line 3 may be struck.

D. APPLICATION FOR PERMIT TO ISSUE AND SELL MEMBERSHIP CERTIFICATES.

Paragraph IV. ~~The period at the end of the first sentence of the detailed statement may be changed to a comma and the following inserted: "a restricted military area under the administration of the United States War Relocation Authority."~~ The following additional sentence may be added at the end as the fifth and final sentence of the detailed statement: "Sales will chiefly be made to residents of the Center." These facts would probably be helpful to the Division of Corporations in considering the application.

This should not be added, P M G

Jurat. If no statements are made on information or belief, the language subsequent to "knowledge" in line one and preceding the signature may be struck.

James A. McLaughlin
Assistant Solicitor

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WAR RELOCATION AUTHORITY

Office of the Solicitor

Washington

November 17, 1942

AIR MAIL

Mr. E. E. Ferguson
Regional Attorney
War Relocation Authority
Whitcomb Hotel Building
San Francisco, California

Dear Ed:

In response to your letter of November 11 concerning your opinion S.F.-45, I have just sent you the following teletype:

> "Reyourlet November 11. Policy questions on Evacuee Trust Fund were settled at conference last Saturday between Director, Rowalt, Fryer, Barrows, Clear and myself. We will prepare necessary papers in Washington. If you have further recommendations, please airmail them. Letter follows."

At the meeting in the Director's office we agreed substantially as follows:

1. We will proceed with the establishment of an Evacuee Trust Fund only in the cases where commitments have already been made to the evacuees, and the Community Councils have already indicated that they want such a fund to be established. This covers the camouflage net factories at Manzanar and Gila. I don't recall at the moment whether it also includes such a factory at Poston.

2. We shall need three instruments - (1) a contract between the WRA and the private employer, in which the employer will agree to employ in the enterprise only such evacuees as will agree to the payment of their "surplus wages" into the trust fund, and will agree to make the required payments directly to the trust fund; (2) an employment contract or wage assignment between the employer and the employee; and (3) a trust agreement establishing the trust fund, defining the beneficiaries, and describing the way in which the fund in trust is to be distributed.

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3. We will provide that the employer is to pay direct to the employee cash compensation at the rate of $12, $16, or $19 in accordance with the usual classification. In addition, where the employer or WRA wants such a provision in a particular case, the employer will agree to pay directly to the employee a cash bonus. The bonus will be payable for production in excess of an agreed norm. Further, the employer will pay directly to the employee the equivalent of the cash clothing allowance for himself and members of his family to which he would be entitled if he were working for WRA. (This last point is subject to change. It is possible that arrangement will be made for the trustees to pay the clothing allowance instead of the employer, in which case the equivalent of the clothing allowance will become part of the "surplus wages".)

4. The payments mentioned above as those to be made by the employer direct to the employee will constitute the cash wage payable directly. The balance of the earnings of the employee are considered as "surplus wages" and are to be paid by the employer to the trust fund. The contract between the WRA and the employer will require the employer to pay his employees at a stated scale (apparently somewhere in the neighborhood of 60 cents an hour in the case of the camouflage nets), part of it to be paid directly to the employee and the balance to the trust fund.

5. In the case of the trust fund to be established on the California projects, we shall have to use a form of wage assignment that the employee can execute at the time that he receives each pay check.

6. A majority of the trustees are to be evacuees, but an employee of the WRA may serve as one of the trustees where everybody believes that that is desirable. The trustees are to be bonded, and suitable arrangements are to be made for selecting an approved depositary, etc.

7. If it is desired that the trustees shall pay the clothing allowance in lieu of having the employer do so, then the trustees will pay such allowance periodically out of the trust fund, in accordance with the usual conditions of eligibility.

8. On termination of the employment enterprises in connection with which the trust fund is being established, the trustees will disburse the fund to the beneficiaries. All evacuees who are employed within the relocation center during the life of those enterprises, whether employed by the WRA, the Community Enterprise or any private employer subject to the trust fund agreement, will be eligible as beneficiaries to share in the distribution. The distribution will be prorata, measured by the $12, $16, $19 categories, and measured also by the length of time for which the beneficiaries were

thus employed within the center during the life of the enterprises. The bonus payments made are to be disregarded in computing the pro-rata shares.

9. The trust fund will pay to WRA, before disbursements are made to the beneficieries, the amounts owed by the evacuee employees to WRA for their own subsistence. The WRA will not, however, seek to collect from such employees, through the trust fund or otherwise, for the subsistence of their dependents.

10. The trust fund will be expected to meet such administrative expenses as may be necessarily incurred by the trustees in administering the trust.

I believe this summarizes the essential points of policy that were agreed upon. Si Fryer checked these points with Stancliff over the telephone, and I understand that Stancliff stated that he anticipated no difficulty in securing agreement on these points from the employers with whom he is negotiating. I have asked Lewis to undertake personally the preparation of the necessary instruments. We shall probably also issue an opinion summarizing the instruments and their legal basis. He is working directly on the problem with John Clear.

If you have done any other work in connection with this problem that I don't yet know about, or if you or any of the Project Attorneys concerned have any material we can use or suggestions or recommendations to submit, please send them in to me promptly.

Sincerely,

(signed)

Philip A. Glick
Solicitor

Berkeley

WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

Coopintvs

November 18, 1942

MEMORANDUM TO: Mr. Provinse

FROM: Philip M. Glick, Solicitor

Mr. Richardson's memorandum of November 4, 1942, asked our opinion concerning the following legal questions relating to the organization and operation of cooperatives at the relocation centers:

1. Are the cooperatives liable for taxes on income earned prior to and after incorporation:

2. Are the cooperatives liable for Federal social security and State unemployment compensation taxes and workman's compensation insurance?

3. Are funds required by law to be deposited in reserves exempt from taxation? Is there any objection to issuing certificates of equity or indebtedness against these reserves in favor of members or patrons?

4. Are the cooperatives liable for taxes on their equipment, including equipment which will be used exclusively at the projects?

5. Are the cooperatives required to obtain licenses for trucks which are not used on the public highways?

6. Are the cooperatives liable for State and Federal taxes on gasoline used by their trucks?

7. What restrictions if any are imposed by statute with respect to aliens as members, owners or directors of cooperatives at the relocation centers?

8. Is it necessary for cooperatives organized under the laws of the District of Columbia to qualify in the usual manner as foreign corporations in the States in which they propose to do business?

We have already done some work on the question of the liability of the Manzanar consumer enterprises for Federal and California State income taxes and an opinion will be issued shortly. The opinion will also discuss the liability of other consumer enterprises for Federal

income taxes. With respect to the problem presented in paragraph 3 b of Mr. Richardson's memorandum, we have recommended to the Director that he request a ruling from the Commissioner of Internal Revenue as to whether the Manzanar consumer enterprises may deduct refunds made to patrons upon the basis of estimated patronage. We have prepared a letter for this purpose. The conclusions contained in the Commissioner's ruling will probably be applicable to other consumer enterprises which can estimate patronage fairly accurately.

We understand that the Poston Temporary Community Enterprises, to which Mr. Richardson referred in paragraph No. 6 of his memorandum, has been organized as a trust but its tax liability is probably the same as the temporary enterprises at the other relocation centers. The discussion contained in the opinion relating to the liability of the other temporary enterprises, will, therefore, be applicable to the Poston consumer enterprises.

The question as to whether there is any objection to permitting Caucasian personnel to become members of the consumer cooperatives is primarily an administrative question. Since the cooperatives will be privately owned and since they will be under the control of their respective boards of directors, there is no legal objection.

The questions listed above will require a great amount of legal research which will take a considerable amount of time. However, we shall prepare and issue opinions concerning each of these questions as soon as possible.

Philip M. Glick
Solicitor

WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

NOV 19 1942

Mr. Jerry Housel
Regional Attorney
War Relocation Authority
Kittredge Building
Denver, Colorado

Dear Jerry:

Further reference is made to item No. 6 in your weekly report of October 17, 1942, relating to the question of whether it will be necessary for a cooperative organized under the laws of the District of Columbia to qualify as a foreign corporation in the State of Wyoming. You will recall that you mentioned a decision, State ex rel Eaton v. Hirst, 53 Wyo. 163 (1938), in which the Supreme Court of Wyoming quoted a part of an opinion of a Wyoming Attorney General to the effect that a corporation organized under the laws of the United States is not required to comply with the provisions of the Wyoming laws relating to foreign corporations. The case related to a national bank.

Congress, in enacting laws applicable to the District of Columbia, possesses a dual authority. It may legislate for the District with the same authority that it legislates with respect to the territory within a State and it may also legislate for the District in much the same capacity as a State legislature. Where Congress legislates for the District as the local legislature, the laws which are passed are regarded by the State courts as the laws of one of the "other States" for many purposes. Such laws usually confer no special rights upon a corporation organized under them. See 18 C.J.S. 409.

The general rule with respect to corporations organized under laws enacted by Congress as the local legislature for the District of Columbia as compared with corporations organized under laws enacted by Congress as the legislative body for the United States is stated in Fletcher, Cyclopedia of Private Corporations, Vol. 17, page 20 as follows:

"Congress has the power to create corporations, both in its capacity as the legislative branch of the national government, and as the local legislature for the District of Columbia or the territories, and the status of any given corporation created by or pursuant to an act of Congress depends upon the capacity in which Congress exercised its powers in creating it. Thus, it is the general rule that a corporation created by Congress in the exercise of its powers as the local legislature for the District of Columbia or a territory is a domestic corporation of the District of Columbia or the territory, as the case may be, and a foreign corporation with respect to the states. But this is not true of a corporation created by Congress in the exercise of its powers as the legislature for the United States, and it is a settled rule that such a corporation is not to be regarded as a foreign corporation, but as a domestic corporation, in any state or territory in which it may do business, or in which it may have an office."

The following cases also explain the status of corporations organized under statutes enacted for the District of Columbia and indicate that such a corporation is regarded as a foreign corporation under the State laws to which the decisions relate: Ex Parte Flesher, 252 Pac. 1057, 81 Cal. App. 128 (1927); Layden v. Knights of Pythias, 39 S.E. 47, 128 N. C. 546 (1901); Loudoun National Bank v. Continental Trust Co., 180 S. E. 548, 164 Va. 536 (1935), appeal dismissed 297 U. S. 698. The District of Columbia Cooperative Law was, of course, enacted by Congress as the local legislature for the District. The title of the law indicates that it was enacted to amend the Code for the District of Columbia, and it is administered by officials for the District of Columbia.

These citations may be of assistance to you in making your recommendation as to whether the cooperative at Heart Mountain, if organized under the District of Columbia law, should qualify as a foreign corporation in Wyoming.

Sincerely,

Philip M. Glick

Philip M. Glick
Solicitor

cc: E. E. Ferguson
Robert A. Leflar
James H. Terry

CMFeatherston: FSP
11-18-42

Berkeley

Granada Relocation Center
Amache, Colorado

December 11, 1942

VIA AIRMAIL

Mr. Philip M. Glick, Solicitor
War Relocation Authority
Barr Building
910 Seventeenth Street, N. E.
Washington, D. C.

Re: Granada Community Enterprises

Dear Philip:

Your letter of December 5 was received by me this morning. The local enterprise started doing business first as a canteen then later adding variety goods, and in the first part of October started stocking the stores with substantial merchandise. In reality, the enterprise started doing business around October first.

There is really no legal entity to the organization although it could be construed to be an unincorporated association or a trust for the permanent incorporated enterprise. The managers and operators of the business are W. Ray Johnson and J. L. Rogers, although this is under the supervision of Mr. Rossman.

The stores had gross sales in September of approximately $11,000.00 and a net profit of $1,800.00. For September and October the stores have gross sales of approximately $17,000.00 for each month. Mr. Rossman was here a short time ago and changed the system of accounting, and the store officials tell me that for this reason they are a little behind in their work and cannot give us the amount of net profits for either October or November at this time.

The stores have maintained records of patronage since December first, and have paid the Colorado sales tax since commencing operation.

The temporary enterprise had been going for some time when I came to the project, but since then, the educational part of the program has been completed and we are now ready to incorporate. As I mentioned in my last report, Mr. Rossman thought it advisable to

incorporate under the Colorado law and we expect to have the incorporation completed before the first of the year. Rough drafts of the Articles of Incorporation and the By-laws are being prepared at this time, and the organization committee composed of evacuees (the incorporators) has agreed pretty well as to the type and form of co-op it wants, and has agreed, to a certain extent, as to what the by-laws should contain. My thought was that this temporary enterprise would be merged into the permanent organization, and that the fiscal year would be from October first to October first (the date it actually commenced doing business), and that the officers and managers of the temporary co-ops were really agents for the incorporators who are to incorporate the permanent organization. I anticipate no trouble over the Colorado Bulk Sales Law as there will be sufficient funds to pay all creditors.

The merchandise in the stores have been covered by fire insurance. As far as I can tell, the stores have been conducted in a very business-like manner as far as the actual operation is concerned.

I have talked to Mr. Rogers regarding the advisability of carrying public liability insurance, particularly in view of the fact that the buildings used as stores are not constructed for such purposes, and there is a serious hazard in each of the stores by reason of coal stoves setting on cement blocks, which blocks extend out from the stove in such a way that persons might stumble over them, thus falling against the stove. Yesterday I advised him to take out public liability insurance on the stores, and if for any reason we shouldn't have done this, we can cancel it out, but I recommend that this coverage be obtained. We have had no trouble obtaining insurance. I will await your further suggestions regarding the incorporation of the cooperatives.

(2) I notice from the Solicitor's Memorandum No. 14 that you received a copy of our local charter. My last report set forth what had happened to this charter, and we are now working on another one but have nothing but a tentative rough draft so I have nothing to forward at this time, and the one that was previously reported to you is out.

(3) Please advise me if anything definite has been decided as to whether evacuees employed at the Center are government employees so as to entitle them to the benefits under the Federal Employees Compensation Act.

Yours very truly,

DONALD T. HORN
Project Attorney

DTH/kf

WAR RELOCATION AUTHORITY

Office of the Solicitor

Washington

January 30, 1943

MEMORANDUM FOR E. J. UTZ

My draft on the opinion relating to WRA authority to lease lands which it has acquired and which it temporarily does not need has been completed, but there was not sufficient time for it to be reviewed and released before tonight. However, Lewis who will issue the opinion as Acting Solicitor has read it, and we are in agreement on the conclusions.

I can therefore tell you that an opinion will be issued early next week in which the following conclusions will be reached:

I. The WRA has no express authority to convey lands or any interests therein. Although such authority under special circumstances may sometimes be implied, WRA has no implied authority to grant leasehold interests to private operators in lands which it has acquired for relocation centers and which it temporarily has no need for. Therefore, we cannot take care of our Granada situation by granting leases.

II. The authority of WRA to grant licenses for grazing and cropping purposes with respect to such lands to private operators is, however, clear. This has been done by Government agencies for many years and is approved in a substantial number of Attorney General opinions.

III. The disadvantage of a license, of course, is that it is revocable at the will of the lessor, which in this instance is the Government, and thus, the licensee has no assurance that he will be permitted to occupy the lands for the entire cropping or grazing season. If the War Relocation Authority should purport to give the licensee the right to use the land for a definite period, it really would be granting an interest in the land rather than a mere license. Possibly, this difficulty can be overcome by advising prospective licensees that the Authority would have been willing to give them

leases were it authorized to do so; and that, although the Authority will have the right to revoke their licenses at any time, it does not intend to do so any time before the cropping or grazing season is over. A further measure of security might be given licensees by requiring the consideration for the licenses or a substantial portion thereof to be paid only as the crops are harvested or as the pasture is used.

/s/ M. S.

Maurice Silverman

E 2.22

WAR RELOCATION AUTHORITY
Office of the Solicitor
WASHINGTON

Ed marks

JUL 5 - 1943

To: John Provinse

Subject: June 25 report of the Project Attorney at Poston

You will be interested in the following excerpt from the June 25 report of the Project Attorney at Poston:

"COMMUNITY ACTIVITIES. Dr. Powell, Acting Chief of the Community Services Division (soon to be renamed) informs me that prior to receiving a recent Administrative Instruction the instructors in each Japanese activity had been cut to two for each community. The change to one which must now be effected will be especially hard, he thought, for 'goh', 'shibai', and 'judo'."

Philip M. Glick
Solicitor

DIR

DRAFT July 10, 1943

House Committee on
Un-American Activities
Washington, D. C.

Sirs:

Although WRA has stressed typically American games and sports, its policy from the outset has been to permit Japanese-style sports as long as they are not identified with political activity. Judo is popular with a certain group at the centers. If not given recognition by WRA, it would flourish underground, a situation which might lead to an undesirable state of affairs. As it is, WRA's payment of cash advances to 29 persons at all the centers (see accompanying chart) does not represent much of an outlay in the aggregate, and has the advantage of bringing these activities within control of WRA administrative, personnel, and other controls. The activities fall into their proper perspective in the athletic program of the centers, and contribute to the project's physical well-being. The 29 persons employed represent less than three per cent of the total number employed in recreational activities in the ten centers. The bulk of them are in the $16 per month category. WRA has not gone to any other expense in connection with this activity.

Goh is a table game which possesses some of the characteristics of chess and Chinese checkers. Hundreds of the older men at the projects play this game in their spare time. At several of the projects evacuees are assigned to goh. Their job usually involves some instruction, arranging of tournaments, and maintenance of the hall used for this activity. The residents have provided all their own goh equipment.

Records immediately available in Washington do not indicate the number of evacuee personnel devoting all or part of their time to baseball and softball. We are obtaining this information from the projects, and will furnish it to your Committee as soon as possible. It may be said, however, that the total engaged in baseball, softball and other American sports and activities outweighs those in Japanese-style pursuits by at least 3 to 1, and at some projects by as much as 10 to 1. The most popular sport at all the centers is baseball. Literally thousands at each center participate in twilight, industrial, school, girls, oldtimers and other softball leagues. The older men as well as the younger are interested in baseball, and in some cases have provided equipment for the teams and players they follow.

EBMarks:HMP

NUMBER OF JUDO INSTRUCTORS

The following list indicates the number of Judo instructors at each project as of July 1, 1943:

Granada	- 1
Jerome	- 2
Heart Mountain	- 2
Minidoka	- None
Rohwer	- 2
Manzanar	- 11 *
Central Utah	- 1
Gila River	- 2
Tule Lake	- 2
Colorado River	- 6 #

* According to Manzanar's employment report of May 17, 1943 the 11 judo instructors are assigned to the division of project administration and not to community activities. In this report their "degree of essentiality" was listed as "one". (In addition 8 members of the Peace Committee were also included in the same list.)

Based on June 25, 1943 report of Project Attorney at Poston.

(COPY)

FACTS OF JUDO

Judo is the Art of Self-defense. It is the belief that in the primitive age long before man discovered the use of weapons such as stone hatchet, spears, bows and arrows, the only way he defended himself as best as he could was by general use of his fists, arms, legs, body and powerful teeth. Through the millenniums, tactics have changed, refined and improved, until the present age finds Judo practiced by civilized man as the Art of Self-defense.

Judo is the study and training in mind and body. Through the study of different methods of attack and defense, it can be explained in brief that whatever be the objective, results can best be attained by the highest or maximum efficient use of mind and body for that purpose. It enables an unarmed man to defend himself against his adversary who is physically stronger or armed; his technical skill making it possible to disable opponents without injuring him fatally. Judo also helps one to be alert, striving to detect the weak points of the opponent, and also to be earnest, sincere, thoughtful, cautious and deliberate in all his dealings. Judoist are trained to make quick decisions and to take prompt action.

Possessing natural physical strength and muscles of steel are advantageous but presence of mind at all times is vital in order to gain advantage over stronger opponents. Self assurance, flexibility and quick thinking are also the paramount essentials of successful Judoists.

The demonstration will be in following order, slow motion at first and then actual competitive speed.

1. Art of falling.
2. Randori---art of free exercise practice under condition of actual contest. (Choking, holding, bending or twisting his arms and legs.)
3. Art of throwing---(Various methods, 15 different ways.)
4. Art of self-defense---(General demonstration.)

(COPY)

KENDO (FENCING)

Kendo is one of the three oldest sports in the Orient. It is somewhat similar to fencing which is popular in European countries.

Kendo has been the means of improving one's physical appearance and posture. Usually, persons of undersized and underweight appearance have taken up the sport. It builds them up, physically and mentally. Confidence, posture, grace and agility are some of the benefits derived from participation.

Points are gained by clean hits on the wrist, head, side, and throat thrust. Two out of three points constitute a contest. There are seven outstanding forms in actual competition whereby points are gained. (The person on the spectators (left) scores the points.) Slow motion at first and then actual competitive speed.

1. Point scored on head by counter-attacking after taking one step backward.
2. Point scored on wrist by counter-attacking after side-stepping to the left.
3. Point scored by throat thrust after parrying opponents thrust.
4. Point scored on head by counter-attacking after evading thrust to chest.
5. Point scored on head by counter-attacking after parrying opponent's hit for the head.
6. Point scored on wrist by wrist action.
7. Point scored on side by quick action when the move of the opponent is suspected.

The demonstration under actual competition: Please note closely the points scored with the fencing sticks. If and when clean hits are made on anyone of the seven points demonstrated previously, the hit constitutes one point.

This demonstration contest will be 2 out of 3 points.

	Boy Scouts	Girl Scouts	YWCA	GIRL RESERVE	HI-Y	YMCA.	USO	Red Cross	AAUW.	JACL
Merrisdale.	125 12/11/42 Hemet Chestnut, Snake River Area Council	175 9/15/42 Summer Portland	33 10/10/42 Magic Valley Section - Denver	180 10/10/42 Magic Valley Council	ORG	ORG 1/31/43 Portland	Informal girls club - Servicemens.	Rep. has visited well sponsor Home Nursery First aid; War Fund Drive - Idaho	0	ORG

	manager		Sonora		Jerome		Ft Hunt		Mendota		Rohwer		Tule		Gila		Jerome		Poston			
	April 1	Now	April 1	Now	April 1	Now	April 1	Now	April 1	Now	April 1	Now	April 1	Now	April 1	Now	April 1	Now				
Judo	11	11	4	1*	6	2	4	2	0	0 } Vol	1	2#	2	2	7	2	1	1	9	6	36	23
Sumo	0	0	0	0	0	0	0	0 } Vol.	0	0 } Vol	1	2	1	1	11	2	0	0			13	5
Kendo	0	0	0	0	0	0	0	0 } Vol.	0	0 } Vol	0	0	0	0	0	0	0	0			0	0
Expenditures	None Housing paid by public contributions.		None		Sewing Project made 58 Judo Suits ~~[illegible]~~ out of old surveyed mattress covers. Sent to participants		Made Judo Jackets in Sewing Project		None		WRA purchased approximately $100 worth of equipment.						Supply janitor and Service + Building Space					
No. of Buddhist Priests	?	2	?	2	(6)	5	?	8	6			3	6			8		5				45

June 1
Judo 2½ Enrolled ~~20~~ 4 14 4
Sumo 2
Kendo 1

(6) (29) (45)

* most of time with Boys Clubs.
\# + 2 assistants assigned as athletic instructors.

-2H

2000 – 2500

2500 Boy Scouts –
Music –
Contacts with Farms –

{ 450 –
Blue Star Mothers
War Bonds.

AAUW
Future Farmers.

T50

Boy Scouts – Farming
Salvage –
War Bonds –
Red Cross –

Movies

Utah →

Bert –

Judo.

Hurst	2 —	6/29
Wanders	1	6/29
Pastar	4 — 7	3/8
Jarome	2	6/29
Zila	2	5/10
Jule	2	
Topay	1	
Rubino	2*	6/1
Menchin	0	6/29
Mangano	11	6/29

23

* + 2 assistants

Attorney

WAR RELOCATION AUTHORITY
OFFICE OF THE SOLICITOR
WASHINGTON, D. C.

MAR 11 1944

MEMORANDUM FOR PROJECT ATTORNEYS

I am sending you the attached memorandum entitled "Statutory provisions applicable to the Department of the Interior which are of interest to the War Relocation Authority" for your information.

Acting Solicitor

Enclosure

-

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February 28, 1944

Memorandum to: The Assistant Director

Subject: Statutory provisions applicable to the Department of the Interior which are of interest to the War Relocation Authority.

5 U.S.C. 487

"Expenditures of department. The Secretary of the Interior shall sign all requisitions for the advance or payment of money, out of the Treasury, upon estimates or accounts for expenditures upon business assigned by law to his department; subject, however, to adjustment and control by the proper accounting officers of the General Accounting Office. (R. S. § 444; June 10, 1921, c. 18, § 304, 42 Stat. 24.)"

5 U.S.C. 494

"Exchange of automobiles. The Secretary of the Interior may exchange automobiles in part payment for new machines used for the same purpose as those proposed to be exchanged. (Mar. 2, 1917, c. 146, § 1, 39 Stat. 973.)"

41 U.S.C. 16

"Contracts to be in writing. Except as otherwise provided by law, it shall be the duty of the Secretary of War, of the Secretary of the Navy, and of the Secretary of the Interior, to cause and require every contract made by them severally on behalf of the Government, or by their officers under them appointed to make such contracts, to be reduced to writing, and signed by the contracting parties with their names at the end thereof; a copy of which shall be filed by the officer making and signing the contract in the returns office of the Department of the Interior, as soon after the contract is made as possible, and within thirty days, together with all bids, offers, and proposals to him made by persons to obtain the same, and with a copy of any advertisement he may have published inviting bids, offers, or proposals for the same. All the

45-75-3

copies and papers in relation to each contract shall be attached together by a ribbon and seal, and marked by numbers in regular order, according to the number of papers composing the whole return: Provided, That the Secretary of War or the Secretary of the Navy may extend the time for filing such contracts in the returns office of the Department of the Interior to ninety days whenever in their opinion it would be to the interest of the United States to follow such a course. (R. S. § 3744; June 15, 1917, c. 29, § 1, 40 Stat. 198.)"

41 U. S. C. 17

"Oath to contract. It shall be the further duty of the officer, before making his return, according to section 16 of this title, to affix to the same his affidavit in the following form, sworn to before some magistrate having authority to administer oaths: 'I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me personally with _____; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____, or any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.' (R. S. § 3745.)"

41 U.S.C. 18

"Omitting returns. Every officer who makes any contract, and fails or neglects to make return of the same, according to the provisions of sections 16 and 17 of this title, unless from unavoidable accident or causes not within his control, shall be deemed guilty of a misdemeanor, and shall be fined not less than $100 nor more than $500, and imprisoned not more than six months. (R. S. § 3746.)"

41 U.S.C. 19

"Instructions. It shall be the duty of the Secretary of War, of the Secretary of the Navy, and of the Secretary of the Interior to furnish every officer appointed by them with authority to make contracts on behalf of the Government with a printed letter of instructions, setting forth the duties of such officer, under sections 17 and 18 of this title, and also to furnish therewith forms, printed in blank, of contracts to be made, and the affidavit of returns required to be affixed thereto, so that all the instruments may be as nearly uniform as possible. (R. S. § 3747.)"

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50 U.S.C., App. § 611

War contracts exempt from certain restrictions upon authorization by President. The President may authorize any department or agency of the Government exercising functions in connection with the prosecution of the war effort, in accordance with regulations prescribed by the President for the protection of the interests of the Government, to enter into contracts and into amendments or modifications of contracts heretofore or hereafter made and to make advance, progress and other payments thereon, without regard to the provisions of law relating to the making, performance, amendment, or modification of contracts whenever he deems such action would facilitate the prosecution of the war: Provided, That nothing herein shall be construed to authorize the use of the cost-plus-a-percentage-of-cost system of contracting: Provided further, That nothing herein shall be construed to authorize any contracts in violation of existing law relating to limitation of profits: Provided further, That all acts under the authority of this section shall be made a matter of public record under regulations prescribed by the President and when deemed by him not to be incompatible with the public interest. Dec. 18, 1941, c. 593, Title II, § 201, 55 Stat. 839."

Executive Order 9001 authorized the War Department, the Navy Department, and the Maritime Commission, "to enter into contracts, and into amendments or modifications of contracts heretofore or hereinafter made, and to make advance, progress, and other payments thereon, without regard to the provisions of law relating to the making, performance, amendment, or modification of contracts." Section 2 of Executive Order 9001 provides that "The contracts hereby authorized to be made include agreements of all kinds (whether in the form of letters of interest, purchase orders, or otherwise) for all types and kinds of things and services necessary, appropriate or convenient for the prosecution of war * * *." Executive Order No. 9055, provided in part as follows:

"I hereby extend the provisions of Executive Order No. 9001 of December 27, 1941, to the Department of the Interior, with respect to all contracts made or to be made by that Department; and subject to the limitations and regulations contained in such Executive Order, I hereby authorize the Secretary of the Interior, and such officers, employees, and agencies as he may designate, to perform and exercise, as to their respective agencies, all of the functions and powers vested in and granted to the Secretary of War, the Secretary of the Navy, and the Chairman of the United States Maritime Commission by such Executive Order."

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Executive Order No. 9360 suspended for the duration of the emergencies heretofore proclaimed by the President the "provisions of law prohibiting more than eight hours of labor in any one day by laborers and mechanics employed by the Government of the United States as to all work performed by laborers and mechanics employed by the Department of the Interior on any public work within the United States which is designated by the Secretary of the Interior as essential to the prosecution of the war: Provided, That the wages of all laborers and mechanics so employed by the Department of the Interior shall be computed on a basic day rate of eight hours of work with overtime to be paid at time and one-half for all hours of work in excess of eight hours in any one day."

/s/ Philip M. Glick

Philip M. Glick
Solicitor

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RECEIVED

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Barnhart

MAY 11 1944

Contract

MEMORANDUM FOR ALL PROJECT ATTORNEYS

Enclosed is a decision of the Comptroller General dated April 18, 1944, which confirms the position we have taken that provisions in the National War Agencies Appropriation Act of 1944 applicable to the constituent agencies (including the War Relocation Authority) of the Office for Emergency Management continued to be applicable to the War Relocation Authority after the War Relocation Authority transfer to the Department of the Interior. After noting you may wish to make the decision available to the Administrative Management Division in your center.

Philip M. Glick

Philip M. Glick
Solicitor

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