

C 1.04:3

3 of 5

67/14
C

April 9, 1942

MEMORANDUM FOR MR. EDWARD J. ENNIS
DIRECTOR, ALIEN ENEMY CONTROL UNIT

In regard to securing jurisdiction over Camp Owens in California, concerning which you communicated to me an inquiry from the legal advisers of General DeWitt as to what would be necessary to acquire such jurisdiction, I enclose a copy of a memorandum on this subject for your interest.

The matter is of such general importance that I thought it advisable to give the Under Secretary of War a memorandum on the subject as it may be a determining factor in concluding whether to lease or to acquire outright the area embraced in Camp Owens. A copy has been sent to Mr. Irl D. Brett in Los Angeles, Special Attorney, Lands Division. There must be a contract to acquire title, or a condemnation of the area if the desired jurisdiction is to be secured for the War Department, as is more fully set forth in the enclosed memorandum.

I ought to add, however, as stated in the conclusion of the attached memorandum, that a distinction must be made between jurisdiction and constitutional power. Whether or not there has been consent to an acquisition or cession of jurisdiction, the United States Government may nevertheless carry on its constitutional activities, particularly a war activity, without any interference whatever by state authorities. This perhaps may solve the peculiar problem at Camp Owens arising from a fact not stated in the enclosed memorandum, namely the strong anti-Japanese feeling of the local sheriff which threatened to give rise to serious difficulties in administration of the camp by the United States Army.

I would be glad to be advised if you differ in any way from the conclusions stated.

Respectfully,

NORMAN M. LITTELL
Assistant Attorney General .

April 8, 1942

MEMORANDUM FOR UNDERSECRETARY OF WAR
ROBERT P. PATTERSON

FROM: NORMAN M. LITTELL
ASSISTANT ATTORNEY GENERAL

RE: FEDERAL JURISDICTION OVER CAMP
OWENS, INYO COUNTY, CALIFORNIA

Facts:

The War Department has established a camp for the detention of Japanese in Owens Valley, in Inyo County, on property owned by the City of Los Angeles as part of its watershed. The City has not agreed to, but has apparently acquiesced in, this use of the property. It is understood that ultimately 6000 acres will be acquired for the construction of dwellings, schools, churches, recreation centers, etc., for the Japanese for the duration of the war. The possibilities are that the land may be leased temporarily, or that a temporary use may be condemned, or that the title may be acquired by purchase or by condemnation.

Question Examined:

MAY THE WAR DEPARTMENT ACQUIRE EXCLUSIVE JURISDICTION OVER CAMP OWENS, WHEN OCCUPATION OF THE PREMISES IS BY LICENSE OR LEASE, OR MUST THE WAR DEPARTMENT PURCHASE OR CONDEMN THE SITE?

Syllabus:

Federal jurisdiction over Camp Owens in California cannot be obtained where the Government merely occupies the land, or has leased it temporarily, or has condemned a temporary use; it can be obtained under the California general consent statute where there is a binding contract to purchase the fee or the fee has passed by deed or condemnation; it can likewise be obtained under the California cession statutes where the fee has passed by deed or condemnation, and a description of the property plus a map or plat of it have been filed in the county recorder's office; in all cases the federal jurisdiction is subject to the right of the state to serve civil and criminal process and to tax.

Discussion:

The question is presented whether jurisdiction of this camp area can be secured and, if so, what is the procedure that must be followed.

Two methods exist for the Federal Government to secure jurisdiction, (A) an acquisition of land with the consent of the state, pursuant to Art. I, sec. 8, cl. 17 of the Constitution, and (B) a cession of jurisdiction by the state.

A. Consent. By Art. I, sec. 8, cl. 17, it is provided that the Federal Government has power:

to exercise like authority [exclusive jurisdiction] over all places purchased by the consent of the legislature of the state in which the same shall be, for the erection of forts, magazines, arsenals, dockyards, and other needful buildings.

This clause has been held inapplicable where the Federal Government merely occupies and uses the land. Cf. People v. Godfrey, 19 Johns 225, 232 (N. Y. 1819). And it has also been held inapplicable where the Government has merely leased the property. United States v. Tierney, 28 Fed. Cas. No. 16, 517 (C. C. S. D. Ohio, 1864) (camp site leased for one month with option for renewal for six months); Brooke v. State, 155 Ala. 78, 46 So. 491 (1908) (post office rented); People v. Bondham, 161 Misc. 145, 291 N. Y. S. 213 (Co. Ct. 1936) (civilian conservation camp site leased for less than a year). These cases have based their decision on the words "places" and "purchased" in clause 17, and the fact that a permanent use of the property purchased seems contemplated in view of the nature of the structures enumerated (forts, magazines, arsenals, dockyards). Doubt, however, is cast on the validity of this last basis in James v. Dravo Contracting Co., 302 U. S. 134 (1937) and Mason Company v. Tax Commission, 302 U. S. 186 (1937), which construe "other needful buildings" as "whatever structures are found to be necessary in the performance of the functions of the Federal Government."

Assuming that the acquisition of a fee is required, it is not considered necessary, however, for the title to have passed to the Government, but only that there be a binding contract of purchase. The place will be held to be "purchased" within the meaning of clause 17. State v. Bruce, 106 Mont. 322, 77 P. 2d 403 (1938), aff'd per cur. by an equally divided court, 305 U. S. 577 (1938); State v. Bruce, 104

1/
Mont. 500, 69 P. 2d 97 (1937 ; but cf. Valley County v. Thomas, 109 Mont. 345, 97 P. 2d 345 (1939), explained by Calvin v. Custer Co., 111 Mont. 162, 107 P. 2d 134 (1940). Under these cases a mere option contract is not enough; the cases differ, however, whether possession with the acquiescence of the owner under such an option contract can be construed as the acceptance of the option.

Further, it is believed that acquisition by condemnation falls within the term "purchase" of clause 17. People v. Collins, 105 Calif. 504, 39 Pac. 16 (1895); cf. Allen v. Industrial Acc. Comm., 3 Calif. 2d 214, 43 P. 2d 787 (1935); see Koerner revision of Oppenheimer memorandum, 26 Lands Division Memoranda, 528, 532, interpreting James v. Dravo Contracting Co., 302 U. S. 134, 141, 147 (1937) and Mason v. Tax Commission, 302 U. S. 186, 203, 204 (1937), containing language which appears to draw a distinction between purchase and condemnation.

Assuming, then, that the acquisition is within the scope of clause 17, it is also necessary that the state government consent thereto before exclusive jurisdiction vests in the Federal Government. The general^{2/}consent statute of California reads (Calif. Stats. 1939, c. 710, amending Calif. Pol. Code (Deering, 1937) sec. 34):

The Legislature consents to the purchase or condemnation by the United States of any tract of land within this State for the purpose of erecting forts, magazines, arsenals, dockyards, and ~~for~~ other needful buildings, upon the express condition that all civil process issued from the ~~of~~ courts of this State, and such criminal process as may issue under the authority of this State, against any person charged with crime, may be served and executed thereon in the same mode and manner and by the same officers as if the purchase or condemnation had not been made and upon the further express condition that the State reserved its entire power of taxation ~~with~~ with respect to such tracts of land and may levy and collect all taxes now or hereafter imposed in the same manner and to the same extent as if this consent had not been granted.

1/ The case of United States v. Schwalby, 8 Tex. Civ. App. 679, 29 S. W. 90 (1893), writ of error refused, 87 Tex. 604 (1895), rev'd on other grounds, 162 U. S. 255 (1895), did not involve this exact point and the statement that "title" must be in the United States for exclusive jurisdiction may be ignored. The other cases cited in the Valley County case, having this language, may be similarly distinguished.

2/ There is a special consent statute dealing with the conveyance by municipal corporations of land outside the municipality, as is the case here, to the United States for War Department and other purposes. Calif. Gen. Laws (Deering), 1937) Act. 8820. However, the statute applies to donations. It clearly contemplates the vesting of jurisdiction after the passage of title, as evidenced by a deed. Section 4.

It is noted that this consent statute is as broad, and perhaps broader, than clause 17, so that there is ~~was~~ no doubt that the state has consented to any acquisitions authorized under the constitutional clause. However, complete federal jurisdiction does not eventuate since in this case California has conditioned its consent on the reservation of jurisdiction to serve civil and criminal process and to tax. California may constitutionally so condition its consent. James v. Dravo Contracting Co., 302 U. S. 134, 146-149 (1937).

In conclusion, on this ~~part~~ phase, if the Federal Government merely occupies the land ~~with~~ the consent of the owner, or leases or rents the land under contract, or secures a temporary use by condemnation, it ~~can~~ cannot acquire jurisdiction. If the Federal Government enters into a binding contract to purchase, or secures the title by deed or condemnation, it can acquire under the California consent statute complete jurisdiction save for the right of the state to serve civil and criminal process and to tax.^{3/} Under Revised Statutes sec. 355, as amended, 40 U. S. C. sec. 255 (Supp. 1941), the acquisition of jurisdiction is not automatic, but the head of the acquiring agency must indicate acceptance by filing a "notice of such acceptance with the Governor of such State or in such other manner as may be prescribed by the laws of the State."

B. Cession. The second method of securing jurisdiction is by a cession of jurisdiction from the state. The state, it is believed, like any other sovereign, may cede jurisdiction to the Federal Government over an area, even if the Federal Government has no interest in the land in the area. So there may be a cession of jurisdiction where the Federal Government is using or occupying certain land temporarily, as occurred in Wills v. State, 50 Tenn. 141 (1871). The matter depends on the state cession statutes.

The first relevant cession statute was passed in 1891. Calif. Stats. 1891, c. 181. It reads as follows (p. 262):

Section 1. The state of California hereby cedes to the United States of America exclusive jurisdiction over such piece or parcel of land as may have been or may be hereafter ceded or conveyed to the United States, during the time the United States shall be or remain the owner thereof, for all purposes except the administration of the criminal laws^{4/} of this State and the service of civil process therein. (Underlining supplied)

^{3/} It is not believed this reservation covers the taxation of federal property. It probably only covers the persons and their possessions on the land.

^{4/} This phrase is interpreted as merely reserving the right to serve criminal process. United States v. Watkins, 22 F. 2d 437 (N. D. Calif. 1927).

It will be noted that this statute contemplates that the United States must be the owner of the parcel of land.

This cession statute was evidently not sufficient to cover the case of camps and forts held, occupied, or reserved, which had not been ceded or conveyed to the United States, and so a new statute, Calif. Stats. 1897, c. 60, was passed. United States v. Watkins, 22 F. 2d 437 (N. D. Calif. 1927). This statute reads as follows (p. 439):

Section 1. The state of California hereby cedes to the United States of America exclusive jurisdiction over all lands within this state now held, occupied, or reserved by the government of the United States for military purposes or defense, or which may hereafter be ceded or conveyed to said United States for such purposes: Provided, that a sufficient description by metes and bounds and a map or plat of such lands by filed in the proper office of record in the county in which the same are situated; and provided further, that this state reserves the right to serve and execute on said lands all civil process, not incompatible with this cession, and such criminal process as may lawfully issue under the authority of this state against any person or persons charged with crimes committed without said lands.

It will be noted that there is missing from this statute the phrase vesting jurisdiction while the United States is the owner. By this omission it was doubtless meant to take care of the cases where the United States, at the time of the statute, merely occupied certain land. But a similar provision was not made for future occupancies and reservations, the statute merely stating that the Government shall have exclusive jurisdiction over all lands which might hereafter be "ceded or conveyed" and not over all lands which might hereafter be "held, occupied, or reserved." It is believed, accordingly, that the statute does not cede exclusive jurisdiction where the Federal Government is merely an occupant of the land with the acquiescence of the owner. It is also believed a strained interpretation to include land rented or leased. And, it is doubtful whether land under a contract of purchase comes within the scope of the Act, since the word "conveyed" unlike "purchased" seems to connote the passage of a deed.^{5/} However, land ~~is~~ condemned, as well as land conveyed by deed, is believed included. Cf. Allen v. Industrial Acc. Comm., 3 Calif. 2d 214, 43 P. 2d 787 (1935).

Assuming the acquisition is one for which a cession of jurisdiction is provided, the State of California in this case, as in the case of the consent statutes, has reserved a right to tax (Calif. Stats. 1939, c. 710), as well as to serve civil and criminal process.

^{5/} It is arguable that by the contract ~~for~~ of purchase there has been the conveyance of the equitable title. See Calvin v. Custer Co., 111 Mont. 162, 107 P. 2d 134 (1940).

Also, as in the case of consent statutes, Revised Statutes sec. 355, as amended, 40 U. S. C. sec. 255 (Supp. 1941) provides that the cession of jurisdiction shall not be automatic, but that acceptance shall be indicated by filing a notice of such acceptance with the Governor, or in such other manner as may be prescribed by the law of the state. Under this provision it may only be necessary to file a metes and bounds description and a map or plat of the lands in the Inyo County Recorder's Office as prescribed by Calif. Stats. 1897, c. 60, set out, supra, but it seems best in addition to transmit a form of acceptance to the Governor of the state.

Conclusion:

Under neither the consent nor cession statutes, it is believed, can jurisdiction be obtained where the Government occupies the land with the acquiescence of the owner, or holds it on leasehold by contract or on a temporary use by condemnation. Under the consent statute, but probably not under the cession statute, jurisdiction may be secured under a contract of purchase. Under both statutes jurisdiction may be secured after the passage of title by contract or condemnation.

Attached is a form letter prepared by the Lands Division to the Governor or other state official accepting jurisdiction. It is suggested that both the consent and cession statutes be inserted in the form as the basis of the state's transfer of jurisdiction. Also that the metes and bounds description, with a map or plat attached, be filed as required by Calif. Stats. 1897, c. 60, and that a statement be made of such filing in the form.

It will be noted that the form is based on the assumption that title has passed, and it will have to be modified if jurisdiction is requested while the land is merely held under a contract of purchase.

It should be pointed out that if the Federal Government is operating within the scope of its constitutional authority, which of course it is doing in this instance, and especially in time of war, a state may not interfere with the Government's activity, irrespective of whether the United States has obtained exclusive jurisdiction, partial jurisdiction, or no jurisdiction over the lands involved. Fort Leavenworth R. R. Co. v. Lowe, 114 U. S. 525, 531; James v. Dravo Contracting Co., 302 U. S. 134, 141-142; Stewart & Co., Inc. v. Sadrakula, 309 U. S. 94, 103. This conclusion follows if one keeps in mind that exclusive jurisdiction and constitutional power are two entirely distinct matters. Consequently, whether there has been any consent to an acquisition by the United States or any cession of jurisdiction, the Government may nevertheless carry on its constitutional activities, particularly a war activity, without any interference whatsoever by the state authorities.

Respectfully,

NORMAN M. LITTELL
Assistant Attorney General

Letter from Shirrell, Act. Proj. Director, to Fryer.
May 11, 1942 (written in San Francisco)

Mr. Chambers, Acting Assistant Project Director at Tule Lake Project,
wrote me as follows in his letter of May 15:

"Relative, first, to the stoves. The Captain has gone ahead with the installation of some of the stoves in the M.P. Barracks. They are sheet metal and will undoubtedly burn out if overloaded. However, the price of freight to ship them back would be more than the stoves are worth. Wood or coal may be burned in them, but in my opinion wood would be best. If instructions are issued relative to handling they should Lask O.K. In any event they can be replaced with heavier type as such type is received. The M.P. installations had to be made as their section is completed tomorrow morning."

I thought you should be kept informed on the stove controversy. I am very much concerned about the fire hazard that the installation involves.

cc: Col. Cress
Col. Foy
Mr. Niesse

Regional Files 471, Wash. DC
Miyamoto

Letter C. Boyd Smith, Supply Officer to Commanding Officer, California Quartermaster Depot,
May 21, 1942

1. Cancel Item No. 2, Page 2 of Requisition No. 4, dated May 15, for the Tule Lake War Relocation Project, Staley, California. The 300,000 lbs. of straw for bed sacks will not be required in view of the fact that mattresses have been shipped from the Quartermaster Depot, Ogden, Utah.

Regional Files 471, Wash. DC
Miyamoto

Memo from Fryer to Lt. Col. Foy
June 5, 1942

Under Transfer Order No. 3, evacuees of the Sacramento Assembly Center, totaling 4,811, will be moved to Tule Lake beginning June 15 at the rate of 1,000 persons every two days until movement is completed. Under Transfer Order No. 4, evacuees of the Marysville Assembly Center, totaling 2,353, will be moved to Tule Lake beginning June 24 at the rate of approximately 500 persons each day until transfer is completed. This will bring Tule Lake census on July 6 to approximately 9,264.

In checking these movements with Mr. Shirrell, he has advised us by wire dated June 4 as follows:

"Retel total estimated evacuee population 2111 June 6. Are we to expect any arrivals between June 6 and June 15. If not population at end of ~~Marysville~~ evacuation Sacramento evacuation will be 6911 and at end of Marysville evacuation at June 29, 9264. We have mattresses for 10,000; cots for 6000, blankets for 4000, kitchen equipment for 5000. Urgent medical needs are autoclave, anesthetic machine, hospital kitchen and laundry equipment, 6 doctors, 40 nurses, one pharmacist, one laboratory technician, and one anesthetist. If all supply needs are brought to 9264 strength and medical personnel and equipment needs satisfied, we can relieve Sacramento and Marysville evacuees."

Will you take whatever action is required to supply Tule Lake with additional cots and kitchen equipment required. I am referring the need for medical equipment (autoclave, anesthetic machine, and hospital kitchen and laundry equipment) to Doctor Thompson.

Regional Riles 471, Wash. DC
Miyamoto

June 17, 1942

Project Director
Tule Lake Project

Attention Chief Steward

As instructed in letter of June 9 Requisitions for August subsistence
are requested forwarded to this office immediately

C Boyd Smith
Supply Officer
War Relocation Authority
Frisco

Regional Files 471, Wash. DC
Miyamoto

Memo to Shirrell from Fryer
Undated, about June 10, 1942

Under the terms of the "War Relocation Authority Tentative Policy Statement," which motivated my letter to you of June 8 suggesting that you enter a requisition for clothing for enlistees, such clothing should be limited to "outer work clothing and footgear."

It would be our interpretation that the following items would be applicable for purchase. Head gear (hats), work shirts, work trousers, work shoes, work socks, sweaters or jackets, as climatic conditions warrant.

Items which might be considered as refinement above the actual necessity (such as underwear, mufflers, etc.) should not be purchased for issue.

Regional Files 471, Wash. DC
Miyamoto

Teletype from Shirrell to Fryer, attention Petrie
June 26, 1942

BY BORROWING HEATING STOVES FROM THE MILITARY AREA AND CAPTAIN WILKES OF ARMY ENGINEERS PURCHASE OF ~~XXX~~ 100 FROM THE CONTRACTOR WE CAN HANDLE REMAINDER OF MARYSVILLE EVACUATION IF FIVE BLANKETS PER PERSON ARE SHIPPED TO US. AFTER MARYSVILLE EVACUATION WE CANNOT RECEIVE UNLESS HEATING STOVES CAN BE TRANSFERRED AS CAPTAIN WILKES CANNOT OBTAIN ANY MORE TEMPORARY STOVES. REQUEST IMMEDIATE STEPS BE TAKEN TO SHIP TEMPORARY STOVES FROM MARYSVILLE AND SACRAMENTO ASSEMBLY CENTERS.

Regional Files 471, Wash. DC
Miyamoto

Letter Memo from R. J. Yust, Subsistence Officer, to Rachford, with
attention Stulz
June 23, 1942

Effective June 29, 1942, the Commanding Officer Quartermaster Market
Center, 510 Battery St. San Francisco, will make all purchases of
perishables formerly procured locally by you for the Tule Lake War
Relocation Project.

We have been so informed by Lt. Galliday of the Quartermaster Market
Center today. Therefore, all contracts for local purchases of peri-
shables that you may have been making are to be terminated as of
June 29, 1942, so that duplication of purchases may be avoided.

Regional Files 471, Wash, DC
Miyamoto

Memo from Yust to Shirrell
July 7, 1942

We have taken care of your requirements of perishables for ^{the} week of July 14 to 21, and they have been forwarded to the Quartermaster Market Center for delivery.

Will you please send in your requirements from July 21, to 28, and from 28th to the 31st immediately? Also, we should like you to submit your September requisitions, following the procedure outlined in our Circular Letter No. 26, so that these requisitions will be in our office not later than July 15, 1942.

Regional Files 471, Wash. DC
Miyamoto

Memo from Fryer to Shirrell
July 1, 1942

There are some new developments in connection with the initial supply of blankets by the Quartermaster which should be made known to you.

As you know, the evacuees were advised in the control stations to take personal bedding with them. The intent of the Army in making an initial supply of all items is merely to provide the minimum with which operations can be initiated. In the case of blankets, they determined that an initial supply of three per person for 70 percent of the total census should be adequate. If the Regional Office failed to advise you that this was the case, then your existing shortage is in part our responsibility.

We are advised that the WCCA cannot entertain a request from us for an increase in the blanket allowance for Tule Lake. If additional blankets are to be provided for your use, then they will have to be purchased by the War Relocation Authority.

It might be well for you to submit a requisition if you can determine what your shortage will be. Your total allowance will be 33600, or 2100 per 1000 individuals.

There is no inclination here to disparage your needs, but there is increasing difficulty in securing Army supply items of the type and quantities which we should like.

Is there any possibility of meeting a part of your shortage by a quick survey of their use by the block managers? Without question, there are some blankets which could be replaced by evacuee owned blankets ~~which~~ and perhaps some local redistribution in numbers would make additional ones available. The balance can be requisitioned for purchase; but since woolen blankets contain critical materials, we hesitate to purchase more than are absolutely necessary.

Regional Files 471, Wash. DC
Miyamoto

Letter from Col. Foy, QMC, Chief, Service Supply, to Commanding Off.
California Quartermaster Depot.
July 11, 1942

Confirming telephone conversation between Mr. R. J. Yust and Major
Brugger, regarding milk for Tule Lake War Relocation Project, Newell,
California.

Milk is now being delivered to the Tule Lake Project on a daily
basis, and there should be no reason for milk souring if it is consumed
the same day it is delivered. ~~cap~~

Copy of letter, received from the Tule Lake Project with reference
to milk souring is inclosed, for your information.

Letter from Dr. Carson to Fryer
July 7, 1942

When you were here on your tour of sanitary inspection, there was
considerable discussion of the milk problem, particularly of pre-
mature souring.

Following your departure, Doctor Murphey, of the California Public
Health staff, and Doctor Sleath, here from the WRA office, made an
official inspection of the dairy.

They found the dairy in generally good condition from a sanitary
standpoint. They did, however, make some specific recommendations,
one affecting the temperature of milk directly. We have found that
the milk becomes warm in transit from Klamath Falls to the Project.
As a consequence of this, the milk is sour within a few hours despite
immediate refrigeration here.

It is, therefore, respectfully recommended that, through your good
offices, arrangements be made with the milk contractors to ice the
milk in transit or to use carbon dioxide snow or other means of keep-
ing the milk at a refrigerated temperature until its arrival in the
project.

Since this problem is growing more acute daily with the advent of
very hot weather we, of course, will appreciate early action or other
arrangement by your office to control this situation.

Memo from Yust to Shirrell
July 14, 1942

We are in receipt of your letter of July 7 regarding milk control
for your project.

We have contacted the California Quartermaster Depot at Oakland,
California, and they have informed us that milk for your project will
now be delivered daily and in the early morning hours. This should
alleviate the problem of sour milk quite a bit.
etc,

Regional Files 471, Wash. DC
Miyamoto

Memo from Col. Foy to Shirrell
July 23, 1942

We executed vouchers yesterday to pay for certain items of subsistence purchased by your project due to existing emergencies. This was arranged with the Depot for this particular time only and I wish to inform you that such practices will not be recognized in this office hereafter.

All subsistence must be requisitioned for thru the proper channels on the Quartermaster Depot.

In case it becomes necessary to procure subsistence due to one emergency or the other, your project has authority to make such procurement and pay for same out of funds which have been or should be allotted to your project for those purposes.

Regional Files 471, Wash. DC
Miyamoto

Memo from Hall Stenz, Regional Procurement Officer, to Shirrell
July 24, 1942

Because you have not indicated the number of people who are to use these uniforms (Requisition TL-95 - Shoes and Uniforms for Waitresses), and because you failed to state the length of time these are to last, it is necessary we reduce the amount by 50 percent. From all appearances you are making a request for from six months to a year in advance. It is obvious in an operation such as ours that only three months supply should be requested at one time.

In the future, when making requests of this type, we hope you will include a full justification and breakdown as to the number of people being furnished uniforms and where they are working.

We also ~~the~~ question the prices you have indicated because we do not believe that shoes can be obtained for \$2.00 per pair, or less.

Regional Files 471, Wash. DC
Miyamoto

Memo from C. Boyd Smith, Supply Officer, to Shirrell
August 4, 1942

Your Requisition No. (T1)-43, dated June 1, 1942, covering 57,000 tons of bituminous coal is covered by the following contracts:

Royal Mine, Royal, Carbon County, Utah	10,000 tons
Peacock Mine, Rock Springs, Sweet County, Wyo.	10,000 "
Wattis Mine, Wattis, Carbon County, Utah	12,000 "
Sweet Mine, Union, Carbon County, Utah	2,000 "
Liberty Mine, Latuda, Carbon County, Utah	2,000
McGowan Mine, Consumers, Carbon County, Utah	7,800
Deer Creek Mine, Huntington, Emery County, Utah	13,800

Copy of the above contracts should now be available at the Tule Lake Project. The California Quartermaster Depot has been requested to arrange delivery of 10 carloads of coal daily to your project and to continue at this rate until further notice. Shipments have been authorized to begin as early as possible.

It will be necessary for you to submit samples of coal for test purposed to the Bureau of Mines

Regional Files, 471, Wash.DC
Miyamoto

Memo from Yust, Subsistence Officer, to Shirrell
August 14, 1942

This will acknowledge receipt of your letter of August 11 pertaining to the above subject (Japanese recipes)

We thank you for these recipes, and also your suggestions as to the kind of food disliked by the evacuees. We are now drawing up a new set of menus and shall endeavor to incorporate as many of the submitted recipes as possible.

(In this File No. 471, procurements, there are several references dated about the middle of August 1942 to changes in the requisitions of foods. On Aug. 10, Yust inquires of Shirrell whether meat requirements on requisition will be sufficient, and indicates that if increased amounts are necessary, to wire immediately. On Aug. 14, a revised meat requisition is sent to Tule Lake, the main item of which is 20,000 pounds of beef to be delivered on Aug. 18, and again on Aug. 25. Roughly 10,000 pounds of other meats are delivered twice on the same dates. These food requisitions of this period is of interest for the period was one of considerable complaint among T. L. evacuees regarding poor food.)

Regional Files 471, Wash. DC
Miyamoto

Memo from Col. Foy to Shirrell
July 2, 1942

The inclosed papers were forwarded to this office by the Commanding Officer, California Quartermaster Depot, Oakland, California, for action by this office. They are returned herewith for payment, or settlement, by you by other means, possibly your local funds.

No person, or persons, have authority to make purchases of any kind which obligate military funds without prior approval from the fiscal officer having custody of such funds. These funds must be spent in a regular military manner, and the indiscriminate charging of purchases cannot be recognized. Emergencies must be provided for from local project funds.

It is requested that, in the future, correspondence dealing with military installations, except routine subsistence matters, be routed thru this office.

It is also noted that the letter inclosure dated June 23, 1942 is unsigned. Doubt immediately arises as to the authenticity of the communication and whether you have personal knowledge of these transactions or authorized them.

Regional Files 471, Wash. DC
Miyamoto

Teletype from Shirrell to Fryer
August 19, 1942

REURTEL AUGUST 11 PORTABLE COOK HOUSES SHIPPED FROM SACRAMENTO TO
(DATE THESE HAVE NOT BEEN RECEIVED. CAN YOU FURNISH US CAR NUMBERS AND
ANY OTHER INFORMATION THAT MIGHT HELP US ANTICIPATE DELIVERY DATE.

(This is undoubetdly in reference to the cook house that was very
badly wanted on the farm. Eventually, this became a matter of dis-
satisfaction to the farmers. See Hisatomi notes.)

Regional Files 471, Wash. DC
Miyamoto

Memo from Capt. Clevanger, QMC, Subsistence Consultant, to Shirrell
August 18, 1942

Your requisition, TL-07, Extract A, for additional staple supplies, designated as a 15-day emergency supply, has been submitted to the California Quartermaster Depot to fill.

Reference is made to the telephone conversation between Mr. Stultz and myself regarding a number of items of subsistence requisitioned on TL-05, and which, it was stated, were either not received or are not now on hand. For your information, following are the items, checked against the requisition with tally-in sheets and shipping tickets:

Sugar	30,000 lbs.	Tally-in,	July 21, 1942
Flour	17,934 lbs.	Shipping Ticket,	July 20
Lima Beans	8080 lbs.	Tally-in,	July 24
String Beans	2004 lbs.	"	"
Kidney Beans	3000 lbs.	"	"
Noodles	5000 lbs.	"	"
Corn, #2 cans	3792 cans	"	"

(Numerous other items such as applesauce, salad oil, cloves, cinnamon, catsup, cocoa, cornstarch, curry powder, shredded wheat, vanilla, ginger, molasses, mustard, dried peas, are mentioned.)

(I have included this letter for the reason that it was during the month of August that complaints appeared among the evacuees at Tule about the shortage of food.)

Regional Files 471, Wash. DC
Miyamoto

Memo from C. Boyd Smith to Commanding Officer, California QMC
August 21, 1942

Reference is made to Contract No. W-1307 dated July 29, 1942 covering Coal deliveries for the Tule Lake War Relocation Project. It is requested that deliveries be reduced from 10 cars per day to 3 cars per day.

We are advised by the Tule Lake Project that at the present time they are not in a position to handle 10 cars per day.

.....

Memo from C. Boyd Smith to Commanding Officer, Cal. QMC
August 28, 1942

It is requested that 5,600 tons of coal on Contract No. W-1307, QM Requisition No. 83393, for shipment to Tule Lake War Relocation Project at Staley, California be cancelled.

.....

Memo from C. Boyd Smith, supply officer, to Commanding Officer, QMC
Sept. 8, 1942

Reference is made to your Requisition No. 83393-42, covering shipment of Coal to the T.L.W.R.A., Staley, California. It is desired that shipment of coal on this Requisition be changed from three (3) cars per day to ten (10) cars per day as soon as possible.

Regional Files 471, Wash. DC
Miyamoto

Teletype from Shirrell to Yust, Subsistence Officer.
Aug. 26, 1942

EIGHTY THOUSAND POUNDS LOCAL GROWN WHITE ROSE POTATOES AVAILABLE
DELIVERIES AT CAMP ON ANY DATES SPECIFIED FOR SEPTEMBER REQUIREMENTS
AT THREE DOLLARS PER HUNDRED. PLEASE ADVISE IF QUARTERMASTER IS
INTERESTED.

.....

Straight Wire from Cozzens, Actg. Reg. Dir., to Shirrell
Aug. 27, 1942

REURTEL YUST ARE POTATOES REFERRED TO PROPERTY OF WRA IF SO ALL
ARRANGEMENTS SHIPMENTS WITH SERVICE OF SUPPLY SHOULD BE MADE THROUGH
ZIMMERS OFFICE HERE. QUARTERMASTER AS SUCH WOULD HAVE TO BE CONTACT*
ED BY LOCAL INTERESTS, WE IN NO POSITION TO ANSWER.

.....

Teletype from Shirrell to Fryer
Aug. 27, 1942

RETEL YUST POTATOES REFERRED TO NOT WRA PROPERTY BUT LOCAL GROWERS

Regional Files 471, Wash. DC
Miyamoto

Memo from Yust to Shirrell
Aug. 31, 1942

Due to the many transportation difficulties it is advisable that you submit requisitions for all foods in such manner as to take into consideration possible delayed deliveries. In other words, it is very difficult to fill emergency requisitions for meats and other perishables and get them to you on specified dates without possible delays.

It is therefore suggested that in specifying delivery dates you so arrange that you will still have stock on hand when your delivery is due to arrive. This will avoid many emergency requisitions and enable you to have a sufficient supply of subsistence on hand at all times.

Regional Files 471, Wash. DC
Miyamoto

Memo from Yust and Clevenger to John Stubbs, procurement officer, Tule.
Sept. 1, 1942

This letter will confirm telephone conversation between Mr. Stubbs and the undersigned as of Monday, August 31, regarding emergency purchases of foods for the Tule Lake Project.

Quoting from Administrative Instruction No. 33, Section III, paragraph D, "If a shortage arises at a center, the center may obtain additional subsistence by direct open market purchases or by additional requisitions to the Quartermaster depots."

Captain Clevenger and I wish to thank you for your concern over this shortage of food at Tule Lake and your efforts to take care of this situation. So that emergency procurement of food may be avoided, we should appreciate it very much if you will explain to Mr. Peck, the chief steward, the importance of sending in his requisitions for enough food to avoid this emergency requisitioning. Delivery dates should be arranged so that a supply for two or three days will be on hand when delivery is due. Because of the many difficulties involving transportation, it is wise to do this to take care of possible delayed deliveries.

We're all missing your smiling face.....

Regional Files 471, Wash. DC
Miyamoto

Memo from Hall Stenz, Reg. Procurement Officer, to Shirrell
Sept. 2, 1942

We are returning the above requisitions to you for handling in accordance with the clothing policy soon to be issued.

For your information all issues will be handled through the Community Stores and no clothing will be purchased with Government funds.

Regional Files 471, Wash. DC
Miyamoto

Straight Wire Hall Stenz to Shirrell
Sept. 4, 1942

PROPOSED CHANGES IN PROCUREMENT AUTHORITY MAKE IT ADVISABLE YOU DO
NOT SENT OTHER THAN SUBSISTENCE REQUISITIONS TO REGIONAL OFFICE
UNTIL ADVICE RECEIVED. USE \$500 LIMITATION WITHOUT RESTRICTION.
CONFERENCE HERE MONDAY WILL CLEAR WAY FOR ABUDNANT PROJECT PROCURE*
MENT AUTHORITY.

Regional Files 471, Wash. DC
Miyamoto

Memo from Yust to Shirrell
Sept. 7, 1942

Reference is made to your letter of Sept. 2, 1942, regarding a simplified procedure to insure adequate perishables supplies in your project at all times.

Requisitions written on a 30-day basis are actually an estimate. If it becomes necessary to increase or decrease your requirements for any given week during the month of said requisitions, the project steward should send us these revised requirements. This should be done on a two-weeks advance basis, and then there should be no difficulty in having an adequate supply on hand at all times.

Regarding the source of supply for subsistence supplies as outlined in Mr. Stultz' letter to you, perishables are bought on a bid basis. One shipment may come from Klamath Falls, one may come from Sacramento another time, the lowest bidder being given consideration.

With the ample refrigeration you have in your project, it would appear that adequate supplies of perishables could be had at all times.

Regional Files 471, Wash. DC
Miyamoto

Letter from Yust, Subistence Officer, to Commanding Off., CAL.QMC.
Sept. 5, 1942

This letter will confirm telephone conversation between the undersigned and Captain Hoxie, regarding telegram received from the Tule Lake Project re: shipment of raisins on requisition TL-07.

Following is copy of wire which is self-explanatory:

"ALL RAISINS ON REQUISITION TLO~~8~~ ARRIVED TODAY WORMY AND UN-
USABLE. PLEASE ADVISE DISPOSITION. REPLACEMENT UNNECESSARY."

ELMER L. SHIRRELL

This is sent you for your disposition.

(This letter is included because the question of spoiled raisins was one of the many complaints submitted by the Japanese Messhall Comm., chairman, Kintaro Takeda, in his report criticizing the mess administration at Tule.)

(If I recall correctly, Peck was alleged to have claimed that the raisins could be used if the mold were washed off. Takeda was extremely upset by Peck's claim. Takeda said something like, "I took that crate of raisins down to Peck and showed it to him. I told him, 'You think anybody can wash that mold off?' He didn't say nothing.")

Curt

Letter from Wade Head, Poston, to Fryer.
May 12, 1942

Dear Cy:

I was glad to receive your letter and find that the Army Engineers would use our modified T.O. type of construction in future evacuee camps. Our construction in Camp No. 1 and No. 2 is miserable and every day as the lumber seasons more, it becomes worse. I hope you make every effort possible to get T.O. type construction in Camp No. 3. As you probably know, the increase to 30,000 colonists for this project has been approved by the Indian Office and we certainly want the new type of construction in these additional buildings.

As you recall, there has been placed in each block, two barrack type buildings, one for single men and one for single women; in my opinion, in this type of building there will be a lot of waste space. In the first 250 who arrived here there were only three single women. I suggest that instructions be issued to the effect that all these buildings be made into the regular apartment type and that the contractors be instructed by the Engineers to place partitions in the buildings already erected. I have talked this over with the local engineer and he has suggested I ask the Los Angeles office that this change be made. If you will send a wire to Col. Kelton this matter will probably be expedited. I would further suggest that in all your future camps the two barracks type buildings be eliminated.

I feel very much relieved on the transportation problem; we received a bill of lading this morning for 28 carloads of Dodge trucks. This will not be many trucks but it will certainly relieve the situation at the moment, which is serious.

It seems to me there is a complete lack of coordination and information given the evacuees, and, also, as to their movements. Can you influence the Army some to allow the WRA to handle the dispatching of all evacuees. All that would be necessary would be to notify the people by proclamation as to what is expected and let the WRA handle everything else. From wires we receive here and the "cockeyed" information we are receiving, it seems to me everybody from the WPA to the CIO is now interested in their movements. With every group giving evacuees different interpretations, we are unable to receive any ideas as to what we may expect. I am sure if they would handle everything through your office, a great deal of confusion could be eliminated. No single group has arrived here within two days of the time were notified to expect them; very few cooks and no nurses at all have arrived.

I am surprised at the wonderful morale these people have in spite of being told so many various stories and finding absolutely none of them to be facts.

Regional Files, 470-General (Wash., D.C.)
~~Miyamoto~~ Miyamoto

FS

Memo from Lelan Barrows, Executive Officer to Fryer
June 2, 1942

Subject: Priority for Supplies

Your memorandum of May 27th regarding the need for A-1-A ratings for the War Relocation Authority on nails and metals has been referred to me.

In connection with this problem I should like to know your opinion on the following questions:

(1) Can we continue to buy nails and other construction materials through the Army purchasing organization?

If so, will army priorities be sufficient for our purposes?

(2) Are there administrative advantages, judging from your experience up to now, in our doing our own purchasing, necessitating securing our own priorities?

For your information we are finding the priorities people in Washington pretty tough and will probably have a hard fight to get the type of rating we need. Therefore, we may have to justify each individual purchase. Despite this fact, I can see advantages in the long run in our breaking away from the Army purchasing set-up because the Army obviously has its hands full with strictly military matters. This whole business is so complicated because of the priorities question that I do not know what our long range administrative policy ought to be. I should like to know any off hand judgments you have on the question.

I know you are extremely busy, but if you can find a few minutes to send me a memorandum on these general questions I would appreciate it.

June 5, 1942

Hon. John J. McCloy
Assistant Secretary of War
Washington, D. C.

Dear Mr. McCloy:

The sites thus far recommended by WRA and approved by the War Department for relocation centers for evacuated Japanese will accommodate about 117,000 people. Such estimates as we have indicate that a total site capacity of 130,000 will be required to meet the immediate problem. Thus, we have yet to find a site or sites for 12 to 15 thousand people. Then the site selection job is done.

Among the sites vetoed by the War Department are two which in our opinion would make very fine projects. One is at Cambridge, Nebraska and the other at Beardsley, Arizona. The first was turned down because it called for some 22 tons of copper for a power line extension of 22 miles; and the second for military considerations. May I ask, in view of the urgency for completing the site selection job and my belief that substitute sites necessarily must be greatly inferior to either of these, a reconsideration of one of these proposals.

Of the two, I prefer the proposed Beardsley project. It has many advantages. In fact, I believe it rests on a more secure economic footing than any project thus far approved. Among its advantages are:

1. At Beardsley we can purchase 15,560 acres of land, of which 11,572 acres are now in cultivation, and shift almost immediately to the production of food crops not only for the evacuees on the project but for those on the Colorado River Indian Reservation, where an irrigation system must be installed before crops may be planted, and at Manzanar, where crop production prospects are poor. There should be no shipping difficulties; a railroad connects Beardsley and Parker.

2. Crops may be grown at Beardsley practically the year around.

At Cambridge, the growing season is shorter and the variety of

crops that may be grown is much more restricted.

3. The climate at Beardsley permits the use of less expensive construction.
4. The proposed contractor, Del Webb, can begin construction immediately upon completion of his work at Parker, without upsetting the local labor market, thus avoiding the creation of a labor shortage such as occurred in the Gila area. Most of Mr. Webb's employees move with him from job to job.
5. The Beardsley project will handle 15,000 people; the Cambridge project 10,000.
6. Irrigation facilities are already installed, and equipment for most of the farming operations can be bought with the land.
7. It will not be necessary to construct new power lines; and adequate facilities for transportation are already available.

Considering these advantages and the fact that a minimum amount of critical materials will be required for the development and use of this site, I believe the Beardsley project is worthy of reconsideration by the War Department. As you know, we obtained military clearance on this site more than a month ago. We then made detailed investigations and recommended purchase, when the military decision was changed.

Sincerely yours,

/s/ M. E. Eisenhower

Director

June 5, 1942

Mr. E. R. Fryer, Regional Director
War Relocation Authority
Whitcomb Hotel Building
San Francisco, California

Dear Sir:

I am enclosing, for your information, copies of the two letters I have received from Secretary of War Stimson dated May 23, granting to the War Relocation Authority a license to enter and occupy the lands on which the Relocation Center at Manzanar is located.

At my request the Secretary of War omitted from the letter conferring the license upon WRA the statement to the effect that the Army is granting to the WRA only such interest as it has, without warranty. This statement is made separately in the second letter. The two letters were, of course, signed and sent to me at the same time.

Our reason for not wanting the statement about the warranty to appear in the letter conferring the license is that we want to be free to show the Army's letter conferring the license to the City of Los Angeles if that should later prove necessary or desirable without being embarrassed by the statement with reference to the warranty.

The theory of this license is that the WRA is in possession pursuant to a grant of permission from the Army. Our possession is therefore subordinate to that of the Army's possession. You will notice that the Army has reserved the right to terminate our possession on 30 days written notice. If the city of Los Angeles should raise with us, therefore, the question of our right to be in possession of Manzanar, we should refer the city to the Army, and should state that any question that the city ~~has~~ has with reference to the right of possession should be taken up with the Army. I made it perfectly clear to the appropriate officers of the War Department that it is our intention to refer to them any claim of right that the city may raise with us.

Sincerely,

/s/ M. S. Eisenhower

June 6, 1942

Hon. John J. McCloy
Assistant Secretary of War

Dear Mr. McCloy:

Yesterday I authorized the War Department, through Colonel Bendetsen, to proceed with construction on the Jerome, Arkansas site. This action brings approved relocation center capacity to 117,000. Should you be successful in securing clearance on the Beardsley, Arizona proposal, the grand total would come to 132,000 and completely fulfill present site requirements.

I submit the following recapitulation for your information:

Manzanar, California	10,000 ✓	
Tulelake, California	15,000 ✓	
Gila, Arizona	15,000 ✓	
Parker, Arizona	20,000 ✓	
Gooding, Idaho	10,000 ✓	
McCornick, Utah	10,000 ✓	
Shoshone, Wyoming	10,000	
Prowers County, Colorado	7,000	
Desha County, Arkansas	10,000	
Jerome County, Arkansas	<u>10,000</u>	
Total	117,000	
Beardsley, Arizona	<u>15,000</u>	
Grand Total		132,000

For some time I have been disturbed by the fact that site selection, land acquisition, and construction have not gone forward as rapidly as we had expected. Construction at Parker, Gila, and Tulelake is moving ahead rapidly but is lagging badly at some of the others. The delay at Gooding, Idaho, for example, has been rather prolonged. This site was approved for a relocation center on April 21. You may be interested

in the following progress report on Gooding:

- April 21. WRA approved the site
- April 22. WRA and WCCA agreed on the layout for the buildings
- April 23. General DeWitt requested the Northern Pacific Division of Engineers to proceed with the construction
- April 29. Colonel Parks of the Division of Engineers conferred with WRA and WCCA
- May 18. The Division of Engineers submitted a new set of plans which changed the size of blocks from 300 persons capacity to 500 persons. All previous layouts had been designed for blocks of 300.
- June 1. By the first of June two wells had been dug and I am told that the contract for construction is expected to be let some time this week.

More than six weeks elapsed between approval of the site and the letting of the contract.

I am afraid we are meeting with a similar delay on the Central Utah project at McCornick. WRA recommended this project on May 12 and authorized WCCA to proceed with acquisition of lands and water rights, provided military clearance was granted. On the same day Colonel Evans secured military clearance from General DeWitt who issued a directive to the Division of Engineers to proceed with water stock procurement and to file on water rights in accordance with WRA recommendations. Up to now no request has been issued to proceed with construction because a report has not yet been received from the Real Estate Division of the Army on progress in acquiring options on water stock for the project.

Military clearance for the Heart Mountain project in Wyoming was requested May 12, Military clearance was granted a week later. The

next day, May 20, the WRA San Francisco regional office recommended this project to me. On May 22 I approved the project, and Mr. E. R. Fryer, Regional Director at San Francisco, wrote to Colonel Bendetsen requesting that land for the project be acquired and plans be gotten under way for constructing a center for 10,000 evacuees. By June 1 the regional office had not received a progress report on Heart Mountain. Yesterday morning we received a call from the Real Estate Division of the War Department asking for a description of the land to be acquired. This description was submitted to Colonel Bendetsen on May 22. I believe that the contract for construction has now been let.

WRA's site selection force spent a large portion of its time in late April and early May investigating the Beardsley site in Arizona, first requesting military clearance. Clearance was readily granted on May 2. On May 11 a report was mailed to me at Washington requesting approval of the project. After further investigation here, and after clearing with Senators Hayden and McFarland, I approved the project on May 18. On May 27 the project was rejected by the War Department.

As you know, my purpose in writing this letter is not to place blame on any one for seeming delays. No one knows better than I that all personnel in WCCA and WRA have been working night and day; if they have been avoidable delays, we certainly accept responsibility for our share. The true purpose of this letter is to urge toward greater speed, both in land and water rights acquisition and in the construction of housing for relocation centers.

The reports all of us are receiving show how imperative it is, for military as well as other considerations, to remove the Japanese from assembly centers to relocation centers as quickly as possible. Delays result only in depressing the morale of evacuees. Even if all evacuees have been moved by early August to relocation centers, WRA will still face the problem of constructing school houses and school equipment so as to permit evacuees to re-enter elementary and high

schools early in September.

Sincerely yours,

/s/ m. S. Eisenhower

Director

Regional Files, 470-general, Wash., D.C.
Miyamoto

FS

Letter from Fryer to Eisenhower
June 8, 1942

This will refer to your June 2 memorandum. We have concluded that we cannot indefinitely lean on the Army for general procurement. Also, for that matter, we cannot continue to depend upon OEM. The latter agency appears unable to comprehend the urgency and magnitude of WRA procurement, while the former obviously prefers that we use its procurement resources only for those items standard to Army needs.

We in the Regional Office suggest:

1. That Army procurement resources be used for:
 - a. Subsistence supplies
 - b. New construction equipment
 - c. Work clothing
 - d. Army surpluses
2. That all other procurement be handled by a procurement office established in the Region.

If we establish a Regional Office Procurement Division, then there must be assigned to WRA priorities sufficiently high to make it possible to secure building materials in time for the completion of schools' construction by fall. I have never been able to understand the complex operation of WPB, but would it be possible to have the War Production Board assign specific priorities for those construction materials that will be used in schools, in quarters, and for other types of building construction? If this procedure can be followed, then the Regional Office could, in each case, certify that materials placed for procurement were to be used for the purposes within these several categories.

Regional Files, 470-general, Wash., D.C.
Miyamoto

Tel. from Fryer to Eisenhower
June 12, 1942

Referring my letter of May 30 regarding priorities, believe only satisfactory solution to our local emergency purchasing problem is blanket rating comparable to that enjoyed in quartermaster procurement. Innumerable local emergency needs requiring individual preference rating certificates are involving us in vast amount of paper work. It appears inconsistent that we cannot have uniform rating for all our procurement. Shall appreciate your efforts to accomplish this.

Regional Files 109 110, Wash. DC
Miyamoto

Employment

Teltype from Shirrell to Fryer
June 26, 1942

At present we are employing by reimbursement to contractor twaits Morrison Knudsen 7 carpenters at 1.35 per hour and 1 carpenter foreman at $1.47\frac{1}{2}$, contractor expects to complete construction work here next few days and to take all carpenters to next job. Unless we make some arrangements to effect employment of carpenters by WRA our construction of school buildings apartments and other buildings cannot be accomplished effectively. We now have 7500 colonists and have not found one qualified construction carpenter who can handle required work. Will you authorize employment of 5 carpenters on force account at local rate 1.35 per hour without regard to 30 day letter of authorization limitation.

Regional Files, 470- General, Wash., D.C.
Miyamoto

FS

Letter from Owens, Col., QMC to Chief, Regional Supply Division, WRA, San Francisco

Subject: ~~Chief~~ Procurement and Supply for the War Relocation Authority
July 16, 1942

1. In accordance with telegraph request from Mr. Joseph H. Smart, Director, central region, WRA, the Commanding Officer, Kansas City Quartermaster Depot has been advised that his Depot has been designated as procurement and supply agency for the Heart Mountain Relocation Project, Cody, Wyoming.

2. The assignment of the Utah General Depot, Ogden, Utah, for the same project will be continued. The assignment of the Kansas City Quartermaster Depot, is in addition thereto.

Regional Office, 470-General, Wash., D.C.
Miyamoto

Letter from Cress to Fryer
July 9, 1942

This morning Mr. Myer discussed with Mr. Barrows and myself the matter of WRA procurement and priorities. He is especially anxious that the relocation centers get the necessary materials for construction and housing in order to meet our obligations to the evacuees and in order that the buildings may be placed in liveable condition, especially during the cold winter months. Also he was desirous that there be sufficient plumbing and other supplies for necessary maintenance of the center buildings. Mr. Myer had a definite impression that the difficulties in obtaining materials will materially increase as the period of the emergency continues. Mr. Barrows and I share this concern with our Director.

However, our impression has been that you have not had too great difficulty to date in securing the additional materials for facilities and maintenance. I believe the only request for priorities which we have received from you was with reference to the partition material at Manzanar, although, of course, heavy road-building equipment and tractors have been a constant subject of correspondence and will continue to be.

At the present time the War Production Board is passing through a reorganization. Consequently, this is not a favorable time to seek any general priority. Frankly, the present policy is not to give such a priority in the upper bracket excepting when the use is also indicated. Obviously, such a use clause negates the priority for general application.

We are interested at this time in the status of your arrangements for these additional materials and whether or not there is anything that we can do to assist. Would you personally go into this matter and ascertain the present situation; then if you do or will need our assistance, we would appreciate your informing us at the earliest possible date. Incidentally, such information should be definite and specific so that we can act at once to try and obtain whatever priorities or assistance you need.

Mr. Myer has also mentioned the salvage material in the buildings at the assembly centers. It appears that General DeWitt brought the subject up again when Mr. Myer and Colonel Bendetsen were visiting the General. May I suggest that you get behind this and try and work out some arrangement or agreement with WCCA with reference to this material so that WRA receives it. You will recall that we have quite a large transportation item in our budget to move this salvaged material to the projects. If we get it, the material would be quite an ace in the hole for us.

Regional Files 711, Wash. DC
Miyamoto

Clothing

Telegram from Sherril to Rowalt
Sept. 12, 1942

RE ADMINISTRATIVE INSTRUCTIONS 27 PARAGRAPH 8 CLOTHING ALLOWANCES MAY WE
ANTEDATE THIS TO AUGUST 1. COLD WEATHER HAS COME. COLONY SUFFERING FROM
LACK OF WARM CLOTHING. UNDER PRESENT INSTRUCTIONS NO CLOTHING ALLOWANCE
ISSUED UNTIL END OF SEPT. NEED URGENT. SITUATION CRITICAL PLEASE ADVISE.

Regional Files 549, Wash. D.C.
Miyamoto

Med. FS
Barber
Chot

✓
Telegram from E R SMITH to E R FRYER
COLLIDGE ARIZ SEP 4 1942 1015 AP

SUPPLEMENTING TELEGRAPHIC REPORT SEPT 4 AUTOPSY LAST NIGHT SHOWED TYPHOID
FEVER AS CAUSE OF DEATH IN CAMP ONE YESTERDAY. CASE HISTORY WILL BE FORWARDED
TOMORROW MORNING. SEWAGE OUTFALL REPAIR STILL INCOMPLETE WITH SEWAGE BEING
DUMPED INTO OPEN PITS 200 FEET FROM NEAREST BARRACKS AS PREVIOUSLY REPORTED.
HEAVY CHLORINATION BEING APPLIED WITHOUT DIFFUSER THEREFORE QUESTION EFFECTIVE-
NESS OF APPLICATION. NO SCREENING IN DINING HALLS AND LATRINES IN CAMP TWO.
LOCKED BOILER ROOMS BECAUSE OF FLUCTUATING WATER PRESSURE. ELEVATED TANKS
NOT IN USE YET. RESIDUAL CHLORINE TESTS IN CAMP TWO UNSATISFACTORY HAS
NECESSITATED WATER HAULING BY CONTRACTOR WHICH HAS NOT BEEN SATISFACTORY CONTINUOUS
RESUMED TODAY AND SHOULD PROCEED UNTIL LINES ARE TESTED TO SHOW SAFE CHLORINE
RESIDUAL. PLAN TO SECURE CONSULTATIVE SERVICES OF TUCSON SANITARY ENGINEER
TOMORROW ON EMERGENCY BASIS

Regional File 470 Gen., Wash., D.C.
Miyamoto

C104 ^{FS}

Telegram from Rowalt, to all project directors except Parker
Sept. 12, 1942

Effective immediately you are granted authority to procure locally without regard to limitation of \$500. All purchases under this authority will be completed on an open market basis as no contracting authority can be delegated to the projects at this time. You will be held responsible, under this authority, for the purchase of items in accordance with standard Government practices, the only exception being that formal advertising is not mandatory. All documents not passing audit will be your financial responsibility. Requisitions for the following types of purchases must still be sent to regional office:

1. Plans for proposed new construction or alterations the cost of which exceeds \$500.
2. Proposed or existing continuous services that should be on a continuous contract basis and negotiated by central administrative services.
3. Proposed purchases household or office furniture and nonexpendable office machines.
4. Proposed printing and binding.
5. Proposed purchases automotive and other heavy machinery.
6. Proposed purchases from central administrative services.
7. Proposed purchases health division equipment.
8. Proposed purchases from any army depot.

This authority is granted with the understanding that all purchases will be made through project procurement officers. All documents are to be prepared in accordance with procedure agreed upon in conference Sept. 7. Your representative has conclusions reached in this meeting. Letter follows.

C
O
P
Y

Encl
C 107

September 14, 1942

AIR MAIL

Mr. Joseph H. Smart
Regional Director
War Relocation Authority
Kittredge Building
Denver, Colorado

Dear Mr. Smart:

We will do what we can on your proposed railroad spur for the Granada Project. I understand, however, that it is almost impossible to get approval for the use of railroad steel if any possible way of eliminating its use can be found.

I have asked Colonel Wilson and Leland Barrows to work on this and to discuss it with the Corps of Engineers, where, I understand, primary authority for the approval of the use of steel rails is exercised.

I might add that the problem at Granada is similar to that in a majority of our projects, so we will necessarily approach the problem from the point of view of the Authority as a whole. I will let you know as soon as we get definite information.

Sincerely,

D. S. Myer

Director

LBarrows:OD

FS

Memo from Cozzens, Acting Assistant Regional Directors, to Shirrell.
September 14, 1942

I do not in any way want to interfere with the operation and ~~uxv~~ running of your Project, but I do want to call your attention to some of the items with reference to operating the farm which have been pointed out to me by members of the Regional staff and some of the items I gathered myself while visiting the project.

It was my hope that as different staffmembers on the project became acquainted they would feel there was one job to do and work together in accomplishing that particular job. I do, however, feel that it is not possible to set men up under a job description, Civil Service Classification, and then have project Chiefs of Divisions break down Civil Service classifications to suit themselves. It appears to me that we must see that the Chiefs of Divisions delegate to their assistant or Farm Superintendent responsibility for the operations program and then see to it that the Farm Superintendent properly delegate to his assistant individual jobs or units of work which his assistants shall be responsible for. The main point in question, I believe, is that many people feel they are able to delegate authority but do not entirely ever give the assistant the responsibility to which he is entitled. Therefore, to be real frank, I do not believe that Mr. Eastman has ever worked out, and had an understanding with his staff, a program far enough in advance so that he has given full authority to his assistants to work out this program. I also feel this way about Mr. Kallam.

Therefore, I feel that the Chiefs of Divisions should carefully study the job descriptions for each individual working in their particular Division and then outline in detail a program which they have in mind and see that authority is properly delegated by the Farm Superintendent to his assistants or co-workers. They should be sure that once a program is assigned to an individual that he is held responsible for carrying it out and that the Farm Superintendent, Chief of Division, or no one interferes with that program except the assistant to whom the responsibility is charged.

This is not only true of the agricultural program, but of the construction program as well. Unless some steps are made in the immediate future to correct some of the difficulties which exist it appears that the condition will get more chaotic as time passes.

I know you have your troubles with personalities, people sparring for positions, etc., and hope that within the next week or 10 days, I will be able to spend 4 or 5 days on the project and assist you if that becomes necessary. On the other hand, I would much rather see that individuals themselves size up the problem and be broad gauge enough to settle their own difficulties without continuing to act as they have in the past.

I would appreciate hearing from you and having your comments on problems confronting you in both the Agricultural and Public Works Divisions.

Regional Files 471, Wash. DC
Miyamoto

FS

Letter from Head to Rowalt, Actg. Reg. Director
Spet. 17, 1942

Enclosed requisition covering estimated requirements for six months for Mess Hall workers' clothing for Colorado River War Relocation Project, Poston, Arizona. As there has been no requisition on this clothing, would appreciate very much if we could have this attended to as soon as possible.

We did not have the proper clothing form to write this out on. We hope this meets with your approval.

C104

Teletype from Cozens to Myer

January 1, 1943

UNDERSTAND WADE HEAD HAS PROTESTED BUILDING MP WATCH TOWERS POSTON. CALL FROM L. H. BENNET REQUESTS THAT NONE BE CONTRACTED AT GILA. PERSONNALLY ISEE NO NEED FOR WATCH TOWERS GILA AND BELIEVE ELIMINATION OF SAME MAY MEAN FOR SMOOTHER OPERATION PROJECT PARTICULARLY IF SEGREGATION PROGRAM ADOPTED. REQUEST YOU ELIMINATE CONSTRUCTION THROUGH USED.

Memo from Rowalt, Actg. Director, to Head and Bennett

January 23, 1943

The Authority has always taken the position that external guarding of a relocation project is, in its entirety, the responsibility of the Military Police. In connection with this responsibility at Gila River and Poston, the Commanding General issued instructions to the Army Engineers to construct appropriately located watch towers to facilitate the work of the military detachment.

Construction of these towers has been held in abeyance, however. Now comes information from the Western Defense Command that directives have been issued to the Engineers to proceed with construction.

It is our suggestion that, without in any way interfering with the responsibilities of the Military Police, each of you confer with the Commander the Military detachment assigned to your project and work out a satisfactory solution.

Following this conference, please make recommendations to this office, with a copy to Major Mark H. Astrup, Liaison Officer in San Francisco, concerning the necessity for watch towers. If you decide they are needed, you should indicate the number needed and their location as agreed upon by you and the Military Police Commander.

MEMORANDUM for Assistant Secty. of War.
(Attention: Col. Wm. P. Scobey)

Subject: Guard Towers at Relocation Centers.

January 26, 1943

1. The security of the relocation centers at Poston, Arizona, and Gila River are a direct responsibility of the Commanding General, Ninth Service Command.
2. As long as the ultimate responsibility for complete control of the relocation centers remains with the Army, it is believed that the final decision as to whether or not the guard towers will be erected should be made by the Commanding General, Ninth Service Command.
3. It is suggested that the project directors at Poston and Gila River discuss the problem with the Director of Internal Security of the Ninth Service Command.
4. This office will arrange the conference suggested in paragraph 3 above should such be desired.

For the Provost Marshal General:

B. M. Bryan
Brigadier General,
Director, Aliens Division.

Incl.
Ltr. fr. Director, WRA.

Regional Files 471, Wash. DC
Miyamoto

C 1.04 B

Wa

Yust to Head, memo.
October 23, 1942

We have been notified by the Model Dairy, Redlands, California, that at the expiration of their contract for the month of October to supply your project with milk, they will be unable to bid for any future business, due to priority military contract.

In all probability Golden State will again be the contracting company for milk to your project.

Regional Files 471, Wash. DC
Miyamoto

Memo from Yust to Commanding Officer, California QM.
Oct. 29, 1942

This will confirm telephone conversation between Major Brugger and the undersigned regarding the attached requisition for milk, for the period Nov. 1-30 inclusive, for the Colorado River War Relocation Project.

This requisition has been submitted to the California Quartermaster Depot for filling because of the inability of the San Antonio Quartermaster Depot, San Antonio, Texas, to obtain bids.

.....

Teltype from Yust to Commanding Officer, San Antonio QM
Oct. 29, 1942

THIS WILL CONFIRM TELEPHONE CONVERSATION BETWEEN CAPTAIN TRIAL AND THE UNDERSIGNED REGARDING MILK FOR COLORADO RIVER WAR RELOCATION PROJECT ON REQUISITION REG. (C) FIFTY SIX SUBMITTED TO YOUR DEPOT. IN VIEW OF THE DIFFICULTY YOU HAVE AHD IN OBTAINING BIDS FOR THIS MILK WE ARE REQUESTING CANCELLATION OF REQUISITION REG. (C) FIFTY SIX AND ARE MAKING ARRANGEMENTS TO PURCHASE LOCALLY FOR THE MONTH OF NOVEMENBER THROUGH CALIFORNIA QUARTERMASTER DEPOT.

.....

Memo from Yust to Wade Head
Oct. 31, 1942

We have been able to get 4,700 quarts of milk daily for your project for the month of November.

In view of present milk donditions it is advised that milk be used only in those categories where absolutely necessary, namely: special diet cases, children, andnursing mothers.

C
O
P
Y

MEMORANDUM

November 3, 1942

CONFIDENTIAL

To: Dillon S. Myer, Director
From: Leland Barrows

The attached file of correspondence from the War Department raises substantially two issues: (1) Further construction by the Army on Relocation Centers and (2) Segregation.

CONSTRUCTION ←

With regard to the first of these points, we obviously have to complete our own survey of barracks' utilization before we can comment finally on General DeWitt's letter of October 19. The General acknowledges that if housing assignments give proper regard to family groups, we have space for only 9,000 additional evacuees. He uses "optimum use" obviously to mean maximum crowding, and on that basis he says there should be space for 17,000 evacuees. Both figures disregard the fact that a good many barracks are being used for schools, churches, and administrative offices and quarters, uses which are obviously essential to the operation of the project and to the welfare of the community.

It is even a moot question whether the Army has provided all the construction agreed to in Section 5, page 3, of the Memorandum of Agreement between the War Department and the War Relocation Authority. This section provides:

"This essential construction will include all facilities necessary to provide the minimum essentials of living, viz., shelter, hospital, mess, sanitary facilities, administration building, housing for relocation staff, post office, store houses, essential refrigeration equipment, and military police housing."

In no case, for example, has the Army's initial construction included sufficient housing for the relocation staff, and I believe it is safe to say that in no place has sufficient provision been made for administrative offices (although it might be argued that the agreement provides for construction of only a single building).

If, without additional construction of some kind, the Hawaiian evacuees are shipped to our present centers, I believe our survey will indicate that it will be necessary to discontinue schools and dispossess administrative personnel, particularly teachers, who are now living in barracks. While our Memorandum of Agreement with the War Department describes schools as "refinements", I doubt that the War Department would like publicly to take responsibility for forcing the discontinuance of schools in centers.

In view of General DeWitt's attitude, I suggest that we ask the War Department to procure the supplies and equipment necessary for the construction of schools and administrative quarters which have been authorized recently by the W.P.B. If we can complete the construction of such buildings in time, we should be able to release enough barracks space to take care of the Hawaiian evacuees. Personally, I would like to leave the Army out of all further construction, but would like very much to have active cooperation from the Corps of Engineers in procuring necessary construction materials. (Incidentally, I think we are receiving such cooperation in a number of places, including San Francisco.) It would actually be better for us to secure the schools and administrative quarters we have planned than to secure additional barracks construction. Therefore, I would rather secure some commitments from the War Department in Washington as to the purchase of construction materials than try to argue with General DeWitt about building more barracks. This is all dependent, of course, upon the information developed by our own survey of barracks utilization.

Segregation

On the general question of segregation and the determination of whether, when, and how it shall be initiated, I think we must argue that it cannot be separated from all the other social and psychological aspects of the "relocation, maintenance, and supervision" of the evacuee population. I think we should flatly oppose the specific suggestion that all evacuees be held in Relocation Centers until a program of segregation has been completed.

General DeWitt's several proposals on this subject nowhere include a sound formula or guide to the selection of dangerous, pro-Axis or un-American evacuees. The long report from the anonymous block leader at Manzanar, which is evidently presented in support of General DeWitt's recommendations, is typical of the contradictions and confusions which are involved in the question of segregation. A large part of the document, for example, points to the Issei as dangerous, yet the author is himself presumably an Issei, and he mentions that there are other Issei who are loyal and who should be given what I suppose might be called "honorary citizenship" when the segregation program is initiated. He also points to the Kibei, and in that respect he is in agreement with a number of observers, but both he and General DeWitt are careful to qualify their complaint about the Kibei by indicating they mean only those individuals who have been indoctrinated with a pro-Japanese point of view. In fact, a careful reading of all these documents indicates that sound administration of a program of segregation would require the examination of individuals through the medium of loyalty boards or some other administrative device competent to separate the good from the bad.

Both the report on Doctor Dedrick's conversation with Assistant Secretary McCloy and the document from Manzanar indicate the necessity of evaluating gossip, rumor, complaints, letters, and even reports of a formal character as thoroughly and scientifically as possible. We already have built up enough of a file of documents from Relocation Centers to support a variety of positions with regard to handling the evacuees. We know, for example, that the trouble at Manzanar arose from a complex of conditions and not merely from the insidious work

of the pro-Axis members of the community. The block leader's report sent in by General DeWitt undoubtedly throws light on the situation but it must be read in relation to a great deal of other evidence which we are in a better position to accumulate and evaluate than is the Army.

At best, segregation is a negative approach to the problems outlined in these documents. If we are to retain the full loyalty of those evacuees who, as General DeWitt says, have "a strong desire to be loyal and to demonstrate their loyalty", we must take a much more positive stand. We must provide decent family housing (not merely "optimum" housing which disregards family groups); we must provide adequate schools; a reasonable opportunity for religious worship and community activities; and most important of all, for the permanent return of loyal evacuees to normal life. If we do these positive things, I doubt that segregation of any, except those who desire repatriation, would be necessary. If we do not do these positive things, I think there is grave danger that further moving of people from Center to Center on an arbitrary basis (and remember that any segregation such as has been proposed will involve breaking up families and severing of community ties of all kinds) will embitter the entire population almost beyond hope. People and communities are too complex to be disposed of on any such simple categorical basis as "Issei", "Nisei", and "Kibei". Really, the only segregation I favor is that arising through the release of loyal evacuees from Centers.

LELAND BARROWS

Attachments
LBarrows:OD

MILITARY INTELLIGENCE SERVICE LANGUAGE SCHOOL
Office of the Commandant
Savage, Minnesota

CONFIDENTIAL

October 29, 1942

Mr. D. S. Myer
Director WRA
Washington, D. C.

Dear Mr. Myer:

I wish to express the thanks of this school for your splendid cooperation in facilitating the projected recruitment of Nisei in the very near future.

I assure you that your prompt assistance has made it possible for us to beat the deadline.

Thanking you again, I remain

Very truly yours,

/s/ Karl T. Gould

KARL T. GOULD
Major, Cavalry
Director of Personnel

Regional Files, 471 (Tule) Wash., D.C.
Miyamoto

FS

Memo from Duucan Mills to Project Director, Tule Lake
Subject: December Requisitions November 25, 1942

In compliance with your letter of November 17th, we have taken the necessary steps to modify your requisition TL 14, Reg. 54, for fish. On requisition TL 14, Reg. 48, we have canceled the lamb scheduled for delivery December 15th, as you requested.

We have discussed in detail with Mr. Nebeker, Marketing specialist at the Quartermaster Market Center, the purchasing of meats of the grades you suggested. He has informed us that they are now buying the most economical type of meat we can get and with the scarcity of meats in general it is impossible to specify weights of carcass, etc. The item of caul fat is unobtainable at present. Also, there is no bull meat available on the market.

For the past several days it has been impossible for individuals herein San Francisco to buy even $2\frac{1}{2}$ pounds of meat per person per week. Consequently, many restaurants in the Bay Area have either had to close their doors or resort to two and sometimes three meatless days a week.

The reaction of people in this vicinity, particularly those who are doing hard manual labor in war industries, shipyards, etc., is that they are willing to forego meat if they know it is going to the armed forces. But you know what the reaction would be if people felt they were being deprived of their meat so that it could be shipped for non-military use.

Regional Files, 103.1 - Violence Cases, Washington, D.C. (Manzanar)
Miyamoto

Cow Creek
Incident

Memorandum from Bendetsen to Acting Regional Director, WRA
December 10, 1942

Subject: Use of Cow Creek CCC Camp (Reference your RDO 12-10-42)

1. The use of Cow Creek CCC Camp near Furnace Creek, California, for the housing of certain persons of Japanese ancestry whose loyalty to the United States is conceded is not approved by this office. The foregoing disapproval is that of the undersigned and does not purport to express an opinion on the above subject on behalf of the War Department.

5 2. Despite the disapproval expressed in paragraph 1, this office will not object to the use of Cow Creek CCC Camp by the War Relocation Authority for such purposes as War Relocation Authority may deem appropriate. However, the provision for a Military Police company (or detachment) to be stationed at such Camp is one that should be subject of a request by the Director, War Relocation Authority, to the Commanding General, Ninth Service Command.

3. Prior to the removal of any persons of Japanese ancestry to Cow Creek CCC Camp it is essential that formal consent of the Commanding General, Western Defense Command and Fourth Army, be obtained to the residence of such persons within the California portion of Military Area No. 2. The consent should be evidenced by a Proclamation or a Civilian Restrictive Order. If and when it is definitely determined that Cow Creek CCC Camp is to be used, request for such consent should be made to the Commanding General.