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WRX
Prop Div

May 20, 1942

MEMORANDUM TO: Regional Staff members
Subject: Conservation of public funds

It is our policy to conserve public funds and strategic materials whenever it is possible to do so without defeating the purpose for which the WRA has been established.

One definite contribution to the war effort, in addition to our primary job of relocating evacuees, is to utilize idle equipment, supplies, etc., wherever and whenever it can be found.

To be specific, CCC, WPA and NYA warehouses contain surplus property essential to our program. Some of this property has already been requested for WRA projects. What we shall actually acquire in the way of heavy equipment, tools and other materiel, of course, remains to be seen. I feel confident that the authorities in whose custody this public property now stand will agree to release surpluses.

When it can be definitely determined, therefore, that equipment and supplies required can be obtained from other Federal agencies either on a loan basis or by transfer, no requisitions should be submitted for the purchase of new equipment.

All future purchase requisitions submitted by Service of Supply for new equipment must bear a statement to the effect that the commodity requested cannot be obtained from the surplus or idle property of other Federal agencies within a reasonable length of time or that its immediate purchase is otherwise justified.

I anticipate the cooperation of the WRA personnel in reporting to the Property Division whenever the opportunity presents itself any public property believed to be surplus, idle, or scheduled to become available to defense agencies. Whenever a definite list of such property can be obtained, every effort will be made to secure for WRA projects its release and thereby conserve considerable sums of money and new equipment for other war activities.

FILE COPY
E. R. FRYER
Regional Director

MEMORANDUM FOR: All Project Directors

SUBJECT: Avoiding liability for the removal of Japanese property subject to conditional sales contracts or chattel mortgages.

Approximately one-fifth of the evacuees have stored their household effects with the Federal Reserve Bank of San Francisco, as fiscal agent of the United States. Possession of this property is now being transferred to the War Relocation Authority and, as the owners are moved to relocation centers, their property will be shipped to them.

It is likely that among the articles transported by the Authority there will be some that are being purchased by installments or that have been used as security for loans. If such property is moved out of the County in which it was originally located, without the written consent of the seller or mortgagee, the evacuee in question may lose his equity in the property and may even be subject to criminal or civil action.

It is important that evacuees do not lose their interests in property which may be of value to them either now or after the duration of the present emergency, and it is also important that evacuees are not exposed to avoidable liabilities arising out of the movement of their household effects. Will you, therefore, endeavor to ascertain the number of Japanese at your relocation center who now have property stored with the Government which is being purchased by installment payments or which is subject to a chattel mortgage. In general, such persons may protect their interests by obtaining the written consent of the seller or mortgagee before the property is moved. If such consent is refused or if any unusual problems arise, you should refer the matter to this office for the consideration of our legal staff.

Inasmuch as the movement of some of the Japanese property has already started, prompt action is necessary to take full advantage of these suggestions.

E. R. Fryer
Regional Director

RBThrockmorton:MW 6/22/42

RB
E. R. Fryer

EVACUEE PROPERTY DIV.
*Relationship with:
Treasury Department +
Alien Property Custodian*

R.A.O.

Whitcomb Hotel Building
San Francisco, California

TO: D. S. Myer, Director
FROM: E. R. Fryer, Regional Director

AUG -6 1942

SUBJECT: Relationship with Treasury Department and
Alien Property Custodian in proposed evacuee
property program.

Mr. Russell T. Robinson of my staff is now preparing recommendations for WRA policy with respect to responsibility for assisting Japanese evacuees in the management and disposal of their property. These recommendations will cover the functions heretofore assumed by the Federal Reserve Bank with respect to urban properties as well as the functions delegated to the Farm Security Administration.

As I understand it, Mr. Eisenhower delegated all the authority of WRA with respect to the management and disposal of evacuee property to the Treasury Department, by letter dated March 25, 1942. The Farm Security Administration, under agreement with the Treasury Department, took over the agricultural aspects of the evacuee property program, and was given the so-called "freezing power" through a delegation to the Secretary of Agriculture by the Secretary of the Treasury dated April 6, 1942. Financing was supplied through War Department funds.

If we are to take over these functions, it will be advisable, in my judgment, to withdraw Mr. Eisenhower's delegation to the Treasury Department and obtain from that Department a delegation of the power to freeze property of evacuees and prescribe regulations similar to Special Regulation No. 1 of the Treasury Department (see p. 350 of the Tolson Committee's final report). The freezing power was, I understand, used very sparingly in the evacuation property program, but the threat of its use did much to bring about equitable settlements, and I strongly feel that we should have it. The delegation from the Treasury Department should be broad enough to cover property of evacuees of non-Japanese ancestry who may conceivably be evacuated in the future.

The property of most of the Japanese evacuees will not be blocked and they will have complete freedom of action with

D. S. Myer, Director--2

respect to it, either because they are not regarded as "blocked nationals" by the Treasury Department or because they are generally licensed under General Licenses 68A or 77 of the Treasury Department. There will be a number of evacuees, however, whose property may be either (1) blocked by the Treasury Department, or (2) taken over by the Alien Property Custodian under Executive Order No. 9095 as amended. We would not, of course, wish to assume the functions of these two agencies with respect to that property, even if we could. But in order to advise evacuees properly of their rights and to negotiate or act on their behalf we will need to know what Japanese property is under the control of these agencies and the extent and nature of that control.

Some sort of procedure for clearance with the Treasury Department will probably have to be established if we are given the freezing power. We may have cases where evacuees, particularly repatriates, abandon property which should probably be taken over by the Alien Property Custodian. A procedure should be set up for our disclosing information about particular properties to both those agencies, where the facts indicate that they should step in. These factors point to a memorandum of understanding with those agencies which will insure proper liaison, to be entered into prior to our assumption of the evacuee property program.

(SIGNED)

E. R. Fryer
Regional Director

EEFerguson:MW 8/5/42

c.c. Mr. Russell T. Robinson

WRA

Notes on Office Call of Mr. Robinson from WRA
September 29, 1942, by Mr. DuBois

Re: Continuation of Production by Evacuee Properties

FSA obtained one million dollars in Army funds for loans to successors of Japanese. Latter, an additional appropriation of five million dollars was granted. Approximately three and three-quarters million dollars was issued in the form of loans, all of a one-year term and at an interest rate of 5%.

Large portion of loans made to 15 corporations on West coast organized to operate Japanese property. Nine corporations dominate the field of northern California. Mr. Robinson met with representatives of these yesterday and learned of their distress.

The Pacific Fruit Exchange has organized the largest such corporation. It consists of 90 farms, mostly in Placer County. Mr. Woodin heads operations of the corporation, which is known as the Deciduous Fruit Lands. It has a loan of approximately \$150,000 for fruits, tomatoes, sugar beets, etc., principally in Placer, Sacramento and San Joaquin Counties. The corporation was successful this year but is looking for a non-recourse loan.

The corporation operated by the S. A. Gerard Company is not faring very well and probably will not repay its loan.

The corporation organized by the Loomis Fruit Exchange consists of 12 farms, aggregating some 530 acres of plums, peaches and pears; eight of these are considered uneconomic and four might be successful if private persons were induced to handle them.

The California Packing Corporation operates a corporation headed by Mr. Chick. Its primary interest is in tomato farms, of which it has several in Yolo County.

The operators of evacuee property are now wondering what preparations to make for 1943. Operating, irrigation, and land preparation should be undertaken soon by whomever will be responsible for 1943 crops.

CONFIDENTIAL: Mr. Robinson talked in Washington with Mr. Dillon Meyer whom he asked concerning the possibilities of obtaining funds for extending the present loans. Mr. Meyer indicated that funds might be made available through FSA from another source if it were demonstrated that necessary crops were in jeopardy and an adequate labor supply might be available. Mr. Robinson is obligated to make a further report with a recommendation to Mr. Meyer soon, possibly this week.

Knowing the interest of the War Board in agricultural goals and in labor, Mr. Robinson seeks the advice of the Board on this problem. He will present to the Board at its meeting on Thursday, October 1, further data and observation.

While even tomato, vegetable, sugar beet and dryable fruit farms do not present as much a problem as do wine-grape vineyards, some assistance will nevertheless be necessary to their present operators. However, the principal concern is what to do with ~~prune~~ farms and wine-grape vineyards. The fruits cannot be regarded as essential, unless possibly they are utilized in the manufacture of alcohol. It would appear that the only possible action might be some program looking to maintenance of such vineyards and orchards for the duration. This would involve minimum pruning, cultivation, knocking of fruit, and feeding as a measure of pest control.

Many of the properties are burdened by NFLA loans made to Japanese. It is possible that some moratorium should be obtained for these, though it is certain that inactivity of the farms during the war would devalue them very much.

The Division of Evacuee Property has two concerns: (1) a national interest, and (2) the interests of evacuated citizens. Devaluation, and even loss, of properties by the Japanese might be one of the unavoidable casualties of war. However, the national interest must not be jeopardized where the production of war crops is concerned. It will probably be necessary to study the possibilities of each farm to determine which must be kept in production for the national interest. This will require a judgment of necessary crops, influenced by the amount of labor on hand to care for and harvest them.

Since between 4,000 and 5,000 acres of farm land is involved, it is properly the interest of the California USDA War Board to review the situation and to formulate recommendations.

Incidentally, Mr. Casey now estimates that the percentage of fruit lost this season was approximately 20%; this is much less than he estimated last spring to be the consequence of Japanese evacuation.

The name of Mr. Robinson's assistant is Mr. Furdh.

Mr. Coverley

orig. to O.P.A. - evac. prop.

WAR RELOCATION AUTHORITY
WASHINGTON

Evacuee Property

April 1, 1943

Mr. Harvey M. Coverley
Project Director
Tule Lake Relocation Center
Newell, California

Dear Mr. Coverley:

This is in reply to your letter of March 20 to the Director in which you asked several questions regarding the evacuee property section.

As indicated in Administrative Notice of February 13, the Evacuee Property Office at San Francisco is a part of the Relocation Assistance Division. Consequently the evacuee property section at the project has the same status. I have been informed by Mr. Barrows that his Division is preparing a new project chart to be released in the near future. In the meantime, the decision as to whom the evacuee property officer should report is for you to make:

Sincerely yours,

Edwin G. Arnold, Chief
Relocation Assistance Division

APR 1 1943
RELOCATION ASSISTANCE DIVISION
WASHINGTON

WGC



PDO

Tule Lake Project
Newell, California

Evacuee Property
March 19, 1943

Mr. Dillon S. Myer
War Relocation Authority
Barr Building
Washington, D. C.

Dear Mr. Myer:

Administrative instruction No. 77, provides in paragraph 3 that "an evacuee property section is hereby created for each project". Correspondence received subsequent to the issuance of this instruction indicates that the head of the evacuee property section is to be responsible to the project director. We are somewhat confused as to the exact status of this organizational unit. As indicated above, a "section" rather than a "division" has been established. We have not been advised, however, as to what division, if any, this section is attached. The terminology generally employed by the WRA, the word "section" has been used to denote an organizational unit of a "division". Where a function has been allotted to an organizational unit not subdivided into sections, it has usually been classified as a "division". It will help us materially if you will advise us on the following:

- (1) Is the evacuee property section part of a division?
- (2) If not, does it have the independent status of a division?
- (3) If it is part of a division, please advise which division.

Your prompt attention will be appreciated, as some troublesome questions of rank and protocol have already arisen.

Sincerely yours,

SIGNED

Harvey M. Coverley
Project Director

HMC:dm
cc: SUBJ
CHRON
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misc

WAR RELOCATION AUTHORITY

SAN FRANCISCO, CALIFORNIA, OFFICE
WHITCOMB HOTEL BUILDING

In reply, please refer to:

June 25, 1943

*Document
File*

(RTR)

MEMORANDUM TO: Russell T. Robinson, Chief
Evacuee Property Office

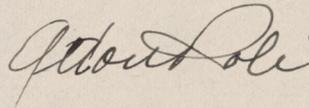
SUBJECT: Condemnation and Rebuilding of Structures in
San Francisco "Japtown" Area.

Yesterday I telephoned the San Francisco City Hall concerning this matter and was referred to Mr. Edgar Bissantz of the City Planning Commission, Department of City Planning, City and County of San Francisco. I was informed by Mr. Bissantz that the area referred to as "Japtown" in San Francisco is bounded by O'Farrell, California, Octavia, and Fillmore Streets. It was also stated that this section consists of 24 blocks upon which are erected 728 structures, including 28 hotels. At the time that this area was investigated by the City of San Francisco, these structures were occupied by 433 Japanese, 12 Chinese, 123 Negroes, 69 Filipinos, and 256 Caucasians. The ownership of the land and structures was then reported as follows: Japanese, 133; Chinese, 2; Negroes, 6; Filipinos, 7; Caucasians, 580. The condition of the buildings was reported as 241 or 33% needing minor repairs; 89 or 12% needing major repairs; and 32 or 4% condemned.

In order to obtain more specific information, this morning I met with Messrs. Deming Tilton and Edgar Bissantz of the City Planning Commission and discussed this situation with them. These individuals have considerable knowledge of the city building program for the reason that they are in charge of the over-all city planning program, which includes the erection of structures. I was informed by them that the tearing down and rebuilding of structures on evacuee-owned property was now merely in the "newspaper" stage and that no agency now had legal authority to take any action. They were also of the opinion that it would be unlikely that any definite action would be taken soon because it required the approval of the Federal Public Housing Authority (a subsidiary of the National Housing Agency) before funds or materials for this type of work could be obtained to reconstruct any buildings, and funds and materials were very difficult to obtain under present war conditions. If the work were ultimately done, they thought that it would probably be through the San Francisco Housing Authority, the local agency which has charge of construction authorized by the City of San Francisco. It was further stated by Mr. Bissantz that the latest investigations by Dr. Geiger of the City Health Department indicated that the poorest buildings in this area were those owned by non-evacuees.



From the above discussion, it would seem rather improbable that any definite action on this matter will be taken by any agency or group soon. If in the future it seems desirable to contact agencies which may be concerned with the rebuilding of structures in this particular area, they will likely be the following: (1) San Francisco Housing Authority, Albert J. Evers in charge, 525 Market Street, telephone Yukon 1661; (2) Federal Public Housing Authority, Langdon W. Post in charge, 785 Market Street, telephone Yukon 1818; (3) National Housing Agency, Eugene Weston Jr. in charge, telephone Exbrook 5897.



Adon Poli
Economic Analyst

Mc McCormick

E2.86

WAR RELOCATION AUTHORITY

SAN FRANCISCO, CALIFORNIA, OFFICE
WHITCOMB HOTEL BUILDING

In reply, please refer to:

DEC 28 1943

MEMORANDUM TO: Relocation Supervisors

SUBJECT: Property Problems of Relocated Evacuees

With the gradual increase in the number of evacuees who have gone out from relocation centers on indefinite leave, an increasing number of property problems are being presented by them to relocation supervisors. Our administrative manual sets forth WRA's policy on the treatment of evacuee property matters in general but it is recognized that the detailed procedures and an explanation of the necessary forms have never been made available to relocation supervisors.

In order to aid you in the presentation of evacuees' problems to the evacuee property offices on the Pacific Coast, we have prepared a summary of the most frequent types of cases that arise in the field with suggestions for handling them. There are also attached samples of the forms most frequently required, and a directory of the field offices to which evacuees' requests for assistance may be sent.

If you wish to communicate with the Evacuee Property Office concerning any particular type of problem whether or not it is covered in this memorandum, your inquiry should be addressed to Russell T. Robinson, Chief, Evacuee Property Office, Whitcomb Hotel Building, San Francisco, California. The various forms described can be obtained from our Washington office.

Edward Bernhard
For *J. B. Cozzens*
Field Assistant Director

Attachments



MANAGEMENT AND DISPOSITION OF PROPERTY. (See Administrative Manual Chapter 100.2).

An evacuee requesting assistance in the management, operation or disposition of real or personal property, collection of accounts due him, or adjustment of indebtedness owed by him, should execute Form WRA 153 or 153A. One copy of the form, together with originals or copies of pertinent instruments such as agreements, leases, receipts, etc., should be sent to the Evacuee Property Field Office serving the area in which the problem arose. If collection of funds is requested, Form WRA 154 (Rev.) should be attached to the request for assistance.

TRANSPORTATION AND STORAGE OF EVACUEE PERSONAL PROPERTY.
(See Administrative Manual Chapter 100.3).

If an evacuee wishes to have property placed in a Government warehouse or shipped to a designated address, he should be requested to submit three copies of Form WRA 155 or 156 depending on the nature of his request. Three copies of the form should be forwarded to the Transportation Section in San Francisco regardless of where the property is located. (The one exception to this is a request for the delivery of released contraband.) All correspondence regarding shipment or storage of property should be directed to the Chief of the Transportation Section in San Francisco, except that communications concerning property at Relocation Centers should be sent to Project Directors.

In general, evacuees are entitled to one free move of household goods and personal property, as defined in the administrative manual, but are expected to pay the cost of any shipment of commercial property. If household goods have been shipped from an evacuee's former residence to the project, at government expense, shipment from the project will be at the evacuee's expense except that each evacuee family going out on relocation is allowed a shipment of 500 pounds at government expense.

RELEASE OF CONTRABAND (See Administrative Manual Chapter 50.3.1 through 50.3.7, and 50.3.30 through 50.3.39).

Most evacuees requesting the release of contraband are primarily interested in obtaining short-wave radios and cameras. In a few cases, evacuees ask for firearms. Under the regulations of the Western Defense Command, none of these articles can be returned to a person of Japanese ancestry (except members of the United States armed forces) living within the area bounded by the easterly line of Montana, Idaho, Utah and Arizona. In the remaining parts of the United States, these articles are not contraband for American citizens but possession of them by Japanese aliens is prohibited by Presidential Proclamation 2525.

Nearly all of the contraband surrendered by Japanese prior to evacuation was deposited with the U. S. Marshal or with local police departments and sheriffs' offices, and is technically under the jurisdiction of the United States Attorneys in various districts. A small amount of contraband was taken up in Assembly Centers and Relocation Centers, and is now in the custody of the Civil Affairs Division of the Western Defense Command. At the present time, we are able to obtain only the articles in the first category but it is expected that a procedure for the release of contraband held by the Army will be perfected very soon.

An eligible evacuee requesting the return of contraband should fill out five copies of the Department of Justice form, two copies of Form WRA 260, (Certification for the Return of Personal Property), and two copies of Form WRA 156. In spite of the printed instructions on the Department of Justice form, it is permissible to list all of the articles being requested on one form. These forms, together with the original storage receipt issued by the custodian of the property, should be forwarded to the field office serving the area in which the articles are stored. (Note that this is the only type of case in which we instruct you to send Forms WRA 156 to a field office).

If an evacuee wishes to have some friend call for his property and send it to him, and wishes us to apply to the United States Attorney for the approval of the release, he should send us the forms listed above except that in place of Form WRA 156 he should execute Form WRA 153 giving the name and address of the person to whom we are to send the release authorization.

At the present time, United States Attorneys are not approving the release of firearms to evacuees, however, if an evacuee desires to sell a weapon to an eligible purchaser, a release can be arranged. Full particulars should be given on the Department of Justice form and, in addition, the owner should execute Form WRA 153 instructing us regarding delivery and advising whether any collection is to be made. Similarly, evacuees not eligible to possess cameras or radios, because of their residence or citizenship status, may obtain the release of these items in order to effect a bona fide transfer of ownership to other persons eligible to have possession.

Transportation charges on released contraband will be prepaid by WRA except where property is being released for sale to a purchaser, in which case either the seller must advance the charges, or the shipment will be sent collect.

DELIVERY OF AUTOMOBILES AND TRUCKS

Evacuees wishing to have motor vehicles delivered to them at a point outside of the evacuated area should be informed that WRA is unable to provide drivers except in very rare instances. Ordinarily, an evacuee will have to make his own arrangements for a driver or else authorize WRA to have his car shipped by rail or truck, at his expense.

Supplemental gasoline rations for driving cars must be obtained from the OPA Price and Ration Board in the locality where the evacuee formerly resided. Application must be made on OPA Form R552 which the evacuee can obtain in his present locality. In addition, the evacuee should address a letter to the ration board designating the name and address of the individual who is to drive the vehicle.

In order to obtain a supplemental gasoline ration for driving a truck to a new location, it is necessary to obtain a Certificate of War Necessity from the Office of Defense Transportation. Application should be made to the ODT office nearest the place of relocation. Unless the ODT can certify that use of the truck at the new location will contribute to the war effort, the ration board is not authorized to grant a gasoline ration for moving it from its present location.

Current license plates must be installed on any vehicle driven on the highways. An evacuee who does not have valid plates on his vehicle should be instructed to apply for registration either in the state in which his vehicle is now stored, or in the state to which it is to be transferred. Provision must also be made for servicing the car or truck, which usually means lubrication and oil change and installation of a new battery if the vehicle has been in storage for a long period of time.

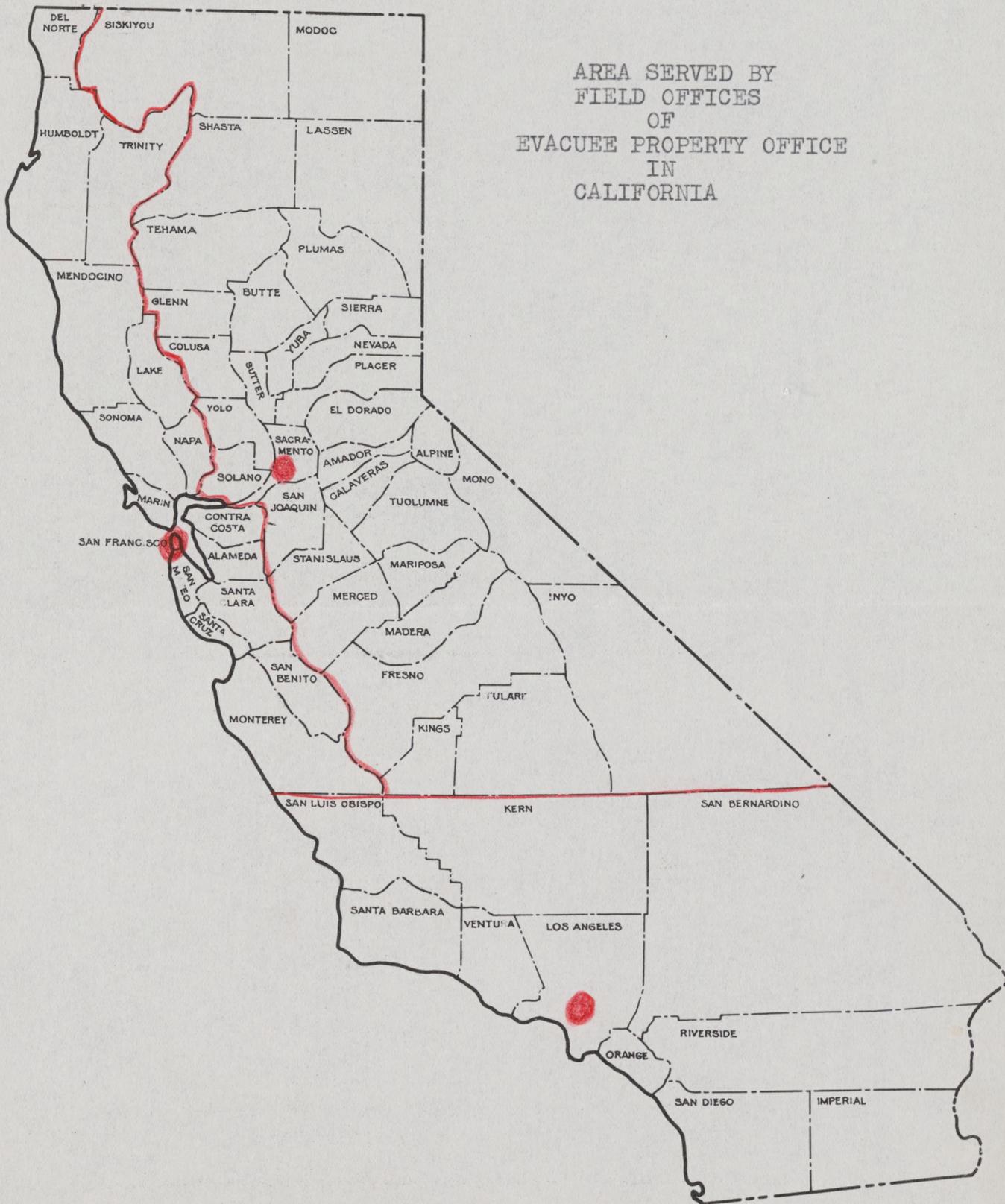
Evacuee Property Supervisors will assist evacuees in making arrangements for transporting automobiles and trucks, but it should be pointed out that these arrangements can not be made on a moment's notice.

DIRECTORY OF EVACUEE PROPERTY OFFICES

Chief of Evacuee Property Office	Whitcomb Hotel Building San Francisco, California (3) Klondike 2-2300 Ext. 105, 106, 107
Chief of Transportation Section	Whitcomb Hotel Building San Francisco, California (3) Klondike 2-2300 Ext. 109, 110
San Francisco Field Office (Serves Coast Counties of California, including Monterey County on South).	Whitcomb Hotel Building San Francisco, California (3) Klondike 2-2300 Ext. 105, 106, 107
Sacramento Field Office (Serves Sacramento and San Joaquin Valleys, as far south as Kings and Tulare Counties).	1709 - 21st Street Sacramento, California (14) Sacramento 2-5821; 2-5822
Los Angeles Field Office (Serves Southern California, in- cluding San Luis Obispo, Kern and San Bernardino Counties, and Arizona).	Room 955, 1031 South Broadway Los Angeles, California (15) Prospect 4711; Richmond 0311
Portland Field Office (Serves State of Oregon)	836 American Bank Building Portland, Oregon (5) Broadway 8471 Ext. 490
Seattle Field Office (Serves State of Washington)	1331 - 3rd Avenue Seattle, Washington (1) Elliott 0200 Ext. 320

Teletype Service is available through OEM to all
Offices except Sacramento, California.

AREA SERVED BY
FIELD OFFICES
OF
EVACUEE PROPERTY OFFICE
IN
CALIFORNIA



WAR RELOCATION AUTHORITY

REQUEST FOR ASSISTANCE IN CONNECTION WITH PROPERTY MATTERS

I, _____, _____
(Typewrite or print name clearly) (Family No.)

request the assistance of the War Relocation Authority and its representatives in connection with certain property in which I am interested, said property being _____

The result I desire to accomplish is: _____

I am unable to find anyone else who I believe can handle this matter for me.

The facts you need in order to help me in accomplishing the above result are outlined on _____ pages attached hereto.

Also attached are the following signed documents: _____
(If none, state "None")

Also attached are the following unsigned documents: _____
(If none, state "None")

I hereby revoke all powers of attorney heretofore made by me authorizing any person, firm, or corporation to do any act relative to the above described property in connection with the accomplishment of the desired result aforementioned.

I hereby give and grant to the War Relocation Authority full power and authority to do and perform every act and thing necessary or advisable to be done in attempting to bring about the result above stated, as fully as I might or could do if personally present, hereby ratifying and confirming all that the War Relocation Authority and its agents, servants, and employees may do by virtue of this authorization.

I do hereby further authorize the War Relocation Authority to substitute and appoint, from time to time, one or more agents or attorneys in fact, with the same or more limited powers, removing and appointing such agents and attorneys in fact as it sees fit.

In consideration of the assistance now being furnished to me free of charge in connection with my property, the receipt and sufficiency of this consideration being hereby acknowledged, and for other services heretofore and to be hereafter furnished me by the War Relocation Authority without charge, I do hereby release and discharge said War Relocation Authority, and its agents, servants, and employees, of and from all liability whatever arising out of or resulting from any matter or thing done, or for failure to do any matter or thing, in connection with the above described property.

I further agree to reimburse the Authority for any and all sums advanced or expenses incurred by it, on my behalf, in connection with the above described property, and to secure the repayment of all such sums I hereby give and grant to the War Relocation Authority a lien upon all said property and all other property now owned and hereafter acquired by me and upon the proceeds therefrom.

I am of legal age and have full right to enter into this agreement.

The pronouns "I" and "me", as used herein, mean "we" and "us", respectively, if more than one person is signing this agreement.

Date: _____

Witness:

_____ (Seal)

I am the lawful spouse of the person who has signed the foregoing instrument, and I hereby join in the execution thereof.

Date: _____ (Seal)

NOTICE TO PROJECT DIRECTOR: Signed original of this document to be sent to Evacuee Property Supervisor at Field Office nearest the property described.

(Where needed, acknowledgement clause to be added in accordance with statute.)

WAR RELOCATION AUTHORITY

POWER OF ATTORNEY

REQUEST FOR ASSISTANCE IN CONNECTION WITH PROPERTY MATTERS

I, _____, _____
(Type or print name clearly) (Family No.)

request the assistance of the War Relocation Authority and its representatives in connection with certain property in which I am interested, said property being _____

The result I desire to accomplish is: _____

I am to find anyone else who I believe can handle this matter for me.

The facts you need in order to help me in accomplishing the above result are outlined on _____ pages attached hereto.

Also attached are the following signed documents: _____
(If none, state "None")

Also attached are the following unsigned documents: _____
(If none, state "None")

I hereby revoke all powers of attorney heretofore made by me authorizing any person, firm, or corporation to do any act relative to the above described property.

I hereby give and grant to the War Relocation Authority full power and authority to do and perform every act and thing necessary or advisable to be done relative to the above described property, as fully as I might or could do if personally present, hereby ratifying and confirming all that the War Relocation Authority and its agents, servants, and employees may do by virtue of this authorization.

More particularly, but not in limitation hereof, I hereby appoint the War Relocation Authority my attorney in fact for me and in my name to collect and receive all sums of money which are income from, or in any other way related to the above described property and which are now due or which hereafter become due to me; to enter into compromises and make settlements in connection with all such sums, and execute and deliver receipts and releases therefor; to deal with the goods and merchandise and all other property and assets of mine upon or connected with the above described property, and to make, do and transact all and every kind of business in any way concerning said property or assets; for me and in my name and as my act and deed, to sign, seal, execute, acknowledge and deliver bills of sale, deeds, mortgages, agreements and any and all other instruments of any and every kind which the War Relocation Authority, in its discretion, may deem necessary or advisable in order to accomplish the desired result above set forth or any related result which the War Relocation Authority deems desirable.

I do hereby further authorize the War Relocation Authority to substitute and appoint, from time to time, one or more agents or attorneys in fact, with the same or more limited powers, removing and appointing such agents and attorneys in fact as it sees fit.

In consideration of the assistance now being furnished to me free of charge in connection with my property, the receipt and sufficiency of this consideration being hereby acknowledged, and for other services heretofore and to be hereafter furnished me by the War Relocation Authority without charge, I hereby agree to indemnify and save harmless the War Relocation Authority, its agents, servants, and employees and any and all substitutes appointed hereunder, from any and all liability whatsoever arising out of or resulting from any act, cause or thing done or caused to be done by them, or any of them, in my behalf; and I hereby release and discharge the War Relocation Authority and its agents, servants, and employees of and from any and all obligation or liability whatsoever by reason of any act or failure to act hereunder.

I further agree to reimburse the Authority for any and all sums advanced or expenses incurred by it, on my behalf, in connection with the above described property, and to secure the repayment of all such sums, I hereby give and grant to the War Relocation Authority a lien upon all said property and all other property now owned and hereafter acquired by me and upon the proceeds therefrom, and until such advances or expenses have been fully paid to the War Relocation Authority by me, this power of attorney shall remain irrevocably in effect.

I am of legal age and have full right to enter into this agreement.

WAR RELOCATION AUTHORITY

REQUEST FOR STORAGE OF PROPERTY

Name of Evacuee: _____ . Family Number: _____

1. I hereby request the War Relocation Authority to transport the personal property listed on the reverse side hereof, from private storage to government storage, both transportation and storage to be without charge to me except as set forth herein.

2. All agreements made by me herein are made in consideration of traffic services provided in connection with the storage or transportation of my property by the War Relocation Authority, and I hereby acknowledge the value and sufficiency of that consideration.

3. I represent and warrant that I have full right to cause said property to be transported and stored; that I am the sole owner of said property, or that I have obtained written consent to its being transported and stored, from all other parties who have any interest in said property.

4. The property is now at: _____
(Name of warehouse or place of storage)

(Address of Place of Storage)

(City)

(State)

5. I agree that the Authority may designate the warehouse or warehouses in which the property described on the reverse side hereof is to be stored, and the means by which the property is to be transported.

6. The Authority shall be under no obligation to hold any of my property in storage for any fixed length of time, and whenever it sees fit, on ten days notice to me in writing (directed to me at

my last known address) the Authority may require me to remove my property from storage, and upon my failure to remove it within the required time, the Authority may dispose of my property by whatever method it chooses, remitting to me all proceeds received therefrom.

7. In the event any of my property is perishable, or is (or becomes) contaminated, or if it may lead to the contamination of other property, I authorize the Authority to dispose of such property (or any part thereof) without notice, by whatever method it chooses, without expense to me. If any proceeds are realized from the disposition of such property, those proceeds are to be remitted to me in full.

8. Since I have not seen my personal effects and other property for a considerable time and have no reliable inventory thereof, I hereby designate the War Relocation Authority as my agent to cause an inventory to be taken of the property which I am requesting the Authority to store for me. I have confidence in the integrity and good intentions of the Authority and its representatives, and I hereby agree to accept as correct, subject to any claims I may make in writing within ten days of my receipt of such list, the list which will be delivered to me by the Authority to inform me what goods are being stored for me.

9. I hereby release and discharge the War Relocation Authority and its employees and representatives of and from all liability whatsoever arising out of or resulting from packing, storing, transporting or otherwise handling my household and

personal effects and any and all other property belonging to me or in which I have an interest.

Witness: _____ Signature of Owner _____ (SEAL)
_____ Owner's Family Number _____
Address _____
*(If owner is not residing at a Project,
present mailing address must be given.)*

NOTICE TO PROJECT DIRECTOR:

This form is to be executed in quadruplicate and distributed as follows: two copies to Transportation Section, Evacuee Property Office, San Francisco, California; one copy to project files; one copy to evacuee.

WAR RELOCATION AUTHORITY

REQUEST FOR TRANSPORTATION OF PROPERTY

Name of Evacuee: _____ Family Number: _____

1. I hereby request the War Relocation Authority to transport the personal property listed on the reverse side hereof from the present location, shown below, to destination, shown below, without charge to me except as set forth herein.

2. All agreements made by me herein are made in consideration of traffic services provided in connection with the transportation of my property by the War Relocation Authority, and I hereby acknowledge the value and sufficiency of that consideration.

3. I represent and warrant that I have full right to cause said property to be transported; that I am the sole owner of said property, or that I have obtained written consent to its being transported, from all other parties who have any interest in said property.

4. The property is now at: _____
(Name of warehouse or place of storage)

(Address) (City) (State)

To be shipped to: _____
(Consignee)

(Address) (City) (State)

(Check
A or B.
If B,
designate
route and
amount
deposited.)

5. A. I agree that the Authority may designate the means and route by which the property is to be transported.

B. I choose to have the property transported via _____ . I shall pay all expense connected with transporting the property. To cover this expense I am depositing with the Authority \$ _____ under the provisions set forth in Paragraph 7.

6. In the event any of my property is perishable, or is (or becomes) contaminated or if it may lead to the contamination of other property, I authorize the Authority to dispose of such property (or any part thereof) without notice, by whatever method it chooses, without expense to me. If any proceeds are realized from the disposition of such property, those proceeds are to be remitted to me in full.

7. If any commercial property (that is, any property other than clothing, household furniture, kitchen equipment, utensils, and hand tools) is included in the list of my property on the reverse side hereof, such property is to be transported at my expense. To cover that expense, I am depositing with the War Relocation Authority \$_____. If the expense of transporting such property is less than the sum deposited, the Authority will return to me the excess on deposit; if the deposit is not sufficient to cover the expense, I agree to pay, prior to the delivery of said property at its destination, an additional sum sufficient to cover the deficiency. If I fail to make such additional deposit, the Authority is hereby authorized to sell my property or any part thereof, applying the proceeds to such deficiency and remitting the balance to me.

8. Since I have not seen my personal effects and other property for a considerable time and have no reliable inventory thereof, I hereby designate the War Relocation Authority as my agent to cause an inventory to be taken of the property which I am requesting the Authority to transport for me. I have confidence in the integrity

and good intentions of the Authority and its representatives, and I hereby agree to accept as correct subject to any claims I may make in writing within ten days of my receipt of such list, the list which will be delivered to me by the Authority to inform me what goods are being or have been transported for me.

9. I hereby release and discharge the War Relocation Authority and its employees and representatives of and from all liability whatsoever arising out of or resulting from packing, storing, transporting or otherwise handling my household and personal effects and any and all other property belonging to me or in which I have an interest.

Witness:

Signature of Owner _____ (Seal)

Owner's Family Number _____

Address _____

*(If owner is not residing at a Project,
present mailing address must be given.)*

NOTICE TO PROJECT DIRECTOR: This form is to be executed in quadruplicate and distributed as follows: two copies to Transportation Section, Evacuee Property Office, San Francisco, California; one copy to project files; one copy to evacuee.

USE SEPARATE FORM FOR EACH ARTICLE

DEPARTMENT OF JUSTICE
UNITED STATES ATTORNEY

NO. _____

_____ DISTRICT OF _____

_____ PLACE _____ DATE _____ 194_____

The undersigned hereby applies for the return of the following:

Article _____ Make _____ Model or Serial No. _____

For the following reasons:

_____ NAME _____

Alien Registration Number _____

_____ ADDRESS _____

To the United States Marshal - Approved for return.
Subject to following:

_____ UNITED STATES ATTORNEY _____

I hereby acknowledge receipt of the above described article from the United States Marshal, in satisfactory condition and hereby release and discharge the United States of America and its agent of all claims for damage with respect to said article.

_____ District of _____ day of _____ 194_____

Tag or receipt No. _____

Inventory No. _____ By _____

Inventory Date _____ DULY AUTHORIZED AGENT

CERTIFICATION FOR RETURN OF PERSONAL PROPERTY

Date _____

I, _____

of _____
(address in full)

hereby certify that I am a citizen of the United States and that I am owner of the following described property:

now in the custody of _____

at _____
(address in full)

I hereby undertake that the above named articles, if returned to me, will not at any time be used or possessed by or be in the custody or control of any alien. The receipt for the property listed is being sent to (*). _____

_____ who will obtain the articles and arrange shipment to me.

(Signature) _____

Witness: _____

Address: _____

(For use if property is to be sent to a Relocation Center)

This is to certify that the evacuee whose name appears above is hereby granted permission to have the above-listed property in this Relocation Center.

Project Director

(Center)

*In case a representative of WRA is to act, write in "War Relocation Authority", but do not name an individual.

February 12, 1944

MEMORANDUM TO: Russell T. Robinson
Chief, Evacuee Property Office

I should like to offer the following for your consideration:

As you know, a Memorandum of Agreement has recently been signed by the Army, and will no doubt shortly be signed by the Director for WRA, providing that all contraband in the hands of the Army be turned over to this agency for safekeeping and for distribution to evacuee-owners in accordance with the regulations of the Attorney General, the Western Defense Command, and WRA.

There will remain in the hands of U. S. Marshals, police chiefs, and other local officials in various cities on the coast, a sizable number of similar items deposited with them by evacuees. Some of these items are not contraband but, in an excess of caution, were deposited by owners anxious to make sure that they would not be accused of violation of regulations. Other items which were contraband at the time they were deposited could now be returned to their owners, many of whom are relocated outside the Western Defense Command and are American citizens.

To a great extent these items are kept in a somewhat haphazard fashion. There have been allegations that the property is being used by police officers without the consent of the owners; some items have been lost; some have been damaged. When owners request the return of their property, there is at best under the present setup a considerable amount of red tape, delay, and detail.

I wonder if you might not want to consider whether, sometime after the agreement with the Army has been consummated and the contraband in their hands has been turned over to us, we should not make arrangements to have turned over to us, also, the contraband in the hands of these local officials.

Some of the advantages in so doing are obvious. Certain disadvantages will also occur to you. It will

Russell T. Robinson--2

be necessary of course for WRA to set aside a certain amount of storage space for this purpose. However, the property in question will no doubt be very much better cared for, and to that extent the claims against the Government which the owners would otherwise have will be thereby reduced or eliminated. You are in a better position than I to decide whether the time and effort--and the money represented thereby--necessarily expended in retrieving contraband items for evacuees who are now requesting their return and are entitled to them, would be sufficiently reduced if these items were all centrally located in the hands of WRA to justify such a move.

I realize that there are other angles to be considered. It may be, for instance, that WRA may be subjected to criticism--however unwarranted--for returning some of these items to their owners; whereas now it is not WRA but the Army and the Attorney General who are largely responsible for their return. However, this consideration has not deterred us from making the agreement with the Army. I wonder whether it should deter us from making a similar agreement with the Attorney General if, as a matter of fact, savings to the taxpayer will result, not only so far as the expense of present handling is concerned but also when it comes to the future claims of evacuees against the Government. The agreement with the Attorney General would recite, as does the agreement with the Army, that the items will be returned to their respective owners only in strict accordance with the laws and with the regulations of the Army and the Attorney General.

It has occasionally come to our attention that some of the contraband items are not properly tagged or identified with the name of the owner, etc. This means of course that if WRA does take over such property, the receipt it gives should fully recite the condition of the property, the lack of identification of ownership, etc. But I doubt that this is sufficient reason for WRA's not taking such property over; in fact it might well be urged as an additional reason for doing so.

There are considerations pro and con. There may be some of which we are not aware but which Washington

Russell T. Robinson--3

might consider controlling one way or the other. Therefore I do not want to seem to be arguing for the adoption of the suggestion I am making; I urge only consideration of it.

Edgar Bernhard
Principal Attorney

UNITED STATES
DEPARTMENT OF INTERIOR
WAR RELOCATION AUTHORITY

23 September 1944

MEMORANDUM TO: Area Supervisors
Evacuee Property Supervisors
Project Evacuee Property Officers

SUBJECT: Acting as Escrow Holder

Quite often W.R.A. personnel handling evacuee property matters are called upon to act as escrow holders in transactions between evacuees and those dealing with them. There are certain legal obligations and responsibilities connected with this relationship which perhaps ought to be emphasized.

An escrow is usually created by a written agreement by which two parties deposit moneys or documents with a third person to be held by him for delivery only upon the performance of a certain act or the happening of a certain event. The escrow holder acts as agent for both parties and owes an equal obligation to each. Once the escrow has been established, the escrow holder may not consent to a change in its conditions except upon the mutual consent of both parties.

An escrow holder is liable in damages for loss suffered by either party as a result of violation of the duties he assumed under the terms of the escrow agreement. He is also liable for negligence in caring for the property deposited with him, or for delivering any part of the escrow in violation of the agreement.

In most cases, all that is required of evacuee property personnel is that they hold some instrument or other property until payment is received, or hold money until a deed or other instrument is received. At first glance, this may not seem to carry any great risk of liability. However, where one is required to exercise any judgment as to the form or effect of an instrument (a deed, bill of sale, mortgage, etc.) it would be well to seek the advice of this office, or in the case of project property officers the advice of the project attorney.

This brief memorandum does not by any means purport to cover the law of escrows, nor all the situations that may arise in handling escrows. It is intended merely as a word of caution to those who may not be aware of the obligations and responsibilities involved. In general, it would be well not to consent to act as escrow holder without the advice of counsel.

Russell T. Robinson
Russell T. Robinson, Chief
Evacuee Property Division

RECEIVED
SEP 30 1944
EVACUEE PROPERTY

RECEIVED
SEP 30 1944
MILWAUKEE
EVACUEE PROPERTY
MILWAUKEE, WIS.