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SOME RANDOM THOUGHTS REGARDING WAR RELOCATION AUTHORITY'S  
TENTATIVE POLICY STATEMENT OF MAY 29, 1942

*Has*

June 30, 1942

The memorandum is entitled, "Random thoughts", because it results from cursory reading and has been formulated amidst a hub-bub which makes lucid thinking very difficult.

PAGE 2, bottom of paragraph 2. The statement, "This does not mean, however, that every activity of the evacuee is to be under close supervision" might be omitted and a positive statement substituted.

PAGES 1 and 2. The objective should be to provide the best possible life under the circumstances which should be an example for future life, and be superior to the "ordinary American community." Since, in some ways, this community can be planned by its residents, with the technical assistance of the administrators, it should be able to eliminate some of the defects of our present society and become a model community.

PAGE 2 (A). The word, "domicile", should not be used, since some evacuees will want to keep their original domicile. This is brought out on Page 5, F. The statement that the WRA officials will assist residents retain legal domicile at their former homes should be broadened to include certain other types of legal assistance which should be given by the Law Department.

PAGE 3 (1) is not consistent with Page 5 (7).

PAGE 3 (4). The educational system in this community should be better than the standards of the State educational system, in which the relocation area is situated. Most of the evacuees came from California, which, I believe, has a very fine school system. The objective should be the California system if, as I believe, it is superior to Arizona's. Isolated from many other normal educational influences, the evacuees require a superior school system.

PAGE 4 (3). The objective of keeping a small staff in the Relocation Center should be also followed in regard to Regional and Washington staff. I understand that the San Francisco Regional office has three hundred employees. Decentralization is necessary for the prompt dispatch of business and to effectuate the plan that the residents be able to help frame the policies which will shape their lives during the duration.

PAGE 5. The skills of the evacuees should be used wherever possible, and this together with the needs of the community and the nation, the climatic conditions, their skills and desires should determine what pursuits should be followed.

PAGE 6 (A-2). The statement that there is to be no overcrowding is not being fulfilled. Similarly, the promise of providing building materials is not being fulfilled. The same goes for several other statements.

PAGE 8 (8). Higher standards of educational opportunity should prevail without regard to the standard of the State of location. Standards far above the minimum should be maintained. The evacuees will probably seek positions and go to college in other states. The restriction on denominational schools is violative of the spirit and verbally the letter of the Pierce decision of the Supreme Court of the United States.

PAGE 9 (11). The assertion that each project director shall assist the evacuee government in planning a program of leisure-time activities is good. This principle should be made general in regard to many other things. The emphasis should be on the community government which should plan many activities calling on the administrative staff for technical assistance whenever deemed advisable.

PAGE 9 (12). Considerable restriction to religious liberty might be imposed by restrictions on periods of worship.

PAGE 10. One of the steps in the system of appeals should be eliminated. While I fear that the war will last at the very least over two years, a system of appeals to the Regional Office and then to the Washington Office will cause delays and difficulties not warranted by the results. If the restriction of office-holding to citizens of the United States is considered necessary, which I question, this should be offset by some form of representation of non-citizens, whereby their wishes may be expressed. An advisory committee of Issei should be appointed which with the consent of the Temporary Council would represent the Issei before the Community Council and with the Administrative staff.

*emphasis*  
 PAGE 11. There is a lack of influence and detail on self-government of business enterprises and community government. There is too much emphasis on the part the Project Director and his staff play. Governmental officials should not impose their will on the residents, but the government should be formulated by the residents. It is absolutely essential that the personnel understand and sympathize with the policy of self-government. The department heads should not wait until the temporary Community Council with advisory powers is transformed into a permanent system of self-government which has real power. Until the establishment of such a Council, the recommendations of the Council to be elected July 21, 1942, should be given very great weight. The plan adopted by me is to keep informed and to consult with the two lawyers of the evacuees which constitute the two members of bar who are in the Law Department. Other department heads should follow this method in regard to the matters within their domain. The department heads should profit by the help these Councils could render, even before the committees are set up. The major policies and questions could be formulated for submission to them.

PAGE 12 (2). The provision concerning law and order are very vague. Many other provisions, including many vital employment and wage questions, are also vague. This may be good since it gives the Projects an opportunity to work out many of the important definitions and policies.

PAGE 12 (3). The statement that "along lines determined by the evacuees, complete freedom of religion is to be enjoyed at all relocation centers" contradicts other statements concerning religious freedom.

PAGE 13 (4). The second sentence is at variance with Page 5, E (2).

PAGE 14. Many important and basic questions on employment have not been answered including grounds for exemption of enlistees other than by going to school during the school season. We are content to work out our own procedures and policies in this, as in many other regards.

PAGE 20 D (1). A "non-profit cooperative plan" is a strange animal.

*T. H. Haas*  
 Theodore H. Haas

*Palmer*

COLORADO RIVER WAR RELOCATION PROJECT

Poston, Arizona

July 10, 1942

MEMORANDUM TO: Dr. Leighton

Attached is the file and a draft of a license for garbage collection and disposal.

✓ We are very anxious to have this license consummated as soon as possible. Will you, therefore, notify me as soon as possible whether there are any changes which you deem advisable, at the same time returning this draft.

*T. H. Haas*  
Theodore H. Haas

THH yy

*Ceth.*

*G. S. Kido*

*E. B. Best* %

*W. L. S.*

TO: Mr. John Evans

FROM: Ted Haas

DATE: July 14, 1942

J176

At your request, I/submit a tentative list of possible work projects which have been suggested during the last few days by Mr. Rupkey, Mr. Murdock and other members of the staff. Most of them were prepared on the afternoon of Saturday, July 11, at the request of Mr. Potter and me.

Rupkey and Sharp

- A. Clearing Land - Including digging stumps and roots, producing wood for fuel, fence posts, posts for lath houses or rawadas.

Total men required 1000  
Total men now enrolled 180  
Total men reporting, 120 per day

- B. Digging ditches - Including removal of materials with shovels, finishing banks, installing timber or concrete structures.

Total men required 500  
Total men now enrolled 30  
Total men reporting, 15 per day

- C. Construction of Shop Buildings - Placing concrete floors, wall framing, roofing, digging sewer and water line trenches, etc.

Total men required 100  
None working

- D. Leveling Townsite - Including cleaning trash, removing stumps, leveling grounds.

Total men required 200  
Total men now enrolled 100  
Total men reporting, 75 per day

Murdock

- D. Highway Construction & Maintenance

1. Field Engineering

Making surveys for plans and setting construction stakes. 30

2. Clearing and Grading

Operation of tractors with scrapers, water truck, motor patrols, pull blades, and miscellaneous labor. 60

3. Surfacing

Operation of trucks, leveling gravel, crushing plants, and miscellaneous labor. 50

4. Bridges and Structures

Building pile timber bridges, concrete pipe  
and arch culverts and miscellaneous labor. 50

5. Paving of Roadways

Hauling gravel, mixing and laying Oil Coke 40

6. Maintenance (2 men employed)

Repairing roads, bridges, culverts, and  
miscellaneous labor on trucks, tractors,  
and other equipment. 70

Total men needed - 300

GRAND TOTAL 2100

Mr. Beatty informed me that about 30 are working on the Adobe Brick Project making bricks for the construction of the elementary school in Camp I. This group consisted of a few older men, a few women, and the rest young men. He reports that the older men are the most reliable. He believes that 50 to 100 older men should be hired at once on this project and if provided with the proper hand appliances, they would accomplish wonders.

Mr. Beatty estimates that he can use 500 men <sup>in a month</sup>. He has suggested that while the workers on the school project cannot construct buildings other than the schools because of the limitation of time, they can within a short time instruct other groups in the manufacturing of the buildings and these groups can then make the adobe bricks and direct the requisite program. For example, Mr. James plans to have 40 of his press staff work part time, perhaps an hour or two in the morning and a couple of hours in the evening. Other projects of this kind could be constructed; for example, the Community Enterprizes might desire to take advantage of this offer.

The idea of part time work might appeal to some of the people during the summer and even many doing other kinds of work might desire to share in building the public works. Mr. Potter informs me that by showing his needs to leaders he was able to fill his immediate requirements regarding the warehouse for the present at least.

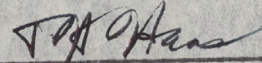
I have noticed in a recent circular, Administrative Instructions, No. 18, dated June 30, 1942 of the Washington W.R.A. Office the following:

18. Construction of a crematorium may be made a work project of early priority at each relocation center. Management of the crematorium may later take the form of a co-operative enterprize.

Undoubtedly in the near future there will be a host of projects which will add to the comfort and convenience of the residents.

It seems to me that the temporary Community Council to be elected July 21 would desire to have a committee deal with work projects

and to recommend and supervise certain desirable projects. If the problem is presented to the representative of the people, I believe that they will, if given any technical aid which they ask, present a program which will be carried out by the vast majority of the community. Of course, some of the deterrents to the present work project such as the attitude of few of the staff should be corrected at once.



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Ted Haas

In broad and general terms, the success of the Relocation plan is dependent upon three main factors.

1. The capacity and ability of the administrative personnel to grasp the full measure of their responsibility, both in terms of the immediate and emergency requirements, as well as in terms of the post war period, with all its implications.

2. The reactions and attitudes of the evacuees with relation to:

- (a) Their personal dislocations.
- (b) Their new environment, physical and spiritual.
- (c) Their conception of their position as a social group (and subdivisions within the group) apropos the war.
- (d) Their willingness, not only to cooperate, but to erect and activate a governmental, and a cultural structure of realistic democracy, (possibly of their own design) within the community; sufficient not only to the present, but geared to the future as well.
- (e) The sympathetic, but necessarily realistic approach of the administrative personnel to the problem as a whole, as well as in its individual contacts with the group.

3. The reaction of the general public to the relocation

plan, again in terms of the present and the future. With the passage of time, and with the cooperation of a sympathetic and intelligent press and other agencies, much can and will be done to condition the attitude of the community at large to the time when the evacuees are returned to their normal status.

In direct negation to the expressed belief of certain serious but mistaken and unimaginative thinkers, who can see nothing but mass repatriation or evacuation as the inevitable outcome of the relocation plan, it should be the firm and unequivocal conviction of all who are taking an active part in the Relocation set-up, that theirs is an opportunity to share in the accomplishment of a modern miracle - a miracle with every attribute of nobility and sheer integrity as its major component factors.

The target to set the sights for - and hit:

The eventual return of every member of the relocated group to their normal place as members of the American community, not only as loyal citizens or resident aliens, but as better citizens, more realistically democratic in principle, in thought, and in effect; tempered, perhaps even more keenly than the rest of us, to carry forward the living principle of democracy which all of us, in our fashion, are fighting for now, and for whose future all of us must share the responsibility.

July 29, 1942

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Memorandum to: Mr. Tomo Ito

From: Theodore H. Haas

Several questions have been asked the Law Department regarding the applicability of the Use Tax on motor vehicles which the residents of Poston have left behind them.

The Law Department has found that Section 322.14 of the Treasury Department provides that the tax is not applicable to the following:

1. Motor vehicles not actually used on the public highways.
2. No tax is payable unless the motor vehicle is used on the public highway during the tax year, for example, no tax is payable with respect to motor vehicles in "dead" storage." However, at the time such motor vehicles are taken out of storage and used on a public highway, tax liability is incurred for the balance of the tax year, that is, from the first day of that month in which such action occurs to June 30 next following.

I believe that this regulation will be of interest to the block managers whom you may ask to advise residents of their block of this fact.

Theodore H. Haas

THH/as

cc to Mr. Crawford  
Mr. Evans ✓  
Dr. Leighton

*Sup*

August 12, 1942

Memorandum to: MR. EVANS

From: Theodore H. Haas

The Law Department of this Project has been trying to serve the needs of the administrative staff in their personal and governmental work as well as the residents of a community which is fast approaching 20,000 persons.

Furthermore, owing to special statutes and unusual conditions relating to property, evacuation and restrictions on funds of aliens the amount of legal work in this community is vastly greater than that of an average community of its size. The problems are often difficult, involving the laws of several states, the federal government and even international law. The Law Department has already handled matters involving almost every type of legal subject.

Furthermore, the members have taken an active part in many community organizations and enterprises as well as in drafting ordinances, documents, and by-laws for the community. The job of making laws for a community is usually a creation of many years. Furthermore, many functions, not legal in nature, have been intrusted to the Law Department, and like other members of the staff we have cheerfully aided in their performance to the best of our ability.

Through the generosity of Mr. Fister, two of the lawyers are temporarily able to secure suitable office quarters. As I verbally stated, other departments have had one or more aides in the administration building. I have none. The needs of adequate legal service, such as privacy for consultation, have also not yet been met.

Today Mr. Tamura and Yamamoto told me that Mr. Knutson of the Community Enterprises project asked them when they would be able to move into new quarters, since the Community Enterprises office and the Agricultural Department have increased their personnel and need all the room and chairs they can find. The Law Division of Poston ~~one~~ has now two chairs so that anyone coming to see them or one of the lawyers must stand.

Furthermore, three typewriters used by the Law Division

are their own personal property. They have been using them for typing letters and they have also been using their own law books.

I had spoken to Mr. Yamamoto and Mr. Tamura about the difficulties which have arisen in connection with notaries and that the fund could not be advanced by the government in order to pay notarial charges. Mr. Yamamoto and Mr. Tamura have decided to advance personally the cost of an application for a notary in view of the urgent need and have asked me to send them an application form at once which I have done.

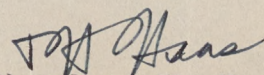
Although requisitions have been asked by me for two typewriters, several typewriter desks, stenographer's chairs, etc., these requisitions have not yet been filled. Finally, my two secretaries, after working without any typewriters of their own finally obtained two machines but they must use the space and equipment which has been assigned to the Transportation and Supply Division. As I have orally mentioned to you, Mr. Potter has repeatedly asked me to clear up this situation. I realize the shortage of material and space and the difficulty under which we all labor. I have been asked to take it up with you.

I hope that in the near future the space problem insofar as it has affected the Law Department may be cleared up. Since it was a latecomer, I fear that this department has not received adequate <sup>CONSIDERATION</sup> in this regard. Its needs, however, are all the more urgent because it started with a back log of work, for many legal problems had been unanswered and all the more critical because decisions must often be made without the necessary law books since there is no law library nearer than Phoenix.

In addition to space the shortage of furniture is especially critical in the Law Division. I believe that the Law Department should receive a high "priority rating" on the following materials or some part of them:

2	Typewriters	- 1-	Camp 2, Law dept.
		- 1-	Camp 1, Law dept.
4	Typewriter desks	--	1 - Camp 1
			1 - Camp 2
			2 - Haas
1	Secretary's Desk	--	Haas
1	Steel cabinet file	--	Haas
4	Steno.'s chairs	--	1 -- Camp 1
			1 -- Camp 2
			2 -- Haas

THH/as

  
Theodore H. Haas

To: MR. GELVIN

Comm Council

COLORADO RIVER WAR RELOCATION PROJECT

Poston, Arizona

August 13, 1942

Mr. Wade Head  
c/o Regional Office  
War Relocation Authority  
Whitcomb Hotel Building  
San Francisco, California

Dear Mr. Head:

Supplementing our letter to you regarding the proposed Code of Offenses, let me report that the community council at a meeting last night adopted without change the proposed Code of Offenses, and have asked me to submit it to you as its recommendations. The recommendations of the Law and Order Committee concerning procedure for the trial of offenses, civil service requirements, etc., are to be considered at the next meeting which will take place at Block 21 Mess Hall at 8 o'clock Wednesday, August 19. Representatives of Poston 2 and 3 attended the meeting and asked to be able to attend subsequent meetings.

You will also be interested to learn that the council recommended that pending the determination by the W.R.A. of the question of Issei office-holding, ~~that~~ an Advisory Board of Isseis should be elected at Poston 1, consisting of nine members, one issei representative being elected from each quad. This board would be permitted to attend the meetings of the council but would have no vote. They or other isseis might be appointed to council committees.

The council also considered reports of several committees including various requests for money to be expended from the profits of the Community Enterprises for such items as coolers, paste, book-binding material, etc. The Community Enterprises committee of the council was asked to study the broad questions of policy which might govern these matters and to confer with the temporary Board of Trustees of the Community Enterprises.

Mr. Gelvin

Mr. Wade Head

-2-

August 13, 1942

At the request of Dr. Leighton, the Health committee met with him on Wednesday, August 13. The committee reported the results of this conference which dealt with chronic cases which were filling up beds needed for patients with more serious illnesses.

The question of food was discussed by members of the Housing and Food Committee as well as by the other members of the council.

The Works Projects Committee reported on the subject of a plan to manufacture camouflage nets at Poston.

Everyone of the 31 members of the council attended this meeting. It was the opinion of Dr. Spicer, Moris Burge, who attended part of the meeting, and myself, that the meeting was conducted in a fine fashion.

Very sincerely yours,

Theodore H. Haas  
Attorney

THH/as  
cc to Mr. Gelvin ✓  
Dr. Ishimaru

UNITED STATES  
DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS

FIELD SERVICE

Colorado River War Relocation Project  
Poston, Arizona

August 31, 1942

MEMORANDUM TO: Mr. Burge

Sometime ago I mentioned to you the fact that there were no lawyers in Poston III but that since Poston II had two lawyers and one law clerk and a population only half the size of Poston I and since many residents from Poston II came to Poston I for legal services, we might be able to arrange for a system of legal aid.

You jokingly added that you were happy there were no lawyers in Poston III.

I have noted as was anticipated by me that the inhabitants of Poston III have many legal problems. It is with regret that I note that even on Saturday afternoon and on Sunday, Poston III residents have felt compelled to travel all the way to Poston I administrative office to be assisted in their legal problems. The problem is complicated by the fact that sometimes arrangements must be made for their return to Poston III. Today is a typical day in legal problems from Poston III. I believe that seven or eight persons have come to me in regard to legal problems of Poston III and one telephone inquiry was made in regard to this matter.

At the first legal staff meeting of the Law Division this morning, the problem was discussed along with the questions involved in my being away from Poston for several weeks within the not-too-distant future. It was suggested that a legal aid clinic be set up in Poston III and that the residents be notified that during certain hours and days, a lawyer would be at the clinic to assist them. A notice could be given to the Press Bulletin and also to

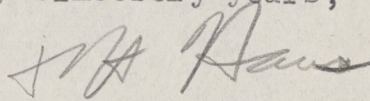
Mr. Burge --2

August 31, 1942

the block managers upon the satisfactory completion of this plan.

Since I may leave within two weeks for San Francisco, I suggest immediate consideration of this proposal by you and your reaction to it.

Very sincerely yours,



Theodore H. Haas

THH yy  
cc to Mr. Evans

66  
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4 A.M. September 4, 1942

Memo To: Miss Nell Findley  
From: T. H. Haas

An extraordinary situation has arisen. Instead of uniting against space allocation to others, two community services of this project, the one the Community Services branch, the other the Legal Aid Bureau, Law Department, Community Council, Court System, etc. are struggling for space in Administration Building No. 1.

Last night I was informed by Dr. Powell that the subject of space allocation for Ad. Building No. 1, which I understood had been settled at our recent conference in Mr. Calvin's office was being reopened. I informed him that if the very meager space allotted to all of the foregoing activities <sup>there</sup> were diminished I should recommend that suitable space be found for this work elsewhere. I believe, however, that this solution would redound to the detriment of both your branch and ours as well as to other branches.

In the first place, let me inform you that the lawyers in the exercise of some of their functions are ~~not~~ in all but name performing social welfare services. In this community I have helped in filling out student relocation applications, writing letters at the request of applicants with special circumstances,

(I am aware of the sad letter received ~~from the Friends~~ <sup>from the Friends</sup> two days ago), have delivered about ten or fifteen lectures as part of the adult education program, most of which has been translated into Japanese, have lectured once and will speak again to the teachers and the teachers to be at the summer school at Poston, have conducted a series of talks and discussions with members of the administrative staff and other residents to acquaint them with the community organization and government, law and order, community enterprises, etc., have participated in the employment program (witness the Works Program drafted by me at Mr. Evans' request, a recent memo to the head of the Employment Office, a request by Miss Mahn shortly before she left that I attend a staff meeting of her works, my series of talks on employment, my work with the works project committee of the council, the work of the law division in the change of the cash advance scale, although we are dissatisfied with the result.

DR. POWELL

*Loops*  
Comm.  
mgt.

Let me interrupt this enumeration of work on employment by the Law Division to ~~Y/X~~ stress the fact that with the exception of a specified portion of this memo the work of Poston's five other lawyers will not be covered by this memorandum. In my opinion, the work of some of them would be a long memorandum in itself.

Let us turn now from employment and education to four other phases of community services work, family welfare, health, community organization, law and order. My mind is filled with family quarrels, separations, divorces, assaults and batteries between members of a family, thieveries, threatened manslaughter, threatened murder, and a host of other law and order problems, many of which, I believe, have not come to your desk, but which have required solution by some of us. Do I forget a host of other problems such as requests for permits to leave camp for business or other reasons, mixed marriage surveys, etc.? Do you doubt that we have not and are not now actively assisting in this work of your branch? If you do, let me draft a supporting memorandum and let my lawyers do the same on any or all of these items.

On health, I refer you to Miss Duer, Dr. Schnur, Dr. Pressman, Dr. Snavelly, and others in your Health Department or working to assist it. Suffice it is to say that our administrative services to that division extend from vital statistics of birth to hospitalization and many other intermediate problems and end with policies involving burial. Let me stress that in most of these cases no specific legal problem was involved.

On community organization--for which Mr. Burge was hired by your branch, I have from the outset with the help of Mr. Tamura and Mr. Yamamoto performed both the legal and administrative services involved. The work of community services in this field by the law division has received the commendation of Dr. Province head of community services, WRA in Washington, D. C. and Dr. Neier, head of community organization in Washington and has influenced vitally the circular of WRA on this subject applying to all projects.

As for law and order, the Law Division (and here let me include the work of all the lawyers) has been extraordinary. Law and order is also under your branch, not mine; yet due to your inability to secure a suitable law office (I know it is due to no fault of yours) we, the lawyers of Poston, in cooperation with the recently appointed law and order committee of the council of which we are members have started to plan and effectuate a reformation of the Police Department which will include training in police work, Civil Service exams, a new evaluation of the

techniques and procedures of the police, including crime prevention. Furthermore, there has been set up a law court, called a judicial commission, which is now holding two sessions a week which will probably have to be increased soon in order to keep up with a rapidly mounting docket. A campaign against traffic violations which has been largely educational in its nature has been initiated largely with the help of the law division. The success of the <sup>new</sup>penology and criminology on this project is demonstrated by the fact that in the absence of a court room or other space the jail is being used for the commission's hearing. I invite you to visit this court, which without the imposition of a single jail term except suspended sentences is hearing some twenty or twenty-five law and order cases weekly and is serving the needs of a community of over 17,000.

I am loathe to close--even in my present state of fatigue from many nights with little sleep. I can recall hundreds of instances, many of great importance, which have not been covered by this memorandum--1. I have agreed to be the leader of a great book seminar if I remain in Poston. 2. For the past few days some of my time has been occupied with problems raised by an adult education cooperative study group, composed, I believe, of some employees of adult education which while working with some cooperative experts have caused considerable excitement among some of the residents. This problem will receive the attention of the staff meeting today and tomorrow. 3. Social legislation including unemployment compensation, workmen's compensation, old age annuity, etc. have been placed at my doorstep. 4. At least one morning last Sunday from five A.M. to quarter to one was spent by me with members of the art group in a trip fifteen miles east of Parker arranged by Dr. Shephard. 5. Yesterday Dr. Potts, principal of Poston 3 school accompanied me from 8:30 A.M. to ten minutes of twelve in order to learn something of Poston's problems and in order to attend a block managers' meeting in 3 which I had been asked to go to. 6. Yesterday night I attended a meeting of the county fair committee of Poston and stressed the necessary educational program for the fair. I walked home with Dr. Takahashi and discussed for two or three hours educational problems, the educational work of the lawyers of Poston in regard to false rumors which are continually disturbing this community is extraordinary. 7. The necessary education of some of the Caucasian personnel as well as some visitors in regard to racial intolerance and other problems of WRA is taking much time.

All of these duties ~~take~~ as well as similar administrative work for other branches take only a small percentage of our time, most of it must be devoted to a legal aid bureau which is striving to help a community of almost 20,000 replete with vital legal difficulties involving the whole gamut from subject matter of law and often complicated problems ~~of~~ requiring a knowledge of the statutes and judicial decisions and administrative rulings of

the state of Arizona and California, of the Federal Government, and even international law. Our problems involve the property and human relations of both Caucasian and Mongolian personnel and residents, both inside and outside the project.

I, therefore, propose that if the needs of the court or judicial commission, community organization, and law department are to continue to be relegated so far as space and equipment is concerned to its present status in Poston 1--you at once delegate to some of your workers the task of assuming as soon as possible the administrative work which my associates and I have undertaken and that other branches do the same. I propose that the lawyers of Poston--if this is the wish of the administrative authorities as indicated by their total disregard of their <sup>lawyers</sup> places and equipment in the space set up--cease to assume or attempt to assume the role of a lawyer in a more ideal society and be relegated solely to the important task of legal aid work and legal assistance to administrators and residents. If this community thinks so little of our work that it will continue its unjust space allocation and equipment distribution in Poston 1 (for Poston 2 and 3 have been cooperative in this regard) to my three lawyers, one court clerk, one community organization secretary, three girls soon to be increased to seven or eight, and myself, let us cease attempting to do the impossible--working without chairs, desks, typewriters, <sup>telephone</sup> and <sup>proper</sup> space.

In that case, I must refuse to ask my lawyers and stenographers to devote their energies night and day to the public wheel. Before this step is taken I earnestly urge that you become fully informed of our duties and needs and that other branches affected learn of your decision. I also desire before this decision is made that the lawyers of Poston 1 and 2, the judicial commission and the community council be afforded two days ~~XXXX~~ <sup>to</sup> to file supplementary memoranda in this matter. I should like to learn your decision as well as <sup>let</sup> ~~anyone~~ <sup>of</sup> ~~involved~~ <sup>as</sup> as soon as you have had time to formulate it. I have never operated in the course of my private practice and public career as a lawyer under such a narrow concept of a lawyer's function and if a decision is made for the lawyers of Poston to assume such a narrow role I desire an opportunity to consider whether I cannot be transferred to another project where a lawyer will not receive such a cold reception.

T.H:MY

Theodore H. Haas

cc Dr. Leighton  
Mr. Gelvin  
Dr. Powell

8:25 A.M.

COPY

DEPARTMENT OF JUSTICE

Immigration and Naturalization Service

Philadelphia

September 28, 1942

Miss Jane M. Hoey  
Director, Bureau of Public Assistance  
Social Security Board  
Washington, D. C.

Dear Miss Hoey:

I have your letter asking for an opinion from this Service as to whether or not aliens would be subject to deportation after the end of the war as a result of being furnished financial assistance in connection with or because of their removal by order of military authorities from one section of the country to another, that is, whether or not such assistance would be considered as making them public charges subject to deportation.

The question, it appears, calls only for consideration of the following provisions of the immigration laws: Section 3 of the Immigration Act of 1917 (8 U. S. C. 136) which declares that -

"The following classes of aliens shall be excluded from admission into the United States: \*\*\* persons likely to become a public charge".

and section 19 of that act (8 U. S. C. 155) which declares that -

"At any time within five years after entry any alien who at the time of entry was a member of one or more of the classes excluded by law \*\*\*, any alien who within five years after entry becomes a public charge from causes not affirmatively shown to have arisen subsequent to landing \*\*\* shall, upon the warrant of the Attorney General be taken into custody and deported."

So far as concerns the first charge, that is, that the alien was likely to become a public charge at time of entry, it does not appear that the alien will be brought within that charge by any event occurring after his entry. With reference to the other charge, that is, becoming a public charge within five years after entry, it is inconceivable that the Federal Government would undertake to say that its own acts that cause the alien to become a public charge were not causes arising subsequent to entry. And even if the removal of the aliens may result occasionally in physical or mental breakdowns and consequent charge upon the public in connection with hospitalization in public institutions, I am sure that the Government would not press the contention, in the face of the unusual experience of such a removal, that the breakdown is due to causes existing prior to entry, such as mental or psychopathic constitutional weakness.

/s/ Earl G. Harrison, Commissioner

Colorado River War Relocation Project  
Poston, Arizona

October 3, 1942

MEMORANDUM TO: Mr. W. Wade Head, Project Director

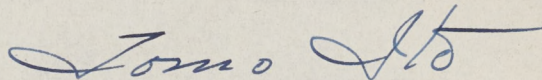
SUBJECT: Goods Stored With Federal Reserve Bank

It has been brought to my attention by several persons that the goods which they stored with the Federal Reserve Bank have started to arrive. Not only the goods which they specified to be sent, but all of their stored goods have come.

In all these instances, there is insufficient space in the apartments to store all the goods. It was the original understanding that only the goods which were specified would be sent and the balance would be stored for the duration at the original storage depot.

The problem will increase from now on and the situation will become acute.

I would appreciate your attention to this matter at your earliest convenience.



Tomo Ito  
Supervisor of Block Managers

cc to: Mr. Gelvin  
Mr. Evans  
Mr. Townsend

UNITED STATES  
DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS

FIELD SERVICE

Colorado River War Relocation Project  
Poston, Arizona

October 7, 1942

MEMORANDUM TO: Mr. Head

FROM: T. H. Haas

Attached is the oath of office, which I wrote this morning at the request of Dr. Ishimaru, which is to be administered by you to the block representatives to the Advisory Board of the Temporary Community Council of Unit 1 this afternoon. The organization commission will meet at 1:30 on Friday, October 9 at Ward 7 of the hospital. Will you kindly address the meeting?

*From*  
If it is agreeable, I shall wire today that I shall leave for San Francisco this Saturday night. I believe I have reduced the time that they desire me to spend in San Francisco from three to a little over one week. I shall use part of that time in order to dictate the generalized report, since I will not have an opportunity to do so while at Poston. I shall also try to spend my time usefully in connection with my work ~~there~~.

*From*  
If there ~~are~~ no objections, the Law Division, Judicial Commission and Community Council would like to have a house-warming this Saturday afternoon. We will provide the food and will merely use the offices.

THH yy  
att.

*T. H. Haas*  
T. H. Haas

Colorado River War Relocation Project  
Poston, Arizona  
October 7, 1942

MEMORANDUM TO: Mr. Ted Haas

With reference to your memo of even date, please be advised that I have no objection to your going to San Francisco this week; also, I think the housewarming a very good idea.

Wade Head, Project Director

Mr. Head

COLORADO RIVER WAR RELOCATION PROJECT  
Poston Community Enterprises  
Poston, Arizona  
October 17, 1948.

MEMORANDUM for Legal Department.

The following are some of the questions that have arisen in connection with the organization of a consumer's cooperative for Poston. We will appreciate your consideration of these questions at your earliest convenience in order that the answers may be presented to the Cooperative Congress:

The Institute of Living Law in commenting upon the desirability of incorporation under the District of Columbia Cooperative Law says that no group should incorporate under the District Law to carry on a business entirely or largely in some other place without first obtaining an expert local opinion as to the desirability and feasibility of that course of action. Some of the questions raised in this connection are:

1. Whether the corporation or cooperative laws of the state in which operations are to be carried on are not just as satisfactory;
2. Whether the disadvantages under local law, of operating as an "out-of-state corporation" outweighs the advantages of incorporation under the DC law;
3. The cost of registration of a foreign corporation in the State of Arizona;
4. Conditions precedent to such registration;
5. The difference in amount of taxes required to be paid by foreign and domestic corporations;
6. The State Law as to the sale of securities; and
7. The extent to which the State Law limits the exercise of any corporate power that may be obtained under the District law;
8. The cost of filing and registration in the State if incorporated under the DC law.

In connection with the incorporation either under the District of Columbia law or incorporation under the State of Arizona, we should be definitely informed as to the requirements of citizenship as concerns member ownership of the cooperative and of the board of directors.

Inasmuch as the State of Arizona does not have a cooperative law, it is probable that incorporation under the District law will be most advantageous, but before going ahead on such an assumption we believe that the questions raised above and any others that might affect incorporation should be carefully

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considered.

R. G. Fister,  
Chief of Community Enterprises.

cc: Mr. Head ✓  
Mr. Mathiesen  
3-Cooperative Congress

Memorandum to: E. R. Fryer, Regional Director

Subject: Arbitration at relocation centers in Arizona

We have previously discussed the State law with respect to arbitration in California (Op. Reg. Atty. SF-26), Idaho (Op. REG. Atty. SF-44), and Utah (Op. Reg. Atty. SG-49). This opinion will discuss the arbitration law of Arizona and its possible application to arbitration procedures that may be provided at the relocation centers in Arizona.

Like California, Idaho, and Utah, Arizona has a statutory procedure for arbitration, whereby persons may agree to arbitrate their differences by written agreement to do so and obtain summary enforcement of the award. Ariz. Code Ann. (1939), SS 27-301 to 27-311 (copy attached). The Arizona law contains a number of additional technical requirements that may militate against general use of the statutory procedure unless the parties to the arbitration can waive the requirements. This memorandum will, however, discuss the statutory procedure, the possibility of waiving its requirements, and the persons framing arbitration procedures at relocation centers in Arizona may adapt the procedures to the statutory method where the parties so desire.

Subject-matter of arbitration. Under the Arizona statute any "dispute, controversy, or right of action" may be submitted to arbitration. Ariz. Code Ann. (1939), S 27-301. Like the California statute (California Code of Civil Procedure, S 1280), the Arizona law authorizes agreements to arbitrate future as well as present controversies. Ariz. Code Ann. (1939) ss 27-309, 27-311./1

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1/ An agreement to arbitrate a future dispute is invalid where common-law arbitration rather than the statutory procedure is followed. Gates v. Arizona Brewing Co., 54 Ariz. 266, 96P (2D) 49 (1939). This should not hamper the use of common-law arbitration proceedings at relocation centers, however, since the primary function of arbitration at relocation centers has always been considered as one of settling existing controversies between evacuees.

The agreement to arbitrate. Under the statute there must be a written agreement to arbitrate, naming the parties, plaintiff and defendant. Id. s 27-301. It should also state the nature of the controversy and be dated and signed by the parties. Under the statute, each party must name, in the agreement, one arbitrator for himself. Ibid. For reasons hereinafter discussed, it is also advisable to include in the agreement waivers of certain statutory requirements, and certain other stipulations.

A provision may be inserted in the agreement reserving a right of appeal, in which case the arbitrators' decision may be appealed to the court for a complete new trial. If no right of appeal is reserved, the decision of the arbitration is final. Id. S 27-306.

The arbitrators. Since each party must name his own arbitrator, the parties should name members of the arbitration commission as their respective representatives if the statutory procedure is to be followed at the relocation centers in Arizona.

Under the statute, the arbitrators cannot be related to either party and must not be interested in the result of the matter being arbitrated. They must also possess the qualifications of a juror. Id. s 27-301. Under Arizona law, a juror must be a male citizen of the United States, a resident of the county for at least six months next prior to his being summoned as a juror, sober and intelligent, of sound mind, and good moral character, over 21 years of age, and shall understand the English language. He must not have been convicted of felony or be under indictment or other legal accusation of larceny or of any felony. Id. s 37-103. Some of the evacuees in Arizona relocation centers were Arizona residents prior to evacuation. Most of them come from other States, however, and it is exceedingly doubtful that they would be considered residents of Arizona within the meaning of the laws prescribing the qualifications of jurors. This raises the questions of whether the statutory procedure may be used if the arbitrators do not pass the qualification of juror under Arizona Law.

Under common-law arbitration, as well as under the Arizona law, consanguinity or interest of any arbitrator in the dispute being arbitrated is sufficient to disqualify him and to render the award subject to attack on that ground. At common law, however, any such disqualification is waived by a party if he has knowledge of the facts disqualifying the arbitrator and fails to make timely objection. This is also true where arbitration is undertaken pursuant to a statutory procedure. 6 C.J.S. 187; Travelers Ins. Co. v. Pierce Engine Co., 141 Wisc. 103, 123 N. W. 643 (1909); Chicago R. I. & R. Ry. Co. v. Union Pac. R. Co., (CCA-8th) 254 Fed. 235 (1918); Newburger v. Rose, 240 N. S. 436 (1930); Johnson v. Kern, 117 S.W. (2D) 514 Texas, 1938. Of. Stemmler v. Scottish Union & National Ins. Co., 33 Ore. 65, 53 Pac. 498 (1898) (party filing to object to non-residence of arbitrator at time of selection waives his objection).

We see no difference in substance between disqualification on the ground of relationship or interest and disqualification because lacking the qualification of a juror. The additional statutory requirements of the latter are plainly to insure that the parties obtain mature and mentally competent persons to act as arbitrators. The parties should have as much right to waive this guarantee as they have to waive disqualification on the grounds of relationship or interest.

We suggest, therefore, that a clause be included in the arbitration agreement to the effect that the parties expressly waive the requirement that the arbitrators possess the qualifications of a juror.

Filing agreement with the court. Under the statute, if the amount in dispute is \$200 or less, the agreement must be filed with a justice of the peace "of the county in which the defendant resides" Ariz. Code Ann. (1939), S 27-302. The question arises whether evacuees will "reside" within the county in which the relocation center is located for the purposes of this section. Although they are probably not residents for voting purposes (Op. Sol. No. 20), or for the purpose of serving on juries (see discussion above), they reside in the country in the sense that they are bodily present there, and for the purpose of giving the court jurisdiction over the arbitration agreement this is probably sufficient. Op. Reg. Atty. SF-44. To eliminate any doubt, however, we suggest that the agreement name the county in which the relocation center is located, and expressly state that the parties are residing in that county; this will preclude a challenge of the award. Op. Reg. Atty. SF-44.

If the amount in dispute is over \$200, the agreement must be filed with the Clerk of the Superior Court "of the county in which the controversy arose". Ariz. Code Ann. (1939) S 27-302. Ordinarily, of course, this will be the county within which the relocation center is located and no difficulty should be encountered because of this requirement.

Once the agreement is filed with the court, it will be docketed by the justice of the peace or the clerk, as the case may be, and he will then designate a date for the "trial", which must be not less than two nor more than ten days thereafter, and he will issue process for such witnesses as the parties may desire, returnable on the day fixed for trial. Ariz. Code Ann. (1939), S 27-302. You will note that this apparently takes away from the arbitration commission the power to arrange its own docket. We do not believe, however, that this requirement can be waived, since the filing of the agreement with the court is necessary in order to invoke the statutory method for summarily enforcing the award, and since the duty is one imposed by law upon court officials. There should be little difficulty, however, in persuading the court officials to set dates for hearings that will best suit the convenience of the arbitration Commission and the parties. Furthermore, the arbitrators have power to adjourn from time to time (see Infra) and this will give them ample latitude.

Although apparently the court cannot compel arbitration to proceed after the agreement is filed or prevent either party from revoking the agreement, the agreement may be pleaded in bar to an action or defense brought or interposed in connection with the matter in controversy against any party who refused to proceed with the arbitration. Ariz. Code Ann. (1939) S 27-307.

Arbitration proceedings. The statute requires that the arbitrators shall assemble on the day set for trial before the justice of the peace or the clerk as the case may be, who must administer an oath to them. Ariz. Code Ann. (1939) S 27-304. Unless this requirement can be waived, either the arbitrators will have to leave the relocation center to go before the justice or the clerk every time an arbitration is commenced, in order to take the oath, or the justice or the clerk will have

to visit the relocation center - obviously a serious inconvenience.

In our opinion, however, the requirement of taking an oath may be waived by the parties. There is a split among the courts on the subject, but the weight of authority is that the administering of an oath to the arbitrators is not a jurisdictional requirement and may be waived by the parties as a more procedural matter. 6 C.J.S. 188; 3 Am. Jur. 932. Thus, in Hopper v. Fromm, 92 Kan. 142, 141 Pac. 175 (1914), the court upheld the validity of an award rendered under a statutory procedure even where neither the arbitors nor the witnesses were sworn as required by the statute, and where neither party objected at the time. Accord: City of Carlyle v. Village of Backomever, 243 Ill. App. 460 (1927); Rickman v. v. White, 266 S.W. 997 (Mo. App. 1924). We suggest that the arbitration agreement expressly waive the oath-taking requirement.

It may, however, be advisable to have a notary public at the relocation center administer the oath to the arbitrators. A notary public is an official who may administer oaths in Arizona. Ariz. Code Ann. (1939) S 12-409. This would keep the proceeding more in harmony with the spirit of the statute and would add dignity to the proceedings that the statute and would add dignity to the proceedings that the statute obviously intended. The notary public would have to be present to administer oaths to the witnesses in any event, unless this requirement is likewise waived. Id. S 27-304.

The arbitration hearing should proceed as a trial in a civil action without a jury. Id. SS 12-409, 27-304. The arbitrators may hear the evidence, adjourn from time to time, and render their award. Id. SS 27-303, 27-304. If they cannot agree, they must select an umpire with like qualifications as themselves, and if they disagree as to the choice of an umpire, the justice or clerk must select him. Under the statute he must likewise be sworn in, and the matter is thereupon heard all over again at such time as the board of arbitration, thus constituted, may designate. Id. S 27-305. We suggest that the arbitration agreement also contain a specific waiver of the requirements that the umpire possess the qualifications of a juror, and that he be sworn in by the justice or clerk.

The award of the arbitrators must be in writing, and they must file and award with the justice of the peace or clerk, as the case may be. Id. S 27-304. No time limit within which the award must be so filed is specified. Generally, where no time limit is specified, action must be taken within a reasonable time. We recommend that the filing be accomplished promptly in order to forestall any contention that the filing was not within a reasonable time.

Entering judgment on the award. Within 10 days after the arbitrators have filed the award, the justice of the peace or the clerk must enter and record it as a judgment of the court, and it thereupon has the same effect as any other judgment of that court. e may award the costs to either party, but if the costs are not expressly taxed both parties must bear them equally. Id. S 27-304. These costs should not be large, particularly if it is not necessary for the justice or clerk to subpoena witnesses or administer oaths to the arbitrators and the witnesses.

Failure to comply with statutory procedure. In our opinion, enactment of the Arizona statutory arbitration procedure has not abolished the

right of common-law arbitration. In Gates v. Arizona Brewing Co., 54 Ariz. 266, 95 P. (2D) 49 (1939), the Arizona Supreme Court expressly held that an agreement to arbitrate a future dispute was invalid if common-law rather than statutory proceedings were used, thus recognizing the existence of common-law arbitration in Arizona.

As pointed out in Op. Reg. Atty. SF-26, there is a split of authority on the question of whether an award may be enforced as a common-law award where the parties intended to follow the statutory procedure but for some reason failed to do so. There are no Arizona cases in point. Since the intention of the parties will be held to govern, we suggest that a provision be inserted in every arbitration agreement where it is intended to conform to the statute, to the effect that in the event the proceedings fail to satisfy statutory requirements, the agreement shall be construed as a common-law arbitration agreement and the award enforced as a common-law award.

If in any case it is decided not to take advantage of the statutory, the award may be enforced by a suit on the award, which entails a complete court trial, with attendant expenses and delays. There is much more likelihood of the necessity for court appearance by the parties than in the case of statutory proceedings.

In view of these considerations evacuees at relocation centers may wish to have the advantage of statutory arbitration and it is suggested that a procedure be devised that can readily be adapted for this purpose. The waivers and other stipulations that should be inserted in the arbitration agreement have been pointed out in this memorandum. The method required for naming arbitrators has been described. In addition, it will be necessary to (1) file the arbitration agreement with a justice of the peace or a clerk of court, as the case may be; (2) accept as the date for hearing the date set by the justice or the clerk (which may, however, be continued by the arbitrators); and (3) file the award with the justice or clerk, who must enter it as a judgment.

Because of the absence of Arizona cases on the subject, it is impossible to state with finality that the Arizona courts will regard the various waivers suggest in this memorandum as proper and that they will not regard some of the matters waived as "jurisdictional" in nature. We have pointed out, for example, that a minority of courts regard the administering of oaths to arbitrators as jurisdictional and not as mere irregularities that may be waived by the parties. It is possible that an Arizona court may agree with the minority view; in such event it will be necessary thereafter to follow the statutory procedure strictly in that regard if advantage is to be taken of the method for summarily enforcing the award. We believe, however, that the better law supports our conclusion, and that the use of waivers in lieu of the requirements they displace is amply justified by existing law as well as by the administrative convenience that is served.

Edwin E. Ferguson  
Regional Attorney

C O P Y

POSTON TWO COMMUNITY CONGRESS

December 14, 1942

MEMO TO: Mr. Theodore H. Haas, Project Attorney  
FROM: The Community Congress, Poston Unit Two.

RESOLUTION: "That, whereas, on Sunday, December 13, 1942, at approximately 5:30 p.m., a United States Army pursuit plane of the North American "Mustang" type did recklessly zoom, dive, "hedge-hop" and skim over the barracks of Unit 2, Poston, at high speed, and at extreme low altitude, barely missing roofs of the barracks, and,

"Whereas such incidents have recently too often been experienced by residents of Unit 2 to their great hazards to life and safety,

"Now, therefore, the Poston 2 Community Congress does hereby resolve that an immediate and emphatic protest be filed with the officers in charge of the offending pilots and that the Project Director secure an immediate and satisfactory assurance from such officers that no further similar, illegal, offending flying be permitted or tolerated by the United States Army."

/s/ G. Nagano

COMMUNITY CONGRESS  
POSTON UNIT TWO

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COLORADO RIVER WAR RELOCATION PROJECT  
LAW DEPARTMENT DIVISION I  
Administration Building I  
Poston, Arizona

December 24, 1942

MEMORANDUM TO: The Community Enterprises and Poston Cooperative Congress

FROM: Legal Department Division I

We wish to make the following recommendation, in reference to the future operation of the community stores as follows to wit:

1. The present Board of Trustees to resign immediately (to which the present Board of Trustees have agreed and in fact suggested) and the Board of Trustees as elected by the Poston Cooperative Congress be substituted in their place under their present Trust Agreement in force.
2. That the Board of Trustees immediately set up the necessary machinery for the purpose of tabulating patronage dividends.
3. The Poston Cooperative Congress immediately take steps to present the following matters in the form of a referendum to all of the people in Poston Camps I, II, and III as follows:
  - A. That the present Poston Cooperative Congress be recognized as the governing body for the Community Enterprise Organization and that their term to run until the next annual election, the date to be determined by the Cooperative Congress, but in no event to exceed one year from this date.
  - B. That all evacuee residents eighteen years of age or over be considered as members of the Community Enterprises giving anyone the right to voluntarily withdraw, if he or she desires.

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- C. The Cooperative Congress be authorized by the people to have full authority to determine the type of organization that should be created for the operation of the Community Enterprises either as a trust, a voluntary association, a corporation, or any other type of organization, and to draft all the necessary rules and regulation therefor except that the new organization must embody the following principles, to wit:
- X. Some form of patronage dividend system be set up.
  - Y. That in the event of liquidation the tabulation of all assets to be made to the members in good standing at the time of liquidation in proportion to their patronage of a certain stipulated period to be determined by the Cooperative Congress.
- D. That the Board of Trustees be authorized upon the order of at least two-third majority of the Cooperative Congress to that effect shall transfer all of the present assets and liabilities of the Community Enterprises to any organization created by the Cooperative Congress to conduct the business of the Community Enterprises, and such new organization be authorized to use all of the assets in fulfillment of its purposes and without any further limitations or restrictions to its use.

Respectfully submitted,

WAR RELOCATION AUTHORITY  
Office of the Solicitor  
WASHINGTON

RJW  
JAN 7 1943

Dec. 30, 1942

AIR MAIL

Mr. Theodore H. Haas  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

Dear Ted:

This will acknowledge your letter of December 21, 1942, relating to a request by Mr. Edward Ouchi for some information concerning the organization of cooperatives at internment camps.

Some of the aliens who have been interned are under the supervision of the Department of Justice, and others are under the supervision of the War Department. The Department of Justice has supervision of families and women who have been interned, and the War Department has supervision of men who have been interned.

The Department of Justice internment camps are under the administrative direction of Mr. W. F. Kelley, In Charge, Immigration and Naturalization Service, Philadelphia, Pennsylvania. The War Department internment camps are under the direction of Brigadier General B. N. Bryan, Director of Aliens Division, Office of the Provost Marshal General, War Department, Washington, D. C.

I suggest that Mr. Ouchi communicate directly with Mr. Kelley or Brigadier General Bryan for such information about the organization of cooperatives at the internment camps as he may wish to obtain.

Sincerely,

/s/ PMG

Philip M. Glick  
Solicitor

cc - All Project Attorneys  
Edgar Bernhard  
Maurice Walk



WAR RELOCATION AUTHORITY  
Office of the Solicitor  
WASHINGTON

February 8, 1943

AIR MAIL

Mr. Theodore H. Haas  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

Dear Ted:

I have been considering for some time a plan by which each Project Attorney would be brought to Washington for three or four weeks to work in the Washington office. The Project Attorneys will be brought in separately, one after the other, so that usually only one Project Attorney will be away from his project at any time. An Acting Project Attorney will be sent to the project, usually from the Washington office, to carry on his work while he is away.

I thought I would start the plan with Bob Throckmorton, since he is senior in service among the Project Attorneys, but he was in Washington recently so I am going to postpone his trip for the time being. You are next in seniority and I should like to start the plan with you.

Moxley Featherston of the Washington office will serve as Acting Project Attorney on your project. He is leaving Washington Thursday night and expects to arrive at Poston on Sunday or Monday. I wish you would plan to spend at least two, and possibly three, days with him after he arrives, to introduce him to the administrative people, and to tell him what he will need to know concerning work in process in your office. I shall ask Moxley to remain at your project until two days after you return to Poston, so that you will have time to pick up from him the threads of all work that he has carried forward. I am anxious to begin this system immediately and so I shall appreciate your making all necessary arrangements to be able to leave not later than three days after Moxley's arrival at Poston.

I would suggest that you bring with you any papers you may need to discuss with us in Washington any problems that may need special attention.

I discussed this exchange proposal with Wade Head recently in San Francisco, and he thinks well of the idea. I am enclosing a copy of a letter the Director is sending to Wade Head on this

RFM

WAR RELOCATION AUTHORITY  
Office of the Solicitor  
WASHINGTON  
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subject. You will note that Moxley's traveling expenses are to be paid by the Washington office, and yours are to be paid by the project.

I look forward to seeing you soon in Washington, and feel sure we can make your visit pleasant and profitable.

Sincerely,

Philip M. Glick  
Solicitor

cc: All Project Attorneys  
Mr. Bernhard  
Mr. Walk

PMGlick:hb

WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

*Re 1/1/43  
mm*

JAN 4 1943

AIR MAIL

Mr. Theodore H. Haas  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

Dear Ted:

We have reviewed the copy of the trust agreement for the Poston Community Enterprises that was sent to Ed Ferguson at San Francisco. The agreement presents some legal issues which have been considered in connection with the organization of consumer enterprises at other relocation centers. I refer especially to the question of whether it is clear, as was intended, that the trust agreement was effective to create a legal entity, separate and apart from the Federal Government, the receipts of which are not subject to the statutes requiring the deposit of the proceeds of the sale of Government property in the Treasury. I also refer to the question of whether the trust is liable for State and Federal income and sales taxes.

You will recall that the powers retained by the Project Director over the operation of the trust are numerous. The Project Director appointed, and may remove at will, the trustees. Funds may be disbursed only over the signature of the Chief of Community Enterprises. The Chief of Community Enterprises is the only person who may be authorized to purchase or rent equipment and supplies for the operation of the trust. Presumably, the trustees themselves may not even make purchases directly. The Project Director, when he deems it in the best interests of the Government and of the Poston community, may require that goods and services desired by the trust be obtained under a system of competitive bids. The Project Director is authorized to alter or add to the agreement at any time. He may change any provision in the agreement, except that the residents of the community of Poston may not be deprived of their beneficial interests under the agreement. Upon liquidation of the trust, the

proceeds must be distributed in accordance with a plan approved by the Project Director. The agreement expressly recites that the trust was organized to reduce the administrative costs to the United States of conducting the enterprises at the Project, and that the trust and the trustees are instrumentalities of the United States.

The purpose of retaining these controls over the trust was, of course, to enable the Government to protect the interests of the evacuee patrons of the trust. The protection against competition which was given the trust by the Government made necessary the exercise of some controls in the interest of the evacuees. However, in view of the many powers over the trust that are retained by the Federal Government, acting through the Project Director, the Comptroller General might regard the establishment of the trust as merely an attempt to evade the statutes prescribing procedures for handling Federal funds. In such event, demand would probably be made for the payment of all receipts by the trust to the Government. For this reason, I believe that the trust agreement should be revised to restrict the powers of the Government over the operation of the trust so that there will be no doubt about the status of the trust as a legal entity separate and distinct from the Government.

We have concluded that the community enterprises at the several relocation centers are liable for State sales and income taxes and for Federal income taxes. The enterprises are owned and operated by private individuals and their income is the property of private individuals. No substantial interference with the relocation program would result from the imposition of such taxes. If our analysis with respect to the tax liability of the other community enterprises is correct, it follows that the Poston trust is also liable for State and Federal taxes. The declaration in the trust agreement that it is a "federal instrumentality" is of no particular significance for this purpose. The important factors are that the trustees and beneficiaries are private individuals, and the imposition of taxes would not interfere with the relocation program.

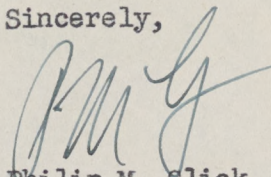
We have discussed the Poston trust agreement with Mr. Cohen and Mr. Brophy of the Department of the Interior. They have advised us that the Office of Indian Affairs has established some trusts for the benefit of Indians which have not been required to deposit their receipts in the Treasury and which have successfully resisted the payment of State taxes. Most of these trusts were apparently operated with Indian trust funds which are excepted from many of the fiscal statutes. The Indian trusts have claimed exemption from State taxation on the theory that State laws have no force within the territory

of an Indian tribe in matters affecting Indians. In addition, they have relied upon the statutory authority of the Commissioner of Indian Affairs to regulate trade with the Indians and to fix the price of goods sold to them. These principles are, of course, inapplicable to trusts operated for the benefit of the evacuees.

Mr. Cohen and Mr. Brophy have indicated that they believe that the language contained in the agreement might cause the Comptroller General to object to the operation of the trust as presently constituted. They also expressed the view that the liability of the trust for State and Federal taxes would not be governed by the same principles that govern the tax liability of the Indian trusts.

I intend to recommend to the Director that the trust agreement be modified to restrict the powers of the Government over the operation of the trust, and that the evacuees be advised that the trust is liable for State and Federal taxes. We are working on a proposed revision of the trust agreement for this purpose. Before making this recommendation, however, I should like to have your comments. Please submit them by air mail.

Sincerely,

A handwritten signature in dark ink, appearing to read 'P. M. Glick', is written over the typed name.

Philip M. Glick  
Solicitor

DECLARATION OF TRUST

*Returned to  
Hans  
Project Attorney  
Law Department  
Unit 1*

WHEREAS, the Colorado River Relocation Center is populated by approximately 17,500 persons who need and desire services and supplies in addition to those furnished to them by the War Relocation Authority, and

WHEREAS, the undersigned hold legal title in and to Poston Community Enterprises, a business organization operating in the Colorado River Relocation Center for the purpose of supplying such services and supplies, and

WHEREAS, the persons residing at the Center will, as soon as possible, organize a cooperative corporation which will serve their needs for services and supplies not furnished them by the War Relocation Authority, and

WHEREAS, it is desirable to clarify the legal status of Poston Community Enterprises

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being vested with title in and to the business known as Poston Community Enterprises, and in and to all assets thereof, do hereby declare ourselves to be trustees thereof to hold the same and all profits and proceeds thereof as trustees, subject to the following conditions, for the benefit of the cooperative corporation which the residents of the Colorado River Relocation Center plan to organize; provided, however, that if the said cooperative corporation is not established within a period of twenty (20) years from the date of the execution of this instrument, the beneficial interest under this declaration of trust shall, immediately at the end of such twenty (20)

year period, vest in the patrons of the Poston Community Enterprises:

1. In the operation of Poston Community Enterprises under this trust, the trustees shall act as trustees only and shall have no personal liability for the obligations of Poston Community Enterprises. All obligations of Poston Community Enterprises shall be payable solely out of the assets of the Poston Community Enterprises and of the aforementioned cooperative corporation which is to succeed to such assets.

2. The management of the business of the Poston Community Enterprises shall be under the direction of the trustees and shall be carried out in accordance with the rules and principles laid down by the War Relocation Authority or its authorized representatives. The trustees may select and hire a manager and may delegate to the manager any of their duties in connection with the management and operation of Poston Community Enterprises. The trustees may remove the manager at any time with or without cause.

3. Our title as trustees is held in joint tenancy and upon the death or resignation of any trustee, full title in and to all of the assets of Poston Community Enterprises shall vest in the remaining trustees.

4. Upon the death, resignation or removal of any of the trustees, the vacancy so created shall be filled by the Cooperative Congress of the Colorado River Relocation Center from a list of persons recommended by the remaining trustees.

5. The trustees will, promptly upon the completion of the legal organization of the cooperative corporation, referred to above, convey to such cooperative corporation all of their right, title and interest as trustees in and to the business known as Poston Community Enterprises, and

the stock in trade, accumulated profits, and all other assets thereof, provided that the cooperative corporation will at the same time assume all liabilities of Poston Community Enterprises.

6. Prior to the organization of the cooperative corporation, referred to above, the trustees may, in their discretion, at any time, distribute all or any portion of the net savings of the Poston Community Enterprises to its patrons in proportion to their individual patronage. The individual patronage for the period of the existence of Poston Community Enterprises, prior to January 15, 1943, shall be deemed to be in the same ratio as the individual patronage for the period January 15, 1943 to June 30, 1943.

7. The trustees may at any time terminate the existence of the Poston Community Enterprises; if Poston Community Enterprises should be dissolved before the cooperative corporation, referred to above, is organized, the trustees at the time of its dissolution, acting through a liquidating committee appointed by the trustees, shall distribute the assets of Poston Community Enterprises as follows:

1. Pay all outstanding debts and the expenses of dissolution.
2. Distribute any surplus among the patrons on the basis of their individual patronage for the entire period of the existence of Poston Community Enterprises; the individual patronage for the period of the existence of Poston Community Enterprises, prior to January 15, 1943, shall be deemed to be in the same ratio as the individual

patronage for the period January 15, 1943, to June 30, 1943. Any patron who leaves the Colorado River Relocation Center shall file with the trustees or the manager of the Poston Community Enterprises his new address and proof of the amount of his patronage. The trustees shall notify the patron of any proposed dissolution by a written notice deposited in the United States mail and the patron, in replying to such notice, shall advise the trustees of the address to which he wishes to have his proportionate share of the assets of the Poston Community Enterprises mailed. If any patron shall fail to file his address with the trustees or shall fail to file proof of the amount of his patronage or shall fail, within thirty (30) days after notice of dissolution has been mailed to him, to inform the trustees of the address to which he desires to have his proportionate share of the assets mailed, he shall forfeit his entire right, title and interest in and to any portion of the assets to be distributed and the trustees shall be authorized to distribute the assets to those patrons who have file notices of their patronage and who have replied to the notice of dissolution. The patrons, and not the trustees, shall be responsible for filing with the trustees their correct addresses, for filing proof of their individual patronage and for informing the trustees of the address to which they wish to have their

proportionate share of the assets mailed.

This trust agreement is binding on the heirs, executors and administrators of the parties hereto.

IN TESTIMONY WHEREOF, We do hereby subscribe our signatures as of May 11, 1942.

/s/ Masatane Mitani

/s/ Saikichi Shirasawa

/s/ Yasuji Fukutome

/s/ Kuniji Inagaki

/s/ Herbert M. Yoshida

/s/ Suyekichi Amano

/s/ E. Ouchi

/s/ T. Shimotsuka

/s/ Sam I. Amano

/s/ Tadashi Natsume

/s/ Leo Kanami Hamako

/s/ Ichiro Henry Odagawa

APPROVED:

/s/ W. Wade Head  
Project Director, Colorado River  
Relocation Center.

STATE OF ARIZONA )  
COUNTY OF YUMA ) SS.

On this 21st day of April, 1942, before me, a  
Notary Public, personally appeared Masatane Mitani,  
Saikichi Shirasawa, Y. Fukutome,  
Kuniji Inagaki, Herbert M. Yoshida,  
Suyekichi Amano, E. Ouchi,  
S. Shimotsuka, Sam I. Amano,

Tadashi Natsume,

Leo Kanami Hamako,

Ichiro Henry Odagawa,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and seal, the day and year above written.

/s/ Kosaku Tamura  
Notary Public in and for the County of  
Yuma, State of Arizona.

My Commission Expires: Aug. 17, 1946

COLORADO RIVER WAR RELOCATION PROJECT  
Poston Community Enterprises  
Poston, Arizona  
January 16, 1943

MEMORANDUM TO: Mr. Theodore Haas, Project Attorney

FROM: R. G. Fister

This will refer to your verbal request for a report concerning the recent change in the Board of Trustees of the Poston Community Enterprises, which you desired as a matter of record and for use in connection with your response to Solicitor Glick's airmail letter of January 4. The Legal Department of Poston I on December 24 addressed a memorandum to the Community Enterprises and the Poston Cooperative Congress recommending that the Board of Trustees resign immediately, and that in their place there be appointed the persons elected by the Cooperative Congress as directors for the Consumers Cooperative when incorporated. From a copy of the memorandum which is enclosed, you will note that certain conditions and proposals were included in the memorandum. The signers of this memorandum, which does not appear on the mimeograph copy enclosed, were Elmer Yamamoto, K. Tamura, and Thomas Masuda, two of whom were members of the Board of Trustees.

Subsequently the members of the Board of Trustees submitted their resignations. As I understand the matter, their primary purpose in resigning and suggesting that the new Board of Trustees consists of those that were elected by the Cooperative Congress as directors of the Cooperative when incorporated was to have a body more representative of the people--a Board not selected by the administration but by the people themselves. Before considering the resignation Project Director Head called a meeting of the proposed new Board of Temporary Trustees to discuss with them any future policies which they might have in mind, and particularly whether it was their thought to make any changes in the present personnel of the Community Enterprises. It was distinctly understood that no changes were contemplated, and the proposed Trustees stated that it was their desire that the present members of the Community Enterprises continue in their various capacities. Mr. Head also discussed with them employment procedures. Since the then Board of Trustees did not attend that particular meeting, they were asked to attend the meeting the following day at which the same matters were discussed. As far as could be determined the two groups were in complete agreement. The Project Director accepted the resignation of the Temporary Board of Trustees on December 31, 1942, and appointed the new Board on the same date. It is contemplated that the referendum referred to in the above mentioned memorandum will be held within a short time.

Mr. Theodore Haas, Project Attorney  
Page Two

Personally I was under the impression that the incorporation would proceed as soon as we receive from the Washington office a copy of sample organization papers mentioned, I believe, in the Solicitor's memorandum dated December 9. In discussing the proposed referendum with both groups prior to January 1, I pointed out to them that the necessary steps to incorporation had been taken and that that referendum proposed was not a W.R.A. requirement necessary prior to incorporation. Apparently, however, both groups decided that this agreed course of action should be taken. With reference to Solicitor Glick's letter of January 4, in the second paragraph it was presumed that the Trustees, themselves, may not even make purchases directly. The Chief of Community Enterprises is the only person who may be authorized to purchase or rent equipment and supplies for the operation of the trust. This was not intended to apply to merchandise, since all purchase orders for merchandise are executed by the General Manager. This condition was included in the agreement in order that only one person might be authorized to purchase or rent equipment. In other words, at the time the Trust Agreement was written there were numerous pseudo purchasing agents.

Inasmuch as it seems probable that a cooperative will be formed in the near future, it would seem unnecessary to proceed with the revision of the Trust Agreement.

Incidentally, we were able to exchange all of our cash registers for registers which issue receipts. Twenty-five are installed and put in operation on January 15. Newspaper publications and posters were given wide circulation to purchasers to save their receipts for patronage dividend purposes.

/Signed/

R. G. Fister  
Chief of Community Enterprises

RGF/km

COLORADO RIVER WAR RELOCATION PROJECT  
LAW DEPARTMENT DIVISION I  
Poston, Arizona

February 3, 1943

MEMORANDUM TO: Nell Findley, Chief of Community Service  
FROM: Law Department Division I  
SUBJECT: Clothing Allowance

Your memorandum of February 1, 1943, addressed to Mr. T. H. Haas, Project Attorney, has been referred to the undersigned members of the Law Department because of Mr. Haas's temporary absence from Poston.

In your memorandum, you cited the Administrative Instruction No. 27 Supplement 2, Section 8, Paragraph A3. However, in our opinion, the eligibility to clothing allowance is controlled by Section 8, Paragraph A1 of the Administrative Instruction No. 27 Supplement 2 which reads as follows: "Each evacuee who is employed or who is eligible for unemployment compensation shall receive a supplementary clothing compensation for himself and each of his dependents.....". It would appear under this section that only those who are employed or who are eligible for unemployment compensation and their dependents are entitled to clothing allowances.

The paragraph quoted by you apparently refers to the manner or the person to whom the payments are to be made and does not define the persons who are eligible to receive the allowance. The determining factor of eligibility is whether the evacuee is employed or eligible for unemployment compensation. After this fact is determined, we believe that the question of whether or not a person is dependent upon such person who is employed or entitled to unemployment compensation must be determined by your office in the light of all of the facts and circumstances of each case. We believe that you have wide discretion in determining whether a person is dependent since no definition is given in the Administrative Instructions.

Administrative Instruction No. 27 Supplement 2, Paragraph 7A, Subdivision 2A, B, C, and D defining persons who are eligible for unemployment compensation and Administration Instruction No. 35, Section 2A, Subdivisions 1 and 2 with respect to eligibility to public assistance grants throw some light on whom we might consider as dependents in respect to eligibility for clothing allowance.

After giving the matter serious consideration, it is our opinion that a dependent for eligibility for clothing allowance may be defined as follows: A person is a dependent of an evacuee

February 3, 1943

when such person is under the age of 16 years or is unqualified for employment by reason of physical incapacity or because of family situations, and the evacuee has a moral or legal obligation to support such a person.

Any person who does not come under the above definition of dependent will apparently be governed by Section 8, Paragraph E1; "...It has been further determined that the initial payments (first quarter) will be made only on the basis of work performed. Evacuees eligible for clothing allowances because of being entitled to unemployment compensation or public assistance will receive such clothing allowances in the form of Public Assistance Grants. Those who are to receive Public Assistance Grants for clothing will be determined by the Welfare Section. Clothing Allowance Orders will not be prepared for these Public Assistance Grants but rather Grant Vouchers will be prepared payable to the individuals. These Public Assistance Grants for clothing only apply to the payments on November 1, 1942. Subsequent clothing allowances to those unemployed eligibles will be handled on Clothing Allowance Orders by the Welfare Section."

Referring to the specific questions asked by you, we respectfully submit as follows:

Question 1. We assume that you are referring to cases where there is a mother with small children under the age of 16 and no one in the family employed. In this case, the mother would be neither employed or eligible for unemployment compensation. Therefore, neither she nor her dependents would be entitled to clothing allowances, but her case would be governed by provisions of Section 8, Paragraph E1.

Question 2. In this case, it would appear that women in such situations could be considered dependents because they are unable to or unqualified to work because of family situations. That is, their home duties would be such that they would be unable to accept employment. If one or more of the older children were working, the mother could be considered the dependent of such child or children who are working.

Question 3. In this case, the Directive specifically defines eligibility as persons who are employed or who are eligible for unemployment compensation and their dependents. In the example you cite, if there is no one in the family either employed or entitled to unemployment compensation, it is our opinion that the children and wives would not be entitled to clothing allowance under Section 8 of Administrative Instruction No. 27.

However, such cases should be handled under Subdivision E1 of Section 8. In other words, clothing allowances for such persons should be handled under clothing allowance orders by the Welfare Section.

February 3, 1943

Question 4. In this case, following the eligibility of requirements set forth in Instruction 27, it is our opinion that persons described in this example would not be entitled to clothing allowance under Paragraph 8, A1, but would be required to apply under Paragraph E1. Under Section 8 E1, such persons would probably be entitled to public assistance grants under Administrative Instruction No. 35. That Instruction Section 2 A1 permits the grant of public assistance to individuals who are unable to work because of illness or incapacity. Old age could be considered as rendering the person unqualified for employment.

Question 5. The answer to this case, in our opinion, would be the same as for Question 2.

Question 6. In this case, it is our opinion that the wife may be considered as being unable to work by reason of family situation, and, therefore, be designated as a dependent of her husband who is employed or entitled to unemployment compensation.

Question 7. We believe that your answer to Question 7 is correct, that boys and girls over the age of 16 who are not in school and should be working, but are not employed by choice, should not be entitled to clothing allowance. Under section 8, A1, neither would they come under the definition of dependent, even though the parents or elder brothers might be working, since such boys and girls who are over 16 and not attending schools and not being employed by choice would not come within the definition of dependent as we have defined that term.

We hope that this will answer the problems which you had in mind and submitted to us under your memorandum of February 1, 1943.

Yours very truly,

LAW DEPARTMENT DIVISION I

K. Tamura

Elmer S. Yamamoto

KT:ESY:my

WAR RELOCATION AUTHORITY

FEB 8 - 1943

Mr. Wade Head  
Project Director  
Colorado River Relocation Center  
Poston, Arizona

*RGM*

Dear Mr. Head:

The Solicitor has recommended to me and I have approved a proposal to bring Mr. Haas to Washington for about three weeks. This will be the first in a series of such visits to Washington to be made by the Project Attorneys. Mr. Moxley Featherston of the Washington Office of the Solicitor will leave Washington on Thursday of this week, and will serve as Acting Project Attorney during Mr. Haas' absence.

The expenses of Mr. Featherston's trip will be borne by the Washington office; the expenses of Mr. Haas' trip should be paid by your office.

Sincerely,

(Signed) D. S. Myer

Director

*Correspondence  
between Glick & Haas*



## WAR RELOCATION AUTHORITY

In reply, please refer to:

Colorado River Relocation Center  
Preston, Arizona

March 13, 1943

### AIRMAIL

Mr. Philip M. Glick, Solicitor  
War Relocation Authority  
Barr Building  
Washington, D. C.

Dear Philip:

I have just written you of the theft case, which was referred to the Federal authorities and which has consumed most of my time during the week beginning March 8. There have been two or three other developments, however, during the past week which may be of interest.

(1) There is attached a copy of a letter from Judge Henry C. Kelly of the Superior Court of Yuma County, which outlines the procedure to be followed in the administration of estates involving less than \$300. The requirements outlined in this letter implement Section 38-1209 of the Arizona Code. You will recall that I mentioned this matter in my weekly report dated March 6.

(2) There is also attached a copy of a letter dated March 8, from the United States Attorney at Los Angeles, outlining the procedure for obtaining release of the property of the evacuees which was seized prior to evacuation. In your reply to one of Jerry Hausel's weekly reports, you indicated that you were negotiating with the Department of Justice with respect to this problem, and this letter may be of some assistance to you. You will also recall that I mentioned this problem in my weekly report dated March 1, 1943.

(3) I have discussed with Dr. T. G. Ishimaru, who is chairman of the Organization Commission, Mr. Masuda and some of the other interested people the suggestions with respect to the charter for community government that were outlined in my memorandum to Mr. Head, dated February 26, 1943, a copy of which was transmitted to you with my weekly report of February 22, 1943. They have indicated that they believe that all of the suggestions contained in the memorandum are desirable except the one with respect to the right of appeal from decisions of the Judicial Commission. They feel that the Project Director probably will not examine the decisions of the Judicial Commission very thoroughly unless they are specifically called to his attention and that some procedure for obtaining a more careful review should be provided. We agreed to change Section 10 of Article 8 to show that this is the purpose of the provision and I think it will be a good idea to have such a procedure.



Mr. Philip M. Click - 2

March 13, 1945

(4) The cooperative people had two meetings this week while I was at Phoenix and they have decided to incorporate the Community Enterprises. I feel that a lot of progress has been made in the last few weeks toward clarifying some of the questions that have been standing in the way of establishing a cooperative. I am sure that Ted and Mr. Masuda will be able to follow through on this decision by the cooperative people and that a cooperative can be established in the relatively near future.

I suppose this is my last weekly report from Peston. I hope that Ted has obtained as much benefit from his visit to Washington as I have from my visit here. All of the members of his staff and the administrative personnel have been extremely cooperative. There are several things I had hoped to do this week which I shall not be able to complete because I have not been in the office. However, I shall go over them very carefully with Ted before I leave.

Kindest regards to all.

Sincerely,

C. Moxley Featherston  
Acting Project Attorney

Encs.

cc: All project attorneys  
W. Wade Reed  
Dr. Leighton  
Edgar Bernhard  
Maurice Walk

WAR RELOCATION AUTHORITY

Office of the Solicitor

WASHINGTON

March 16, 1944

Mr. Scott Rowley  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

Dear Scott:

This will reply to your letter, dated March 10, 1944, transmitting a copy of a memorandum to you from Miss Lou E. Butler, Project Counselor, asking whether an evacuee might be issued a public assistance grant to pay the premium on his wife's deportation bond.

Section 30.4.12 of the WRA Manual authorizes the several Project Directors to issue public assistance grants to evacuees for clothing and for needs other than clothing, including special grants in cases of critical need. The Manual does not prescribe any very definite standards for cases of critical need. However, it has not been the policy of the WRA to issue grants to cover the cost of deportation bonds. The reasons outlined in your letter justify the position that has been taken.

I should think it would be advisable for the evacuee referred to in Miss Butler's memorandum to apply to the Immigration and Naturalization Service for reconsideration of the requirement of the bond. The regulations of the Service permit the release of an alien who is awaiting deportation on his personal recognizance or on parole to a responsible person or organization as well as on bond. The provision of the regulation (C.F.R., Title 8, Ch. I, sec. 150.5) authorizing this is as follows:

"The amount of bond under which any alien may be released will be indicated in the warrant of arrest. When the officer in charge is satisfied that a bond in a lesser amount than that stated in the warrant will insure the alien's appearance when wanted, or that the alien may safely be released on his personal recognizance, or paroled to a responsible individual or organization, he is authorized, except as hereinafter provided, to release the alien on bond in an amount less than that set in the warrant but not less than \$500, or upon the alien's personal recognizance, or upon parole to a responsible individual or organization, without first securing the approval of the Central Office."

The exception referred to in this paragraph is with respect to an alien who is serving a sentence of imprisonment for a term of one year or more upon conviction of a crime involving moral turpitude or of a violation of the narcotic laws.

The application to the Immigration and Naturalization Service should, of course, point out that the alien awaiting deportation is a resident of the Colorado River Relocation Center and that she may not depart from the center unless she is granted leave by the War Relocation Authority. Aliens who have been released by the Immigration and Naturalization Service under bond or on their own recognizance pending deportation may not be granted leave from a relocation center until the Immigration and Naturalization Service has had an opportunity to complete any arrangements for supervision it may wish to make. (See Leave Handbook, Section 60.4.12) This restriction upon departure from a relocation Center of such aliens should also be brought to the attention of the Immigration and Naturalization Service at the time the application is filed.

The Immigration and Naturalization Service considers each deportation case upon the basis of the facts involved in the particular case. Since the War Relocation Authority does not have all of the facts in deportation cases, the Project Director should not make a recommendation with respect to the manner in which they should be handled. However, he can supply to the Service any information that he has with respect to a case. A representative of the Immigration and Naturalization Service in Washington has indicated to us that the Service would consider as an important factor an alien's residence in a relocation center in determining whether release on parole or personal recognizance rather than on bond would be permitted.

If an alien is required to furnish a bond but fails to do so, he is, of course, subject to arrest and incarceration. I do not know whether the Service has arrested any one in a relocation center merely for failure to furnish a bond. I do not know what policy the Service would follow in such cases. You might ascertain this by inquiry at the project.

The request for a change of the alien's release arrangement may be sent to the district office of the Immigration and Naturalization Service which has handled the alien's case. If the alien does not know which district office has handled his case, the request may be sent to Mr. Earl G. Harrison, Commissioner, Immigration and Naturalization Service, Department of Justice, Philadelphia, Pennsylvania.

Sincerely,

/s/ Philip M. Glick

Philip M. Glick  
Solicitor

cc: All Project Attorneys

COLORADO RIVER RELOCATION CENTER  
Poston, Arizona

*Issei Advisory  
Units 1, 2 and 3*

May 5, 1943

MEMORANDUM TO: Temporary Community Council Chairmen,  
Units 1, 2 and 3.  
Issei Advisory Council Chairmen,  
Units 1, 2 and 3.

FROM: Thos. Masuda, Acting Project Attorney

SUBJECT: Distribution of charter and election  
regulations to Council members.

We are herewith enclosing to you copies of the proposed charter of the community of Poston together with regulations for the referendum and Local Council elections. We trust that the regulations are self-explanatory and we would appreciate it very much if you would distribute copies of the charter and regulations to all of your members.

The stencils for the Japanese translation are now being out and we hope to have them delivered to you in the very near future for distribution to the various blocks.

We wish you would ask your Councilmen and Advisors to assist the block managers in this first referendum election and the first election for Local Councilmen. We would like to especially call attention to Paragraph 13 of the regulations where the chairmen of the Temporary Community Councils are requested to act as chairmen pro-tem for the first Local Council meeting on the 27th day of May, 1943. They should find a place for the meeting and also confirm with Mr. Head as to the time of the meeting so that Mr. Head and/or his representative can be present to give the oath of office to the newly-elected Local Councilmen.

*Thos. Masuda*  
Thos. Masuda  
Acting Project Attorney

TM:yy  
Enc.

COLORADO RIVER WAR RELOCATION PROJECT  
POSTON, ARIZONA

J 1.76

July 7, 1943

Memorandum to: Mr. Edward Nosscoff, Block Manager of Block  
15, and Poston Chronicle

Tsutomu Ikeda vs. Johnson Pearce Commercial Company  
Superior Court of Arizona  
Phoenix, Arizona

Mr. Z. Simpson Cox of Cox & Cox, who represent the defendant in the above entitled action for a declaratory judgment of the constitutionality, Chapter 89, House Bill 187, Laws of Arizona, 1943, informed me that a motion to dismiss this case which was made by the Attorney General was denied yesterday.

Judge Phelps stated that he had no doubt about the unconstitutionality of the law in view of its indefiniteness and uncertainty. It was clearly in contravention of the 14th amendment of the Federal Constitution, and also violated the Arizona constitution. The court also granted a motion to quash four criminal actions against various firms and individuals in Phoenix for violating the law and granted the Attorney General five days to present a further answer. This motion will be heard on July 12 or July 19.

As soon as I receive the text of the opinion which was to be placed in the mails today, I shall send you a copy.

Attached is a clipping from the Phoenix Gazette of July 6th concerning this case.

*T. H. Hass*  
Theodore H. Hass  
Project Attorney

13

3d

COLORADO RIVER RELOCATION CENTER  
Poston, Arizona

July 20, 1943

MEMORANDUM TO: Dr. Powell, Chief of Community Activities

FROM: Theodore H. Haas

SUBJECT: Declaration of Trust

The following excerpt from a letter of Solicitor Glick to Project Attorney Lovell at Jerome Relocation Center dated July 9, 1943, discusses a draft of a declaration of trust for community activities organization at Jerome. You will note especially that a suggestive statement concerning organization of community activities trust may shortly be issued by Dillon S. Myer or one of the administrative officers.

"1. We have examined the first draft of a proposed declaration of trust for a community activities organization at Jerome and there are a few comments which should be made, in addition to those which Mr. Taylor called to your attention. In the first place, it is highly important that the trust be actually organized and operated as a private non-governmental body so that it will be permissible for the trustees to retain and use for trust purposes any amounts which they may collect in the course of their activities. Otherwise, such collected funds will have to be deposited as Miscellaneous Receipts in the Federal Treasury. The second "whereas" paragraph, the first four lines after the name "G. F. Castleberry" at the end of the list of trustees, the entire paragraph numbered (1), and the last two lines of the paragraph numbered (5) all contain suggestions of Governmental authority or control over the proposed trust and for that reason might be dangerous. A reasonable assurance of compliance with WRA policies can be secured by insisting on the Project Director's approval as a condition to designation of trustees and by requiring that all activities of the trust conform to policies and instructions prescribed by WRA. More general statements promising cooperation with the Community Activities Division of WRA and with the Project Director could be inserted. Probably there should be a provision in the declaration of trust designating the persons who are cestuis que trust thereunder and indicating what disposition should be made of balances which may remain on hand at the time of termination of the trust. Perhaps some further suggestions can be gleaned from the trust instrument which was prepared for the Community Enterprises last fall. Also, I

Dr. Powell

-2-

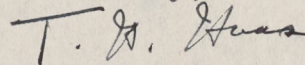
July 20, 1943

am attaching hereto a copy of an instrument which was worked out at the Heart Mountain Relocation Center, under circumstances somewhat similar to those which exist at Jerome, for a community activities trust. I understand that a suggestive statement concerning organization of community activities trusts may shortly be issued by the Director or one of the administrative officers and the Community Activities Division of Jerome may possibly find it desirable to await receipt of this memorandum before proceeding to organize the local trust. That, of course, is for them to decide."

Attached is also a declaration of trust dated July 19, which was drafted for the Heart Mountain Sentinel.

I also attach a copy of Opinion No. M-5 dated July 10, 1943, by Project Attorney Throckmorton relating to the relation of the Manzanar Co-operative Enterprises, Inc., and the Manzanar Free Press. Kindly return the declaration of trust and the opinion after you have read them.

Yours truly,



Theodore H. Haas  
Project Attorney

Att. 2

51.75

COLORADO RIVER RELOCATION CENTER  
Poston, Arizona

August 7, 1943

Memorandum to: Mr. W. Wade Head, Project Director  
From: Theodore H. Haas, Project Attorney  
Subject: Quarterly report of the Law Department.

This is the quarterly report covering the work done by the Legal Department for the period commencing April 1 and ending July 30, 1943.

EVACUEE PROPERTY:

On March 28 the Evacuee Property Officer, Mr. R. W. Schmitt, arrived in Poston as Evacuee Property Officer. Some of the cases the Legal Department continued to work on until completed; others were turned over to the Evacuee Property Office. The pressure of the evacuee property problems, which had been very heavy on the Legal Department, was greatly reduced. The Legal Department and the Evacuee Property Office maintain close relationship and any property problems requiring legal services are either handled by this department or handled in collaboration with the Evacuee Property Office.

Poston Cooperative Enterprises, Inc.

The Poston Cooperative Enterprises, Inc. was organized under the District of Columbia Cooperative Law. The Articles of Incorporation were duly published in the "Yuma Sun" for a period of six successive times, commencing May 18. The filing of the Articles of Incorporation with the State of Arizona was delayed because the Arizona Corporation Commission publicized its proposal to revoke the certificate to do business of the Gila River Cooperative Enterprises continues to operate as a trust.

The county assessor for Yum County assessed a \$2,979.98 personal property tax against the Enterprises after the Law Department issued an opinion holding the tax valid and the Enterprises made arrangements to pay this tax.

Camouflage Net Factory:

On April 3 a dispute arose between the camouflage workers and the management in reference to the computation of wages. Negotiations for the settlement of this matter covered a period of about a week, which was finally amicably settled between the parties, and the camouflage factory continued to operate until it was finally closed by the management.

Arizona House Bill 187:

Arizona House Bill 187 was approved by the Governor on March 23 and filed with the Secretary of the State on the following day. The Standard Oil Company pleaded guilty to a charge of violating this statute and paid a \$1,000 fine. The refusal of many concerns to do business with the Japanese because of this law created much hardship and inconvenience.

On June 15 a test case was instituted in the Superior Court of Maricopa County. Judge Phelps' ruling that this statute was unconstitutional, had a very salutary effect. An appeal from this decision was filed with the Supreme Court of Arizona.

Internal Security:

On April 12 the two Kobayashi brothers were sentenced to six months by Federal Judge Dave Ling, at Phoenix, Arizona, when they pleaded guilty to the charge of interfering and resisting federal officers.

At the same time three evacuees from Poston 3, Nick Sugioka, Edward Muraoka and Masato Furubayashi, were sentenced to sixty days by Federal Judge Dave Ling for stealing government property.

On April 27 the Chief of Police of Unit 1 resigned and Chief "Jumbo" Ota was appointed to take his place. It was at this time that Unit 1 organized a Police Commission to act in the capacity as an advisory group and a public relations committee for the Police Department at Unit 1.

The Law Department assisted complainants, defendants, the judicial commissions and Project officials in a great number of assault cases, theft of government property and other law and order problems heard by the Judicial Commissions or to the Project Director.

Community Government:

The Law Department continued to act as advisor on community government and conducted elections on the adoption of the charter and election of Councilmen in the three units. On May 18 all three Units of Poston held a referendum election for the approval of the charter, the result of the election being the approval of a permanent charter for the community of Poston. One week later on May 25, the first general election of a permanent Local Council for all three units was held. On May 27 the three unit Local Council meetings were held separately in the respective units. On June 1 the first Community Council meeting was held.

This was the first election where Nisei and Issei were eligible to hold elective offices. There was a general opinion expressed both by the evacuees and the appointed personnel that an overwhelming majority of Issei officials would be elected. This prediction proved wrong. The Issei and Nisei representation was about equal.

Miscellaneous:

The Legal Department assisted in the preparation of a great number of affidavits requested by evacuees setting forth the reasons why their negative answers to question 28 should be changed to the affirmative.

The Department also assisted in successfully getting a number of immigration bonds, generally in the sum of \$2,000, reduced to \$500 for those alien evacuees who were released by the Immigration Department on bond.

Theodore H. Haas  
Project Attorney

*Heatherton*

# 72,100

September 11, 1943

Mr. Wade Head  
Project Director  
Colorado River Relocation Center  
Preston, Arizona

Dear Mr. Head:

We have recently received letters from Yasuichi Koike, Masao Kitamura, Mrs. Uta Takekoto, Joe Kanitani, Seichi Kanitani, Mrs. Mara K. Kanitani, and Maggie Y. Iwasawa asking for assistance in connection with their appeals to the California Employment Commission from adverse decisions on their claims for unemployment compensation commission. The letters, which are enclosed herewith, are identical or nearly so.

The adverse decisions of the California Employment Commission have thus far, I understand, been based upon the conclusion that the claimants are not "available for work" while residing in relocation centers. Availability for work is a condition precedent under the California law to the granting of unemployment insurance benefits. In February of this year we wrote a letter to the California Department of Employment which set forth in considerable detail our leave and employment policies, and argued that unemployed evacuees within centers should be considered to be available for work. A copy of that letter is enclosed. At the same time we submitted answers to a long questionnaire that the California Department of Employment had asked the project directors of the various centers to fill out (copies of our answers to the questionnaire were sent to you under a memorandum to project directors dated February 12, 1943).

I do not believe it will serve any useful purpose for the Washington office to intercede on behalf of individual claimants. As noted above, we have already stated our policies and presented our arguments to the California people in favor of a determination of work availability. Furthermore, the Solicitor advises me that the issue of whether or not the evacuees are "available for work" under the California law while residing within relocation centers and subject to our restrictions on leave is by no means a clear one,



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#73,100

-2-

and the facts of the particular cases and their proper presentation may have a great deal to do with the possibility of success with the California Employment Commission, or, failing that, on appeal to the courts. For example, a case in which a claimant already has leave clearance, or is eligible for the granting of indefinite leave prior to leave clearance, is stronger than one in which a claimant is not in such a position. A case in which there is evidence that the project director is willing to grant seasonal or indefinite leave upon receipt of a job offer is stronger than one in which there is no such showing. A showing of job opportunities for evacuees in the same general locality will strengthen a case. Because they are closer to the facts, the project staffs are in a much better position actually to assist the claimants in prosecuting appeals than we are.

It is suggested, therefore, that you explain to these seven evacuees the action this office has already taken and the further assistance that can best be given to them at the project. If on further review of their cases there appears to be additional relevant facts which were not previously submitted to the California Employment Commission, these facts should be brought to the attention of the commission in a request for reconsideration. If it appears that the Commission will not reverse itself, it might be advisable to seek the advice of the project attorney as to whether any such case warrants the bringing of a suit by the claimant to test the validity of the Commission's application of the law to the facts.

Sincerely yours,

/s/ D.A. Myer

Director

Enclosures - 3



28541



*File  
Executive Attache*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Office of Indian Affairs

COLORADO RIVER RELOCATION CENTER  
Poston, Arizona

COPY

CONFIDENTIAL

Mr. Philip M. Glick, Solicitor  
War Relocation Authority  
Barr Building  
Washington, 25, D. C.

October 1, 1943

Dear Philip:

While returning from an evening tour about 10 p.m. Monday night, I paused for a quarter of an hour to join a few hundred Issei who were watching commercial films being shown at Block 18 by a preacher of the Seventh Day Adventist Church in order to attract a crowd to his talk.

A deathly silence met the showing of the invasion of Sicily and the capture of many Italian prisoners. A little applause greeted the picture following which contained a portrayal of a replica of the Capitol at Washington D. C. admist other floats in a parade at the Pasadena Rose Festival.

The next day I learned of a repetition of an incident which had occurred at most of the other showings of pictures accompanying the ones I saw -- applause greeted the showing of the Japanese flag in the scenes at Tokyo. There were also manifestations of pro-Japanese sentiment at the showing of some films of the capture of Manila and the surrender of General Wainwright. I was also informed that some who had started to applaud at a showing of the American flag were quieted by derisive remarks such as: "How can you be so crazy!"

Some of the segregants, especially about a month ago, tried to show those remaining of the errors of their thinking. Even recently I have heard of a block meeting at which a segregant tried to influence others to thinking that Japan would win the war and establish a great empire and he and others going to Tule would be given important positions in Java or other colonies. Many of the rumors and influences mentioned in Kent's quarterly report have also been heard at this center.

There are probably a few leaders of pro-Japanese sentiment who answered affirmatively to Question 28 who will endeavor to stay at the centers and have remained in the background of any trouble though pulling the strings of their puppets. They have caused the dominant population composed of pro-American elements to be less outspoken in their belief in

Democracy. For example, the block managers were fearful of leading an aggressive War Bond Campaign during the current drive and when approached on this subject said: "Wait until after segregation." Many evacuees invested money in War Bonds before evacuation and some cases of substantial purchases by mail have come to my notice.

The battle between American and Japanese culture will continue so long as there are centers. The establishment of the projects per se caused many residents to be subjected to "re-acculturation".

As more of the Americanized residents leave, certain elements of Japanese culture will become more and more important. American influence comes from the schools which affect some four or five thousand students. A few of the appointed personnel and residents also exercise an influence in the transmission of American culture.

In projects where there is a sharp differentiation between appointed personnel and evacuees this influence may be nil or even negative because of resentments arising out of the line of demarcation.

John Powell advises me that the films were released by the Navy. John thinks that there is a natural tendency on the part of the older folks to regard Japan as their team and to cheer the Japanese Army or flag. I believe that some feel like many persons of Italian descent who were loyal Americans felt toward Mussolini and the growth of the Italian Empire. They identify themselves with the country of their origin and feel a pride in its achievements and a consciousness that perhaps their own position will be enhanced by a growth in Japan's prestige. No longer would they be labeled by the ignorant as belonging to an inferior race. Almost all of these people are harmless, peaceful, and law abiding and regard America as their home and the home of their children.

Sincerely,

/s/

Theodore H. Haas  
Project Attorney

COPY

COLORADO RIVER RELOCATION CENTER

CONFIDENTIAL

Poston, Arizona

October 28, 1943

Memorandum to: MEMBERS OF HEARING BOARD ON LEAVE CLEARANCE

From: Theodore H. Haas, Chairman

You will be interested to know that at Manzanar the following questions are asked ~~the~~ citizens:

1. Do you wish to relocate and your plans in relation thereto?
2. Why did you change from "no" to "yes"?
3. Do you wish to see the United States win the war?
4. Are you willing to be drafted (if woman are you willing for your menfolks to be drafted)?
5. Will you swear unqualified allegiance to the United States?

*T. H. Haas*  
Theodore H. Haas, Chairman  
Hearing Board on Leave Clearance

Handwritten: 14006.4

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WAR RELOCATION AUTHORITY

WASHINGTON 25



FEB 21 1944

February 16, 1944

FEB 21 1944

Mr. Duncan Mills  
Acting Project Director  
Colorado River Relocation Center  
Poston, Arizona

Attention: Mr. Theodore Haas

Dear Mr. Mills:

Mr. Glick recently gave me, to read, a copy of your notes on the history of Community Government at Poston. I secured a good deal of information and enjoyed reading this statement. Your work with Community Government and continued insistence on its importance in administration has undoubtedly been a potent factor in the development of that phase of our program at Poston.

I understand that you are leaving the Authority to return to the Indian Service. May I extend my best wishes for success in your future work.

Sincerely,

*Solon Kimball*

Solon T. Kimball  
Community Organization Adviser

February 18, 1944

Mr. Thomas Miller  
Assistant Director  
Colorado River Reclamation District  
Boston, Arizona

Attention: Mr. Theodore Leas  
Dear Mr. Miller:

I have recently given me to read a copy of your notes on the history of Community Development at Boston. I secured a good deal of information and enjoyed reading this statement. Your work with Community Development and continued assistance on the part of the Administration has undoubtedly been a great factor in the development of this kind of program at Boston.

I understand that you are leaving the Authority to return to the Indian Service. May I extend my best wishes for success in your future work.

Sincerely,

John E. H. Miller  
Community Organization Advisor



COLORADO RIVER RELOCATION CENTER

Poston, Arizona

February 22, 1944

Mr. Solon T. Kimball  
Community Organization Advisor  
War Relocation Authority  
Barr Building  
Washington, 25, D. C.

Dear Solon:

This is to thank you very kindly for your letter of January 16 addressed to Mr. Mills wishing me success in my future work and indicating that you have read with interest my notes on the history of community government at Poston.

I know of no part of my work which I have found more interesting than that on community government. I wish to congratulate you on the excellent statements on community government which have been issued by your office. I shall follow the history of community government at the W.R.A. projects with intense interest.

It has been a pleasure to have met you and I hope that our paths will cross again.

Sincerely,

Theodore H. Haas  
Project Attorney

THH/as

COLORADO RIVER RELOCATION CENTER  
Poston, Arizona

June 28, 1944

MEMORANDUM TO: Mr. Duncan Mills  
FROM : Scott Rowley

I notice in the report of Local Council meeting, Unit I, held on June 21, items to the effect that Mr. Nomura was given \$50 as a farewell gift which was approved by the council, also the notice of receipt of a letter of thanks from Dr. Ishimaru for \$30 farewell gift. If these gifts are made from the funds held in trust by the council, I question very much the legality of the gifts; unless they come from a fund contributed by persons for that particular purpose.

In order to eliminate liability of anyone for unauthorized distribution of this money, I suggest that an inquiry be made into the source of the money so distributed.

Scott Rowley  
Project Attorney

SR/hk

D. m

SEP 9 - 1944

Mr. Scott Rowley  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

Dear Scott:

I have received your letter, dated August 28, 1944, on the problem of raising funds to pay the expense of qualifying an evacuee to serve as a notary public.

You are correct in your conclusion that it would not be permissible for the Community Council to pay the cost of qualifying an evacuee to serve as a notary public, because this would be a supplementation of his pay by a private group for the performance of official duties. It is true that the cost of qualifying as a notary public would be an expense to the evacuee and that there would be no net increase in cash available to him. However, this is an expense which the evacuee is legally obligated to pay if he is appointed to be a notary public. Hence, a donation from the Community Council would save him an expenditure and would in fact supplement his pay.

It would be legally permissible for the WRA to pay an evacuee the sum which he would be required to pay to qualify himself as a notary public, in addition to his regular WRA wage. The rate of the cash wages of the evacuees is not established by statute and it would be legally permissible for the WRA to pay an evacuee a sum in excess of the standard WRA wage. Moreover, it would be legally permissible for the WRA to make a grant to an evacuee to pay this expense. Our appropriation Act prescribes no special limitations on the purposes for which grants may be made to evacuees. The WRA may not pay the expense of qualifying an appointed staff member to serve as a notary public, however, because the salaries of the appointed staff members are fixed by statute and the statutory salaries can not be changed except by an Act of Congress.

I suggest that you discuss this problem with the Project Director and point out to him these possibilities. If he decides that the WRA should pay this expense, he may wish to clear the matter with the Director, since neither the Manual section on grants nor the Manual section on cash pay to evacuees specifically deals with this problem. I have not discussed

- 2 -

the problem with the Director because your letter does not indicate that it has been discussed with the Project Director and does not indicate whether the Project Director thinks the WRA should pay the expense of qualifying an evacuee.

Sincerely,

*Philip M. Glick*

Philip M. Glick  
Solicitor

WEIT2

Colorado River Relocation Center  
Poston, Arizona

September 21, 1944

MEMO TO: Welfare Counseling Staff

SUBJECT: California Law of Marriage and Divorce

The attached survey has been abstracted from an article of the same name written by Barbara Armstrong, of the University of California, and published in the Journal of the State Bar of California, Vol. XIX, No. 3, May-June, 1944.

*Morton J. Adler*

Morton J. Adler  
Assistant Counselor  
Family Welfare

*Mills*

WAR RELOCATION AUTHORITY

SAN FRANCISCO, CALIFORNIA, OFFICE  
WHITCOMB HOTEL BUILDING

In reply, please refer to:

U. S. DEPT. OF THE INTERIOR  
WAR RELOCATION AUTHORITY  
461 Market St., San Francisco 5, Calif.

October 26, 1944

*JM*

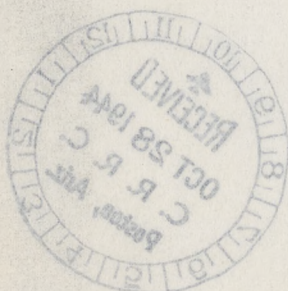
Mr. Scott Rowley  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

Dear Scott:

Thank you for your letter of October 20, concerning Mr. Okabe. In view of the lapse of time and Mr. Okabe's failure to produce receipts, I can only conclude that he does not have them. The only course of action open to me, as I think you will agree, is to inform Mr. Wright, Attorney for the Buena Park Lumber Company, that the receipts have not been produced and that no settlement has been proposed, and that he should therefore feel free to enforce collection in any way open to him.

Sincerely,

Edgar Bernhard  
Assistant Solicitor



WAR RELOCATION AUTHORITY

SAN FRANCISCO, CALIFORNIA, OFFICE  
WHITCOMB HOTEL BUILDING

U.S. DEPT. OF THE INTERIOR  
WAR RELOCATION AUTHORITY  
461 Market St., San Francisco 5, Calif.

In reply, please refer to:

October 26, 1944

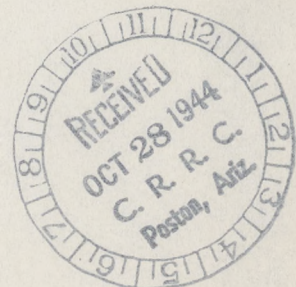
Mr. Scott Rowley  
Project Attorney  
Colorado River Relocation Center  
Preston, Arizona

Dear Scott:

Thank you for your letter of October 20, concerning Mr. Okabe. In view of the lapse of time and Mr. Okabe's failure to produce receipts, I can only conclude that he does not have them. The only course of action open to me, as I think you will agree, is to inform Mr. Wright, Attorney for the Buena Park Lumber Company, that the receipts have not been produced and that no settlement has been proposed, and that he should therefore feel free to enforce collection in any way open to him.

Sincerely,

Edgar Bernhard  
Assistant Solicitor



WAR RELOCATION AUTHORITY  
COLORADO RIVER RELOCATION CENTER  
Poston, Arizona

November 6, 1944

MEMORANDUM TO: Mr. Duncan Mills  
Project Director

SUBJECT: Myer's Teletype  
Re: Tanida Escheat

I have the copy of the teletype of 10-31-44 from Director Myer to you regarding the Tanida escheat case. As I have been in contact with the Tanidas and also with Mr. Bernhard in this case, and as Miss Tanida brought in further correspondence with the District Attorney relating to the case, I am today writing Mr. Bernhard giving him the new facts in the case, in the hope that something may be done to protect the interest of the Tanidas.

I have explained to Miss Tanida that the War Relocation Authority cannot finance a defense in the case, but it may be that Edgar can secure some arrangements with the attorney General which would protect the Tanidas' interest, at least temporarily.

*Scott Rowley*

Scott Rowley  
Project Attorney

WAR RELOCATION AUTHORITY  
Office of the Solicitor  
WASHINGTON

DEC 4 RECD

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*File*  
*JM 11/22*

AIRMAIL

Mr. Scott Rowley  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

Dear Scott:

In reply to your letter of November 18, 1944, I hardly feel that I am in a position to make a recommendation on the handling of the Shirasawa case without knowledge of all of its circumstances. I am inclined to think, however, that the United States Attorney would be reluctant to prosecute Shirasawa now that he has repaid the proceeds of the checks. You might suggest to the Project Director, however, that the case be discussed with the United States Attorney to ascertain his views.

Canceled checks are filed with the Audit Division of the General Accounting Office. To get copies of the ones issued to Miss Nakashima, it will be necessary for us to have their numbers and the dates on which they were issued.

Sincerely,

*Eel*

Edwin E. Ferguson  
Acting Solicitor

U. S. DEPARTMENT OF JUSTICE  
IMMIGRATION AND NATURALIZATION SERVICE  
458 South Spring Street  
Los Angeles 13, California

COPY

February 13, 1945

Project Director  
Colorado River Relocation Project  
Poston, Arizona

Dear Sir:

Authority for issuance of travel permits to aliens of enemy nationalities who are under deportation proceedings by this Service, has been transferred from the United States Attorneys to the Immigration and Naturalization Service. Accordingly, alien enemies under deportation proceedings are now under supervision of this Service and authority for their travel will be issued by this Service. In the near future agreements will be forwarded to you for signature by every alien within your project who comes within this classification, one copy of which agreement will, in each case, be for retention in your relating file. In the meantime no alien known to you to be under deportation proceedings by this Service should be permitted to depart from your project for any period of time until a valid travel permit has been obtained from this office.

All future applications for permission to travel made either by alien enemies under deportation proceedings by this Service or by alien enemy parolees should be forwarded to this office in quintuplicate and must include a statement by the alien as to whether he has been notified by the Western Defense Command that an individual exclusion order has been issued against him.

Very truly yours,

ALBERT DEL GUERCIO  
District Director  
Los Angeles District

By /s/ Joseph L Van Orshoven  
Chief, Alien Control Division

HGG:LK

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January 8, 1945

Mr. George D. Locke  
Attorney at Law  
Luhre Tower  
Phoenix, Arizona

Dear Mr. Locke:

Mr. Paul Takeda, Executive Secretary of the Boston Cooperative Enterprises, Inc., has called at my office with your letter of December 30, 1944, and has asked me to correspond with you in regard thereto. Owing to the confusion of the holidays and by the fact that my offices were remodeled last week, I have been unable to keep up with my correspondence, hence the delay.

I notice in the correspondence a letter from the Harold Brokerage & Supply Company, dated December 14 referring to a contract with the La Vida Bottling Company. Inasmuch as there has been a change in the management of the Cooperative, the facts are not clear to the officers of the new organization. As soon as we have had an opportunity to investigate the matter further and to get into the cooperative accounts, I will write you further in the matter.

The cooperative is anxious to keep all its obligations paid promptly, and I am sure they will pay this if they are able to convince themselves that the account is due and that there is no legal grounds for withholding payment on the basis of possible identity of companies. I might suggest without expressing an opinion that from your letter it appears that both companies were using the same stationery, which would naturally give one dealing with either company the idea that they were identical.

At all events, you will hear from me shortly.

Sincerely yours,

Scott Bowley  
Project Attorney

PROJECT

SR/hk

Minidoka Relocation Center..  
Hunt, Idaho.

July 10, 1945

Mr. Scott Rowley  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

SUBJECT: Yamamoto Case before Judge Hall.

Dear Scott:

Many people have asked us for full details about the Yamamoto case. If you have a copy of the recent decisions we will appreciate the opportunity to examine them. We will return any papers, briefs, etc. which you will lend us.

Has Yamamoto taken any steps since the reported restraining order preventing the W.D.C. from enforcing by Military power the Exclusion Order. Any comments will be appreciated.

Sincerely,

Frank S. Barrett  
Project Attorney

F3B:yk

In reply, please  
refer to:

Minidoka Relocation Center  
Hunt, Idaho

Office of the  
Project Attorney

July 25, 1945

Scott Rowley, Esq.  
Project Attorney  
Colorado River Relocation Center  
Poston, Arizona

SUBJECT: Yamamoto appeal

Dear Scott:

Thank you for your letter of July 18th.

We are glad to know of the plan for  
appeal mentioned by Mr. Wirin. The Washington  
copy and comments came in after our letter to  
you and supplied the required information.  
The comments you have made about Yamamoto and  
the plans to appeal are helpful and our Com-  
munity Council will be most interested.

Very truly yours,

H. L. Stafford  
Project Director

By  
Frank S. Barrett  
Project Attorney

FEB:rh

Colorado River Relocation Center  
Poston, Arizona

Survey of the California Law of Marriage and Divorce

Since 1895 a ceremonial has been essential to the creating in California of marital status. So called common-law marriages contracted in California since 1895 do not have marital status as interpreted by the California Code. In referring to the mandatory solemnization of marriage, no particular form of ceremony is required aside from the parties agreeing to take each other as husband and wife in the presence of the person conducting the ceremony. Those authorized to solemnize marriage are listed and include the clergy and members of the judiciary. The minister is described as a "minister of the gospel", the word ordained is not used. No definition is given to the term "minister of the gospel". Non-compliance (of the Code) by persons other than parties to the marriage shall not invalidate it, as for example, a marriage ceremonial entered into in good faith by the parties is not invalidated if performed by a spurious minister or "self styled" judge. Similarly, if the person conducting the marriage ceremony fails to require the presentation of the marriage license, or to endorse upon it the time, place, etc. of the ceremony, and record this certificate, all of which steps are directed by the Code, his dereliction of duty does not vitiate the solemnization. While it has not been conclusively answered that the failure of the parties themselves to obtain a license as required by the Code before soliciting a ceremony prevents the creating of marital status, the chances are that the license requirement is mandatory in California and the bar has generally accepted the court as so holding. California will accept as valid, a husband-wife relationship acquired elsewhere in accordance with the law in effect in that jurisdiction. Even when marital status could not be acquired in California and is in violation of express social policy of California, foreign law is honored and the marriage fully credited.

There are three sets of circumstances which the Code provides that despite the fact that all the procedural requirements are met with, no marital status is created. These are as follows:

- (1) The parties have a close blood relationship and come within the matrimonial incest statute, all lineal relationships and the collateral relationship of brother and sister, whether of the half or of the whole blood, and the uncle-niece or aunt-nephew relationship. Under ordinary rules of statutory interpretation there would seem to be strong likelihood that only the whole blood is intended to fall within the prohibition in the uncle-niece (and aunt-nephew) situation. Some doubt is cast upon this strong likelihood by a New York decision that percentage of blood relationship did not modify the incest statute.
- (2) One of the parties is white and the other is Negro, Mulatto, Mongolian or Malay. The miscegenation statute does not define the designated subjects of the prohibition. Who is a "white person", who is a "Negro", who is a "Mongolian" etc. has been left to the courts. Other than the case law which

has been produced by southern jurisdictions, there is little case law on these questions in California or elsewhere. (The existing case law suggests that a white person is one wholly without any mixture of other races. A recent California District Courts of Appeal interpreted "Mulatto" in the miscegenation statute includes anyone who has one-eighth or more of negro blood and perhaps includes those who have less than one-eighth!) Inter-racial marriages celebrated by California residents in a state which permits such marriages do not come under the prohibitions of his ban.

- (3) The marriage is bigamous and not protected by the saving clauses of the Civil Code. While bigamous marriages are generally null and void, they have a voidable status (subjected to annulment) under two sets of circumstances. (A) When there is a good faith belief on the part of the already married person, or it is generally repeated, that his (or her) spouse is dead, and (B) when such spouse has been absent (connoting abandonment) for a period of at least five successive years, and is not known to be living. In all other situation the Code states that a marriage contracted by a person having an already existing undissolved marriage has no validity and creates no marital status.

California has provided that marriages have a voidable status under six sets of circumstances which existed at the time of the marriage, and which vitiated the effectiveness the consent to be husband and wife and thus made the basic marriage contract vulnerable. These are:

- (1) The voidable bigamous marriage already mentioned.
- (2) Marriage of persons of "unsound mind" is voidable rather than void by reason of lack of consent. The annulment proceeding must be brought while the marriage is still in existence. The right to annul it is lost if the marriage is ratified by the matrimonial cohabitation during a lucid period. The California Supreme Court has held the phrase "of unsound mind" to include a person who through excessive drinking has reached a state in which he does not possess the "mental capacity to understand the nature of the duties or obligation imposed by the marriage contract". Question has been raised as to whether a marriage of a person wholly without understanding such as an imbecile would be void or merely voidable. It is probable that the court would hold it to be void.
- (3) The non-age provisions of the California Code while furnishing a basis for voidability are regarded as being badly drafted. Undebatable is the provision regarding the age of free consent, 21 for male, and 18 for females. The Code further states that males between the ages of 18 and 21 and females between 16 and 18 are "capable of consenting to a marriage with the written consent of a parent or guardian and males under 18 and females under 16 are "capable of consenting to a marriage with a written

under 16 are "capable of consenting to a marriage with a written consent of a parent or guardian supplemented by an order of the superior court granting permission for such a marriage. The Code has not specified that any marriages are void for non-age. It is presumed that in minors of the second group without court permission will be held voidable and subject to annulment. The right to annul a marriage for non-age is permitted only on behalf of the person who is below the age of free consent at the time of marriage and who lacks the proper parental or court approval. The right to annul a marriage for non-age is forever lost if the marriage is ratified by cohabitation after the age of free consent is reached. If the parties separate before this age is arrived at, the non-aged spouse (but not his parents) may exercise his annulment rights if he acts before the child reaches the age of free consent. Ratification and later approval by the parents is not a substitute for consent at the time of the marriage.

- (4) Marriage induced by certain types of fraud may be annulled. Concealment or misrepresentation or condition that would make sexual intercourse impossible or undesirable or dangerous in its effect upon the parties or upon possible progeny would meet this requirement. Misrepresentation of social or economic condition will not suffice for a foundation of an annulment suit. Annulment may be granted only to the party imposed upon and must be requested within four years of discovery of the fraud. Continuance of cohabitation after such discovery ratifies the marriage which cuts off the right of annulment.
- (5) Marriages induced by duress and menace are generally recognized as a grounds for annulment. The general procedure related to exercise of an annulment is followed in this situation.
- (6) Impotence as the foundation of an annulment suit must be established as (a) existing at the time the marriage was entered into and (b) as incurable.

California has closely followed the principle that "a divorce action has for its objective the dissolution of the bonds of a valid marriage by reason of something which occurred after the marriage, while an annulment proceeding is founded upon the finding that no valid marriage ever existed by reason of some cause which was present at the time of the marriage. California permits divorce on seven grounds as follows: (1) adultery (2) cruelty (3) desertion (4) willful neglect (5) habitual intemperance (6) conviction of a felony (7) incurable insanity. Desertion, neglect,

and intemperance must have persisted at least uninterrupted year. Insanity to serve as a ground for a divorce not only must be incurable but must have resulted in at least 3 years institutional confinement just prior to the divorce action. Adultery and cruelty may be either a single action or a course of continuous conduct. Cruelty may be either physical or mental. Desertion is defined as "voluntary separation with the intent to desert".

The general rules governing divorce procedure are grouped around the basic concept of the divorce action as relief from the obligations of the marital contract granted to a "suffering, innocent, injured person" because of the deliberate intolerable wrong-doing of the other spouse". The petitioner is not eligible for relief if his conduct has provoked or induced the misconduct complained of. Incurable insanity recently (1941) added to the divorce causes in California does not fit into the traditional pattern of divorce and represents a departure from the fundamental rules of divorce. Recrimination, connivance, collusion, condonation and insanity of the defendant coincident with and related to the marital misconduct complained of, have been held as bars to divorce. Suits founded on either adultery or conviction of a felony must be brought within two years of the maturity or the cause for divorce. In all other cases only "unreasonable lapse of time" defined as "such delay as establishes the presumption of connivance, collusion, or condonation of the offence or full acquiescence in the same" will bar the action.

California courts have shown the trend to regard the state's interest in conserving the marriage tie as limited to cases where the marriage is a real and functioning husband-wife relationship and not a mere legal concept accompanied by separated, estranged parties. The public policy in favor of the preservation of marital status still functions in many instances.

In 1938 it was provided that when there are minor children of the marriage the court shall transfer the case involving the separation of the parties or the dissolution of the marriage to a specialized jurisdiction of the superior court, namely, the Children's Court of Conciliation. Either spouse if authorized prior to divorce action to file a petition for conciliation requesting this court to take jurisdiction for the purpose of preserving the marriage.

As a result of legislative action in 1903 the divorce procedure now in effect was developed which calls for an interlocutory decree and, a year later, a final decree. An interlocutory decree is final in the sense that it settles the basic issues presented by the divorce action but it does not dissolve the marriage.

A separate maintenance provision allows the wife to obtain such an order when she has established any ground for divorce. The right to divorce gives the wife the right to live apart and support order completed the protection

normally given by a limited divorce, i.e. the support order from her husband. However, the courts have held that the continuance of the maintenance is predicated on her status of as a dependent and if she acquires earning capacity she may be deemed as no longer dependent.

Permanent alimony can be granted only to the wife and only when the divorce is granted to her. This much be provided for in the interlocutory decree. There are five situations listed when refusal of alimony is proper:

- (1) When the wife has separate estate.
- (2) When she is earning her own livelihood.
- (3) When there is community property adequate for her support.
- (4) When the custody of the children is awarded to the defendant and he is supporting them.