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Nov. - Dec. 1944

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Minidoka Relocation Center
Legal Division
November 15, 1944

M E M O R A N D U M

TO: Mr. Frank S. Barrett
Project Attorney

FROM: Clarence T. Arai, Evacuee Attorney
Legal Division

SUBJECT: Bi-monthly report - November 1, 1944 to November 15,
1944 inclusive.

The undersigned submits herewith the following report:

WEDNESDAY - November 1, 1944

1) MEMO: Prepared the bi-monthly report covering October 16,
1944 to October 31, 1944 inclusive which consists of 31 pages.

2) INTERVIEW:
Mr. Kirby-----Consultation.

3) INTERVIEW:
Mr. S. Osaka, relative to power of attorney.

POWER OF ATTORNEY: At the time of evacuation Mr. Osaka left his Chrysler Touring Sedan in storage with a friend at Seattle, Washington. He is now desirous of appointing Albert D. Bonus as his attorney-in-fact in order to sell the car.

Mr. Osaka has requested that a special power of attorney be drawn in order to make this sale.

To accomodate the evacuee I prepared a special power of attorney for him.

4) INTERVIEW:
Mrs. Hatsuye Yamauchi, relative to her savings account.

BANKING: Hatsuye Yamauchi has a savings account in the

(2)

International Branch of the Seattle First National Bank. She is now desirous of withdrawing the sum of \$150.00 from her account.

To accomodate the evacuee, prepared the following:

1. A withdrawal receipt in the sum of \$150.00 signed by Hatsuye Yamauchi.
2. A letter to the bank, wherein this request was made and the office forwarded to them the withdrawal receipt and the passbook covering the savings account with the necessary instructions.

5) INTERVIEW:

Mr. S. Takaki, relative to the sale of a farm in Oregon for the sum of \$7000.00 cash.

EVACUEE PROPERTY: I assisted Mr. Cox in processing this case.

THURSDAY - November 2, 1944

6) INTERVIEW:

Mr. S. Takaki-----Consultation.

7) INTERVIEW:

Mr. T. Endo, relative to his truck.

EVACUEE PROPERTY: Prior to evacuation Mr. Endo left his truck with Commander Z.B. Murry at Seattle, Washington.

Under date of August 31, 1944 the Evacuee Property Supervisor at Seattle advised us, that Commander Murry has expressed his willingness to purchase this truck or to enter into a lease agreement with Mr. Endo.

This office answered the inquiry by stating, that Mr. Endo is willing to sell the truck, if the price is right.

Under date of October 25, 1944 the Evacuee Property Supervisor at Seattle replied that the ceiling price on the truck is \$251.50; that, since Commander Murry has been put to considerable expense in making repairs to the motor, he is unwilling to pay the full price for the truck; and that Mr. Endo should offer a price on the same by taking into consideration the repairs made to the truck.

I discussed the present situation with Mr. Endo, and he decided, that he would be willing to sell the truck for \$200.00 cash.

Prepared a letter to the Evacuee Property Supervisor, wherein the office advised him to this effect.

8) INTERVIEW:

Mr. Takesaburo Fujino, relative to his report for the Federal Reserve Bank.

FEDERAL RESERVE: Mr. Takesaburo Fujino maintains a blocked account in the Fidelity National Bank of Twin Falls. Under Federal Reserve License No. SF43677 he is required to make a monthly report on Form TFER-1.

To accomodate Mr. Fujino I prepared the report on Form TFER-1 in triplicate, which report in part stated:

"As provided for and directed by the aforesaid license, the licensee submits herewith the following report for the first 30-day period:

1. The total amount withdrawn under the license for this period is in the sum of \$50.00, which was spent for clothing, groceries, and kitchen utensils.
2. No moneys in the excess of \$50.00 was received by the licensee from any source whatsoever during this period.
3. The blocked account is maintained in the Fidelity National Bank of Twin Falls under the name of "Takesaburo Fujino or Suma Fujino" at Twin Falls, Idaho.
4. The balance as of the beginning of the report period was in the sum of \$1950.00. The balance as of October 26, 1944, the end of this report period, was in the sum of \$1900.00."

Prepared a letter to the Federal Reserve Bank of San Francisco, wherein the aforesaid license report in triplicate was transmitted.

9) FEDERAL RESERVE:

Prepared a letter to the Federal Reserve Bank of San

Francisco, wherein the office requested the shipment of 200 copies of Form TFE-1 and 200 copies of Form TFER-1.

10) MEMO:

In order to insure greater coordination of the work now conducted by the offices of the Project Attorney, Legal Aid Department, and the Evacuee Property Officer, and the correlation of the work with the other departments, I prepared the following memorandum to:

Mr. H. L. Stafford, Project Director, for the Attention of Mr. J. W. Nichols, Assistant Project Director, which memo is to the following effect:

"1. Present Physical Location of the Offices:

- a. The office of the Project Attorney is now located in the Administration Area.
- b. The offices of the Evacuee Property Officer and the Legal Aid Department are now located in Block 22, which is over a quarter of a mile from the Administration Area.

2. Physical Location of the Other Offices, Which Require Constant Contact with the Offices of the Project Attorney, Legal Aid Department and the Evacuee Property Officer:

- a. The Relocation Office is located in the Administration Area.
- b. The office of the Counselor (Welfare) is located in Block 22.

3. Labor Shortage:

- a. The office of the Project Attorney is without the services of a file clerk.
- b. The offices of the Legal Aid Department is without the services of one stenographer, a tax consultant, and an Evacuee Attorney.

4. Suggestions:

- a. It is suggested, that the offices of the Project Attorney, Legal Aid Department, and the Evacuee Property Officer, should be under the same roof in the Administration

Area, and if possible the Relocation Office should be likewise under the same roof.

- b. If it is possible, the Counselor's Office should be located nearby also in the Administration Area.

5. Reason for the Suggestions:

- a. It will insure higher coordination of the work between the three offices and will help in taking care of the present labor shortage.
- b. It will insure higher correlation of the work with the offices of the Relocation Officer and the Counselor.
- c. The Notary will be accessible to all three offices at the same time.
- d. The offices will then be nearer to the postoffice, thereby making it convenient for the clients of the offices.
- e. The offices will be also nearer to the Mails and Files, and thus insure the speeding-up of the correspondence, which are now sent through this channel.
- f. Our suggestion is supported by Mr. G. F. Castleberry, Evacuee Property Officer of the War Relocation Authority at Washington D.C., who under letter dated October 17, 1944 to the Evacuee Property Officer of this center stated as follows:

"We are glad to get your recommendations for improving the quality of work of the Evacuee Property Division. Your first suggestion is a good one, and we agree with you that if possible the office of the Evacuee Property Section and the Project Attorney should be under the same roof, and that the Relocation and Welfare Sections should be in the adjoining offices. This recommendation has been made by Mr. Edgar Bernhard of the Solicitor's Office of San Francisco. However, this is an administrative problem of the project, and we do not feel that we should require this to be done. We realize that office space is quite a problem in several of the projects. We do not want to handicap the project administration by setting

up such an arrangement from this office. We prefer that project work this out at project level. However, we feel that there are many things to be said for such an arrangement."

FRIDAY - November 3, 1944

11) INTERVIEW:

Mrs. Hatsuye Yamauchi, relative to her barber shop equipment.

EVACUEE PROPERTY: Prior to evacuation Hatsuye Yamauchi operated a barber shop at Seattle, Washington. She owned all of the barber shop equipment; but the premises were rented from Mrs. Max Dawes on a month to month tenancy at the rent of \$10.00 per month. Mrs. Dawes was then represented by her attorney, Paul Fetterman. At the time of evacuation Mrs. Yamauchi made arrangements through Fetterman to have the premises taken over by Eddy Cabigas on a month to month basis. A lease was accordingly prepared by Fetterman, wherein Cabigas agreed to pay the sum of \$16.00 per month, --\$10.00 per month to go to Mrs. Dawes as her rent for the premises and \$6.00 per month to Mrs. Yamauchi for the rent on her barber shop equipment.

Mr. B. H. Parker is now acting as Mrs. Yamauchi's agent by collecting the rent on the barber shop equipment.

It now appears, that Mrs. Dawes has sold the building, where the barber shop is located, to one, Taylor; and that Eddy Cabigas has refused to pay the rent on the barber shop equipment to Mr. Parker.

Mrs. Yamauchi is now desirous of raising the rent on the barber shop equipment to \$12.00 per month and to collect the delinquent rental from Cabigas with the assistance of the Evacuee Property Supervisor at Seattle.

Therefore, prepared the following:

1. The affidavit as to the status of Mrs. Yamauchi.
2. Copies of all correspondences in connection with the case.
3. The Request for Assistance on Form 153-A, wherein the War Relocation Authority was authorized by Mrs. Yamauchi to act in her behalf.

4. A letter to the Evacuee Property Supervisor, wherein the aforesaid papers were transmitted, together with the necessary instructions concerning the case.

12) EVACUEE PROPERTY (Continued from Items 6, 17, 22, 23 of report dated October 16 to October 31, 1944 inclusive)

Under date of October 25, 1944 our Project Director received a letter from Lt. Col. R. M. Petersen, President of the Board of Review for Evacuee Vehicles, Headquarters Western Defense Command, which stated as follows:

"The attached letter together with enclosures to Kiyokazu Kuribayashi has been sent to you with the request that you insure its prompt delivery and endeavor to secure early compliance to the action requested therein.

Your personal interest will be much appreciated."

Mr. Kiyokazu Kuribayashi is now confined in this center hospital suffering from tuberculosis of the bones. I delivered the enclosures to him and he acknowledged the receipt of same by signing the letter. I discussed the matter with him; but he replied, that he would have to take this matter up with his brother and uncle before he can comply with the request of the Colonel.

I interviewed Mr. Kuribayashi in the presence of Mr. H. W. Cox, our Evacuee Property Officer.

Prepared a letter to Lt. Col. R. M. Petersen, wherein I advised him to this effect.

13) INTERVIEW:

Mrs. Suma Matsumoto relative to the cashing of two blocked checks.

FEDERAL RESERVE: Umetaro Honda prior to the outbreak of war was residing at Fukuoka-ken, Japan. While in Japan he was receiving Old Age and Survivor's Insurance benefits from the United States.

Under letter post-marked Yokohama Nippon, dated September 17, 1941 Mr. Honda forwarded to Suma Matsumoto two checks concerning his Old Age Benefits, each in the sum of \$21.87, for the special purpose of having the same cashed.

As a result of the war this property is blocked. Under date of September 11, 1944 the Alien Property Custodian advised Miss Mary Matsumoto, the daughter of Suma, to the following effect:

"Replying to your letter of September 1st-1944 written in behalf of your Mother, Suma Matsumoto, we believe that the only way in which the two checks in question can be cashed is by making an application to the Federal Reserve Bank for a Special License authorizing some Domestic Bank to cash said checks and to deposit the proceeds in a blocked account to the credit of Umetaro Honda.

The Legal Aid Division will probably have the necessary blanks for use in making application for license and if they do not have can obtain them from the Federal Reserve Bank of San Francisco or from the Seattle Branch.

Would suggest that you specify in the application the name of the Domestic Bank which you desire to have cash said checks and where the proceeds are to be deposited in a blocked account to the credit of Umetaro Honda."

Accordingly this office prepared the license application relative to the cashing of these two checks by Suma Matsumoto to be placed in a blocked account.

Under date of October 28, 1944 the Federal Reserve Bank of San Francisco issued License No. SF43844, which in part stated:

"The Fidelity National Bank of Twin Falls, Twin Falls, Idaho is authorized to pay checks No. 5,211,062 dated May 31, 1941 and No. 5,537,839 dated June 30, 1941 in the sum of \$21.87 each, issued by the Treasurer of the United States in favor of Umetaro Honda, Matsuye Suda-Mura Chikujyo-gun, Fukuoka-ken, Japan, and to deposit the proceeds thereof in a blocked account in the name of Suma Matsumoto in trust for Umetaro Honda, in the said Fidelity National Bank of Twin Falls, Twin Falls, Idaho."

I made arrangements with Suma Matsumoto to take her out to

Twin Falls, Idaho to cash and deposit the two checks, as required by the license.

14) TRIP TO TWIN FALLS:

I assisted Suma Matsumoto in cashing the two checks and had the proceeds of same deposited to the blocked account in the name of "Suma Matsumoto in trust for Umetaro Honda", in the Fidelity National Bank of Twin Falls.

SATURDAY - November 4, 1944

15) INTERVIEW:

Mrs. Parteno-----Consultation.

16) INTERVIEW:

Mr. Y. Yamaguchi-----Consultation.

17) EVACUEE PROPERTY:

Mrs. Clara Webb Smith is now operating the farm on a partnership basis with Sam Yamaguchi. Arrangements are now being made through the office of the Evacuee Property Supervisor at Portland to have the partnership agreement between them cancelled.

Mrs. Smith has in her possession personal property and farm equipment belonging to Sam Yamaguchi. She also is required to render a full accounting for the years 1942, 1943, and 1944.

Mr. Linville had requested for a release to be prepared by this office, so that the personal property can be returned by Mrs. Smith.

Under date of October 28, 1944 Mr. Linville advised us to the following effect:

"The Mutual Release Agreement prepared by your office was submitted to Mrs. Clara Webb Smith who in turn submitted the agreement to her attorney for his consideration.

The attorney declined to have Mrs. Smith sign the agreement in the form submitted and, while Kent Silverthorn was here, he sat in on a discussion with the attorney and Mr. Silverthorn then prepared the enclosed agreement which, it is understood, is satisfactory to Mrs. Smith's attorney.

If this meets with the approval of Yamaguchi and your office please have Nagano (Sam) Yamaguchi sign all four copies and return them to this office. We will then present the agreement to Mrs. Smith for her signature and proceed to gather up and store the property covered by the agreement.

Return all copies to this office and after they have been signed by Mrs. Smith we will then return the original and one copy to your office."

Therefore, prepared a letter to Sami Yamaguchi, who is now out on a work leave, wherein the office enclosed a copy of the communication from Mr. Linville and the four copies of the new Mutual Release for his consideration and signature before a Notary.

18) INTERVIEW:

Mrs. Hatsuye Fukuda, relative to a letter.

LETTER: A letter was sent to Mrs. Fukuda in care of this office by the Commerce Trust Company.

Prepared a receipt, which was signed by Mrs. Fukuda upon delivery of this letter to her.

19) INTERVIEW:

Y. Fujii-----Consultation.

MONDAY - November 6, 1944

20) INTERVIEW:

Mr. George Takiguchi, relative to his personal jewelry.

JEWELRY: Mr. George Takiguchi, formerly of Wrangel, Alaska, had his jewelry shipped out to him by the War Relocation Authority. The sealed package containing the jewelry was shipped through the Railway Express Agency Inc. to the Minidoka Relocation Center in care of Mr. Harry Stafford, the Project Director.

This package was delivered to Mr. George Takiguchi and he opened the same in our presence.

Prepared a receipt covering same, which was signed by Mr. Takiguchi. This receipt was to the following effect:

(11)

"Acknowledge the receipt of:

One (1) sealed package shipped by H.W. Hendricks, T.O. War Relocation Authority through the Railway Express Agency Inc. to the Minidoka Relocation Center, Care of Harry Stafford, Project Director, Hunt, Idaho for George Takiguchi, covered by Department of Interior, War Relocation Authority Bill of Lading No. 16978,

from Mr. Harry Stafford, Project Director of the Minidoka Relocation Center, Hunt, Idaho, and upon opening the sealed package I found, that it contained the following personal property consisting of jewelry, namely:

One gold watch
One nugget chain
One watch chain
Four necktie stick pin, and miscellaneous other small items.

I hereby further certify, that the contents therein contained, as compared with the contents described in the aforesaid Bill of Lading, are the same, and therefore, true and correct.

Dated this 6th day of November, 1944."

Prepared a letter to Mr. H.W. Hendrick, Transportation Officer, War Relocation Authority, Sheldon Building, 461 Market Street, San Francisco 5, California, wherein a duplicate copy of the aforesaid receipt was transmitted.

21) INTERVIEW:
R. Nitta-----Consultation.

22) INTERVIEW:
Mrs. Sakuyo Iwami, relative to her deceased husband's bank account.

ESTATE WITHOUT PROBATE: K. Iwami, husband of Mrs. S. Iwami, passed away at this center on April 7, 1944. He left a savings account in the Washington Mutual Savings Bank at Seattle, Washington, in the sum of \$807.78 as of March 29, 1943.

Under the laws of the State of Washington, Mrs. S. Iwami would be entitled to the entire estate, since no homestead has been claimed in manner provided by law, either prior or subsequent to the death of said K. Iwami and for the reason there being no funeral expenses or expenses of the last sickness unpaid for and said estate being less than \$3000.00 as provided for in Section 1473 in Remington's Revised Statutes of the State of Washington.

This estate is now being probated by the bank's attorney, who is rendering his services to the widow free of charge, except for court costs.

Under date of October 28, 1944, the bank's attorney forwarded to this office the "Certificate for the Inheritance Tax Division" for the signature of the widow.

I today supervised the signing of the certificate by the widow. Prepared a letter to the bank, wherein the aforesaid certificate was returned properly executed by the widow.

23) INTERVIEW:

Mr. G. S. Furusho, relative to a pass request.

PASS REQUEST: Mr. Furusho is desirous of depositing the proceeds from the sale of the Ranier Hotel in a bank at Twin Falls. Therefore, to accomodate the evacuee I have this date prepared a pass request so that he may go to Twin Falls to open up a bank account to deposit the proceeds.

24) TELEGRAM:

I received a telephone call this morning from Mr. C. W. Linville of our Portland Office relative to the sale of a farm property by the "Takakis". The deal has now struck a snag in that the purchaser insists that the cost of the Title Insurance and the Revenue Stamps for the deed should be borne by the seller.

Therefore, prepared the following wire:

"AMENDING OUR TELEGRAM OCTOBER 30 RE TAKAKI AND CONFIRMING OUR TELEPHONE CONVERSATION OF TODAY TAKAKIS WILL PAY FOR COST OF TITLE INSURANCE AND REVENUE STAMPS FOR DEED. ALL OTHER EXPENSES TO BE BORNE BY THE BUYER."

This wire was approved by the "Takakis".

25) EVACUEE PROPERTY:

Prior to evacuation Mr. Ichiba stored his washing machine with Mr. Koto, then operator of the Victoria Hotel of Portland, Oregon. At the time of evacuation Mr. Koto turned over the operation of hotel to Mrs. Shaw.

Recently Mr. Koto sold the furniture and furnishings of this hotel to Mrs. Shaw. Mr. Ichiba contends, that along with other things he requested the storage of the washing machine in the Portland warehouse several months prior to the sale by Mr. Koto. Mr. Ichiba's washing machine was used in connection with the operation of the hotel, and when the hotel was sold, Mr. Koto failed to exclude the same in the Bill of Sale.

Under date of October 11, 1944 our Portland Office advised us, that:

"At the time this office effected the sale of the furniture and furnishings of the Victoria Hotel, we asked to be advised as to exactly what property contained in the hotel was not to be included in the sale and were informed that there were a refrigerator, a chest of drawers and one picture, and the sale was made on this basis.

There was no indication that any portion of the equipment in the hotel was claimed by any other person than Mr. Koto. It was our understanding, and we so informed Mr. Shaw who purchased the hotel, that the washing machine was included with the furniture and furnishings. We believe this should be explained to Mr. Ichiba as it would seem that any claim he may have for personal property in the Victoria Hotel should be adjusted between himself and Mr. Koto."

The contents of this letter was explained to Mr. Ichiba and the office wrote to Mr. Koto relative to the situation.

Under date of October 28, 1944 Mr. Koto requested information relative to several requests for storage and transportation made by Mr. Ichiba involving the transaction.

Prepared the following:

1. A letter to Mr. Koto, wherein his inquiry was answered.
2. A copy of Mr. Koto's letter dated October 28, 1944.

3. A letter to our Portland Office, wherein a copy of the letter from Mr. Koto was transmitted, along with our answer to the letter.

26) INTERVIEW:

Mr. Yoshito Fujii, relative to the installation of a new oil burner.

EVACUEE PROPERTY: Mr. Lloyd of the Associated Beverage Company wrote to this office under date of April 11, 1944 relative to the cleaning out of the fuel line and tank located at the New Cascade Hotel. S. Shimomura is the owner of the hotel and has sub-leased the premises, where the Beverage Company is located, to Mr. Lloyd. The hotel is operated by Mr. Shimomura under a lease from the "Fujii's". The equipment of the Beverage Company is being rented by the Beverage Company from Yoshito Fujii. Under the lease Mr. Shimomura is obligated to make all repairs in the hotel and building premises.

There was considerable disagreement between the parties, as to who should make the repairs to the boiler, fuel line, and tank, which are both jointly used by the Beverage Company and the hotel.

However, after a conference with Messrs. Fujii and Shimomura, Mr. Shimomura finally agreed to pay for the cleaning, provided the Beverage Company in the future will pay for all repairs to the oil burner and furnace on a 50-50 basis with him. This offer was made in writing to the attorneys for the Beverage Company.

Under date of May 23, 1944 the Beverage Company through their attorneys in part accepted the offer of Mr. Shimomura. This letter was countersigned by the two partners of the Beverage Company.

Under date of August 29 the attorneys for the Beverage Company wired to us to the following effect:

"ASSOCIATED BEVERAGE FUJII NO ANSWER REGARDING OIL BURNER ENGINEERING CO BILL \$92.70 PLEASE HAVE PAID ALSO SEND COPY OF AGREEMENT ABOUT MAINTENANCE SIGNED AND SENT YOU MONTHS AGO BURNER MUST BE RE-

PLACED FOR COMING WINTER MANUAL RAY BURNER COSTS
\$375.00 AUTOMATIC \$650.00 BURNER MUST BE INSTALLED
DO YOU WANT TO MAKE IMPROVEMENT WILL CUT MAINTENANCE
EXPENSE IF YOU DO NOT WANT TO BUY BURNER LLOYD
WILL BUY ON EXPRESS CONDITION HE MAY REMOVE AND
TAKE BURNER OUT AT EXPIRATION OF LEASE AGREEMENT
PLEASE WIRE."

In a wire by this office Mr. Yoshito Fujii advised the attorneys for the Associated Beverage Company that he is willing to go on a 50-50 basis with them in installing a new automatic oil burner at the cost of \$650.00, provided the new burner shall remain the property of Yoshito Fujii at the expiration of the lease.

Under date of October 27, 1944, the attorneys for the Associated Beverage Company, replied to the following effect:

"After receiving your wire of October 21st. we took up with Mr. Lloyd the original proposition of Mr. Fujii to go on a 50-50 basis for the installation of a new burner which was to cost not exceeding \$650.00.

Mr. Lloyd feels that this original proposition which was presented by Mr. Fujii works too great a hardship if the new burner is to remain the property of Fujii at the expiration of the lease. Mr. Lloyd would prefer to pay the whole cost of the new burner with the express understanding and agreement that he would remove the same at the expiration of the lease.

Inasmuch as Mr. Fujii insists that the oil burner be his Mr. Lloyd has asked us to submit a counter proposition and that is that Mr. Fujii pay for the oil burner and charge the Associated Beverage Company 10% of its cost for each year of use of the burner. In other words, the first year cost to Associated Beverages would be \$65.00, the second year \$65.00, etc.

Mr. Lloyd advises us that because of the condition of the old burner there will be an allowance of from \$20.00 to \$25.00 on the purchase of a new burner. This figure was apparently obtained from the same firm who quoted a price on the new burner.

We will appreciate your advising us on this matter as conveniently as possible as some action must be taken at once relative to the installation of the new burner."

Prepared a letter to the attorneys, wherein the office advised them that Yoshito Fujii is unable to accept the new proposition; but it will be agreeable to him, if the Associated Beverage Company will put in the new burner at its sole expense upon the understanding, that they shall have the right to take the same out at the expiration of the lease, providing the company shall comply with certain requirements.

27) INTERVIEW:

Mr. H. Setsuda-----Consultation.

Mrs. Setsuda claims that a certain person is wrongly accusing her daughter of stealing.

I advised him that he should contact the Counselor of this project as such matters are within her jurisdiction.

TUESDAY - November 7, 1944

28) INTERVIEW:

Mr. T. Akagi, relative to the Certificate of Title of his daughter's automobile.

EVACUEE PROPERTY: Toshiko Akagi, the daughter, had her Plymouth Sedan shipped out to her from Washington sometime ago. She is unable to receive a license for the car from the State of Idaho for the coming year, since she has lost her Certificate of Title on the car, which had been issued by the State of Washington.

Prepared the following:

1. The application for a duplicate Certificate of Title, which is to be signed by Toshiko Akagi before the office Notary.
2. A United States Postal Money Order in the sum of 50¢ to cover the cost of the duplicate Certificate of Title.
3. A letter to the State Treasurer of the State of

Washington, wherein the aforesaid application and a United States Postal Money Order in the sum of 50¢ are both to be transmitted for the duplicate Certificate of Title.

29) INTERVIEW:

Mr. G. S. Furusho-----Consultation.

30) ESTATE WITHOUT PROBATE:

Tohei Nakazaki passed away in this center on December 17, 1943. Tohei Nakazaki's estate consists of some belongings of little value, his passport, family records, life insurance policy, two war savings bonds for \$50.00 each and \$94.42 in cash. The two war savings bonds of \$50.00 each are payable on demand to Sueo Tokunaga of Chinook, Montana. The widow now resides at the Colorado River Relocation Center, Poston, Arizona. The son Tsutomu Tony Nakazaki has now relocated from the Colorado River Relocation Center to Cleveland, Ohio.

To process the case I prepared the necessary papers in order to release the personal property to the widow. These papers were approved by Mr. Frank S. Barrett, our Project Attorney.

Prepared a letter to Mr. Scott Rowley, the Project Attorney of the Colorado River Relocation Center, Poston, Arizona, wherein the papers were transmitted for his attention, so that the same may be properly signed and executed.

31) INTERVIEW:

Mr. George Yama, relative to his letter.

LETTER: W. H. Chase of Cordova, Alaska, sent a letter to Mr. George Yama, an evacuee, in care of this office.

This letter was today delivered to Mr. Yama by the office secretary upon signing a receipt for the same.

WEDNESDAY - November 8, 1944

32) INTERVIEW:

Mrs. Ishii-----Consultation.

33) INTERVIEW:

Mr. Fujita-----Consultation.

34) INTERVIEW:

Mrs. Michiko Oka Tsutakawa, relative to her deceased husband's estate.

ESTATE: Mr. Van C. Griffin is now acting as the administrator and attorney for the estate of Jin Tsutakawa. Mrs. Tsutakawa, the widow, recently received a dividend check from the Olympia Brewing Company in the sum of \$11.50 payable to the order of Jin Tsutakawa, the deceased.

Prepared a letter to Mr. Van C. Griffin, wherein the aforesaid check was transmitted to be included in the assets of the estate.

35) INTERVIEW:

Mr. B. Tazuma of the Consumer's Cooperative.

In behalf of the Consumer's Co-op Mr. Tazuma, the Assistant Business Manager, requested for the laws governing the sale of tobacco to minors in the State of Idaho.

I furnished him with a copy of Sections 17-2726 and 31-101 of the Idaho Code Annotated, which Sections prohibit the sale of tobacco to minors.

36) CERTIFICATE OF TITLE (AUTOMOBILE):

Sami Yamaguchi has a farm in Oregon under a partnership arrangement with Clara Webb Smith. Among the various farm equipment, which is now used in connection with the farm, there is a 1929 White truck. A new motor was installed in this truck by Sami Yamaguchi sometime ago; but, he had failed to correct the Certificate of Title.

In order to correct the Certificate of Title, I prepared a letter to the Department of Licenses of the State of Washington, wherein the office transmitted the following:

1. Certificate of Title No. C199792 issued to Sami Yamaguchi under date of February 2, 1939.
2. Bill of Sale covering the new motor, which has been installed in the above described truck.
3. Application for Re-issue of Certificate of Title properly signed by Sami Yamaguchi before a notary.

(19)

4. United States postal money order in the sum of 50¢ issued at Ontario, Oregon, Office No. 50722, being Serial No. 368371, dated October 29, 1944, payable to your order,

and requested that a new certificate be issued.

37) INTERVIEW:

Mr. Yoshida-----Consultation.

THURSDAY - November 9, 1944

38) TRIP TO TWIN FALLS:

I went to Twin Falls with Mr. Cox to contact the Fidelity National Bank of Twin Falls relative to a draft, which was placed in their hands for collection in behalf of Hatsuye Fukuda.

The bank informed me, that the draft went through and the amount collected thereon was credited to the savings account of Hatsuye Fukuda and her daughter.

FRIDAY - November 10, 1944

39) INTERVIEW:

Mrs. Ben Itoi, relative to the "Carrollton Hotel".

EVACUEE PROPERTY: Mr. S. Itoi, the husband, is the owner and operator of the "Carrollton Hotel". This hotel is now being managed by Mr. Frank Boyle, the attorney-in-fact for Mr. Itoi. Mr. Itoi is now confined at the center hospital by reason of illness. Mrs. Itoi has called at this office in behalf of her husband.

Mr. Boyle had forwarded to this office a report covering the operations of the Carrollton Hotel, along with the statement of income, disbursements, and banking relative to the operations for September.

I delivered the papers to Mrs. Itoi for examination by Mr. Itoi. Prepared a receipt covering the documents to be signed by Mr. Itoi.

40) INTERVIEW:

Mr. Frank Y. Hashizume, relative to a collection against Pio and Herman DeCano.

COLLECTION: Mr. Frank Y. Hashizume prior to evacuation operated the Main Street Service Station. Both Pio and Herman had an account with Mr. Hashizume, which is now both delinquent.

Under date of November 1, 1944 the Evacuee Property Supervisor at Seattle advised us, that Mr. Pio DeCano had informed him, that Mr. Hashizume had made arrangements with each of them at the time of evacuation to the effect that each of the accounts was not to be paid until he returned to Seattle.

Prepared the following:

1. A letter to Pio and Herman DeCano, whereby Mr. Hashizume advised each of them, that no such statement or arrangement was made by him to extend time on each of their accounts; that each of their accounts is payable to him at once; and that they are instructed, that each of them should pay on their respective accounts to him immediately through the office of the Evacuee Property Supervisor at Seattle, Washington. A copy of the letter was sent to Pio and Herman DeCano separately, registered mail return receipt requested.
2. A letter to the Evacuee Property Supervisor, wherein the office advised him, that there was no such arrangements made by Mr. Hashizume; that these accounts are immediately payable to Mr. Hashizume; and that unless payments are made on the accounts at once by both of them, Mr. Hashizume will be forced to bring legal action against them.
3. A copy of the letter to both Herman and Pio DeCano was enclosed in the letter to the Evacuee Property Supervisor.

41) INTERVIEW:

Mr. Frank Y. Hashizume, relative to a new lease.

EVACUEE PROPERTY: Prior to evacuation Mr. Hashizume

owned and operated the Main Street Service Station at Seattle. The property had been leased from the heirs of James McSorley. At the time of evacuation he sub-leased the same to another party.

At the request of Mr. Hashizume this office contacted the Seattle Evacuee Property Supervisor to secure a new lease for him, as the present lease will soon expire.

Under date of July 6 and August 16, the Seattle Evacuee Property Supervisor advised us to the following effect, that the Shell Oil Company, the sub-lessee, is desirous of having a new lease on the gas station; that the lessor is willing to grant a lease on a \$50.00 per month basis; and that, we should secure Mr. Hashizume's consent to the new rent schedule.

We answered the foregoing letter by stating, that Mr. Hashizume will accept the new rental schedule, providing the Shell Oil Company is willing to accept the new sub-lease on the new rental schedule basis.

Under date of September 29, 1944, the Evacuee Property Supervisor transmitted a new lease calling for the new rent schedule, and advised us to the following effect:

"We contacted Mr. Anderson and Mr. Hornberg, attorney, both of Shell Oil Company who after considerable discussion of the lease, stated they would not consider subleasing under the proposed new lease. The new lease calls for \$50.00 per month and payment of all taxes by the lessee. The present gallonage is restricted by gas rationing and according to Shell Oil, the increases called for in the lease will not provide a sufficient sum of money to reduce Mr. Hashizume's balance with them. We contacted Shell Oil Co. pursuant to the request contained in the second paragraph of your August 25 memorandum and find that Mr. Hashizume's present balance is \$482.92. At our request, Shell Oil Co. is preparing a statement showing credits to Mr. Hashizume's account for the year 1944 to date. When received we shall transmit it to your office.

"We contacted Mr. Swanson of Padden and Moriarty,

attorneys for Susie McSorley, and discussed the lease matter at length with him. As a counter proposal we suggested that a new lease be drawn containing a clause that the rental shall be \$25.00 per month until the termination of gas rationing by the OPA. Taxes to be paid by lessee as in the old lease. After gas rationing terminates the lease rental to be increased to \$50.00 per month. Mr. Swanson indicated he will recommend the proposal to Susie McSorley and will report back to this office before October 1."

Prepared a letter to the Evacuee Property Supervisor, wherein the new lease was returned on the ground Mr. Hashizume is unable to sign the same at the rate called for in the new lease, and we informed him, that Mr. Hashizume offered the following counter proposal:

"That a new lease be drawn containing the clause that the rental shall be \$25.00 per month until the termination of gas rationing by the OPA. Taxes to be paid by the lessee as in the old lease. After the gas rationing terminates the lease rental to be increased to \$50.00 per month."

SATURDAY - November 11, 1944

42) INTERVIEW:

Mr. Frank U. Hashimoto, relative to the furnishings of the Hansen Hotel.

EVACUEE PROPERTY: Mr. Hashimoto leased the furnishings of the Hansen Hotel to Larry Rapatato for the duration of the war at a monthly rental of \$50.00 per month.

Under date of November 4, 1944 the Evacuee Property Supervisor at Seattle transmitted to us the October rent paid by Larry Rapatato in form of a bank money order.

Prepared the following:

1. A receipt by Frank U. Hashimoto covering the aforesaid bank money order.

2. A letter to the Evacuee Property Supervisor, wherein the aforesaid receipt in duplicate was transmitted.

43) INTERVIEW:

Mrs. Bertha Noji, relative to her passbook.

BANKING: Mrs. Noji had her passbook sent to her bank in Puyallup, Washington to have the interest and deposit entered to date on the passbook through this office.

This passbook was returned to this office with the proper entries made.

I delivered this passbook to her and she acknowledged the receipt of same in writing by signing the letter from the bank.

Prepared a letter to the bank, wherein the office acknowledged the receipt of the passbook, which letter was countersigned by Mrs. Noji.

44) INTERVIEW:

Mr. Izumi-----Consultation.

45) INTERVIEW:

Mr. Oba-----Consultation.

MONDAY - November 13, 1944

46) INTERVIEW:

Mrs. Hatsuye Yamauchi, relative to her barber shop equipment.

EVACUEE PROPERTY (continued from Item 11): Mrs. Yamauchi under date of November 6, 1944 received a letter from John T. Dalton, attorney for Mr. Parker, to the following effect:

"Mr. Parker has consulted with us regarding your barber shop equipment located at 410 $\frac{1}{2}$ Main Street. For your information, the building has been sold to a certain Mr. Taylor, who gave notice to Eddie Cabigas terminating his tenancy. Cabigas moved out November 1st.

Your barber equipment is still in the premises and Mr. Taylor is willing to purchase the equipment from

you at a reasonable price. Mr. Parker suggested that I write to you and find out what price you would be willing to accept. In the meantime I am going to have one of the barber supply houses appraise the property and as soon as they advise me of what you should get for it, I will send the information along to you."

Prepared a letter to the Evacuee Property Supervisor at Seattle, wherein a copy of the aforesaid letter was transmitted, and the office advised him, that Mrs. Yamauchi will not sell the barber shop equipment at any event; that, if Mr. Taylor does not wish to rent the same, she would rather place the equipment in government storage; and that he should contact Mr. John Dalton, so that Mr. Dalton will know that the Seattle Office is now handling the case for Mrs. Yamauchi.

47) INTERVIEW:
Mr. Natsuhara-----Consultation.

48) INTERVIEW:
Mrs. Fumi Suyetani, relative to a divorce.

DIVORCE: This case was referred over to me by Mr. Barrett, our Project Attorney; so, in his absence I made arrangements with her to contact an attorney at Jerome, the County Seat.

Prepared a pass request so that Mrs. Suyetani can accompany me to Jerome to see her attorney about the case.

50) INTERVIEW:
Mrs. Parteno-----Consultation.

TUESDAY - November 14, 1944

51) INTERVIEW:
Mr. Toru Araki-----Consultation.

52) INTERVIEW:
Mrs. H. Yamauchi-----Consultation.

53) TRIP TO JEROME:

DIVORCE (continued from Item 48): At the request of Fumi Suyetani, the evacuee client, I went to Jerome to contact Mr. Wayne Barclay, so as to make arrangements with him concerning her divorce action against Roy K. Suyetani of Gila River-Relocation Center, Rivers, Arizona.

Mr. H. W. Cox, the Evacuee Property Officer, was present at the time of the consultation with Mr. Barclay.

WEDNESDAY - November 15, 1944

54) EVACUEE PROPERTY:

Frank Y. Kinomoto is now holding 300 shares of stock of the Hunts Point Greenshouse, Inc., a Washington Corporation, as trustee for Kiyoshi Yabuki. Kiyoshi Yabuki has now attained the age of 21 years and is serving overseas in the United States Army.

Hideo Yabuki, the brother, is the attorney-in-fact for Kiyoshi Yabuki. Kiyoshi Yabuki is now desirous of transferring all of his right, title and interest in the 300 shares to Keiji Saito, his brother-in-law, in order to avoid court probate proceedings in the event of his death while serving overseas.

Hideo Yabuki has relocated to Spokane, Washington. Frank Y. Kinomoto is now teaching at the University of Michigan, Ann Arbor, Michigan.

Under date of November 3, 1944, the Federal Reserve Bank of San Francisco issued to Hideo Yabuki, attorney-in-fact for Kiyoshi Yabuki, License No. SF 44074, which in part stated:

"All transactions ordinarily incident to the transfer and assignment of all right, title and interest in 300 shares of Hunts Point Greenhouse, Inc. Capital Stock, inscribed in the name of Frank Y. Kinomoto, as Trustee for Kiyoshi Yabuki under that certain Declaration of Trust made by Kane Saito on August 1, 1938 to Keiji Saito, Minidoka Relocation Center, Hunt, Idaho, a citizen of the United States, for the sum of \$1.00 and other valuable consideration, which transfer is made in order to avoid court probate proceedings in the event of the death of the said Kiyoshi Yabuki while serving overseas in the United States Army."

This license was forwarded to this office by Hideo Yabuki in letter dated November 8, 1944.

In answering said letter prepared the following:

1. The assignment of said stock certificate.
2. A copy of the aforesaid license.
3. A letter to Frank Y. Kinomoto to be signed by Hideo Yabuki relative to the transaction.
4. A letter to Hideo Yabuki, wherein the aforesaid documents were enclosed, together with the necessary instructions.

In the letter the office also enclosed a receipt covering the stock book for the signature of Hideo Yabuki and Kane Saito, his sister, so that the office could return the stock book upon receipt of same.

In the letter we pointed out, that he must secure the necessary revenue stamps to comply with the requirements of our Government.

55) INTERVIEW:

Mrs. S. Higo.

DOMESTIC PROBLEM: This matter was referred to the Counselor of this Project.

56) PASS REQUEST:

Prepared a pass request so that Mrs. Fumi Suyetani can go to Jerome to sign the complaint, which will be ready for her signature on Thursday afternoon.

57) TELEPHONE CALL:

EVACUEE PROPERTY: Mr. Thomas Williams called me over the phone relative to the operation of the New Central Hotel. This hotel is now operated under a lease by K. Wataoka, an evacuee of this center. Mr. Williams, an attorney-at-law, is now acting as the attorney-in-fact for Mr. Wataoka.

He informed me, that the Fire Department of Seattle is now insisting that repairs be made to the boiler room; that the agent for the landlord, Henry Broderick & Company, had mislead the Fire Marshall with the result that the hotel was closed; that under the lease K. Wataoka is responsible for all repairs; that, however, he is now negotiating with the agent so that the owner of the hotel premises will put up one-half of the cost of repairs; and that he would like our cooperation in the matter so that Mr. Wataoka will be informed as to the present situation.

Prepared a memorandum to Mr. Wataoka, wherein the office requested for his presence at the office.

58) INTERVIEW:

Mr. H. Makino, relative to his dye works equipment.

EVACUEE PROPERTY: Prior to evacuation Mr. Makino sold the equipment of his dye works to Thomas H. Laffin for the sum of \$350.00, \$75.00 down and the balance to be paid in monthly payments. Mr. Laffin failed to pay the balance as called for in the agreement. With the assistance of the Evacuee Property Supervisor and this office Mr. Makino succeeded in making arrangements with Mr. Laffin to retire the balance.

Mr. Makino today called at this office and informed me, that Mr. Laffin is now delinquent in his payments for the months of September, October, and November.

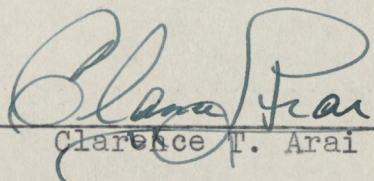
Therefore, prepared a letter to the Evacuee Property Supervisor, wherein the office advised him as to this situation, and requested, that he contact Mr. Laffin for the purpose of picking up these delinquent payments.

59) INTERVIEW:

Mr. Nakao, relative to the case of Emi Kinoshita-----
Consultation.

60) MEMOS:

For the two weeks prepared 15 memos.


Clarence T. Arai

Minidoka Relocation Center
Legal Division
November 30, 1944

M E M O R A N D U M

TO: Mr. Frank S. Barrett
Project Attorney

FROM: Clarence T. Arai, Evacuee Attorney
Legal Division

SUBJECT: Bi-monthly report - November 15, 1944 to
November 30, 1944 inclusive.

The undersigned submits herewith the following report:

THURSDAY - November 16, 1944

1) MEMO:

Prepared the bi-monthly report covering November 1, 1944 to November 15, 1944 inclusive which consists of 27 pages.

2) INTERVIEW:

Miss Emi Bunya, relative to the Utah Hotel.

EVACUEE PROPERTY: Emi Bunya is the owner of the furniture and furnishings of the Utah Hotel. At the time of evacuation she sub-leased the hotel to Mr. and Mrs. Dominick Bac Nelli, which lease is about to expire January, 1945.

Emi Bunya is about to relocate and has requested the assistance of the Evacuee Property Supervisor at Seattle to sell the furnishings of the hotel for her for the sum of approximately \$4500.00.

Recently the landlord of the premises wrote a letter to Emi Bunya relative to the operation of the hotel,

since Mr. and Mrs. Dominick Bac Nelli's sub-lease is about to expire.

Prepared the following:

1. A copy of the aforesaid letter.
2. A letter to the Evacuee Property Supervisor at Seattle, wherein the aforesaid copy was transmitted.

3) INTERVIEW:

Mr. N. Toyooka-----Consultation.

4) INTERVIEW:

Fumie Toyooka, relative to the payment of taxes on her farm.

EVACUEE PROPERTY: Fumie Toyooka is the owner of approximately 62 acres of farm property in Gresham, Oregon. Sometime ago she received a tax statement from the Sheriff and Tax Collector at Portland, Oregon.

Mrs. Toyooka is now desirous of paying the taxes. She stated, however, that she has failed to receive the tax statement for the years 1944-1945 on approximately 41 acres of said farm.

Prepared a letter to the Sheriff and Tax Collector at Portland, Oregon, wherein the aforesaid tax statement, together with a check covering same, were transmitted, and the office requested, that he forward to this office a tax statement covering the balance of the farm property.

5) INTERVIEW:

Mrs. Wataoka-----Consultation.

6) TRIP TO JEROME:

I accompanied Mrs. Suyetani to Jerome for the purpose of contacting her attorney, Mr. Wayne Barclay. Mr. Barclay had all of the papers in connection with the divorce action prepared, which papers I checked for Mrs. Suyetani. The complaint and the affidavit for personal service outside of the state were then signed by Mrs. Suyetani.

FRIDAY - November 17, 1944

7) INTERVIEW:

Mr. K. Wataoka and Shosuke Sasaki, relative to the New Central Hotel.

EVACUEE PROPERTY: Mr. Wataoka is the owner of the New Central Hotel. He owns the furnishings of the hotel and the premises upon which the hotel is located is now being leased from Mrs. Gaffney. Mr. Thomas Williams, an attorney-at-law, is now acting as the attorney-in-fact for Mr. Wataoka.

Mr. Thomas Williams advised me over the telephone, that the Fire Department of Seattle is now insisting that repairs be made to the boiler room; that the agent for the landlord, Henry Broderick & Company, had misled the Fire Marshall with the result that the hotel was closed; that under the lease K. Wataoka is responsible for all repairs; that, however, he is now negotiating with the agent so that the owner of the hotel premises will put up one-half of the cost of repairs; and that he would like our cooperation in the matter so that Mr. Wataoka will be informed as to the present situation.

Mr. Williams telephoned me the second time, that Mrs. Gaffney has offered to pay one-half of the cost of repairs.

Therefore, at the request of Mr. Wataoka I prepared the following wire to Mr. Williams:

"RE REPAIRS NEW CENTRAL HOTEL K. WATAOKA AUTHORIZES YOU TO ACCEPT MRS. GAFFNEY'S OFFER TO REPAIR BOILER ROOM ON 50-50 BASIS AND FOR YOU TO EXPEND \$750.00 AS HIS SHARE. \$250.00 TO BE TAKEN OUT OF THE HOTEL ACCOUNT AND \$500.00 TO BE ADVANCED BY YOU, WHICH SUM WATAOKA AGREES TO REIMBURSE. SIGNED COPY OF WIRE WILL FOLLOW."

This wire was countersigned by Mr. Wataoka.

Prepared a letter to Mr. Thomas Williams, wherein the office transmitted to him a signed copy of the wire by Mr. Wataoka.

8) INTERVIEW:

Mr. T. Takehara, relative to his truck and farm equipment.

EVACUEE PROPERTY: Prior to evacuation T. Takehara, a farm operator, sold his Chevrolet truck to one Cruz on a Conditional Sales Contract. Cruz is operating the same farm where Takehara had once farmed. Cruz is still leasing certain farm equipment from the evacuee. The evacuee had requested the assistance of this office to collect the balance due and owing on the Conditional Sales Contract.

Under date of September 20, 1944, the Evacuee Property Supervisor transmitted to this office a certified check in the sum of \$275.34 in full payment of the balance on the contract and requested for the Certificate of Title on the car and a receipt covering the check.

Upon checking the files I found, that this Conditional Sales Contract was placed on file with the King County Auditor's Office. Accordingly I prepared a satisfaction for the Conditional Sales Contract.

Mr. Takehara then contended, that the interest must be paid on the Conditional Sales Contract, as several payments had been delinquent. So, the office advised the Evacuee Property Supervisor at Seattle to this effect, and held the signed Certificate of Title and the satisfaction of the Conditional Sales Contract pending the payment of the interest.

Under date of November 9, 1944 the Evacuee Property Supervisor at Seattle transmitted a check in the sum of \$15.00 covering the interest on the contract.

Therefore, prepared the following:

A letter to the Evacuee Property Supervisor, wherein the office transmitted the following:

1. Receipt in duplicate covering registered check No. 1689 in the sum of \$15.00.
2. Receipt in duplicate covering certified check in the sum of \$275.34.

3. Certificate of Title No. A820765 covering 1939 Chevrolet truck, bearing motor No. T1921322, Serial No. 4555 duly endorsed by T. Takehara.
4. Satisfaction of Conditional Sales Contract by T. Takehara dated October 20, 1944.

and the office advised him, that this portion of the case can now be considered closed.

- 9) INTERVIEW:
Mr. Takefuji-----Consultation.

SATURDAY - November 18, 1944

- 10) INTERVIEW:
Mrs. Hatsuye Yamauchi, relative to her savings account.

BANKING: Mrs. Hatsuye Yamauchi has a savings account in the International Branch of the Seattle First National Bank. She had requested the assistance of this office to withdraw the sum of \$150.00 from said savings account.

Under date of November 13, 1944, the bank forwarded to us a cashier's check made out to her order in the sum of \$149.85 (15¢ being deducted as service charge), and the passbook covering the savings account.

Prepared the following:

1. A receipt by Mrs. Yamauchi covering the aforesaid cashier's check and passbook.
2. A letter to the bank, wherein the aforesaid receipt was transmitted.

- 11) INTERVIEW:
Mr. Y. Okiyama, relative to the Grand Central Hotel.

SOCIAL SECURITY: Mr. Y. Okiyama is one of the partners of the Grand Central Hotel in Seattle, Washington. James E. Kane was formerly employed at the hotel. His estate is now being probated by Army Seijas, an attorney, of Seattle.

Under date of November 13, 1944 Mr. Seijas requested, that this office contact Mr. Y. Okiyama for the purpose of ascertaining the social security tax payments for Mr. Kane.

Prepared an answer to the inquiry, wherein the office advised him, that according to Mr. Okiyama he must contact his agents, Charles F. Clise, Agents, Inc., for this information, as they have the books of the hotel in their possession.

12) EVACUEE PROPERTY:

Under date of November 14, 1944, the Evacuee Property Supervisor at Portland made an inquiry relative to the cancellation papers prepared for Sami Yamaguchi.

Therefore, prepared the following answer by wire:

"REURLET NOVEMBER 14 SAMI YAMAGUCHI AMENDED CANCELLATION PAPERS TOGETHER WITH LETTER OF EXPLANATION WERE FORWARDED TO SAMI AT ONTARIO UNDER DATE OF NOVEMBER 4 THIS OFFICE IS WAITING FOR THE RETURN OF THESE PAPERS."

13) TELEPHONE:

I talked with Army Seijas over the telephone relative to the matter of taking of depositions at this center.

Prepared a letter to Mr. Seijas, wherein the telephone conversation was confirmed by this office.

MONDAY - November 20, 1944

14) INTERVIEW:

Mr. G. K. Yama, relative to his banking account.

BANKING: Mr. George Yama, whose full and true name is Kuai Yamauchi, at the time of the outbreak of war lived at Cordova, Alaska. He was picked up by the governmental authorities and was interned. He is now paroled from the Internment Camp to this center.

Through this office he negotiated for the services of Dr. W. H. Chase at Cordova, Alaska, to handle his affairs as his attorney-in-fact. In due course Dr. Chase received authority from the Governor's Office of Alaska to wind up Mr. Yama's affairs.

Under date of July 26th and August 28th Mr. Yama received from Dr. Chase two checks in the sum of \$1000.00 and \$400.00 respectively. These checks were deposited to his credit in the Fidelity National Bank in Twin Falls. Mr. Yama is desirous of withdrawing sums of money from time to time for his personal living expenses.

Therefore, to ascertain the present status of this account this office wrote to the Governor's Office of the Territory of Alaska.

Under date of October 7, 1944 the Office of the Secretary for the Territory of Alaska, United States Department of the Interior, advised us to the following effect:

"Receipt is acknowledged of your letter of Sep. 19, 1944 re property of KUAI YAMAUCHI, also known as George Yama or G. K. Yama.

We have not received a recent report from Dr. W.H. Chase of Cordova, Alaska, who is licensed to administer this estate. We are writing Dr. Chase today asking that he immediately file his report, and we have also written to the Fidelity National Bank of Twin Falls, Idaho, regarding the balance in the account of the above Japanese.

As soon as we receive this information we will transmit it to you."

Under date of November 6, 1944 the Secretary of Alaska wrote to this office about the matter, but the letter failed to indicate what procedure Mr. G. K. Yama must follow to make withdrawals from the account. The letter did state, however, that he was advised by the Fidelity National Bank to the effect that there is an account at the bank in the name of George Yama, showing that \$1400.00 was deposited by said George Yama.

Therefore, prepared a letter to the Secretary of Alaska, wherein the office requested, that he advise us as to what procedure Mr. G. K. Yama must follow in order to make withdrawals from the account for his living expenses.

- 15) INTERVIEW:
Mr. Izumi, relative to the Carrollton Hotel-----Consultation.
- 16) INTERVIEW:
G. K. Yama, relative to the shipment of his property from Alaska-----Consultation.
- EVACUEE PROPERTY: This matter was referred over to Mr. Cox, our Evacuee Property Officer.
- 17) INTERVIEW:
Mrs. K. Imamoto-----Consultation.
- 18) INTERVIEW:
Mrs. Waki Hirama-----Consultation.
- 19) INTERVIEW:
Mr. Takaki, relative to the sale of a farm property in Oregon.

EVACUEE PROPERTY: The "Takakis" are now negotiating for the sale of this land for the sum of \$7000.00 through the office of the Evacuee Property Supervisor at Portland. Hana Glenn, formerly Hana Takaki, is one of the interested parties in the sale.

The Evacuee Property Supervisor at Portland advised this office over the telephone, that Hana Glenn's name appears in the record as Hana Glenn Fujiyama; that if Fujiyama is still living he may have a courtesy right in the land and therefore a cloud on the title; and that he would like to know whether or not Hana Glenn was ever divorced from Fujiyama.

Therefore, prepared the following wire to Hana Glenn, who has now relocated to Coeur D Alene, Idaho:

"YOUR NAME APPEARS ON THE TITLE RECORD AS HANA GLENN FUJIYAMA. THEREFORE THERE IS AN APPARENT CLOUD ON THE TITLE BY REASON OF YOUR MARRIAGE TO FUJIYAMA. PLEASE ADVISE US AS TO THE FOLLOWING BY WIRE: WHEN AND WHERE WERE YOU MARRIED TO

FUJIYAMA? WHEN AND WHERE WERE YOU DIVORCED FROM FUJIYAMA? IF YOU HAVE A COPY OF THE FINAL DECREE OF DIVORCE PLEASE FORWARD BY AIR MAIL. WHO WAS YOUR ATTORNEY IN THE CASE? IS FUJIYAMA STILL LIVING? IF YES WHERE DOES FUJIYAMA RESIDE NOW? IN YOUR ANSWER BE SURE TO SUPPLY US WITH EXACT DATES."

Also prepared a wire to the Evacuee Property Supervisor to the following effect, in order to advise him of the action taken by this office:

"RE TELEPHONE CONVERSATION TODAY TAKAKI PROPERTY HANA GLENN LIVES AT COEUR D ALENE, IDAHO. THEREFORE IT BECAME NECESSARY FOR US TO WIRE HER ABOUT THE MATTER."

TUESDAY - November 21, 1944

20) INTERVIEW:

Mrs. Sakuyo Iwami, relative to her deceased husband's bank account.

ESTATE: K. Iwami, husband of Mrs. S. Iwami, passed away at this center on April 7, 1944. He left a savings account in the Washington Mutual Savings Bank at Seattle, Washington, in the sum of \$807.78 as of March 29, 1943.

Under the laws of the State of Washington, Mrs. S. Iwami would be entitled to the entire estate, since no homestead has been claimed in manner provided by law, either prior or subsequent to the death of said K. Iwami and for the reason there being no funeral expenses or expenses of the last sickness unpaid for and said estate being less than \$3000.00 as provided for in Section 1473 in Remington's Revised Statutes of the State of Washington.

This estate is now being probated by the bank's attorney, who is rendering his services to the widow free of charge, except for court costs.

Under date of November 14, 1944 the Bank's attorney advised us to the following effect:

"In order that no time may be lost in procuring a

new license so as to remit funds in the above entitled estate to the widow of the deceased, please be advised that I have this day filed in the Probate Court a petition to have the entire estate withdrawn from administration and set over to the surviving spouse of the deceased, and that the hearing on said petition will be had on the 28th of this month. At that time an order will undoubtedly be entered awarding the entire estate to Sakuyo Iwami."

This savings account was blocked by the order of the Treasury Department. The original license granted by the Federal Reserve Bank of San Francisco, being License No. S.F. 43318, dated August 29, 1944, has expired; so it became necessary to apply for a new one. Therefore, prepared the following:

1. A license application on Form TFE-1 by Sakuyo Iwami, which in part stated:

"Extend the privileges of License No. S.F. 43318, dated August 29, 1944, for the following reason:

The transfer of all moneys now on deposit in the blocked account of K. Iwami, deceased, being savings account No. 17963, in the Washington Mutual Savings Bank, of Seattle, Washington to Mrs. Sakuyo Iwami, the surviving spouse, in the sum of \$807.78, less charges, has been delayed, since said savings bank deemed that it would be necessary, that the estate of K. Iwami, deceased, be probated by the Superior Court of King County, Washington, and then to have the court set aside the aforesaid sums of money to Sakuyo Iwami in lieu of Homestead, as provided for by the Laws of the State of Washington.

This license should be amended, so that the authority to release the sum of \$807.78, less charges including court costs, shall extend to Arthur P. Redman, the administrator for the estate of Kaiichi Iwami, deceased, the said K. Iwami,

as well as the Washington Mutual Savings Bank."

2. A letter to the Federal Reserve Bank of San Francisco, wherein the aforesaid license application in duplicate was transmitted.

WEDNESDAY - November 22, 1944

21) INTERVIEW:

Messrs. S. Sato and K. Inukai, relative to their orchards in Oregon.

EVACUEE PROPERTY: Mr. S. Sato is the owner of an orchard in Hood River, Oregon. At time of evacuation he entered into an agreement with W. H. Miller to have him run the orchard on a partnership basis. Mr. Miller is delinquent on the returns for the 1942 and 1943 season.

Messrs. Sato and Inukai together had another orchard, which was likewise let out to Mr. Miller. Mr. Miller is delinquent on the payments on this orchard also.

Messrs. Inukai and Sato has requested the aid of the Evacuee Property Supervisor at Portland to secure an accounting in full from him.

Under date of November 15, 1944 the Evacuee Property Supervisor advised us to the following effect:

"In reply to your inquiry received in this office a few days ago concerning the audit of the above captioned accounts, we have discussed this matter with Mr. Guille and, in his opinion, it would seem best that the 1944 audit be postponed until such time as the A.G.A. has made complete returns for the 1944 crops. An audit made at this time before the final accounting could not be complete report of the returns from the sale of the crops.

If this meets with the approval of Mr. Sato and Mr. Inukai please authorize us to post-pone the final audit until all returns have been received from the A.G.A."

Prepared a letter to the Evacuee Property Supervisor,

wherein this office advised him, that both Messrs. Sato and Inukai are willing to postpone the 1944 audit until all returns have been returned from the A.G.A. save and except that W. H. Miller must render an accounting in full on both lease agreements as of the end of the 1943 season.

22) EVACUEE PROPERTY (continued from Item 19):

Received the following wire from Hana Glenn in answer to our inquiry:

"MARRIED FUJIYAMA NOVEMBER SEVENTEEN NINETEEN THIRTY THREE CHICAGO ILLINOIS DIVORCED MAY TWENTIETH OR TWENTY FOURTH NINETEEN THIRTY EIGHT PORTLAND OREGON ATTORNEY LEROY LOMAN PORTLAND FORMER NAME GLENN GRANTED BY COURT FUJIYAMA ADDRESS TOKYO JAPAN COPY FINAL DIVORCE IN SAFETY DEPOSIT VAULT PORTLAND."

Prepared the following wire to Mr. C. W. Linville, Evacuee Property Supervisor at Portland, in regard to this wire:

"REGARDING TAKAKI FARM SALE RECEIVED FOLLOWING ANSWER FROM HANA GLENN QUOTE MARRIED FUJIYAMA NOVEMBER SEVENTEEN NINETEEN THIRTY THREE CHICAGO ILLINOIS DIVORCED MAY TWENTIETH OR TWENTY FOURTH NINETEEN THIRTY EIGHT PORTLAND OREGON ATTORNEY LEROY LOMAN PORTLAND FORMER NAME GLENN GRANTED BY COURT FUJIYAMA ADDRESS TOKYO JAPAN COPY FINAL DIVORCE IN SAFETY DEPOSIT VAULT PORTLAND UNQUOTE. IN ADDITION MR. TAKAKI STATED THAT HANA GLENN RECEIVED HER INTEREST IN THE FARM FROM THE FORMER OWNER AS A GIFT AND IT OCCURRED PRIOR TO HER MARRIAGE TO FUJIYAMA. SUGGEST THAT YOU EITHER CONTACT THE ATTORNEY OR THE CLERK OF THE SUPERIOR COURT FOR FINAL DECREE. LEROY LOMAN AS SUGGESTED IN WIRE IS POSSIBLY LEROY LOMAX."

23) INTERVIEW:

Mrs. Waki Hirama, relative to her apartment house.

EVACUEE PROPERTY: Prior to evacuation Mrs. Hirama turned over the operation of her apartment house, known as the "King Apartments", to Sam Christop.

Through the Evacuee Property Supervisor's Office at Portland Mrs. Hirama made arrangements to sell the apartment

furnishings to Sam Christop for the sum of \$750.00. Under date of November 14, 1944 the Evacuee Property Supervisor at Portland advised us to the following effect:

"As you were advised some time ago, we were able to secure a deposit from Christop on his offer to purchase. However, shortly after that time he left town and we have not seen him in approximately a month. We were advised by his attorney, however, that the owner of the building had notified Christop to vacate.

We have refrained from contacting the new owner of the building until Christop's return when we would discuss the matter with him. To date we have not been able to contact Christop, but his attorney advises that he intends to vacate by January 6, 1945.

We called on the new building owner today and discussed the matter of the purchase of the furniture and furnishings with him and he stated positively that the best offer he would make would be \$500.00. We have advised Christop's attorney that it was our intention to retain the deposit of \$100.00 with Christop's offer to purchase - this \$100.00 with the amount the new building owner offers of \$500.00 - would net Mrs. Hiram \$600.00 for her equity.

I am not inclined to believe that we could get the owner of the building to increase his offer, although if we were to start removing the furniture, we might secure a better offer. In this case, however I feel the possibility is quite remote.

It would seem that the time has arrived when Mrs. Hiram must accept the offer of \$500.00 from the owner of the building and the \$100.00 from Christop or the property must be placed in Government warehouse."

Mrs. Hiram requested, that another attempt should be made to secure a better offer for the furnishings in view of the present situation.

To accomodate her, I prepared the following wire:

"REURLET NOVEMBER 14 KING APARTMENT WAKI HIRAMA REQUESTS THAT YOU MAKE ONE MORE ATTEMPT TO SECURE

THE SALE OF THE HOTEL FURNISHINGS FOR \$750.00 CASH NET TO HER. IN ORDER TO DO SO SHE AUTHORIZES YOU TO SAY THAT THE FURNITURE WILL BE PLACED IN GOVERNMENT STORAGE".

THURSDAY - November 23, 1944

24) INTERVIEW:
Mr. R. Nitta-----Consultation.

25) INTERVIEW:
Mr. G. K. Yama, relative to a trip to Twin Falls.

It is necessary for Mr. G. K. Yama to go to Twin Falls to make a deposit in his bank account. This account may be possibly blocked; so, I made arrangements with him to accompany him.

Prepared a pass request for Mr. G. K. Yama.

FRIDAY - November 24, 1944

26) INTERVIEW:
T. Takehara-----Consultation.

27) EVACUEE PROPERTY:

Mr. Hideo Yabuki and Mrs. Kane Saito left a stock book of the Hunts Point Greenhouse Inc., a Washington Incorporation, in our files. Under date of November 19, 1944 they returned to us a receipt covering the stock book, properly signed by them.

Therefore, prepared a letter to them, wherein the office forwarded this stock book "registered mail - return receipt requested".

28) TRIP TO JEROME:

I accompanied Mr. R. Nitta to Jerome, the County Seat, to contact his attorney there relative to a case, which is now pending before the District Court.

SATURDAY - November 25, 1944

29) TRIP TO TWIN FALLS:

BANKING: (continued from Item 25): I accompanied Mr. G. K. Yama to Twin Falls to assist him in depositing a check, which he had received from his attorney-in-fact in Cordova, Alaska, in his account at the Fidelity National Bank of Twin Falls.

The attorney-in-fact, Will Chase, was authorized by the Secretary of Alaska to handle the settlement of Yama's affairs in Alaska. This check in the sum of \$322.09 represents a portion of the proceeds resulting from the sale of certain personal property by Mr. Chase in behalf of Mr. Yama. Mr. Yama's account may be possibly blocked.

MONDAY - November 27, 1944

30) INTERVIEW:

Fumie Toyooka, relative to the taxes on her farm.

EVACUEE PROPERTY: Fumie Toyooka is the owner of approximately 62 acres of farm property in Gresham, Oregon. Sometime ago she received a tax statement from the Sheriff and Tax Collector of Multnomah County; but it was only for a small portion of the farm.

This office had transmitted to the tax collector Toyooka's check covering the tax statement and had requested, that he forward to us a tax statement covering the balance of the farm property.

Accordingly the Sheriff and tax Collector had returned the first tax statement marked "paid" and enclosed a new tax statement for the balance of the property.

I today delivered the first tax statement to Fumie Toyooka, who acknowledged the receipt of same in writing.

Prepared a letter to the Sheriff and Tax Collector of Multnomah County, wherein the office transmitted the new

tax statement, together with the check made by Toyooka in the sum of \$80.39, which check represents the payment of taxes in full on balance of the farm.

31) INTERVIEW:

Mr. Takesaburo Fujino, relative to his report to the Federal Reserve Bank of San Francisco.

FEDERAL RESERVE: Takesaburo Fujino maintains a blocked account in the Fidelity National Bank of Twin Falls. Under Federal Reserve License No. SF 43677 he is required to make a monthly report on Form TFER-1.

To accomodate Mr. Fujino, I prepared the report on TFER-1 in triplicate, which report in part stated:

"As provided for and directed by the aforesaid license, the licensee submits herewith the following report for the second 30-day period:

1. The total amount withdrawn under the license for this period is in the sum of \$50.00, which was spent for clothing, groceries, and kitchen utensils.
2. No moneys in the excess of \$50.00 was received by the licensee from any source whatsoever during this period.
3. The blocked account is maintained in the Fidelity National Bank of Twin Falls under the name of "Takesaburo Fujino or Suma Fujino" at Twin Falls, Idaho.
4. The balance as of the beginning of the report period was in the sum of \$1900.00. The balance as of November 26, 1944, the end of this report period, was in the sum of \$1850.00.

32) INTERVIEW:

Mr. Takesaburo Fujino, relative to his Federal Reserve License application.

FEDERAL RESERVE: Mr. Fujino requested the preparation of a new license application, whereby he will be able to withdraw the sum not to exceed \$200.00 per month from his blocked account in the Fidelity National Bank of Twin Falls to cover his living expenses and that of his immediate family.

To accomodate Mr. Takesaburo Fujino, I prepared the following:

1. The aforesaid license application on Form TFE-1.
2. A letter to the Federal Reserve Bank of San Francisco, wherein the office transmitted the aforesaid license application in duplicate, together with the report on TFER-1 in triplicate, as described in the preceding item.

33) INTERVIEW:

Mr. C. Yabu, relative to two pieces of property purchased from King County, Washington by his son.

EVACUEE PROPERTY: Harry Yabu, the son, is about to go overseas. Mr. Yoshiro Yabu, the brother, is Harry Yabu's attorney-in-fact. Yoshiro Yabu has been recently inducted into the Armed Forces of the United States and his whereabouts is still unknown.

Mr. Yabu is worried about the payments due on the property; for the reason they have failed to receive the statements for November, 1944 covering the purchase of the property on contract.

Therefore, I prepared a letter to the Evacuee Property Supervisor at Seattle so that he will contact the County Treasurer of King County to secure these statements so as the payments can be made.

34) INTERVIEW:

Mr. Ichiro Sakano-----Consultation.

35) INTERVIEW:

S. Sgt. Harry H. Yabu-----Consultation.

TUESDAY - November 28, 1944

36) INTERVIEW:

Mr. Kesamaru, relative to Soldier's Dependency Allotment.

SOLDIER'S DEPENDENCY: I referred him to the Counselor's Office, since it comes within their jurisdiction.

37) INTERVIEW:

Staff Sgt. Harry H. Yabu, relative to his will.

WILL: He is a son of an evacuee residing at this center. He is here at the center on his last furlough prior to his departure for overseas.

He requested, that a will be drawn, wherein all of his property is to be bequeathed to his father, Chiyogusu Yabu.

I accommodated the soldier by preparing this will for him.

Staff Sgt. Yabu declared the same to be his LAST WILL AND TESTAMENT, and signed the same in the presence of Clarence Arai, Kimiko Tanaka, and Thomas F. Arai. The witnesses signed the will in his presence and in the presence of each other at his request.

38) INTERVIEW:

Mr. K. Kanzaki, relative to his social security benefits.

SOCIAL SECURITY: I referred him to the Counselor's Office, as they have charge of such matters.

39) INTERVIEW:

Staff Sgt. Harry H. Yabu, relative to his property.

POWER OF ATTORNEY: Staff Sgt. Harry H. Yabu has several pieces of real property in King County, Washington. Yoshiro Yabu was appointed by the Sgt. as his attorney-in-fact.

Yoshiro Yabu has recently been inducted in the Armed Forces of the United States along with another brother in the family. The Staff Sgt. is scheduled to go overseas.

Since there are no other children in the family, the Staff Sgt. is desirous of having the father appointed as his attorney-in-fact.

Therefore, to accomodate him I prepared the following:

1. A revocation of all powers of attorney heretofore in existence.
2. A general power of attorney in favor of the father.

40) INTERVIEW:

Mr. Seishi Murakami, relative to his report to the Federal Reserve Bank of San Francisco.

FEDERAL RESERVE: Seishi Murakami maintains a blocked account in the Fidelity National Bank of Twin Falls. Under Federal Reserve License No. SF 43678 he is required to make a monthly report on Form TFER-1.

To accommodate Mr. Murakami, I prepared the report on Form TFER-1 in triplicate, which report in part stated:

"As provided for and directed by the aforesaid license, the licensee submits herewith the following report for the second 30-day period:

1. The total amount withdrawn under the license for this period is \$50.00, which was spent for groceries and clothing.
2. No moneys in the excess of \$50.00 was received by the licensee from any source whatsoever.
3. The blocked account is maintained in the Fidelity National Bank of Twin Falls, under the name of "Seishi Murakami" at Twin Falls, Idaho.
4. The balance as of the beginning of the report period was in the sum of \$93.74. The balance as of November 25, 1944, the end of the report period, was in the sum of \$43.74.

41) INTERVIEW:

Mr. Seishi Murakami, relative to his Federal Reserve license application.

FEDERAL RESERVE: Mr. Murakami requested the preparation of a new license application, whereby he will be able to withdraw the sum not to exceed \$200.00 per month from his blocked account in the Fidelity National Bank of Twin Falls to cover his living expenses and that of his immediate family.

To accommodate Mr. Murakami, I prepared the following:

1. The aforesaid license application on Form TFE-1.
2. A letter to the Federal Reserve Bank of San

Francisco, wherein the office transmitted the aforesaid license application in duplicate, together with the report on TFER-1 in triplicate, as described in the preceding item.

42) INTERVIEW:

Mr. C. Yabu-----Consultation.

43) INTERVIEW:

Mr. Minoru Takimoto, relative to a guardianship in connection with Soldier's Insurance.

GUARDIANSHIP: This matter was referred over to Mr. Barrett in order to secure his clearance.

44) WIRE:

Prepared a wire to the Evacuee Property Supervisor at Seattle relative to his telephone request of November 25. The wire is as follows:

"RE YOUR TELEPHONE CONVERSATION OF NOVEMBER 25TH CONCERNING CARROLLTON HOTEL ITOI STATES LEAVE MATTER AS IS AS IT IS NOW TAKEN CARE OF".

45) MEMORANDUM:

In order to insure the use of the car for the Evacuee Property and Legal Aid Departments, I prepared the following memorandum at the request of Mr. H.W. Cox, the Evacuee Property Officer:

"To insure the efficiency of the work of the office an indefinite assignment of a passenger car to the Evacuee Property office is highly essential.

I. The Evacuee Property office requires the same for the following reasons:

1. It is necessary for the Evacuee Property Officer to contact the Eden freight agent nearly every day on outgoing and incoming L.C.L. evacuee property shipments.

2. In case of carload shipments, it is necessary for the Evacuee Property Officer to go to the WRA spur:

For outgoing shipments to securely fasten the typed manifest to the inside wall of the car and to seal the car.

For incoming shipments to break the seal and obtain the manifest which has been tacked on the inside wall by the shipper and then to bring back the manifest to the office where the girls immediately type the delivery sheets.

3. It is necessary for the Evacuee Property Officer to go to Warehouse No. 15, or No. 1, several times a day in connection with the storage and delivery of evacuee property.
4. Since the work of the Evacuee Property Office is becoming more voluminous and more difficult, it is constantly necessary to contact the evacuee clients concerned immediately upon receipt of a teletype, telegram, or a message over the telephone. Such cases must be processed promptly. If the office is to depend upon "memos" sent through the Mails and Files, a deal may be lost for the evacuee client, since it requires at least three days to properly contact the evacuee through that channel.

II. Constant use of a vehicle is not only required by the Legal Aid Department, but also in connection with their work for the Evacuee Property Office. In such cases the Evacuee Property Officer has been providing the necessary transportation for the Evacuee Attorney and the Insurance Counselor.

The use of a vehicle is required in the following cases:

1. To take the Evacuee Attorney and the client concerned to a bank in Twin Falls relative to blocked accounts. The Evacuee Attorney has been closely supervising these cases, so that the requirements of the Treasury Depart-

ment are fully complied with. The banks in town have very little knowledge of such matters and they are very appreciative of the services rendered by Clarence Arai, the Evacuee Attorney.

2. To make arrangements for clients to secure an attorney on the outside, either at Jerome or Twin Falls. In such cases the client selects his or her own attorney. They involve cases, which cannot be handled at the project, but require the services of local attorneys.
3. To take out evacuee clients to contact their attorneys either in Jerome or Twin Falls in connection with suits which are now pending.
4. To bring clients into the office, which requires immediate attention.
5. To contact clients who are temporarily out on a work leave at either Jerome or Twin Falls, when immediate action is required.
6. To take out the Insurance Counselor to contact the funeral parlor in connection with preparation of death claims on insurance policies.
7. To take out the Insurance Counselor, and his clients to a bank in connection with blocked insurance accounts.

The Evacuee Property Officer has been substituting for the Project Attorney in accompanying the Evacuee Attorney in these missions; for the reason the Project Attorney during half of the time is now required to be in Topaz."

WEDNESDAY - November 29, 1944

46) EVACUEE PROPERTY:

Hannah Glenn, Robert S. Takaki, Jewel Takaki, and S. Takaki are joint owners of a farm property in Gresham, Oregon. The sale of this property is now being made through the Evacuee Property Supervisor at Portland for the sum of \$7000.00 net cash, except for the cost of title insurance and revenue stamps for the deed.

Under date of November 22, 1944, the Evacuee Property Supervisor at Portland transmitted to this office the warranty deed covering the sale of the property for signature.

Hannah Glenn has relocated to Coeurdalene, Idaho. So, prepared the following:

1. A separate acknowledgement for Hannah Glenn's signature.
2. A letter to Hannah Glenn, wherein the aforesaid warranty deed was transmitted for signature by her before a notary public. A copy of this letter was forwarded to the Evacuee Property Supervisor at Portland.

47) EVACUEE PROPERTY:

Mr. Frank E. Boyle, the attorney-in-fact for Mr. Itoi, mailed to this office the bank statement for the month of October and the statement of income and disbursements for the month of October covering the operations of the Carrollton Hotel. Mr. S. Itoi is now confined in the St. Luke's Hospital, Boise, Idaho.

Prepared a letter to Mr. S. Itoi, wherein the aforesaid documents were forwarded to Mr. Itoi, together with the receipt covering same for signature.

48) INTERVIEW:

Hatsuko and Ichiro Sakano relative to a collection on a note on a mortgage.

EVACUEE PROPERTY: Prior to evacuation Hatsuye Sakano, the wife of Ichiro Sakano, operated the Sunrise Market in Portland, Oregon. She sold the Sunrise Market to J. Thorsen for the sum of \$1900.00,--\$500.00 cash down and the balance secured by note and chattel mortgage.

The "Sakanos" placed the note and chattel mortgage in the hands of Robert G. Clostermann of Portland, Oregon, an attorney at law, for collection. To date the "Sakanos" have failed to receive an accounting from the attorney, although it is apparent, that he made a collection of at least \$500.00 on the note and chattel mortgage.

The "Sakanos" had written to the attorney about a remittance; but from the answer to the inquiry, it seems, that the attorney is not acquainted with the rules and

regulations of the Foreign Funds Control of the Treasury Department, thereby hesitating in making the remittance to the evacuees.

The "Sakanos" are now desirous of having the Evacuee Property Supervisor at Portland secure for them the remittance on the collections made to date except for the collection fee by the attorney.

Therefore, prepared the following:

1. Copies of communication from said Clostermann to Ichiro Sakano.
2. The request for assistance on Form 153-A by Hatsuko Sakano, in which Ichiro Sakano also joined.
3. The affidavit as to the status of Hatsuko Sakano.
4. The affidavit as to the status of Ichiro Sakano.
5. A letter to the Evacuee Property Supervisor wherein the aforesaid papers were transmitted.

49) INTERVIEW:

Hatsuko and Ichiro Sakano relative to their insurance policies.

EVACUEE PROPERTY: The "Sakanos" also left three insurance policies with Mr. Clostermann. It appears, that Mr. Clostermann has made payments on these three policies from the proceeds of the collection. The "Sakanos" are desirous of having these three insurance policies picked up by the Evacuee Property Supervisor for them.

Therefore, included in the request for assistance, and the letter of transmittal, as described in the preceding item, these three insurance policies, so that the same can be picked up by the Evacuee Property Supervisor, with instructions, that he give credit to the said attorney for any payments made on the insurance policies.

50) INTERVIEW:

Mrs. Kuyo Imamoto relative to a divorce.

DIVORCE: Mrs. Imamoto is desirous of bringing a divorce action against Jusaku Imamoto. On or about May 29, 1944

they secured a marriage license from the Recorder of the County of Twin Falls; but they failed to have a ceremony, whereby the rites of matrimony were solemnized. Under the laws of the State of Idaho they are married notwithstanding this omission, since this state recognizes Common Law Marriages.

This case has been cleared through the office of the Counselor, and the Project Attorney has authorized me to take her to Jerome to contact an attorney of her own selection.

Therefore, I made arrangements with her to contact her attorney and prepared a pass request to take her out on Thursday afternoon. Also prepared a "Client's Statement" for her to sign.

THURSDAY - November 30, 1944

51) INTERVIEW:
Mrs. Hatsuye Fukuda-----Consultation.

52) INTERVIEW:
Mr. Chiyogusu Yabu, relative to his son's property.

EVACUEE PROPERTY (continued from Item 39): The Evacuee Property Supervisor's office at Seattle is now looking after the affairs of Staff Sgt. Harry H. Yabu relative to a small farm in Seattle, which has been leased to Martin Rico and Jose Tejana.

Therefore, to correct the files prepared the following:

1. The request for assistance on Form 153-A by Chiyogusu Yabu, as attorney-in-fact for Harry H. Yabu.
2. The affidavit as to the status of Chiyogusu Yabu.
3. A letter to the Evacuee Property Supervisor at Seattle, wherein the aforesaid documents were transmitted, along with a copy of the General Power of Attorney and the Revocation of Powers of Attorney with instructions, that the Revocation of Powers of Attorney should be recorded with the King County Auditor's Office. A check in the sum of \$2.00 was enclosed for the purpose of this recording.

53) INTERVIEW:

Mrs. Kuyo Imamoto.

She today signed the "client's statement", which was prepared by this office.

54) TRIP TO JEROME:

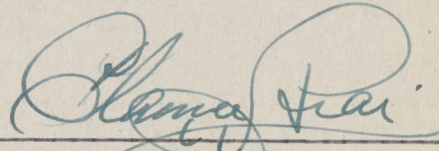
I today accompanied Kuyo Imamoto to Jerome to contact her attorney Mr. Wayne Barclay relative to a divorce action.

55) MEMOS:

For the last two weeks prepared 18 memos.

56) ATTACHMENT:

Annexed to this report you will find the latest Idaho Supreme Court decision on the question of "residence". This was taken from an Advanced Sheet Service by Carl C. Kitchen, Legal Publisher.



Clarence T. Arai

IN THE SUPREME COURT OF THE STATE OF IDAHO
No. 7108

CHARLES T. HAWKINS,)	
Plaintiff,)	
vs.)	Boise, January Term,
CHARLES E. WINSTEAD, one of the Judges of)	1943
the District Court of the Third Judicial)	Filed June 22, 1943
District of the State of Idaho, in and for)	Clay Koelsch, Clerk.
the County of Ada,)	
Defendant.)	

Application for peremptory writ of mandate. GRANTED.

Harry Keyser, attorney for plaintiff.

Bert H. Miller, Attorney General of Idaho and J. F. Martin, attorneys for defendant.

HOLDEN, C.J.

This is an application for a writ of mandate to require and direct Hon. Charles E. Winstead, one of the Judges of the District Court of the Third Judicial District of the State of Idaho in and for Ada County, to take jurisdiction of the divorce suit of Hawkins v. Hawkins, commenced in said district court by the applicant herein against his wife, Laura Hawkins, August 24, 1942. An alternative writ issued to which the defendant answered denying jurisdiction on the ground applicant was not a resident of the State of Idaho at the time he filed his complaint.

The facts appear to be substantially as follows: That May 22, 1941, applicant, while a private in the United States Army, stationed at Langley Field, Virginia, married; that immediately thereafter he was transferred to Westover Field, Massachusetts, and in January, 1942, was again transferred and assigned to the air base at Gowen Field, near Boise, in Ada County, Idaho; that shortly after being transferred to Gowen Field applicant was granted permission by his commanding officer to live in Boise, pursuant to which he rented a room in Boise, made his home and lived there and off the Gowen Field Base, reporting for duty at Gowen Field as required; that applicant decided to make Boise his future home to return to whenever he should be discharged from and his services no longer required in the Army; that with that bona fide purpose and intent, applicant registered in the City of Boise as a voter and elector; that following the filing of the complaint in divorce, as aforesaid, summons issued; that pursuant to an appropriate order therefor, summons was served by publication and that defendant Laura Hawkins was, and is, in default; that in the divorce suit applicant submitted proof in support of this complaint and rested

whereupon defendant judge being in doubt as to whether a person serving in the armed forces of the United States (as was and is the applicant herein) could establish a new resident while so serving his country, reserved the matter of passing on that question; that thereafter, to-wit, October 23, 1942, the defendant judge entered an order in effect holding that a person could not, while serving in the armed forces, establish a new residence, and, therefore, that the court was without jurisdiction, and on that ground denied the divorce.

Section 5 of Article VI, of the Constitution of the State of Idaho provides:

"(Sec. 5.) Residence for voting purposes not lost or gained. --For the purpose of voting, no person shall be deemed to have gained or lost a residence by reason of his presence or absence while employed in the service of this state, or of the United States, nor while engaged in the navigation of the waters of this state or of the United States, nor while a student of any institution of learning, nor while kept at any alms house or other asylum at the public expense." (Immediately following statehood the legislature adopted this section, without any change, now Sec. 33-403, I.C.A.)

Section 31-701, I.C.A., as amended by Chap. 94, S. L. 1937, p. 132, provides:

"Section 1. That Section 31-701, Idaho Code Annotated, be and the same is hereby amended to read as follows:

"31-701. Residence Required by Plaintiff.--A divorce must not be granted unless the plaintiff has been a resident of the state for * * six full weeks next preceding the commencement of the action."

If service in the armed forces of the United States is not in and of itself, under Section 5, supra, a bar to establishing a new residence, then and in such case, under Section 31-701, supra, residence, in this state "for six full weeks next preceding the commencement of the (divorce) action" is sufficient. Therefore, we address ourselves to the consideration of Section 5, supra.

First: It will have been noted that Section 5, supra, goes solely and only to the matter of gaining or losing residence for voting purposes, not to the matter of establishing a new residence for the purpose of prosecuting a suit for divorce. Secondly: Can the Courts, absent both constitutional and statutory law (Sec. 33-403, I.C.A., being identically like Sec. 5, supra), concerning the matter of establishing a new residence for the purpose of prosecuting a suit for divorce, enact that service in the United States Army shall constitute a bar to the establishment of such new residence? Of course not. There being, then, neither a con-

stitutional nor statutory bar to establishing a new residence while serving in the armed forces of the United States, it follows that applicant could establish a new residence in the State of Idaho while serving in the United States Army. In support of this view, we direct attention to the very recent case of *Gipson v. Gipson* (Supreme Court of Florida, on banc) 10 SO. (2d) 82, where that court held:

"To effect a change of domicile there must be a removal and an intent. That the former is accomplished because of the performance of duty (as in true of the applicant herein), by one in the Service of his country is immaterial where, as in the instant case, the latter is established. In such circumstances the rule that there must be concurrence of factum and animus is satisfied."

And in *Kankelborg v. Kankelborg* (Sup. Ct. of Washington) 90 P. (2d) 1018, 1019, that court held:

"The domicile of a soldier or sailor in the military or naval service of his country generally remains unchanged, domicile being neither gained nor lost by being temporarily stationed in the line of duty at a particular place, even for a period of years. A new domicile may, however, be acquired if both fact and intent concur.

"An officer or a private may acquire a domicile outside his military or naval station, the fact of change being established by independent evidence."

To the same effect 19 C.J. 418; 28 C.J.S., Sec. 12, p. 26; *Ex Parte White*, 228 Fed. 88; *Wood v. Fitzgerald*, 3 Ore. 568; *Johnston v. Benton* (Cal. App.) 239 P. 60.

But it is insisted that under the rule announced by this court in *Powell v. Spackman*, 7 Ida. 692, 65 P. 503, applicant could not establish a new residence while serving in the United States Army and thus give the court jurisdiction of his divorce suit. The question presented in that case was:

"Can this residence (referring to voting residence) be acquired by a person who is an inmate of an almshouse or of an asylum kept at public expense, while residing in such almshouse or asylum? * * *

"It will be seen that the specific inquiry here is whether a resident of some county other than Ada County can take up his abode in the soldiers' home, in soldiers' home precinct, in Ada County, intending to make that his home permanently, and with the intention of abandoning his former residence, and by continuous presence in said soldiers' home for thirty day

(he having been in the state six months prior thereto), acquire the right to vote in said precinct. The stipulation of facts in this case shows that the votes in question were cast by inmates of the soldiers' home, who, 'during all the time of their residence in Ada County, . . . were maintained in the said soldiers' home at the public expense.' With all due deference to the inmates of the said soldiers' home, there can be no question but what it is an 'asylum' maintained 'at the public expense.' * * *

"In *People v. Hagan* the question arose whether an inmate of a hospital, who performed certain labor there, was 'kept at the public expense.' The court, *inter alia*, said: 'The question, then, is, was the relator "kept" (that is, supported--*Silvey v. Lindsay*, 107 N.Y. 60, 13 N.E. 446) in the hospital? If so, he neither gained nor lost a residence by reason of his presence there while being so kept or supported . . . But, if he was simply an inmate of the hospital under a bare license--that is, with mere permission to use it as an asylum--then, clearly, he could not gain a residence there while enjoying the maintenance it afforded him. . . It was, in part, at least, to prevent such institutions from being utilized for political purposes, that this provision of the constitution was adopted.'"

The court then held:

"A constitutional provision which provides that 'for the purpose of voting, no person shall be deemed to have gained or lost a residence by reason of his presence or absence. . . while kept at any almshouse or other asylum at public expense,' 'preserves the voting status of the inmates of a soldiers' home at the time of their entry thereto, and such inmates cannot acquire, by reason of their presence in such soldiers' home, and while kept at public expense, the right to vote in the county and precinct in which such institution is located.'"

It will be noted the decision in *Powell v. Spackman*, supra, was rested primarily on two propositions: 1. That the soldiers' home was an almshouse; next, that Sec. 5, supra, was adopted to keep such institutions--almshouses and soldiers' homes-- from being used for political purposes. Therefore, it is at once clear the question presented in the case at bar was not presented in *Powell v. Spackman*. Furthermore, if *Powell v. Spackman*, supra, is subject to the construction placed upon it by defendant, who, however, does not contend the decision was right, then the decision of this court in that case was wrong and ought to be, and hereby is, reversed. The decision was wrong in that it placed veterans living at the Soldiers' Home on a level with paupers living in an almshouse.

Such veterans were not, and the veterans now living at the Soldiers' Home, are not, paupers, and we refuse to brand them as such. Not only did Powell v. Spackman do that, but it also disfranchised the brave veterans then living there who had offered their lives for their country, and if adhered to in this case would disfranchise the valiant veterans now living in the Soldiers' Home, who likewise offered their lives for their country.

It is further contended Reubelmann v. Reubelmann, 38 Ida. 159, 220 P. 404, supports the proposition that a person cannot establish a new residence in this state for the purpose of prosecuting a suit for divorce while serving in the United States Army. It appears Mary E. Reubelmann commenced a suit for divorce in Pocatello in Bannock County, against her husband, Louis Reubelmann; that she had lived with her husband in Pocatello from 1887 to November 1919; that in November, 1919, she went to California where she remained until February, 1920; that her husband, Louis Reubelmann, contended she had lost her residence in the State of Idaho by going to California and remaining without the state for the period above stated. The court, in passing upon that contention, said this:

"The only question about this point (going to and remaining in California) is whether respondent (Mary E. Reubelmann), by going to California in November, 1919, and remaining there almost all the time up to February, 1920, lost her legal residence in Idaho. We think she did not. It is shown that appellant went to California immediately after respondent went and that for about two months after their arrival there they lived together as husband and wife. He returned to Idaho in January, 1920, while she remained in California until October, 1920, when she returned to Idaho for about ten days. She then went back to California and remained until February, 1921, when she returned to Pocatello and began this action for divorce. No special reason is assigned for her stay in California, but the record shows her to have been in a nervous condition, which might have necessitated the move. There is nothing whatever in the record to suggest her lack of residence in Idaho at the time this action began except the fact, that, after more than thirty years of continuous residence in this state, she was actually without the state for the period stated."

Upon that state of facts this court held (we quote from paragraph three of the headnotes, which accurately states the holding of the court):

"The temporary absence from this state of one domiciled here will not be held a change of residence, unless the factum of residence elsewhere be added the animus manendi, for a domicile, having once been acquired, continues until a new one is actually acquired animo et facto."

It is apparent the court was not called upon in *Reubelmann v. Reubelmann*, supra, to interpret Sec. 5, supra, nor to determine whether a person could establish a new residence in the state of Idaho for the purpose of prosecuting a suit for divorce while serving in the United States Army. Hence *Reubelmann v. Reubelmann* is not in point here.

We conclude appellant could establish a new residence in Ada County, Idaho, and, therefore, that the district court in and for that county has jurisdiction of the *Hawkins v. Hawkins*. Peremptory writ must issue and it is so ordered.

Dunlap, J. concurs.

GIVENS, J., concurring.

I concur with Holden, C. J., except as to *Powell v. Spackman*, 7 Idaho. 692, 65 P. 503. That case not being in point, it is unnecessary to discuss it.

AILSHIE, J. (Dissenting)

The only question involved in this case is: Did the plaintiff, Charles T. Hawkins, submit sufficient proof to the district Court to show that he had established a residence in the state of Idaho, within the intent and meaning of the statute, sec. 31-701, I.C.A.?

The action was commenced by plaintiff in the district court for Ada County against his wife, Laura Hawkins, for a divorce. The court found that:

"According to the pleadings and the proof the parties were married at Columbia, South Carolina, May 22, 1941, while plaintiff was a private in the United States Army and stationed at Langley Field in Virginia. Immediately thereafter plaintiff was transferred to Westover Field, Massachusetts, and then in January, 1942, was transferred and assigned to the air base at Gowen Field, Idaho. The complaint herein was filed in this court on August 24, 1942, after which plaintiff was again transferred and assigned to Almagordo Field, New Mexico, where he is now stationed. At the hearing plaintiff appeared in court under furlough or grant of leave for the purpose of his case.

". . .under the undisputed evidence, plaintiff changed his place of residence from Langley Field, Virginia to Westover Field Massachusetts, and then to Gowen Field, Idaho, not

voluntarily but under military orders. His personal desires and wishes were not consulted. He was sent here for a temporary and special purpose, for further training in the air service of the United States Army.

"If the term 'residence' under our divorce statutes means domicile and a change of domicile can only be made by compliance with the rule announced in the Reubelmann case, (36 Ida. 159) supra, this plaintiff has not established a legal residence in Idaho for divorce purposes, and this court has no jurisdiction of this suit."

The court accordingly dismissed plaintiff's action.

It further appears "that shortly after reporting to said Gowen Field, he (plaintiff) was granted permission by his commanding officer at said base to live down town in Boise for several months, during which time he rented a room in Boise, made his home there and lived there and off the Gowen Field base, reporting for duty at Gowen Field as required".

Plaintiff and Laura Hawkins were married at Columbia, S. C., May 22, 1941, while plaintiff was a private in the United States Army stationed at Langley Field, Virginia. It does not appear where, when or how, if at all, he established a marital or matrimonial residence; not does it appear where he claimed his legal residence at the time of his marriage. It is clear, however, that he was not then a resident of Idaho and did not come into the state until January, 1942. Plaintiff has made no effort to show his place of legal residence prior to coming to Idaho, but simply says that after arriving here and obtaining permission to live down town, "he decided to make Boise his then present, and future home."

It is well established, that one who has a fixed residence may and does retain that residence until such time as he makes up his mind to, and does, establish a bona fide residence elsewhere. Reubelmann v. Reubelmann, 38 Idah. 159 at 163-4, 220 P. 404; Kankelberg v. Kankelberg, (Wash.) 90 P. (2d) 1018. Everyone has a legal residence somewhere (Keezer, Marriage and Divorce, 2d Ed., sec. 445, p. 324; and it remains at the one place until changed to another.

It is clear that plaintiff did not voluntarily come to Idaho, nor did he come with any preconceived intent of establishing a home here. On the contrary, it requires no strain on the faculty of assumption to believe, that, having arrived in Idaho under military orders and having found after arriving that he was in a state where only six weeks residence is required for divorce purposes, he concluded that this would be an opportune time and favorable place to obtain a divorce from the girl he married, possibly hastily, down in South Carolina, where they do not grant

divorce for any cause. (Art. 17, sec. 3, S. C. Const.) Were it not for the fact, that during all this time his residence or whereabouts was subject to military orders and, in that respect, he had no freedom of choosing either a temporary or permanent residence, the circumstances otherwise appearing might justify the inference of change of residence.

It would perhaps be too severe to say that, under no circumstances, can intentional bona fide change of residence be made by a soldier or sailor while subject to instant change to another post in a different state; but it seems clear that the circumstances of the particular service and situs thereof must have controlling consideration. (Gallagher v. Gallagher, (Tex. Civ. App.) 214 S. W. 516.)

Courts and text writers have given this subject some consideration, where the issue as to residence for various purposes arose. The circumstances of this case seem to justify a few excerpts from some of the authorities.

2 Bishop on Marriage, Divorce and Separation, sec. 88 says:

"Domicil is the place in which, both in fact and intent, the home of a person is established, without any purpose to return to a former home; the place where he lives, in distinction from that where he transacts his business; the place where he chooses to abide, in distinction from that in which he may be for a temporary purpose; the place he has chosen, in distinction from one to which he may be exiled or sent a prisoner, or being in the government service, to which he is ordered; if he is entitled in law to elect where to reside, it is the place which he has himself selected, in distinction from any which another may have selected for him; if an infant or a married woman, it is the place where the husband or father has ordained, in distinction from that of the person's own choice; it is ordinarily, in the case of the wife, the place where the husband has his domicil; every individual has a domicil; no person has more domicils than once; it is the place which the fact and intent, combining with each other and with the law, gravitate to and centre in as a home."

In ex parte White, 228 Fed. 88,90, a taxation case, Judge Aldrich of the U.S. Federal Court says:

"The general proposition that the presence of the army in a particular locality is not of its own volition, and is presumably only temporary, is probably subject to qualification that actual residence of members of the army in a given

locality may be of such a fixed and permanent character as to exclude altogether the idea of domicile or residence in any other locality, and to the further qualification that, though one in the military service is subject to the orders of superior officers, the circumstances may be such that he remains so far sui juris, as to matters not involved in his military duties, that he may, if he so desires, change his domicile and establish it at any place he sees fit. Thus it is apparent that there is no hard and fast rule governing all cases.

"Assuming the proposition that a member of the army may change his domicile, if not inconsistent with the military situation, to be one based upon reason, and established by the authorities, it still remains that the intention to change must be clear, and must be associated with something fixed and established as indicating such a purpose, and the circumstances in this case are against such an idea." (*Italics inserted*)

In the comparatively recent case of *Sweeney v. District of Columbia* (a tax case), 113 Fed. 2d 25, 129 A.L.R. 1370, Mr. Justice Rutledge, now of the Supreme Court of the United States, discussed the question of residence, domicile, and change of residence in a tax case, and among other things said:

"The considerations which we have held controlling require that evidence of intention to change be clear and unequivocal, whether its effect be waiver of privilege or to overcome a presumption. The evidence here was not unequivocal."

The annotations to the *Sweeney* case are illuminating and cover the cases on the subject quite fully. As stated by Justice Rutledge, the rule which relieves a party from domiciliary taxation in one jurisdiction, necessarily subjects him to it in the jurisdiction of his legal residence. The same principle would apply in a divorce action.

In the case of *Harris v. Harris*, 215 N.W. 561, the supreme court of Iowa had under consideration the question of residence in a divorce case, wherein the plaintiff was an officer in the United States Army. The court gave the subject very exhaustive consideration and stated, inter alia, as follows:

"An officer may ask for a post and may, on his application, be assigned to it, but this is entirely in the will of his superior officer and the choice is not in the power of the applicant. Nor does an officer, under martial discipline, when detailed for special duty in a certain place, acquire a

domicile there, although he may take his family there (Knowlton v. Knowlton, supra; Remey v. Board of Equalization, 80 Iowa, 470, 45 N.W. 899), and a person who enters the army of another country gets no domicile in the country whose army he joins (Ex parte Cunningham, 13 L.R.Q.B.D. 418). Therefore a person under such circumstances cannot, in any proper sense of the term, have a residence any where other than the home he has left, since he has no choice as to where he goes, the time he can remain, or when he shall return. To gain either an actual or legal residence there is, of necessity, involved at least the exercise of colition in its selection, and this cannot be affirmed of the residence of either a soldier or sailor in active service."

In deciding the issue before us, the wives, mothers, and girls back home must not be wholly forgotten. They are doing their part in the war effort as diligently and courageously as are the boys who have been called to arms. It is too much of a strain on human credulity, to believe that a soldier under military order, moving from one military reservation to another, may mentally change his matrimonial domicile in a six weeks stay at or in calling distance of his military headquarters;--moving so fast he is subject to orders from at least four different military posts in as many different states in 15 months. Under such circumstances, how is the girl he married on the other side of the continent, now perhaps carrying his unborn offspring, going to keep informed as to his mental reservation and change of residence at one (Or which one?) of these several minitary bases? It requires two people to contract matrimony and the girls who marry soldier boys do not kidnap or coerce these boys; they go about it usually in good faith and connubial devotion; and, after the ceremony and her soldier boy is gone and has no home to invite her to, she has but slight chance of changing her mind or domicile, to either be with him or in a home provided by him for her; nor can she chase across a continent to establish a domicile for herself.

The facts and circumstances of the case controvert and disprove the individual personal declaration of intention to establish a bona fide residence here in Idaho, as distinguished from an enforced military encampment for training in the government's armed war service. How can an intention to become a resident of a given municipality or state be more than a wish or hope, when it may be brushed aside any moment by a military order to move on to another state or a foreign country? How is the girl who plighted her vows to be the soldier's wife going to know about these sudden changes of matrimonial domiciliary intentions? Is she going to become a mind reader to fathom the intention of her husband after he has, by

force of military orders, moved on to discharge his patriotic duties elsewhere?

The necessity of proofs as against presumption in such cases as this is well and sensibly stated by the Texas court in *Gallagher v. Gallagher*, 214 S.W. 516 at 518, as follows:

"Ordinarily, it is a presumption of law that where a person actually lives in his domicile, such presumption of course being rebuttable; but no such presumption could arise in the case of a soldier in active service, who has no choice of domicile, but must ordinarily cling to his domicile of origin. Ordinarily, an act of removal might be sufficient to fix a domicile, but that is because the removal is voluntarily made, which could not occur in the case of a soldier in active service. It follows that the removal of the latter to a place and his residence there for years would not offer any probative evidence to corroborate evidence as to an intention to make the place his home, but it would be necessary to obtain other corroborative facts of intention."

The framers of the constitution took precaution to protect both parties (husband and wife) in the exercise of their franchise rights, by providing: (Art. 6, sec. 5 Const.)

"For the purpose of voting, no person shall be deemed to have gained or lost a residence by reason of his presence or absence while employed in the services of this state, or of the United States, nor while engaged in the navigation of the waters of this state or of the United States. . . ."

It is unbelievable that the framers of the constitution would be more solicitous about safeguarding the citizens' right of suffrage than they were to protect the Family domicile, the social unit on which the state must rest for its sovereignty and well-being. Moreover, this provision of the constitution was a grant and not a limitation of rights and privileges. The Congress has carried the principle of this constitutional provision into a Federal legislative act providing that "For the purposes of taxation in respect of any person, or of his property, . . . such person (soldiers, sailors, etc.) shall not be deemed to have lost a residence or domicile in any State . . . or to have acquired a residence or domicile in, or to have become a resident in or a resident of, any other State, . . ." (Italics supplied) (Sec. 514, "Soldiers and Sailors Civil Relief Act, Amendments of 1942"; Act of Oct. 6, 1942, U.S. Code Cong. Service, '42, No. 9, p. 1214). If he cannot lose or acquire a residence for voting purposes, and his property can not be taxed in any place except where he lived when he entered the armed services of the United States, how is he going to lose or

acquire his domicile during the same time for the purpose of severing his matrimonial contract?

I am unable to see how in what manner the case of Powell v. Spackman, 7 Ida. 692, 65 P. 503, has any bearing on our present problem. This case in no way involves the status of a resident of the Soldiers' Home; and I fail to discover any good reason for either overruling or approving that case, or criticising our predecessors who decided the case.

I conclude that, under the facts as they appear on the record before us, plaintiff failed to establish the necessary jurisdictional fact of residence.

The writ should be quashed.

BUDGE, J., Dissenting.

I concur with Mr. Justice Ailshie. However, I wish to be understood as not being in accord with the majority opinion in Powell v. Spackman, 7 Idaho 692, 65 P. 503. The minority opinion written by the late Chief Justice Sullivan expresses my views in that case.

Minidoka Relocation Center
Legal Division
December 15, 1944

M E M O R A N D U M

TO: Mr. Frank S. Barrett
Project Attorney

FROM: Clarence T. Arai, Evacuee Attorney
Legal Division

SUBJECT: Bi-monthly report - December 1, 1944 to
December 15, 1944 inclusive.

The undersigned submits herewith the following report:

FRIDAY - December 1, 1944

1) MEMO:

Prepared the bi-monthly report covering November 15, 1944 to November 30, 1944 inclusive which consists of 26 pages and an attachment which consists of 12 pages.

2) INTERVIEW:

Mr. Seikichi Takase, relative to a claim for refund.

TAX REFUND: Mr. Takase is owner of shares of stock in the Radio Corporation of America. Under date of June 13, 1944, the Radio Corporation transmitted to Mr. Takase two dividend checks. It so happened, that taxes were withheld from one of the dividend checks and had been paid to the Collector of Internal Revenue, New York City.

Mr. Takase is seeking a refund of the taxes in the sum of \$7.20, which had been deducted by the Radio Corporation because of the payment of this tax.

Therefore, prepared the following:

1. A claim for refund on Form 843.
2. A letter to the Collector of Internal Revenue of New York City, wherein this claim for refund was transmitted.

3) INTERVIEW:

Mr. George K. Ito, relative to a Federal Reserve License-----Consultation.

4) ESTATE WITHOUT PROBATE:

Tohei Nakazaki passed away in this center on December 17, 1943. Tohei Nakazaki's estate consists of some belongings of little value, his passport, family records, life insurance policy, two war savings bonds for \$50.00 each and \$94.42 in cash. The two war savings bonds of \$50.00 each are payable on demand to Sueo Tokunaga of Chinook, Montana. The widow now resides at the Colorado River Relocation Center, Poston, Arizona. The son Tsutomu Tony Nakazaki has now relocated from the Colorado River Relocation Center to Cleveland, Ohio.

To process the case I had prepared the necessary papers in order to release the personal property to the widow. These papers were approved by Mr. Frank Barrett, our Project Attorney, and then forwarded to Mr. Scott Rowley, the Project Attorney of the Colorado River Relocation Center, Poston, Arizona, for execution by the widow and the son.

Under date of November 23, 1944, the Project Attorney of the Colorado River Relocation Center returned these papers properly signed and notarized.

In order to release the property of the estate for delivery to the widow, I prepared a memorandum to Mr. Frank Barrett, wherein I suggested a procedure to follow.

SATURDAY - December 2, 1944

5) INTERVIEW:

Mr. Tamuro Miura, relative to the Magnolia Apartments.

EVACUEE PROPERTY: Under date of November 25, 1944 Mr. C. W. Linville of our Portland Office advised us, that Mr. Bernard Flynn has expressed a desire to purchase the furniture and furnishings together with the assignment of the lease of the Magnolia Apartments.

I discussed the matter with Mr. Miura, the owner of the apartments, relative to this letter. He was not interested in the offer.

Therefore, prepared a letter to the Evacuee Property Supervisor at Portland, wherein the office advised him to this effect.

6) TRIP TO JEROME:

I accompanied Mrs. Kuyo Imamoto to contact her attorney, Mr. Wayne Barclay.

I checked the summons and complaint for Mrs. Imamoto. Mrs. Imamoto signed the complaint and had the same verified.

MONDAY - December 4, 1944

7) INTERVIEW:

Mrs. Bertha Noji, relative to the sale of a greenhouse.

EVACUEE PROPERTY: Just prior to evacuation the "Nojis" sold their greenhouse property in Puyallup Valley, Washington to the "Harmons" for the sum of \$4500.00 on a real estate contract, \$1500.00 cash down and the balance to be paid within a certain period.

The "Harmons" wrote to the evacuees that they are desirous of settling the balance in the sum of \$3000.00 for \$1500.00 cash.

The "Nojis" felt that the offer was too small, and requested of the Evacuee Property Supervisor at Seattle to settle the same for \$2500.00 cash. The "Harmons" finally offered to settle for \$2000.00 cash, which was declined by the "Nojis".

Under date of November 24, 1944, the Evacuee Property Supervisor at Seattle advised us to the following effect:

"The Harmons were notified that the Nojis declined to accept the \$2,000.00 cash offer and that the case was closed so far as they were concerned.

Just recently the Harmons contacted this office, stating that they would like to have us notify the Nojis that they probably would move off the premises on January 1, 1945. Their reason for this move is that to continue operating the greenhouse property, it would be necessary for them to expend considerable money to repair the small boiler and to install many new supports to the roofs of the greenhouses, and other repairs that are mandatory if the plant is to operate during the coming season.

The Harmons have paid their interest up to January 1,

1945 and at the time of the expiration of that interest they feel that they will be forced to leave, provided they cannot purchase the property outright on the terms stated in our letter of October 16th to you. They feel that they should give the Nojis fair warning of their intentions."

I today explained the contents of this letter to Mrs. Noji, who promised to answer by this afternoon.

8) INTERVIEW:

Mrs. Waki Hirama, relative to her apartment house.

EVACUEE PROPERTY: Prior to evacuation Mrs. Hirama turned over the operation of her apartment house, known as the "King Apartments", to Sam Christop.

Through the Evacuee Property Supervisor's office at Portland Mrs. Hirama made arrangements to sell the apartment house furniture to Sam Christop for the sum of \$750.00 cash, and the necessary papers relative to the sale were prepared by this office and then forwarded to the Portland office.

Under date of November 14, 1944 the Evacuee Property Supervisor at Portland advised us to the following effect:

"As you were advised some time ago, we were able to secure a deposit from Christop on his offer to purchase. However, shortly after that time he left town and we have not seen him in approximately a month. We were advised by his attorney, however, that the owner of the building had notified Christop to vacate.

We have refrained from contacting the new owner of the building until Christop's return when we would discuss the matter with him. To date we have not been able to contact Christop, but his attorney advises that he intends to vacate by January 6, 1945.

We called on the new building owner today and discussed the matter of the purchase of the furniture and furnishings with him and he stated positively that the best offer he would make would be \$500.00. We have advised Christop's attorney that it was our intention to retain the deposit of \$100.00 with

Christop's offer to purchase - this \$100.00 with the amount the new building owner offers of \$500.00 - would net Mrs. Hiram \$600.00 for her equity.

I am not inclined to believe that we could get the owner of the building to increase his offer, although if we were to start removing the furniture, we might secure a better offer. In this case, however I feel the possibility is quite remote.

It would seem that the time has arrived when Mrs. Hiram must accept the offer of \$500.00 from the owner of the building and the \$100.00 from Christop or the property must be placed in Government warehouse."

In answer to this letter we wired as follows:

"REURLET NOVEMBER 14 KING APARTMENT WAKI HIRAMA REQUESTS THAT YOU MAKE ONE MORE ATTEMPT TO SECURE THE SALE OF THE HOTEL FURNISHINGS FOR \$750.00 CASH NET TO HER. IN ORDER TO DO SO SHE AUTHORIZES YOU TO SAY THAT THE FURNITURE WILL BE PLACED IN GOVERNMENT STORAGE".

On December 2, 1944, the Evacuee Property Supervisor advised us over the telephone, that the new building owner is now offering to buy the furnishings for \$600.00 net cash; and that with Christop's forfeiture of \$100.00, it will net Mrs. Hiram \$700.00 cash.

I discussed this matter with Mrs. Hiram and she requested, that we wire to the following effect:

"REGARDING TELEPHONE CONVERSATION OF THE SECOND. KING APARTMENTS. WAKI HIRAMA AUTHORIZES THE SALE OF FURNISHINGS TO NEW BUILDING OWNER FOR SIX HUNDRED DOLLARS CASH NET TO HER UPON FURTHER UNDERSTANDING SHE IS TO REALIZE ONE HUNDRED DOLLARS ADDITIONAL THROUGH CHRISTOP'S FORFEITURE, THEREBY NETTING HIRAMA TOTAL SUM OF SEVEN HUNDRED DOLLARS NET CASH. BE SURE WAKI HIRAMA IS FULLY PROTECTED ON CHRISTOP'S FORFEITURE OF DOWN PAYMENT."

This wire was countersigned by Waki Hiram.

9) INTERVIEW:

Mr. G. K. Yama-----Consultation.

- 10) INTERVIEW:
Mr. Kentaro Noji-----Consultation.

- 11) FEDERAL RESERVE:

This office received the following letter from the Washington Mutual Savings Bank under date of November 28, 1944:

"Our Superior Court has this day entered an Order setting over to Sakuyo Iwami, the widow of Kaiichi Iwami, the Savings Account in the name of the deceased here in the Bank amounting to \$807.78, which amount, less the sum of \$5.00 expended for filing Petition for Letters of Administration, we shall be glad to forward to Mrs. Iwami upon receipt of license authorizing us so to do."

On November 21 this office had prepared a Federal Reserve License covering the transfer of the aforesaid moneys to Sakuyo Iwami and was accordingly forwarded to the Federal Reserve Bank of San Francisco.

Therefore, prepared a memo to Mrs. Sakuyo Iwami, as to whether or not she has received a copy of said license.

TUESDAY - December 5, 1944

- 12) INTERVIEW:
Mrs. Hatsuye Yamauchi-----Consultation.

- 13) INTERVIEW:
Mr. M. Aono, relative to sale of a greenhouse.

EVACUEE PROPERTY: Mr. Aono formerly operated a greenhouse at Gresham, Oregon. The premises upon which the greenhouse was located was rented from Mr. Lescher.

Sometime ago Mr. Aono had requested the assistance of the Evacuee Property Supervisor at Portland to sell all of his equipment at the greenhouse property.

Among the property requested to be sold was the greenhouse, which Mr. Aono had built on Mr. Lescher's property without any agreement concerning its removal at the expiration of the tenancy.

Under date of November 28, 1944 the Evacuee Property Supervisor advised us to the following effect:

"Mr. Lescher agrees that if the greenhouse can be sold the proceeds of the sale should be divided equally between himself and Mr. Aono. If this meets with Mr. Aono's approval, it would be our suggestion that he furnish this office with a post-office money order in the sum of \$5.00 to pay the cost of running an advertisement in the Sunday Oregonian, offering the property for sale. Any unpended portion of this sum remaining would be returned to Mr. Aono.

It seems probable that this would be about the only way we can find a buyer interested in the purchase of this small greenhouse, as person to person inquiry has failed to develop a possible purchaser.

If the above suggestion meets with Mr. Aono's approval we will be glad to insert the ad in the newspaper and believe we can secure a purchaser for the property.

P.S. Any Money Order sent should be made payable to the Oregonian."

I discussed the present situation with Mr. Aono and he finally agreed to accept the suggestion made by the Evacuee Property Supervisor.

Therefore, prepared a letter to the Evacuee Property Supervisor, wherein Mr. Aono's check in the sum of \$5.00 was transmitted to cover the cost of running an advertisement in the Sunday Oregonian.

14) INTERVIEW:

Mr. Frank Kiyoshi Mihara, relative to Puyallup Greenhouse.

EVACUEE PROPERTY (continued from Item 7): It now appears, that Frank Kiyoshi Mihara is also an interested party in this property. So, I prepared the following:

1. The request for assistance on Form 153-A by Frank Kiyoshi Mihara.
2. An affidavit as to the status of Frank Kiyoshi Mihara.

15) INTERVIEW:

Messrs. Noji and Mihara, and Mrs. Bertha Noji, relative to the Puyallup Greenhouse.

EVACUEE PROPERTY (continued from Items 7 and 14): In addition I also discovered that these evacuees may have granted an irrevocable power of attorney to one A.B. Morris at the time of evacuation.

Therefore, prepared an answer by wire to the following effect:

"REURLET NOVEMBER 24TH PUYALLUP GREENHOUSE. KENTARO AND BERTHA NOJI AUTHORIZE THE SETTLEMENT OF THE DEAL FOR \$2000.00 CASH NET TO THEM PROVIDED HARMONS WILL ASSUME AND PAY FOR COST OF THE ABSTRACT COVERING THE PROPERTY AND REVENUE STAMPS FOR WARRANTY DEED, AND PROVIDED FURTHER THE DEAL IS TO BE COMPLETED AS OF JANUARY 1, 1945. BEFORE YOU MAKE THE FOREGOING OFFER TO THE HARMONS CHECK WITH AND SECURE CLEARANCE FROM A.B. MORRIS OF PUYALLUP AS IT NOW APPEARS, THAT MORRIS MAY HAVE AN IRREVOCABLE POWER OF ATTORNEY COVERING PROPERTY. WE UNDERSTAND MORRIS IS A CLOSE FRIEND OF THE EVACUEES AND IS AGREEABLE TO CANCELLATION OF POWER OF ATTORNEY. IF RECORDED PLEASE ADVISE BY WIRE WHERE RECORDED, DATE OF RECORDING, BOOK NUMBER, AND PAGE NUMBER. FRANK MIHARA ALSO INTERESTED PARTY HAS GIVEN US HIS REQUEST FOR ASSISTANCE."

This wire was countersigned by all these persons.

16) TRIP TO JEROME:

I accompanied Henry H. Tanaka to Jerome to contact his attorney, Mr. Wayne Barclay, relative to a divorce. Mr. Tanaka signed a "client's statement", which was prepared by this office. This case was handled by Mr. Kenji Ito, who had secured the clearance from Mr. Barrett.

WEDNESDAY - December 6, 1944

17) TRIP TO TWIN FALLS:

I went with Mr. Cox to Twin Falls to meet Messrs. Boyle and Montgomery who are representing a number of evacuees at this center, in connection with their business enterprises at Seattle.

18) MESSRS. BOYLE AND MONTGOMERY:

Mr. Frank E. Boyle, the father of T. C. Boyle, for many years prior to and since evacuation has represented a number of evacuees residing at this project. Mr. Frank E. Boyle recently passed away, and his son is planning to succeed his father's law practice. Mr. Montgomery, also an attorney, ever since evacuation had assisted Mr. Frank E. Boyle in the management of several hotel properties belonging to evacuees.

19) INTERVIEW:

Mr. Akira Kumasaka, relative to Green Lake Gardens.

EVACUEE PROPERTY: The Green Lake Gardens was one of the properties, which was managed by Mr. Frank E. Boyle. Akira Kumasaka is the principal owner of the property.

I sat in on Mr. Kumasaka's interview with Messrs. Boyle and Montgomery.

THURSDAY - December 7, 1944

20) INTERVIEW:

Mr. Hiroshi Fujino, relative to the New England Hotel.

EVACUEE PROPERTY: Mr. Frank E. Boyle, deceased, was the attorney-in-fact for Mrs. Fujino. Messrs. Boyle and Montgomery were both present at this interview.

Mr. Fujino was desirous of having Mr. T. C. Boyle, as his new attorney-in-fact.

I accommodated the evacuee by preparing the following documents:

1. The revocation of the old power of attorney.
2. A new power of attorney.

21) INTERVIEW:

Mr. Hirano, relative to his son's real property.

EVACUEE PROPERTY: Hiroshi, the son of Mr. Hirano, is now serving in the Armed Forces of the United States. Mr. Frank E. Boyle up to the time of his death was the guardian for Hiroshi Hirano relative to management and operation of certain real property.

The father, who had known the deceased for a number of years, requested, that T. C. Boyle take over.

22) INTERVIEW:

Mr. Dengo Kusakabe, relative to collections being made on a real estate contract.

EVACUEE PROPERTY: Mr. Frank E. Boyle had arranged for the sale of certain piece of property and was making collections on the contract covering the sale. Mr. Kusakabe requested, that Mr. T. C. Boyle continue as his father's successor.

23) INTERVIEW:

Mr. Akira Kumasaka-----Consultation.

24) INTERVIEW:

Mr. S. Itoi at the Center Hospital relative to the Carrollton Hotel.

EVACUEE PROPERTY: Mr. Frank E. Boyle was the attorney-in-fact for Mr. S. Itoi relative to the management of the Carrollton Hotel. Mr. Montgomery had assisted Mr. Boyle in supervising the operation of the hotel. Mr. Itoi was desirous of having Mr. T. C. Boyle, the son, continue the operations for him in place of his deceased father.

Therefore, prepared the following:

1. A new power of attorney in favor of Mr. T. C. Boyle.
2. A special power of attorney, whereby Mr. Montgomery would be in the position to file the estimated income tax and the income tax return for the year 1944 in behalf of the "Itois".

25) TRIP TO TWIN FALLS:

I accompanied Mr. Cox to the F.S.A. Camp at Twin Falls relative to two cases he had there on Evacuee Property.

FRIDAY - December 8, 1944

26) EVACUEE PROPERTY:

This office received an inquiry from Chas. F. Clise, Agent, Inc., relative to the management of the Carrollton Hotel.

Prepared the following:

1. A letter to Chas. F. Clise, Agent, Inc., wherein the office advised them, that our records now indicate, that Mr. S. Itoi has appointed Mr. T. C. Boyle to succeed his father, Frank E. Boyle, in managing the Carrollton Hotel.
2. A copy of this letter which was forwarded to the Seattle office.
3. A copy of this letter which was forwarded to Mr. T. C. Boyle

27) EVACUEE PROPERTY:

In checking our files I noted, that we have failed to hear from our Seattle office relative to the collections for Harry H. Iwata, formerly the operator of the Madison Street Market for sometime.

Therefore, prepared a follow-up letter relative to this case.

28) INTERVIEW:

Robert S. Takaki, Jewel Takaki and S. Takaki, relative to the sale of their farm property.

EVACUEE PROPERTY: Hannah Glenn, Robert S. Takaki, Jewel Takaki, and S. Takaki are joint owners of a farm property in Gresham, Oregon. The sale of this property is now being made through the Evacuee Property Supervisor at Portland for the sum of \$7000.00 net cash, except for the cost of title insurance and revenue stamps for the deed.

Under date of November 22, 1944, the Evacuee Property Supervisor at Portland transmitted to this office the warranty deed covering the sale of the property for signature.

Since Hannah Glenn, one of the interested parties, had relocated to Coeurdalene, Idaho, this office forwarded this deed to her for signature before a notary. A separate acknowledgement had been prepared by this office so that Hannah Glenn's signature can be acknowledged by a notary separately.

This deed was today returned by Hannah Glenn, properly signed and notarized.

Therefore, the office contacted the other three, namely, Robert S. Takaki, Jewel Takaki, and S. Takaki to secure their signatures to the deed. Mr. Cox supervised the signing of the deed before Miss Yasuko Koyama, the office notary.

In addition prepared the following:

1. A letter to the Evacuee Property Supervisor at Portland, wherein this warranty deed was transmitted.
2. A copy of the letter, which was forwarded to Hannah Glenn.

29) INTERVIEW:

Miss Barbara Kimi Oki, relative to an insurance policy.

INSURANCE: Miss Barbara Kimi Oki requested the return of and insurance policy in the Sun Life Assurance Company of Canada on the life of Kiyoto Oki, which has been kept in our files.

Prepared a receipt covering the insurance policy, which was properly signed by Miss Barbara Kimi Oki.

30) INTERVIEW:

Mrs. Mary Aoki, relative to a divorce.

DIVORCE: Mary Aoki is desirous of securing a divorce against Shigenori Aoki, who is a transferee to Tule Lake Center, on grounds of cruelty. This case has been cleared through the Welfare Department and the Project Attorney.

Therefore, prepared the following:

1. A pass request to take Miss Aoki to Jerome, the County Seat.
2. A Client's Statement, which is to be signed by the evacuee, wherein she selected her own attorney.

31) DEPOSITIONS:

Under date of December 5, 1944, this office was advised by Miss Mary E. Burrus, that she will be at this project on December 15, 1944 for the purpose of taking depositions of Mr. Y. Okiyama, Mr. Hiraki, Wakae Suzuki and George Takefuji.

We were also advised by Mr. Army Seijas, the opposing counselor, that he will be likewise over here for the same purpose.

I made arrangements with Miss Yasuko Koyama to have the depositions taken here at the Legal Aid Office with the permission of the Project Attorney.

Prepared two memos, one to Mr. Y. Okiyama, and the other to Wakae Suzuki, so that both parties to the suit will be advised as to when each of their attorneys will be here.

SATURDAY - December 9, 1944

32) INTERVIEW:
Mr. Jinsuke Tazawa-----Consultation.

33) INTERVIEW:
Takeo Hayashi, relative to Power of Attorney.

POWER OF ATTORNEY: Mr. Takeo Hayashi is the owner of a piece of real property at Seattle, Washington. He is about to be inducted into the Armed Forces of our country. He is desirous of appointing his father as his attorney-in-fact.

Therefore, to accommodate the inductee, I have this day prepared a general power of attorney for him.

MONDAY - December 11, 1944

34) INTERVIEW:
George K. Ito-----Consultation.

35) INTERVIEW:
Mr. Jinsuke Tazawa, relative to the cashing of his United States Defense Bond.

FEDERAL RESERVE: Mr. Jinsuke Tazawa is the owner of one United States Defense Bond in the face value of \$100.00. He is now without funds; so, he is now desirous of cashing same through the Center Post Office.

Mr. Tazawa is a blocked Japanese national, and thus, a Federal Reserve License is necessary.

Therefore, to accommodate this evacuee I prepared a Federal Reserve License application on Form TFE-1, which in part stated:

"Authorize the redemption of applicant's United States defense savings bond, Series E, Serial No. C4094312 E, dated December, 1941, registered in applicant's name, Jinsuke Tazawa, which bond is now being forwarded to the Salt Lake City Branch, Federal Reserve Bank of San Francisco for the special purpose of cashing same; for reason the applicant is now without funds.

And that the applicant be further authorized to expend the funds thereby secured by virtue of the aforesaid redemption for his personal living expenses.

The aforesaid bond was purchased by the applicant from the U.S. National Bank of Portland, Oregon on or about December, 1941 from his personal savings that he had at the time. That the applicant does not possess a banking account in any of the banks in the United States whatsoever at the present time."

36) INTERVIEW:
Mr. Kentaro Noji-----Consultation.

37) INTERVIEW:
Mrs. Mary Aoki, relative to a divorce.

DIVORCE: Mrs. Mary Aoki today signed the "Client's Statement" prepared by this office and I made arrangements to take her out to Jerome to contact the attorney of her own selection.

38) TRIP TO JEROME:

DIVORCE (continued from Items 30 and 37): I accompanied Mrs. Mary Aoki to Jerome and assisted her in making arrangements with Mr. Wayne Barclay relative to the divorce.

39) TRIP TO TWIN FALLS:

I went to the Fidelity National Bank of Twin Falls to check the records relative to several blocked accounts. Mr. Stetler, assistant cashier, advised me, that one of the checks had been returned. He turned the correspondence relative to this case over to me.

TUESDAY - December 12, 1944

40) INTERVIEW:

Fumie Toyooka, relative to the taxes on her farm.

EVACUEE PROPERTY: Fumie Toyooka is the owner of approximately 62 acres of farm property in Gresham, Oregon. Sometime ago this office assisted the evacuee by transmitting to the Sheriff and Tax Collector of Multnomah County the remittance for the taxes on the farm.

The tax statement covering the taxes was returned by the Sheriff and Tax Collector of Multnomah County stamped "Paid".

Prepared a receipt covering the aforesaid tax statement, which was signed by Mrs. Toyooka. Thereupon the tax statement was delivered to her.

41) INTERVIEW:

Messrs. Inukai and Sato, relative to their apple orchard.

EVACUEE PROPERTY: Messrs. Sato and Inukai together have an apple orchard at Hood River, Oregon. At time of evacuation they entered into an agreement with W. H. Miller to have him run the orchard on a partnership basis. Mr. Miller is now delinquent on the returns for the 1942-1943 season.

The Evacuee Property Supervisor at Portland is now assisting the evacuees in trying to secure an accounting for them.

Under date of December 1, 1944 the Evacuee Property Supervisor transmitted to this office a report covering the accounting for the returns for the 1942-1943 season.

This report was today delivered to Messrs. Inukai and Sato for study.

42) INTERVIEW:

Mr. S. Sato, relative to his orchard in Oregon.

EVACUEE PROPERTY: Mr. S. Sato is the owner of an orchard in Hood River, Oregon. At time of evacuation he entered into an agreement with Mr. W. H. Miller to have him run the orchard on a partnership basis. Mr. Miller is now delinquent on the returns of the 1942-1943 season. The Evacuee Property Supervisor at Portland is now assisting Mr. Sato in attempting to secure a full accounting from Mr. Miller.

Under date of December 1, 1944, the Evacuee Property Supervisor at Portland forwarded to this office a report containing an accounting for the 1942-1943 season.

This report was today delivered to Mr. S. Sato for study.

43) TRIP TO JEROME:

I accompanied Mrs. Mary Aoki to Jerome to contact her attorney, Mr. Wayne Barclay. I assisted the evacuee by checking the papers prepared by her attorney in connection with the contemplated divorce suit.

WEDNESDAY - December 13, 1944

44) INTERVIEW:

Mr. George K. Ito, relative to his office furnishings.

EVACUEE PROPERTY: George K. Ito at the outbreak of the war was picked up by the government authorities and was later interned. He is now out on parole to this center. He was formerly engaged in the insurance business and had been associated with the Oregon Mutual Life Insurance Company of Portland for many years. His office equipment was kept in storage with the Oregon Mutual Life Insurance Company.

Mr. Ito was one of the three persons, who recently went to Portland in connection with the removal of evacuee property, which was kept in storage at the Buddhist Church.

Mr. Ito at the time requested, that his office furniture be likewise placed in government storage.

Under date of November 22, 1944 the Evacuee Property Supervisor at Portland advised us:

"We are just in receipt of a letter from Mr. John W. Lawton, Assistant Chief Evacuee Property Officer, San Francisco, in which he states that the property concerned is that of a specific blocked national and before Mr. Ito's request can be carried out it will be necessary for a special license obtained from the Federal Reserve Bank, authorizing the withdrawal of this property from storage with the Oregon Mutual Life

Insurance Company to the warehouse of War Relocation Authority.

Please advise Mr. Ito that his request for storage will be held pending such time as the special license is secured and all papers furnished this office covering the situation."

Therefore, prepared the following:

1. The license application on Form TFE-1, which in part stated:

"Authorize the removal of the following described personal property belonging to the applicant:

"List of office furniture,"

from the premises of the Oregon Mutual Life Insurance Company, Oregon Mutual Building, Portland, Oregon, where it is now kept in storage, for the special purpose of storing the aforesaid personal property in the warehouse of the War Relocation Authority, a governmental agency, 836 American Bank Building, Portland 5, Oregon.

The removal of said property is to be done by the War Relocation Authority by virtue of the Request for Storage of Property on Form WRA 155, which has been filed by the applicant at the aforesaid office of the War Relocation Authority".

2. A letter to the Federal Reserve Bank of San Francisco, wherein the aforesaid license application in duplicate was transmitted.
3. A letter to the Evacuee Property Supervisor at Portland, wherein the office advised him, that his request of November 22, 1944 has been complied with.

45) INTERVIEW:

Mr. Y. Okiyama-----Consultation.

46) NEW INTERPRETATION BY FEDERAL RESERVE BANK OF SAN FRANCISCO:

FEDERAL RESERVE:

ESTATE: Kaiichi Iwami, husband of Sakuyo Iwami, passed away at this center on April 7, 1944. He left a savings account in the Washington Mutual Savings Bank of Seattle, Washington, in the sum of \$807.78.

Under the laws of the State of Washington, Mrs. S. Iwami would be entitled to the entire estate, since no homestead has been claimed in manner provided by law, either prior or subsequent to the death of said K. Iwami and for the reason there being no funeral expenses or expenses of the last sickness unpaid for and said estate being less than \$3000.00 as provided for in Section 1473 in Remington's Revised Statutes of the State of Washington.

This office attempted to have this estate settled without probate and accordingly wrote to the bank relative to the same. Under date of May 24, 1944, the Washington Mutual Savings Bank replied to the following effect:

"This Savings Account which we are carrying in the name of Mr. K. Iwami is at present time blocked because of an interest of Raisuke Tamura. Mr. Tamura is blocked by order of the Treasury Department. Mr. Tamura's interest results from the sale of the Green Market, 7710 Aurora Avenue, Seattle, which he and Mr. Iwami evidently held in partnership. The proceeds of this Contract of Sale have been deposited to the above mentioned account, which now has a balance of \$799.79 including interest to January 1, 1944. The Contract has been fully paid and satisfied as of October 7, 1943. It would appear from our records that Mr. Tamura had only a very small interest in the property and that he was fully paid for his interest at the time of the sale. However, as we have no way of knowing the details and circumstances, it will be necessary for Mrs. Sakuyo Iwami to obtain a specific license from the Foreign Funds Control to release this money. It would seem to us she should have very little difficulty in doing so.

As regards our authority to pay the money to Mrs. Iwami without probate, our policy has been to require an affidavit that all bills and expenses have been paid, that there are no claims on the money by any

children or children by a deceased child. If Mr. Iwami left a Will, we would also like to have a copy of the provisions of the document. We would also like to have you or some accredited member of your staff to attest the affidavit. As the amount in the account does not involve a very large sum, we would be willing to turn the money over to Mrs. Iwami upon receipt of the aforesaid license and affidavit and a specific withdrawal order from her. If the passbook is in her possession, it should also be surrendered."

This office prepared the necessary papers and then secured the Federal Reserve license, wherein the bank was authorized to turn over the sum of \$807.78 to the surviving spouse, Sakuyo Iwami.

The bank next injected a new requirement requiring the signatures of the children of the deceased. We were unable to secure the signatures of two of them; for the reason the two had never lived in the United States as they had been born and raised in Japan.

Such being the case, the bank's attorney then agreed to probate the estate for the widow free of charge except for court costs. Under the Laws of the State of Washington the entire proceeds of the estate was set aside to the widow in lieu of Homestead.

Then, at the request of the bank, we prepared a Federal Reserve license application, wherein the transfer of the money in the estate to the surviving spouse, Sakuyo Iwami, was to be authorized.

Under date of November 30, 1944 the Federal Reserve Bank of San Francisco advised Sakuyo Iwami to the following effect:

"Reference is made to the above mentioned application in which you requested a Treasury Department license in order to withdraw the sum of \$807.78 from a blocked account in the name of K. Iwami, maintained on the books of the Washington Mutual Savings Bank, Seattle, Washington, and pay a like amount, less charges, to yourself, the surviving spouse, as provided for by the laws of the State of Washington,

and also to extend such withdrawal to Arthur P. Redman, administrator for the estate of Kaiichi Iwami, deceased.

We have been authorized to inform you that this application has not been approved. However, a new application will be considered if the transaction in question cannot be consummated under Paragraph (2) (b) of General License No. 30A, a copy of which is enclosed."

Therefore, prepared the following:

1. A copy of the aforesaid letter from the Federal Reserve Bank of San Francisco.
2. A copy of General License No. 30A.
3. A letter to the Washington Mutual Savings Bank, wherein the copy of the aforesaid letter, together with the copy of General License No. 30A, were transmitted, and the office advised the bank to the following effect:

"Upon careful study of these two documents and you still feel, that a special license is still necessary, will you please then advise us. Otherwise, you can proceed in processing this estate to completion."

47) INTERVIEW:

Mr. Frank K. Mihara-----Consultation.

48) NEW INTERPRETATION BY FEDERAL RESERVE BANK OF SAN FRANCISCO

PAROLEE BLOCKED ACCOUNT:

Immediately after the outbreak of the war, Mr. Takesaburo Fujino was picked up by the governmental authorities and was later interned. Under a special license issued by the Federal Reserve Bank of San Francisco this office handled the sale of the Waldon Hotel at Seattle, Washington for Mr. Fujino. The sum of \$1950.00 resulting from the sale of the furniture and furnishings of the Waldon Hotel was deposited to the credit of a blocked account in the name of "Takesaburo Fujino or Suma Fujino" in the Fidelity National Bank of Twin Falls.

In order to withdraw for living expenses from this blocked account for Takesaburo Fujino, it was necessary for him to apply for a special license, wherein he requested on Form TFE-1 license to withdraw from said blocked account a sum not to exceed \$200.00 per month for the living expenses of himself and his immediate family. The license required strict accounting and the making of monthly reports, and was good only for two months.

Mr. Takesaburo Fujino was granted two such licenses.

Under date of November 27, 1944 he applied for a new license to make such withdrawals; but under date of December 8, 1944 he was advised by the bank to the following effect:

"Reference is made to the above mentioned application in which you requested a Treasury Department license authorizing the withdrawal from your blocked account of an amount not to exceed \$200.00 per month for living expenses.

We have been authorized to inform you that this application has not been approved. However, a new application will be considered if the transaction in question cannot be consummated under the provisions of General License No. 68A, the privileges of which were restored to you pursuant to our letter of December 8, 1944."

In a second letter dated the same day the Federal Reserve Bank of San Francisco further advised Mr. Fujino:

"Pursuant to Treasury Department authorization, we are revoking the instructions which we gave to local banks and other persons denying the privileges of General License No. 68A to Takesaburo Fujino, Livingston Internment Camp, Camp Livingston, Louisiana.

There is enclosed for your information and convenience, a copy of General License No. 68A."

Prepared copies of both letters for our files.

49) INTERVIEW:

Mr. Yoshito Fujii, relative to the Cascade Soda Works.

EVACUEE PROPERTY: Mr. Yoshito Fujii has leased the machinery and equipment of the Cascade Soda Works to Lloyd and Thomas.

Under date of December 5, 1944 the Evacuee Property Supervisor at Seattle transmitted to us a check in the sum of \$85.00 representing payment of rent for the month of September on the equipment of the Cascade Soda Works.

Prepared the following:

1. A receipt of the check by Yoshito Fujii.
2. A letter to the Evacuee Property Supervisor at Seattle, wherein the aforesaid receipt in duplicate was transmitted.

50) WIRE:

Prepared the following wire to Mr. Sami Yamaguchi:

"UNDER DATE OF NOVEMBER 4, 1944 WE MAILED TO YOU BY REGISTERED MAIL THE NEW RELEASE TO BE SIGNED AND NOTARIZED. TO DATE WE HAVE NOT RECEIVED SAME. RECEIVED LETTER FROM PORTLAND OFFICE THAT THERE WILL BE CONSIDERABLE LOSS FOR THIS YEAR'S OPERATION AND IT IS POSSIBLE THAT MRS. SMITH WILL PLACE A LIEN AGAINST YOUR EQUIPMENT. PORTLAND OFFICE REQUESTS THAT THE AGREEMENT BE COMPLETED AND SENT TO THEM AT ONCE. PLEASE ANSWER BY WIRE."

THURSDAY - December 14, 1944

51) EVACUEE PROPERTY (continued from Item 50):

As a follow-up to the wire, prepared a letter to Sami Yamaguchi, wherein the office transmitted a copy of the letter from the Portland office dated December 9, 1944. This letter was sent "Registered Mail--Return Receipt Requested".

52) EVACUEE PROPERTY:

With the absence of Mr. H. W. Cox, who is now confined as a result of illness, I prepared a wire answering two inquiries, as it required immediate attention.

53) TRIP TO TWIN FALLS:

I went to Twin Falls to meet Miss Mary Burrus, a Seattle

attorney, who is representing an evacuee here in several cases now pending before the Superior Court of King County at Seattle, Washington. I made arrangements so that she will be able to interview her client at the Legal Aid Office. Mr. S. Watanabe of the Evacuee Property Office, who has been an interpreter in the courts of the State of Washington for over 30 years, acted as Mr. Okiyama's interpreter.

54) INTERVIEW:

Mr. and Mrs. Takesaburo Fujino, relative to their banking account.

FEDERAL RESERVE (continued from Item 48): I interpreted the contents of both letters to the "Fujinos", and it was their answer, that they are both entitled to the privileges of General License No. 68A.

Therefore, prepared the following:

1. The affidavit as to the status of Takesaburo Fujino.
2. The affidavit as to the status of Suma Fujino.
3. A pass request so that I will be able to take them to their bank in Twin Falls on Saturday.

55) INTERVIEW:

Mr. Seishi Murakami, relative to his banking account.

FEDERAL RESERVE: Mr. S. Murakami received similar letters from the Federal Reserve Bank of San Francisco, as those received by Takesaburo Fujino (see Item 48).

Mr. Murakami also stated, that he is entitled to the privileges of General License No. 68A.

Therefore, prepared the following:

1. The affidavit as to the status of Seishi Murakami.
2. A pass request to take Mr. Murakami out to Twin Falls on Friday.

56) INTERVIEW:

Y. Yamaguchi-----Consultation.

57) INTERVIEW:

Mr. Chusaburo Ito, relative to his Alien Enemy Identification Book-----Consultation.

FRIDAY - December 15, 1944

58) DEPOSITIONS: (continued from Item 31):

The taking of depositions was postponed, since Mr. Army Seijas was unable to come here.

59) INTERVIEW:

Mr. George Yama, relative to his property in Alaska.

EVACUEE PROPERTY: Dr. Will H. Chase of Cordova, Alaska has been acting as Mr. Yama's attorney-in-fact in order to assist Mr. Yama in closing out his affairs in Alaska. Dr. Chase has assisted the evacuee satisfactorily, except for certain things remaining to be done.

To accommodate Mr. Yama, I have this date prepared a letter to Dr. Chase relative to the unfinished business.

60) INTERVIEW:

Sami Yamaguchi, relative to his farm property.

EVACUEE PROPERTY (continued from Items 50 and 51): Mr. Sami Yamaguchi came in today, and informed me, that he is now going to Portland, Oregon.

Therefore, prepared the following wire:

"SAMI YAMAGUCHI WILL BE IN YOUR OFFICE ON MONDAY
DECEMBER 18TH RELATIVE TO CLARA WEBB SMITH MATTER."

61) TRIP TO SHOSHONE:

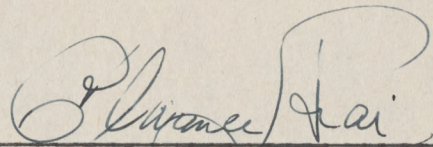
I accompanied Miss Mary Burrus to Shoshone in order that she may catch her train for Pocatello.

62) TRIP TO TWIN FALLS:

I accompanied Mr. Seishi Murakami to the Fidelity National Bank of Twin Falls so as to straighten out the matter of his blocked account with the bank, since Mr. Murakami is now entitled to the privileges of General License No. 68A.

63) MEMOS:

Prepared 14 memos for the last two weeks.



Clarence T. Arai

Minidoka Relocation Center
Legal Division
December 30, 1944

M E M O R A N D U M

TO: Mr. Frank S. Barrett
Project Attorney

FROM: Clarence T. Arai, Evacuee Attorney
Legal Division

SUBJECT: Bi-monthly report - December 16, 1944 to
December 30, 1944 inclusive.

The undersigned submits herewith the following report:

SATURDAY - December 16, 1944

1) MEMO:

Prepared the bi-monthly report covering December 1, 1944 to December 15, 1944 inclusive which consists of 25 pages.

2) INTERVIEW:

Takesaburo and Suma Fujino, relative to the unblocking of their account.

BANKING: They have an account in the Fidelity National Bank of Twin Falls, which had been blocked by the Treasury Department. Under date of December 8, 1944, Mr. Takesaburo Fujino received two letters, whereby the Treasury Department revoked the instructions which they had sent to local banks and other persons denying the General License 68A to Takesaburo Fujino.

3) TRIP TO TWIN FALLS:

I accompanied Takesaburo and Suma Fujino to the Fidelity National Bank of Twin Falls. I took up the matter of unblocking their account with Mr. Stetler, the assistant cashier, and presented to him the affidavits as to the status of each of them on Form 154. The bank accordingly unblocked the account, and I suggested, that in the future the "Fujinos" should draw checks on the account by noting on each check on

the lower left-hand corner with the following words:

"Drawn in accordance with General License 68A".

MONDAY - December 18, 1944

4) INTERVIEW:

Mr. Chiyogusu Yabu, relative to his son's power of attorney.

EVACUEE PROPERTY: Sometime ago Harry H. Yabu, appointed his father as his new attorney in fact. He revoked the power of attorney in favor of his brother; for reason he is now in the army also. Harry H. Yabu has by now possibly gone overseas.

Under date of December 6, 1944 the Evacuee Property Supervisor at Seattle transmitted to us the cashier's check covering the change due in recording the revocation, and the auditor's receipt covering the recording.

Therefore, prepared the following:

1. The receipt by Chiyogusu Yabu in behalf of Harry H. Yabu of the enclosures.
2. A letter to the Evacuee Property Supervisor, wherein the aforesaid receipt was transmitted.

5) INTERVIEW:

Chiyogusu Yabu, relative to the tax statement and installment statement on his son's property.

EVACUEE PROPERTY: Sometime ago Mr. Chiyogusu Yabu in behalf of Harry H. Yabu requested the assistance of the Evacuee Property Supervisor at Seattle to secure the tax statement and the installment statement covering his son's property from the King County.

Under date of December 5, 1944 the Evacuee Property Supervisor at Seattle transmitted these statements.

Prepared the following:

1. The receipt covering same by Chiyogusu Yabu in behalf of Harry H. Yabu.
2. A letter to the Evacuee Property Supervisor, wherein the aforesaid receipt was transmitted.

6) INTERVIEW:

Mr. M. Inukai, relative to his orchard.

EVACUEE PROPERTY: Mr. Inukai is the owner of an apple orchard at Hood River, Oregon. At time of evacuation he turned the operation of the orchard to Mrs. Adams.

Mrs. Adams has been delinquent on making payments to the evacuee ever since evacuation. This matter is now being handled by the Evacuee Property Supervisor at Portland, who is now attempting to secure an audit on the operation.

Under date of December 7, 1944, the Evacuee Property Supervisor at Portland advised us, that the report will be available within the next week; and that there are several interested purchasers for the property.

Prepared a letter to the Evacuee Property Supervisor, wherein the office advised him, that the contents of the letter was interpreted to the evacuee; and that he does not wish to sell the property, as he is now planning to return to the coast, since the evacuation order has been lifted by the army.

7) INTERVIEW:

Chiyogusu Yabu, relative to his son's property.

EVACUEE PROPERTY: Under date of December 1, 1944 the Evacuee Property Supervisor at Seattle advised us, that:

"Kindly tell the above subject Evacuee that we have just been advised by his tenant, Martin Rico, that the partnership between himself and Jose Tezano has been terminated.

Mr. Rico now requests a new lease on the basis of \$60.00 a month starting January 1, 1945. Advised him that in the light of the rather detailed controversy we had just concluded regarding his present lease, we could extend little if any encouragement but would pass his request on to Mr. Yabu.

In regard to the inventory of chattels referred to in your memorandum of November 7th, we are enclosing herewith copy of inventory from our file showing what was apparently left on the place, together with what was there when Mr. Rico took possession or more specifically on May 25, 1944 as hown in our memorandum of May 26, 1944."

Therefore, prepared the following:

1. The receipt by Chiyogusu Yabu in behalf of Harry H. Yabu covering the inventory of chattels.
2. A letter to the Evacuee Property Supervisor at Seattle, wherein the aforesaid receipt in duplicate was transmitted, and the office advised him, that with reference to the new lease Mr. Yabu is unable to decide as to this point at present, since the evacuation order has been lifted by the Army.

8) INTERVIEW:

Mr. Chiyogusu Yabu, relative to two personal tax statements.

TAXES: Under date of December 5, 1944 the Evacuee Property Supervisor at Seattle transmitted to this office two personal tax statements in addition to the installment statements requested by this office covering the property of Harry H. Yabu.

Upon examining these two tax statements, it appears, that they are only copies.

Therefore, prepared a letter to the Evacuee Property Supervisor, wherein we requested, that he advise us, as to whether or not taxes are due on same for the year 1944.

9) INTERVIEW:

Mr. Chiyogusu Yabu, relative to the payment of installments on real estate contracts.

EVACUEE PROPERTY: Mr. Harry H. Yabu had purchased two pieces of real property from King County on two separate real estate contracts.

Under date of December 5, 1944, the Evacuee Property Supervisor at Seattle transmitted to this office two statements covering the installments now due.

Mr. Chiyogusu Yabu is the attorney in fact for Harry H. Yabu.

Prepared the following:

1. A letter to the King County Treasurer, wherein

the aforesaid tax statements were transmitted, together with the checks covering same made out by Chiyogusu Yabu, and instructed the County Treasurer to mark these installment statements paid and then return same to Chiyogusu Yabu, as attorney in fact for Harry H. Yabu, in care of this office, together with any rebate.

2. A copy of this letter was transmitted to the Evacuee Property Supervisor at Seattle.

TUESDAY - December 19, 1944

10) INTERVIEW:

Mr. Frank U. Hashimoto, relative to the furnishings of the Hansen Hotel.

EVACUEE PROPERTY: Mr. Hashimoto leased the furnishings of the Hansen Hotel to Larry Rapatato for the duration of the war at a monthly rental of \$50.00 per month.

Under date of December 11, 1944 the Evacuee Property Supervisor at Seattle transmitted to us the November rent paid by Larry Rapatato in form of a cashier's check.

Prepared the following:

1. A receipt by Frank U. Hashimoto covering the aforesaid check.
2. A letter to the Evacuee Property Supervisor, wherein the aforesaid receipt in duplicate was transmitted.

WEDNESDAY - December 20, 1944

11) EVACUEE PROPERTY:

Prepared a follow-up letter to the Evacuee Property Supervisor at Seattle relative to the sale of a truck belonging to T. Endo.

12) EVACUEE PROPERTY:

Prepared a follow-up letter to the Evacuee Property Supervisor at Seattle relative to the furniture and furnishings of the Omaha Hotel belonging to O. and T. Nishikawa.

13) INTERVIEW:

Mrs. Yukiko Fuji, relative to her refund check.

TAX REFUND: H. Fuji, and Yukiko Yoshijima were formerly partners in that certain business known as the "Paramount Cafe" at Seattle, Washington. During the operation of said business they paid into the Unemployment Compensation Fund. They were entitled to a refund.

Mr. George Ishihara assisted them in making the claim. Mr. Ishihara advised us, that he had computed the figures together with Mr. Owen in the Smith Building, who is in charge of the Seattle office of the Washington Unemployment Tax Division. The claim was accordingly filed; but they failed to receive the refund.

Mr. H. Fuji and Yukiko Yoshijima are now married. On February 18, 1944, this office transmitted to the Foreign Funds Control Division of the Treasury Department their claim for the refund in the sum of \$177.15.

Under date of May 24, 1944, Mr. Fuji was advised by the Internal Revenue Service at Tacoma, Washington that he was delinquent in the sum of \$74.47, for his 1941 Income Tax. This was paid by Mr. Fuji and this office was advised by the Internal Revenue Service at Tacoma to that effect.

Under date of July 25, 1944, the Fiscal Service of the Treasury Department transmitted to this office a check payable to the Paramount Cafe in the sum of \$102.79, having deducted the sum of \$74.36 for the unpaid Income Tax. This check was held by this office pending the answer to our inquiry concerning the letter.

Under date of September 14, 1944, the Commissioner of Accounts of the Fiscal Service (Treasury Department) advised us to the following effect:

"reference is made to your letter of August 19, 1944, and copies of the two letters from Mr. R. A. Heglson, Deputy Collector of Internal Revenue, Tacoma 2, Washington, relative to \$74.36 which was retained

from a certain refund check in the amount of \$177.15, due Mr. Hidezo and Mrs. Yukiko Fuji, as owners of "Paramount Cafe", for unpaid income tax outstanding against them for the year 1941.

It is noted from the above letters that Mr. Fuji has paid the outstanding tax and interest in full, which would indicate that duplicate payments have been made. In view thereof, your letter and enclosures have been forwarded to the Commissioner of Internal Revenue, who will issue a check for the amount of overpayment, and forward to the payee in due course. It will not be necessary to return the check which you are holding in the amount of \$102.79."

In compliance with the letter this office transmitted to the Commissioner of Accounts the receipt of said check in the sum of \$102.79 by H. and Yukiko Fuji.

To date this office has failed to hear from the Commissioner of Internal Revenue relative to the refund check due the "Fujis" in the sum of \$74.36.

Therefore, prepared a letter to the Commissioner of Accounts, Washington, D. C., wherein the office made an inquiry regarding same.

14) CLAIM BY THE LIQUIDATOR OF THE YOKOHAMA SPECIE BANK:

Yae Okamoto was indebted to the bank in the sum of \$1,169.58, including interest as of July 31, 1944. This note was secured by her yen certificate in the sum of \$5,418.87 yen.

Mrs. Okamoto had a credit in her favor in the sum of \$360.92 in the Sumitomo Bank.

The liquidator demanded that this credit be assigned to the bank to apply on the delinquent note.

Under date of September 2, 1944, this office wrote to the bank, that Mrs. Okamoto is willing to assign the Sumitomo Balance providing the bank will extend the note for one year in order that she may have one year's time to raise the balance and pick up the collateral.

Under date of September 13, 1944, the Alien Property

Custodian replied:

"We note what you say in your letter and we beg to advise that inasmuch as these banks are in liquidation it is not within our province to grant an extension of any specific time as we must keep the receiverships in conditions where they could be closed at any time when liquidation warrants. However, if Mrs. Okamoto wishes to assign her claim we will be pleased to receive the assignment and will permit her such time on the balance as our liquidation procedure warrants."

Accordingly, Mrs. Okamoto assigned her claim to the bank, which assignment was transmitted by this office to the liquidator and the office requested a receipt covering the assignment for Mrs. Okamoto.

To date the liquidator has failed to forward this receipt.

Prepared a letter to the liquidator wherein the office made an inquiry regarding same.

15) INSURANCE:

Prepared a letter to the Sun Life Assurance Company of Canada, with branch offices at Seattle, Washington, relative to the substitution of Shizuno Oki, the widow, in the place of Kitaro Oki, the deceased, as the beneficiary and owner of a certain life insurance policy.

THURSDAY - December 21, 1944

16) INTERVIEW:

Mr. S. Sato, relative to his orchard in Oregon.

EVACUEE PROPERTY: Mr. S. Sato is the owner of an orchard in Hood River, Oregon. At time of evacuation he entered into an agreement with Mr. W. H. Miller to have him run the orchard on a partnership basis. Mr. Miller is now delinquent on the returns of the 1942-1943 season. The Evacuee Property Supervisor at Portland is now assisting Mr. Sato in attempting to secure a full accounting from Mr. Miller.

Under date of December 1, 1944, the Evacuee Property Supervisor at Portland forwarded to this office a report containing an accounting for the 1942-1943 season.

Under date of December 11, 1944 the Apple Growers Association mailed to Mr. Sato a statement covering the delivery of the 1944 apple crop.

At the request of Mr. Sato, prepared the following:

1. The copy of the statement from the Apple Growers Association.
2. A letter to the Evacuee Property Supervisor at Portland, wherein the aforesaid copy was transmitted, and the office requested, that he settle the 1942-1943 operations by accepting the sum of \$201.30, and that he take immediate steps to secure a full accounting for the 1944 operation, and to have Mr. Sato's interest protected as far as the account with the Apple Growers Association is concerned.

This letter was countersigned by Mr. Sato.

17) INTERVIEW:

Messrs. Inukai and Sato, relative to their apple orchard.

EVACUEE PROPERTY: Messrs. Sato and Inukai together have an apple orchard at Hood River, Oregon. At time of evacuation they entered into an agreement with W. H. Miller to have him run the orchard on a partnership basis. Mr. Miller is now delinquent on the returns for the 1942-1943 season.

The Evacuee Property Supervisor at Portland is now assisting the evacuees in trying to secure an accounting for them.

Under date of December 1, 1944 the Evacuee Property Supervisor transmitted to this office a report covering the accounting for the returns for the 1942-1943 season.

At the request of Messrs. Inukai and Sato prepared a letter to the Evacuee Property Supervisor at Portland, wherein the office requested, the accounting for the

1942-1943 operations be settled by accepting the sum of \$459.77, and that he take immediate steps to secure an accounting in full for the 1944 operation and to protect Messrs. Inukai and Sato's interest as far as the account with the Apple Growers Association is concerned.

This letter was countersigned by Messrs. Inukai and Sato.

18) INTERVIEW:

Mrs. Luriko Shiogi, relative to a special power of attorney.

POWER OF ATTORNEY: Mrs. Luriko Shiogi requested, that Mr. T. C. Boyle be appointed as her attorney in fact covering a certain real property in King County.

Therefore, prepared the following:

1. Special power of attorney in favor of T. C. Boyle.
2. A letter to Mr. T. C. Boyle, wherein the aforesaid power of attorney, together with the old power of attorney to Mr. Frank E. Boyle were transmitted.

19) REVOCATION OF POWER OF ATTORNEY:

I have this date prepared a revocation of power of attorney for Mr. S. Itoi. This revocation was signed by Mr. S. Itoi before the office notary, Miss Yasuko Koyama.

In addition, prepared a letter to Mr. T. C. Boyle, Mr. Itoi's attorney in fact, wherein the office transmitted this revocation, together with the old power of attorney.

20) TAX REFUND (continued from Item 13):

Under date of December 14, 1944, we received a letter from the Office of the Commissioner of Internal Revenue to the following effect:

"Reference is made to your letter dated August 19th, symbols Property Division C. Arai, relative to a refund check drawn to the order of the Paramount Cafe in the amount of \$177.15.

The file in this case in the Bureau indicates that this cafe was owned and operated by H. Yukiko Fuji, Family No. 43085. As the records of the Collector at

Tacoma, Washington, show taxes outstanding in the amount of \$74.36, this amount was withheld from the check and the balance of \$102.79 paid. You state that this tax was paid in full and that, therefore, the full amount of the check is due.

The Bureau has taken the matter up with the Collector at Tacoma and has been informed that the records of his office indicate that the tax liability of \$74.36 was paid as alleged. Since this amount was also withheld by the Bureau, the overpayment is being scheduled by the Collector for refund to the taxpayer. A Treasury check will in due course be issued and forwarded to the Collector for delivery."

Therefore, prepared a letter to the Commissioner of Accounts, Treasury Department, Fiscal Service, Washington, D. C., wherein the office advised him, that he may disregard our letter of December 20, 1944.

21) INTERVIEW:

Mr. H. Makino, relative to his dye works equipment.

EVACUEE PROPERTY: Prior to evacuation Mr. Makino sold the equipment of his dye works to Thomas H. Laffin for the sum of \$350.00, \$75.00 cash down and the balance to be paid in monthly payments. Mr. Laffin failed to pay the balance as called for in the agreement. With the assistance of the Evacuee Property Supervisor and this office Mr. Makino succeeded in making arrangements with Mr. Laffin to retire the balance.

Under date of December 12, 1944, the Evacuee Property Supervisor at Seattle transmitted to this office monthly payments for the months of September, October, and November in the total sum of \$45.00 in form of an American Express Company Money Order.

Prepared the following:

1. A receipt covering the aforesaid money order, which was signed by Mr. Makino.
2. A letter to the Evacuee Property Supervisor at Seattle, wherein the aforesaid receipt in duplicate was transmitted.

22) INTERVIEW:

Mr. T. Sunohara-----Consultation.

23) INTERVIEW:

Mr. T. Murahashi, relative to his farm.

EVACUEE PROPERTY: Mr. Murahashi is the owner of a farm at Gresham, Oregon. This farm is now being leased to E. M. Robbins. The First National Bank of Portland (Gresham Branch) is now acting as Mr. Murahashi's agent in collecting the rental on the property. A payment in the sum of \$166.66 became due on October 15th.

Mr. Murahashi has requested, that we write to his bank to inquire as to whether or not this payment has been made and to secure for him two receipted tax statements.

To accommodate Mr. Murahashi, I have this date prepared this letter to the bank.

FRIDAY - December 22, 1944

24) EVACUEE PROPERTY:

Under date of December 16, 1944 we received the following letter from the Evacuee Property Supervisor at Portland:

"Reference is made to the signature of Hannah Glenn and the various spelling of her first name in the copy of the deed from Takaki et al to Hannah Glenn also in the manner in which she has signed the deed conveying the property to W. C. Wells.

It is noted that she has spelt the first name Hannah in one place, in another Hanna and still in another Hanah.

Please have prepared an affidavit to be furnished Mr. Wells, through this office, signed by one or more persons testifying that this is one and the same person. It is not believed that the various spelling of her name will interfere with the closing of the conveyance from the Takakis to Mr. Wells, but such an affidavit should be furnished at this time to be placed on record and so

eliminate the possibility of any question arising in any future conveyance."

To comply with the request, I prepared the following:

1. An affidavit by S. Takaki and Robert S. Takaki concerning same, which was signed by each of them before the office notary.
2. A letter to the Evacuee Property Supervisor, wherein the aforesaid affidavit was transmitted.

25) INTERVIEW:
Mr. Jack Saoka-----Consultation.

26) MEMO:
A memo to Mr. Frank S. Barrett, wherein I enclosed copies of three letters forwarded to us by Mr. Wayne Barclay relative to the service in the Suyetani divorce action.

27) LETTER:
A letter to Mr. Wayne Barclay, wherein I returned the three letters, which he had forwarded to this office for our examination.

SATURDAY - December 23, 1944

28) INTERVIEW:
Mr. and Mrs. Sunohara, relative to an affidavit to be submitted to the Army concerning their son's physical ailment-----Consultation.

TUESDAY - December 26, 1944

29) INTERVIEW:
Mr. M. Hirano-----Consultation.

30) INTERVIEW:
Mr. R. Nitta-----Consultation.

31) INTERVIEW:
Mr. G. Tanaka-----Consultation.

32) DIVORCE:

I was today informed over the telephone by Mr. Wayne Barclay to the following effect:

1. That the service in the case of Tanaka vs. Tanaka was made on December 20, 1944, along with the service in the case of Aoki vs. Aoki; and that a default in each of the respective cases will be entered on January 10, 1945, unless an appearance is made on the part of the defendant.
2. That the service in the case of Suyetani vs. Suyetani has already been made and the default will be entered on January 5, 1945, unless an appearance is made on the part of the defendant.
3. That service has been made in the case of Imamoto vs. Imamoto and the default will be entered on December 27, 1944 unless an appearance is made on the part of the defendant.

33) INTERVIEW:
Mr. T. Tokaji-----Consultation.

34) INCOME TAX:

Prepared a letter to the Collector of Internal Revenue, with offices at Boise, Idaho, wherein the office requested for the income tax return forms for the calendar year of 1944.

The order covered the following:

1. 300 sets of the short form.
2. 300 sets of the long form.
3. 10 sets of the partnership income tax return forms.
4. 10 sets of the corporation income tax return forms.

35) INTERVIEW:

Harry Kato, relative to an accident between his car and a project car.

AUTOMOBILE ACCIDENT: I referred this matter over to Mr. Frank S. Barrett, our Project Attorney.

36) INTERVIEW:

K. Kodani, relative to a Sumitomo Bank claim---Consultation.

37) INTERVIEW:

H. Waki, relative to a Sumitomo Bank claim-----Consultation.

38) INTERVIEW:

T. Uyematsu, relative to a Sumitomo Bank claim-Consultation.

39) INTERVIEW:

Mrs. Kuyo Imamoto, relative to a divorce-----Consultation.

40) INTERVIEW:

Mr. Frank Iwata, relative to the property stored at the Buddhist Church at Portland-----Consultation.

41) INTERVIEW:

T. Suzuki, relative to a Sumitomo Bank claim---Consultation.

42) INTERVIEW:

Mr. S. Yukawa, relative to a Sumitomo Bank claim-Consultation.

43) INTERVIEW:

Mr. Jack Yamaguchi of the "Irrigator", relative to the placing of an item in the project newspaper.

NEWSPAPER INSERTION: I delivered a copy of the letter from the Alien Property Custodian to Mr. D. S. Myer, our director, dated December 6, 1944 relative to the acceptance by the liquidator of the Sumitomo Bank of an affidavit in lieu of a bond covering a lost passbook. Mr. Yamaguchi promised to insert the letter in the English section and a translation of the same in the Japanese section of the newspaper.

WEDNESDAY - December 27, 1944

44) CASHING OF TWO GOVERNMENT CHECKS, WHICH ARE MORE THAN ONE FISCAL YEAR OLD.

DEPARTMENT OF TREASURY: Umetaro Honda prior to the outbreak of war was residing at Fukuoka-ken, Japan. While in Japan he was receiving Old Age and Survivor's Insurance benefits from the United States.

Under letter post-marked Yokohama Nippon, dated September 17, 1941 Mr. Honda forwarded to Suma Matsumoto two checks concerning his Old Age Benefits, each in the sum of \$21.87, for the special purpose of having the same cashed.

As a result of the war this property is blocked. Under date of September 11, 1944 the Alien Property Custodian advised Miss Mary Matsumoto, the daughter of Suma, to the following effect:

"Replying to your letter of September 1st-1944 written in behalf of your Mother, Suma Matsumoto, we believe that the only way in which the two checks in question can be cashed is by making an application to the Federal Reserve Bank for a Special License authorizing some Domestic Bank to cash said checks and to deposit the proceeds in a blocked account to the credit of Umetaro Honda.

The Legal Aid Division will probably have the necessary blanks for use in making application for license and if they do not have can obtain them from the Federal Reserve Bank of San Francisco or from the Seattle Branch.

Would suggest that you specify in the application the name of the Domestic Bank which you desire to have cash said checks and where the proceeds are to be deposited in a blocked account to the credit of Umetaro Honda."

The license was prepared by this office and accordingly granted by the Federal Reserve Bank of San Francisco under date of October 28, 1944 being license No. SF 4384. As directed in said license Suma Matsumoto endorsed the two checks and the proceeds of same were deposited to the credit of a blocked account in the name of "Suma Matsumoto in trust for Umetaro Honda".

However, on November 21, 1944 the Federal Reserve Bank of San Francisco advised the Fidelity National Bank of Twin Falls relative to these two checks to the following effect:

"We are returning herewith the two Treasury checks sent

to us with your letter of November 17, described as follows:

<u>Number</u>	<u>Symbol</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>
5,211,062	894-500	5-31-41	\$21.87	Umetaro Honda
5,537,839	894-500	6-30-44	21.87	Umetaro Honda

The reason for return of these checks is that they are more than one full fiscal year old. Before they can be negotiated, the Treasury Department requires that the owner make application over her own signature to the Chief Disbursing Office, Division of Disbursement, Washington, D. C., for payment of the items from the Outstanding Liabilities Appropriation. This is not related to the Foreign Funds Control, but applies to all Treasury checks which are more than one full fiscal year old. Thus, while our license S.F. 43844, issued to Suma Matsumoto authorizes the negotiation of these checks and the deposit of the proceeds in a blocked account in the name of Suma Matsumoto, the other requirement of the Treasury also must be met.

If Mrs. Matsumoto, the present owner of the checks which have been endorsed both by the payee and by Mrs. Matsumoto, will write the Chief Disbursing Officer explaining fully the circumstances regarding the checks, that officer can then determine whether the items may be paid. In presenting information to the Chief Disbursing Officer, we suggest that Mrs. Matsumoto explain that the Foreign Funds Control Division has issued a license authorizing the deposit of the proceeds of these checks in a blocked account in the name of Suma Matsumoto, in trust for Umetaro Honda. The checks should, of course, accompany the letter addressed to the Chief Disbursing Officer.

After payment of the checks has been approved by the Chief Disbursing Officer, and they have been returned to Mrs. Matsumoto or to your bank, they may be negotiated in the same manner that would be followed in presenting other Treasury checks."

Therefore, prepared a letter to the Chief Disbursing Officer, Division of Disbursement, Washington, D. C., wherein Suma Matsumoto requested the payment of the two checks from the Outstanding Liabilities Appropriation.

45) INTERVIEW:

Gladys Tamura, relative to a Sumitomo Bank claim--Consultation.

46) WIRE:

Prepared the following wire to the Evacuee Property Supervisor at Seattle:

"PLEASE ADVISE US AS TO HOW MIHARA AND MR. AND MRS. NOJI SIGNED THEIR NAMES TO THE POWER OF ATTORNEY NOW ON RECORD TO A. B. MORRIS."

47) INTERVIEW:

Mrs. Suma Matsumoto, relative to two blocked checks.

DIVISION OF DISBURSEMENT (continued from Item 44): Prepared the following:

1. A receipt covering the aforesaid checks, one of which is to be delivered to the Fidelity National Bank of Twin Falls.
2. A letter to the Chief Disbursing Officer, Division of Disbursement, Washington, D. C., wherein the application by Suma Matsumoto, together with the two checks, were transmitted, and she had requested the payment of same out of the Outstanding Liabilities Appropriation.

48) INTERVIEW:

Mr. Dengo Kusakabe, relative to an appointment of a new attorney-in-fact for Hiroshi and Chiyo Shigihara.

POWER OF ATTORNEY: Mr. Frank E. Boyle, the attorney-in-fact for the "Shigiharas" died at Seattle last month. The "Shigiharas" are desirous of having T. C. Boyle, the son of Mr. Frank E. Boyle, act as their new attorney-in-fact. To accommodate Mr. Kusakabe I prepared the following:

1. The Revocation of the Old Power of Attorney.
2. A new Special Power of Attorney in favor of T. C. Boyle.

49) TRIP TO JEROME:

I went to Jerome in company with Mr. Cox to contact Mr. Wayne Barclay, an attorney, relative to the setting of dates on the default divorce calendar concerning several divorce cases which he is now handling.

Mr. R. Nitta, an evacuee client, also went along with us in order that he may discuss his case with Mr. Wayne Barclay.

THURSDAY - December 28, 1944

50) INTERVIEW:
Messrs. Mihara and Noji, and Mrs. Noji, relative to the sale of a Puyallup greenhouse-----Consultation.

51) INTERVIEW:
Mr. Tosh Sato-----Consultation.

52) TRIP TO TWIN FALLS:

I went to Twin Falls to see Mr. Stettler of the Fidelity National Bank in regard to the Suma Matsumoto matter. I delivered to him the receipts signed by Suma Matsumoto covering the two outlawed checks.

The bank's files were cleared, so that Mrs. Matsumoto can directly correspond with the Chief Disbursing Officer, Division of Disbursement, Washington, D. C., through this office.

On the way back I contacted Mr. Wayne Barclay in Jerome, who informed me, that a judge will come in to Jerome on Saturday morning to hear the testimony of the witnesses in support of the default in the Imamoto divorce case.

FRIDAY - December 29, 1944

53) INTERVIEW:
Messrs. H. and Y. Matsuda, relative to a land transfer.

EVACUEE PROPERTY: Daiichi and Masako Yoshioka are record holders of several pieces of property in Pierce County, Washington.

Y. Matsuda, a soldier, advised us, that the Yoshiokas are willing to transfer the two pieces of property over to him.

Before the deed can be properly prepared it is necessary to ascertain whether or not the descriptions given to me by Mr. Matsuda are both correct, and also how the names of Daiichi and Masako Yoshioka appear on the record.

Therefore, prepared a letter to the Evacuee Property Supervisor at Seattle, wherein assistance in checking same was requested by this office.

54) INTERVIEW:

Henry Uchida, relative to his father's hotel in Seattle-
Consultation.

SATURDAY - December 30, 1944

55) DIVORCE (Imamoto vs. Imamoto):

I accompanied Kuyo Imamoto and Kiyo Yamamoto to Jerome, the County Seat, to attend a divorce hearing.

The defendant, Jusaku Imamoto, also a resident of this center, had failed to appear as required by law; so, a default was entered against him.

The hearing on the default came before the District Judge, T. Bailey Lee, and formal proof was put on by Mr. Wayne Barclay, the attorney for the plaintiff, Kuyo Imamoto. Kiyo Yamamoto was the additional witness to prove the plaintiff's residence at Hunt, Idaho. I acted as interpreter for the witness and Mrs. Imamoto.

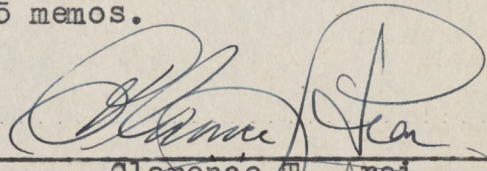
The court found, that the defendant had treated the plaintiff in a cruel and inhuman manner and ordered:

That the marriage of the said plaintiff, Kuyo Imamoto, and the said defendant, Jusaku Imamoto, be dissolved and that the same is hereby dissolved accordingly and that the said parties are, and each of them is, hereby freed and absolutely released from the bonds of matrimony and all of the obligations thereof;

That plaintiff be and she is hereby restored her former name, to-wit: Kuyo Parteno.

56) MEMO:

For the two weeks, prepared 15 memos.


Clarence T. Arai