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APPENDIX No. 1

SUPPLEMENTAL REPORT OF ARMY PEARL HARBOR BOARD ON PHASES MENTIONED IN
HOUSE MILITARY AFFAIRS REPORT WHICH RELATE TO THE PEARL HARBOR
DISASTER

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SUPPLEMENTAL REPORT OF ARMY PEARL HARBOR BOARD ON
PHASES MENTIONED IN HOUSE MILITARY AFFAIRS REPORT WHICH
RELATE TO THE PEARL HARBOR DISASTER*1. Scope and extent of inquiry of Army Pearl Harbor Board*

The Secretary of War, by orders dated 12 and 22 July 1944 copies of which are hereto attached and marked Exhibits "A" and "B", assigned the following missions to the Army Pearl Harbor Board in connection with the House Military Affairs Committee Report dated 14 June 1944:

Ascertain the facts and make appropriate recommendations to the Secretary of War concerning all matters mentioned in the Congressional Committee Report which relate to the Pearl Harbor disaster. These phases involve primarily alleged delays and deficiencies in the construction of defense projects in Hawaii and alleged derelictions of the District Engineer, Colonel Theodore Wyman, Jr., C. E.

It is the understanding of the Board that the remainder of the matters mentioned in the Congressional Committee Report, other than the Pearl Harbor matters, will be investigated in accordance with the order of the Secretary of War dated 12 July 1944.

2. Findings of fact

The following facts have been found by the Board after careful consideration of the evidence and due deliberation. These findings are based upon the sworn testimony of many witnesses heard by the Board at Washington, San Francisco, and in Hawaii and the study of numerous authenticated documents. Specific references are made in some instances to the transcript, the exhibits, and other appropriate

sources of reliable information. [3] The evidence so indicated is not exclusive, however, of other proof which was adduced before the Board.

a. Construction work contemplated and need for speed in construction.—The original work contemplated in the fall of 1940 for defense projects in Hawaii, as later expressed in the basic contract dated 20 December 1940 (Exhibit No. 46), comprised the following categories:

A. Ammunition storage magazines on the Island of Oahu complete with service roads, railroad spur tracks and appurtenances * * *.

B. Aircraft warning service stations on the Islands of Oahu, Hawaii, Maui and Kauai, involving certain installations, including buildings, roads, trails, cableways, haulage ways as directed by the Contracting Officer.

C. Railway trackage on the Island of Oahu at certain locations to be designated, in accordance with detailed instructions to be issued from time to time by the Contracting Officer * * *.

D. Fortification structures for use in connection with fixed fortifications at locations to be determined by the Contracting Officer.

E. An addition to radio station WTJ in accordance with detailed instructions to be issued by the Contracting Officer.

Speed in completing this construction program was made of the essence in the contract. The increasing tempo of the world war, the sympathetic attitude which we had evidenced toward the victims of the aggressor nations, and the probability that we would be "next on the list", all pointed to the need for strengthening our Pacific outposts in the shortest possible time.

The Secretary of War was personally

taking up very vigorously * * * a long series of steps that were connected with use of radar in picking up attacks from the air. (R, [4] v 35, p 4064.)

Indicative of this interest was a letter dated 7 February 1941 from the Secretary of War to the Secretary of the Navy, which stated in part:

WAR DEPARTMENT,
Washington, February 7, 1941.

Subject: Air Defense of Pearl Harbor, Hawaii.
To: The Secretary of the Navy.

1. In replying to your letter of January 24, regarding the possibility of surprise attacks upon the Fleet or the Naval Base at Pearl Harbor, I wish to express complete concurrence as to the importance of this matter and the urgency of our making every possible preparation to meet such a hostile effort. The Hawaiian Department is the best equipped of all our overseas departments, and continues to hold a high priority for the completion of its projected defenses because of the importance of giving full protection to the Fleet.

* * * * *

4. With reference to the Aircraft Warning Service, the equipment therefor has been ordered and will be delivered in Hawaii in June. All arrangements for installation will have been made by the time the equipment is delivered. Inquiry develops the information that delivery of the necessary equipment cannot be made at an earlier date.

* * * * *

(Exhibit No. 22, Robert's Comm. Report.)

Hence, the contract provided:

The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work. (Article II, 1.)

It is estimated * * * that the work herein contracted for will be ready for utilization by the Government within six (6) months from the date of this contract. (P. 4.)

[5] *b. Duties of the District Engineer, the Division Engineer, and the Chief of Engineers relating to the award of the contract.—*

The District Engineer and Contracting Officer on this work in the Hawaiian Islands during the time in question was Colonel Theodore Wyman, Jr., CE. In accordance with policies established by the Under Secretary of War to award contracts impartially and to local contractors if possible, Colonel Wyman was charged with the duties of ascertaining and recommending the availability of competent contractors in Hawaii to undertake this construction; and, if none were there available, of ascertaining and recommending the availability of such contractors in the United States. (R. v. 6, p. 600, 640, 642, 644, 646; R. v. 18, p. 2032.) He was also charged with the duty of investigating the loyalty and background of the contemplated contractors. (R. v. 6, p. 599, 648, 650, 651, 658; R. v. 18, p. 2037.) It was the duty of the Division Engineer and the Chief of Engineers to review and supervise the performance of these duties by the District Engineer. (R. v. 6, p. 636, 643; R. v. 18, p. 2037, 2065.)

c. Investigation of possible contractors.—

Col. Wyman did not conduct an adequate investigation to determine whether any contractors were available in Hawaii. He failed to communicate with such local contractors as would have been able to perform the work well and with speed and dispatch. R. v. 29, p. 3388; v. 30, p. 3626 et seq., 3721 et seq.; 3750 et seq.; v. 21, p. 2402, 2403, 2418 et seq.; v. 24, p. 2764 et seq.; p. 61-63 Report of Col. John A. Hunt, IG.)

Col. Wyman also failed to conduct an adequate investigation to determine the availability of competent contractors [6] on the mainland. He merely came to the mainland; and, within the period of a very few days, interviewed several contractors in California, went to Washington, D. C. and concluded negotiations with representatives of a joint venture comprising the Rohl-Connolly Co., Gunther-Shirley Co., and the W. E. Callahan Construction Company. It is clear that Col. Wyman showed favoritism toward the persons who comprised this joint venture. He did not even inform other possible mainland contractors that the job contemplated by the basic contract would later be expanded, which was something he knew at the time. (R. v. 18, p. 2051 et seq.; v. 29, p. 3537, 3588; p. 61-63 Report of Col. John A. Hunt, IG.)

Although the contract covered secret defense projects of the most crucial importance to our military outpost in Hawaii, Col. Wyman failed also to investigate the loyalty and background of the persons comprising the joint venture. (T, v. 6, p. 600; v. 29, p. 3579.) A mere cursory investigation would have revealed that Hans Wilhelm Rohl, the guiding spirit of the Rohl-Connolly Co., was then a German alien of doubtful loyalty and with a most dubious background. He first entered the United States as a German alien on 23 October 1913. At that time he was admitted for permanent residence. Later, he left and returned to the United States on about twelve occasions without disclosing his alien status, thus violating immigration laws then in existence. He also falsely represented himself as a United States citizen on Federal income tax returns and to a Federal income tax

investigator and on a ship's manifest. From 1934 to 1940 he directed the affairs of the Rohl-Connolly Co. as its President and a stockholder. This firm, by reason of his alien [7] status, owned and operated a number of ships in violation of the law. For these latter violations the Rohl-Connolly Company paid a fine of \$25,000 on 4 September 1941 in lieu of a statutory penalty forfeiture of the ships. (Exhibit No. 6; v 10, p 1161 et seq; v 20, p 2222 et seq; v 21, p 2375 et seq; v 22, p 2427 et seq; v 33, p 3972 et seq; v 34, p 4015 et seq; v 35, p 4103 et seq; v 37, p 4338 et seq, 4366 et seq.)

Rohl, as of the time his firm was awarded the secret Hawaiian contract, had a record of having been investigated by the Federal Bureau of Investigation and the Office of Naval Intelligence for alleged subversive activities. The Federal Bureau of Investigation had even received information in July 1940 that Rohl may have been a German agent during the first World War. This disclosure was prompted by knowledge of the informant that Rohl had been granted large Army contracts in the vicinity of Los Angeles. The Office of Naval Intelligence was informed in October 1940 that Rohl was an alleged dangerous German alien. Col. Wyman could have obtained this information merely making use of the telephone.

An excerpt from a Naval Intelligence Service Report on Hans Wilhelm Rohl, dated 5 March 1941 (R, v. 34, p. 4032) states that the inspector:

* * * believes subject to have been dishonest in his actions and that his actions indicate possible subversive activity.

(R, v. 19, p. 2200 et seq.; v. 34, p. 4027, 4030.)

The favoritism which Col. Wyman exhibited toward Rohl stemmed from an unwholesome and inappropriate relationship that had long existed between them. Their friendship began in 1935 when Col. Wyman was assigned as District Engineer at Los [8] Angeles. Col. Wyman so mixed his business and social activities with Rohl that it is clear these improper activities acutely affected the discharge of his duties, to the detriment of the Government. He accepted from Rohl excessive entertainment in and out of business hours. There was much joint drinking, carousing, and indulgence in off-color activities. This questionable relationship increased in tempo and grew more intimate and indiscreet as time went on. Several large Army contracts were awarded to Rohl's firm on the recommendation of Col. Wyman. He sought to explain this relationship on the ground that he reciprocated the entertainment. Clearly, however, such an explanation from an Army officer does not excuse, but only aggravates the original wrong.

This questionable personal and business relationship also involved at times Paul Grafe of the W. E. Callahan Construction Co. (Exhibit No. 6; R., v. 10, p. 1161 et seq; v. 21, p. 2375 et seq., 2398 et seq; v. 22, p. 2427 et seq; v. 23, p. 2580-A et seq; v. 29 p 3477; v. 33, p. 3957 et seq; v. 34, p. 4022 et seq; v. 35, p. 4095 et seq.)

It is significant that the Chief of Engineers, Major General Eugene Reybold, frankly testified concerning Col. Wyman in his business transactions:

He is the most indiscreet man that I ever knew. * * * In what he does on the side he evidently is very, very indiscreet. (R., v. 6, p. 611.)

Col. Robert J. Fleming, CE, also testified:

There has been a lot of discussion in the engineers, sir, for years, on the fact that a lot of people have always believed Colonel Wyman was a little bit too familiar with the contractors. (R. v. 11, p. 1289.)

[9] d. *Award of basic contract to Hawaiian Constructors.*—As previously stated, Col. Wyman came from Hawaii to California and spent but a few days ascertaining the availability there of contractors for the Hawaiian projects. He then went to Washington, D. C., and recommended to the Chief of Engineers that the Rohl-Connolly Co., W. E. Callahan Construction Co., and Gunther and Shirley Co. be awarded the basic contract. In pursuance of this recommendation the secret cost-plus-fixed-fee contract No. W-414-Eng-602 was executed with these firms on 20 December 1940. This contract called for work estimated to cost \$1,097,673 at a fee of \$52,220. (R., v. 6, p. 639 et seq; v. 18, p. 2032 et seq; v. 29, p. 3388, 3487 et seq; v. 20, p. 2288 et seq.)

e. *Award of supplemental contracts to Hawaiian Constructors.*—Supplemental agreements to the basic contract were later awarded the Hawaiian Constructors, mainly on the recommendations of Col. Wyman. These were 52 in number. Finally, the estimated cost of the work was expanded to about \$112,031,375, and the fee eventually received by the Hawaiian Constructors was thereby increased to \$1,060,000. In view of this fee which "ballooned" from \$52,220 to \$1,060,000, it is interesting to read the following sworn testimony given by Rohl on 22 May 1941 to an Inspector of the Immigration and Naturalization Service:

Question. Have you anything further that you wish to state?

Answer. I would like to say that the defense contract we have in Honolulu, is not a money making venture. We were requested to take that contract and they especially wanted me in on it because I have done a lot of work for Colonel Wyman, and he believes that I am able. We considered it our duty to take that contract. We are [10] donating our services, that is why I am anxious to expedite this investigation in my case. (R., v. 35, p. 4117.)

These supplements covered secret defense projects of the same general type as that contemplated by the basic contract. (Exhibit No. 6; R., v. 31, p. 3797.)

f. *Times fixed for completion of work.*—At the request of the Commanding General, Hawaiian Department, Col. Wyman, as the contracting officer, issued various job orders to the contractor to proceed with phases of the work. Summaries of some of these job orders are in evidence. (Exhibits 4 to 4-N; R. v. 7, p. 778 et seq.) An examination of the summaries will show that the facilities for the aircraft warning services, the ammunition storage magazines, the fire control stations, the underground gasoline storage tanks, and the other vital defense projects were supposed to have been completed long prior to 7 December 1941.

g. *Required manner of performance and right of Government to terminate contract.*—The basic contract (Exhibit No. 46) provides in Article I, 4, that:

The work shall be executed in the best and most workmanlike manner by qualified, careful, and efficient workers, in strict conformity with the best standard practices.

The contract further provides in Article VI, 1, that:

Should the Contractor at anytime refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

h. Access of Rohl to classified information.—[11] Col. Wyman informed Rohl in conferences at Los Angeles and San Francisco, in negotiations looking toward an award of the contract, that extensive defense work was to be done in the Hawaiian Islands. (R., v. 20, p. 2244, 2249 et seq.; v. 29, p. 3394.) An alien with a background of alleged subversive activities was thus informed that a program of highly secret defense work was to be undertaken in Hawaii. Not only did Col. Wyman have a responsibility as the Contracting Officer and the District Engineer to conduct an investigation which would have disclosed Rohl's alien background, but he had a clear duty under the provisions of AR 380-5, 10 June 1939, not to disclose to a German alien such as Rohl, information classified as Secret and information that defensive work was to be undertaken in the Hawaiian Islands.

The Chief of Engineers testified:

General FRANK. What if any rules or regulations did Colonel Wyman violate in event that he, having been informed that Rohl was an alien, discussed with him details of a secret defense project contract?

General REYBOLD. What did he violate?

General FRANK. Yes.

General REYBOLD. I would say, the rules of good judgment and common sense.

General FRANK. Is there any written regulation or specific document that covers that?

General REYBOLD. AR 380-5, to safeguard military information, certainly covers it.

General GRUNERT. When was that published?

General REYBOLD. June 10, 1939. (R. v. 6, p. 607.)

The evidence indicates Col. Wyman knew, before the basic contract was signed, that Rohl was a German alien. A friend of Col. Wyman testified that Col. Wyman had so admitted to him. [12] (R., v. 35, p. 4095, et seq.) Col. Wyman admitted to the Inspector General that he "knew that Mr. Rohl was born in Germany, had come to the United States on or about the year 1912 and had been in the United States since." (P. 63 Report of Col. John A. Hunt, IGD.) Rohl testified before the California State Legislature's Joint Fact Finding Committee on Un-American activities that he had informed Col. Wyman that he was an alien. He stated, "I told him—I had to tell him." (P. 3807, 3808, Exhibit No. 7.) Rohl said he gave Col. Wyman this information because he, (Rohl), knew the law which prohibited an alien from having access to secret defense projects. (See WD Cir. No. 120, 1940.)

Furthermore, an official of the Bureau of Immigration and Naturalization informed Col. Wyman on or before 1 March 1941 that Rohl was an alien applicant for citizenship. (R., v. 36, p. 4186.) This information was given Col. Wyman because officials of the Bureau considered the employment of such an alien on such secret defense work very "peculiar." (R., v. 18, p. 4018-4019.) Despite this notice, Col. Wyman arranged for Rohl's firm to be awarded additional contracts for secret work. (Exhibit No. 6; v. 18, p. 2048 et seq; v. 29, p. 3501,

3509, 3533, 3539, 3558, 3559.) Colonel Wyman testified that he was not informed until June 1941 that Rohl was a German alien. But even if this were so, then at that time at least Col. Wyman knew the Government had been victimized by the most crass deception. For, by their own admissions Thomas E. Connolly of the Rohl-Connolly Co., and Paul Grafe of the W. E. Callahan Construction Co. and Gunther and Shirley Co., were informed in December 1940, before the contract was signed, that Rohl was a German alien. This caused a complete reorganization because the contract was [13] secret. Mr. Connolly said the information was a shock and Mr. Grafe stated it was "a bombshell." Furthermore, both Mr. Connolly and Mr. Grafe met Mr. Martin, attorney for the Rohl-Connolly Co., in Washington during the conferences preceding the execution of the contract. Mr. Martin stated to Mr. Connolly that he "was in Washington in the interests of acquiring citizenship or furthering citizenship applications for Mr. H. W. Rohl." Col. Wyman also was in Washington during this period and roomed and met with these associates of Rohl. (R., v. 19, p. 2158; v. 2, p. 2288; Exhibit No. 6.)

Thus, if Col. Wyman was not advised until June 1941, he did nothing about the deception but continued nevertheless to grant contracts to Rohl and his associates and later gave Rohl full access to the secret plans and work.

The fact from a security standpoint is that details of secret defense plans for the Hawaiian Islands actually were disseminated to the aggressor nations who later became our enemies. (R. 31, p. 3797 et seq; 3799 et seq.) Rohl was also shown to have been acquainted with one Werner Plack, a German agent (R., v. 22, p. 2375 et seq; 2517.)

i. Performance by Hawaiian Constructors.—It is clearly established that from the very inception of the construction work in Hawaii and Hawaiian Constructors failed and neglected to prosecute the work with promptness or diligence and defaulted in the performance of the agreements. Paul Grafe, with whom Col. Wyman had been intimate in Los Angeles, was the representative in Hawaii of the three firms comprising the Hawaiian Constructors until Rohl arrived and assumed charge in September 1941. Undue delays of the contractors became notorious. [14] Impartial observations of the way in which the contractors conducted their affairs indicated that they were most inefficient. Projects were not completed on time and were not prosecuted in the manner required by the contract.

A well know contractor in Hawaii of some 15 years experience had observed the work of the Hawaiian Constructors and testified that it lagged badly and that Rohl was incapable of speeding up the work on account of his condition. He testified that the Hawaiian Constructors, in comparison with other contractors, were most inefficient. (R., v. 20, p. 2264 et seq., v. 30, p. 3623, et seq.) He cited several examples of delays which arose through neglect of the Hawaiian Constructors after they were awarded contracts. For example, the Hawaiian Constructors were awarded a competitive contract, although they were not low bidders, for two airfields on Hawaii, one airfield on Maui, and one airfield on Molokai. The Government would have saved about \$300,000 if the contract had been granted to the lowest bidders. Moreover, view from a military standpoint, the low bidders possibly could have had the airfields completed by

7 December 1941, whereas the Hawaiian Constructors had only just started the construction as of that date. (R., v. 30, p. 3628.)

Lt. Col. J. J. Kestly, C. E. classified the work done by the Hawaiian Constructors as third rate and testified that "the progress is what I am saying was poor." (R., v. 30, p. 3668.)

Mr. Henry P. Benson, President of the Hawaiian Contracting Co. which later became a part of the Hawaiian Constructors, testified that the local contractors could have handled the work more expeditiously and more economically than did the Hawaiian Constructors. (R. v. 30, p. 3724.)

[15] Mr. Walter F. Dillingham, one of the stock holders of the Hawaiian Contracting Co., testified that after the work had commenced under the Hawaiian Constructors he stated to Mr. Benson, "It's an awful mess." (R., v. 24, p. 2758.) Following the execution of the basic contract and in the year 1941 the persons comprising the joint venture sold a 20% interest therein to Mr. Ralph E. Woolley, a local contractor, for the sum of \$65,000. (R., v. 30, p. 3750.)

Later in the year 1941 the persons then comprising the joint venture commenced negotiations which were consummated in the early part of the year 1942 whereby a 20% interest in the joint venture was sold to the Hawaiian Contracting Co. for the sum of \$100,000. (R., v. 30, p. 3727.) During this period the work covered by the contract and the supplemental agreements was increased to over \$100,000,000.

In passing it may be noted from the record that a joint venture of this kind has been criticized as successfully preventing competition and creating a monopoly to the disadvantage of the Government. (R., v. 21, p. 2404, 2414.)

The Inspector General, Hawaiian Department, produced many inspection reports from the official files which showed irregularities and deficiencies of long standing in the performance of the Hawaiian Constructors. (R., v. 28, p. 3226.)

Mr. A. Sisson, civilian employee of the U. S. Engineering Department testified regarding the work of the Hawaiian Constructors from his observations as an Area Engineer. He testified "All of the work here at the time was badly handled," * * * "It wasn't handled in an efficient manner." (R., v. 28, p. 3266, 3268.)

[16] He further stated, regarding the Hawaiian Constructors, "I think their main fault was the inefficiency, sort of a don't care a darn what the costs are," and that if the contractors were efficient builders "they surely must have sent this 'scrub team' over here to do it" and that "I have thought that there was a laxity, or I would say that the Hawaiian Constructors or members of the Hawaiian Constructors have gipped the Government to a considerable extent in the renting of the equipment." (R., v. 28, p. 3280, 3281.)

The former General Superintendent for the Hawaiian Constructors, Mr. H. J. King, testified from his observations that the character of the work which had been done was "very poor." (R., v. 23, p. 2529.) He referred to many examples of undue delays. (R., v. 23, p. 2531 et seq.) To use the vernacular of an affidavit he made, "The work that had been accomplished under the supervision of Col. Wyman prior to December 7, 1941, was pretty lousy." (R., v. 23, p. 2529.) The basis for this opinion was his observations of what

had been done under Col. Wyman and the conditions of Col. Wyman's operations. (R., v. 23, p. 2546.) He gave as his reasons for these inefficiencies the "lack of organization, lack of knowledge, lack of experience," and "lack of supervision" from the top all the way down. (R., v. 23, p. 2537.) He further stated that the system of the contract and the supervision by the Corps of Engineers was bad but that the connection of Rohl with that system aggravated an already bad situation. (R., v. 23, p. 2558.)

Another former employee of the Hawaiian Constructors, Mr. Rea B. Wickiser, testified that the grades for the runways at the Hilo Airfield were changed nine times during the course of [17] construction. He stated that before the Pearl Harbor attack he had been employed by the Territory Airport Constructors and that their work was being capably performed on a fixed contract basis and that the inefficient conditions arose when the work was given to the Hawaiian Constructors after the attack. (R. v. 22, p. 2458, 2465.)

Mr. Robert E. McKee, general contractor of many years experience testified on the basis of what he knew concerning a contract which his organization had with the Hawaiian Constructors. He stated that "the organization (Hawaiian Constructors) wasn't very efficient" * * * "they were not operating a very efficient organization." He further testified as to undue delays. (R., v. 21, p. 2407 et seq.) He stated that the basic reason for this inefficiency was lack of supervision; (R. v. 21, p. 2419) and mentioned that before Pearl Harbor he had tried unsuccessfully to get contracts for some of the airfields and that if these contracts had been awarded to contractors other than the Hawaiian Constructors the work would have been performed in a more efficient manner and at a considerable saving to the Government. (R., v. 21, p. 2411, 2418.)

George F. Bartlett, a Principal Engineer with the United States Engineering Department testified as follows concerning the Hawaiian Constructors:

General FRANK. In your observation of the operation of the contractors did you observe anything that indicated that was any intent on the part of the contractors to delay the work? Was there anything that showed intent to delay the work?

Mr. BARTLETT. Well, that would be an opinion. My opinion is yes, there was an intent, but I couldn't definitely put my finger on anything right now.

General FRANK. What led you to your opinion that [18] there was intent?

Mr. BARTLETT. Well, we would want certain things done at a certain time, and it would be resented on the part of the contractor. If I gave them a definite order that such and such a thing would have to be done at a certain time to make the work proceed in an orderly way, why, they would quite often find some subterfuge for not doing it, apparently, and we did not get along very well. There was considerable bickering on the job, but we made them to a certain extent expedite the work.

(R. v 22, p 2497, 2498.)

An employee in the Operations Office United States Engineering Department, testified that he had been called in as a sort of trouble shooter on the AWS construction because the work was lagging. He found that the reason for these undue delays was "the superintendent didn't pay much attention to these AWS constructions" referring to the superintendents of the Hawaiian Constructors. (R. v 19, p 2137.) He stated that "there was quite a complaint from the Signal Corps that we were not making any progress." (R. v 19, p 2138.)

Major General F. L. Martin, Commanding General of the Army Air Forces in Hawaii at the time of the attack, testified on this point also:

I complained with reference to the time that was required to get these permanent stations for the RDF installation; but as I remember those stations were being constructed under the supervision of Col. Wyman rather than Colonel Lyman, who was the Division Engineer. Now, as to who actually had charge of the construction, I will not be positive, but it is my impression at the present time that Colonel Lyman—at least, he was pushing it at the time, trying to unravel the knots that were preventing progress. (R. v. 17, p. 1891.)

Admiral Kimmel testified that General Short wrote him in August 1941 that the Army would have the radar in operation very shortly. (R. v. 16, p. 1785.)

Colonel Robert J. Fleming, CE, who was assigned to the Hawaiian Department during the time in question testified that [19] the association of Rohl and Colonel Wyman was "unhealthy" and that as far as the Hawaiian Constructors were concerned "I think there were indications of an awful lot of inefficiency in the setup." (R. v. 11, p. 1294.) He also testified that in his opinion, "If somebody with ability as an engineer had been District Engineer and could have been quick to find out what the military side of the picture had been, I think some of the things might have been speeded up a little bit." (R. v. 11, p. 1342.) As one specific example of undue delay, he cited the building of an elaborate road to a permanent AWS site, which road was far in excess of what was actually needed. (R. v. 11, p. 1328.) He also referred to the hot feud which had existed between Col. Wyman and Gen. Lyman of the Hawaiian Department and said "it would certainly prolong discussions." (R. v. 11, p. 1278.) He also stated that Paul Grafe, who was the directing head of the Hawaiian Constructors before the arrival of Rohl and who dominated the situation before Rohl assumed charge in September 1941, was a negative character so far as getting work done. (R. v. 11, p. 1325.)

A table set forth on pages 39 and 40 of the Report of the House Committee on Military Affairs, which was substantially verified by a witness before the Board, indicates the striking contrast between the estimated contract completion date of June 1941, the required completion dates of the job orders, and the actual state of completion of the work as of 7 December 1941. (R. v. 7, p. 778, 789; Exhibit No. 5.)

Some of these delays may be attributed to conditions which should be expected, such as lack of personnel, materials, and priorities. But the conclusion is clear that in the majority of cases the contractors were largely at fault.

[20] *j. Administration of contract and supervision of work by District Engineers.*—It was the duty of the Contracting Officer and District Engineer, Col. Wyman, to administer the contract and exercise general supervision over the performance of the contractors and to prod them or terminate the contract, if necessary, so that the work would be completed in the required time and manner. (R. v. 6, p. 596, 656.)

Instances abound in the record of maladministration and neglect by Col. Wyman. Following are a few examples of the more gross derelictions.

The District Engineer continued in Hawaii the improper relations that had existed between him and Rohl in Los Angeles.

A former civilian employee of the United States Engineering Department testified concerning many instances of drunkenness on the part of Col. Wyman which she had observed from her close association with him in the office of the District Engineer. (R. v. 23, p. 2568 et seq.)

Col. Robert J. Fleming, CE, also testified that Col. Wyman's addiction to excess drinking when he was assigned to the Third Engineers at Schofield Barracks, prior to his assignment as District Engineer, grew so pronounced that his superior finally forced him to take the pledge. (R. v. 11, p. 1284.) Col. Fleming stated that Col. Wyman's superior, Col. Lyman, "had enough on him (Col. Wyman) that he just about had to." As to Col. Wyman's general characteristics, he testified that Col. Wyman "was about the most impossible person personally that we had in the Engineers; that he was just one of those people who made everybody mad at him being always—he was just a bull in a china [21] shop." (R. v. 11, p. 1282.) This unsatisfactory state of affairs was brought to the attention of Gen. Short (R. v. 11, p. 1282), since the feud between Col. Wyman and Col. Lyman "got very bad, sir, oh, around the first of November, 1941." (R. v. 11, p. 1283.) On one occasion he observed Col. Wyman drink to excess at a party given by some Air Corps Generals about January 1942 and that he made "some very regrettable statements." (R. v. 11, p. 1286.)

Concerning the relationship between Rohl and Col. Wyman in Hawaii, he testified (R., v. 11, p. 1290):

General FRANK. What was it after the war?

Colonel FLEMING. After the war—well, I think after the war a lot of people thought that they were together too much of the time.

General FRANK. Were they drinking?

Colonel FLEMING. Yes, sir.

General FRANK. To excess?

Colonel FLEMING. I don't know, sir. I never saw them.

General FRANK. What were the reports circulating about that drinking?

Colonel FLEMING. Oh, there were all sorts of reports circulated about it, sir, but I think everybody in the Territory was mad at Colonel Wyman, about that time.

General FRANK. Everybody was what?

Colonel FLEMING. Was mad at Colonel Wyman.

He further testified, "I had had personal knowledge that in my opinion Col. Wyman associated too much with contractors." (R., v. 11, p. 1307.)

Col. Lathe B. Row, former Inspector General for the Hawaiian Department, testified concerning many derogatory reports which his office made of Col. Wyman's activities, and that while Col. Wyman repeatedly promised that corrective action would [22] be taken, such in fact was never done. (R., v. 19, p. 2093.)

He further pointed out that compared with the Construction Quartermaster, the work of the Hawaiian Constructors under the direction of the District Engineer was distinctly inferior. (R., v. 19, p. 2126.) These opinions were based upon a series of construction inspections

which were made by his office pursuant to directions of the Secretary of War. (R., v. 19, p. 2129.) This direction was as follows:

AG 600.12
(2-13-41) M-IG

EJ/as

FEBRUARY 17, 1941.

Inspection of Cost-Plus-A-Fixed-Fee Construction Projects.

COMMANDING GENERAL,
Hawaiian Department,
Fort Shafter, T. H.

1. Reference is made to letters from this office of November 20, 1940 (AG 333.1 (10-31-40) M-Sec. GS-M); of January 6 1941 (AG 600.12 (1-2-41) M-IG); and of January 15, 1941 (AG 333.1 (1-4-41) M-Sec GS-M), subject Assignment of Inspections of Constructing Quartermaster, Fiscal Year 1941.

2. A national defense construction project on a cost-plus-a-fixed-fee contract is being undertaken in the Hawaiian Department under the supervision of the District Engineer, Honolulu District, the inspection of which is a responsibility of the Commanding General, Hawaiian Department, under the provisions of the letters cited above.

3. The Chief of Engineers has been directed to notify you of the specific locations where military construction on cost-plus-a-fixed-fee basis is being undertaken in your Department, and of any additional locations where projects of the same type may be undertaken in your Department in the future. There will be furnished to you for the use of your Inspector General the instructions issued or to be issued by the Chief of Engineers for the administration of projects being constructed under his supervision by cost-plus-a-fixed-fee contracts.

4. Inclosed for the information of your Inspector General, is a copy of "Manual for Field Auditors on Cost-Plus-A-Fixed Fee Contracts" issued by The Quartermaster General for the use of Constructing Quartermasters on Quartermaster construction projects, together with a copy of a Guide utilized by officers of the Office of The Inspector General in inspecting such projects.

By order of the Secretary of War:
[23]

JOHN B. COOLEY,
Adjutant General.

2 Incls.
Incl. #1—Manual for Field Auditors.
Incl. #2—Inspection Guide.

The former Inspector General testified concerning the Hawaiian Constructors, "I was definitely of the opinion that there was a great deal of waste and unnecessary expenditure of time and funds." (R., v. 19, p. 2123.)

Concerning certain of these deficiencies, Mr. King stated (R., v. 23, p. 2535):

General FRANK. Who was responsible for that?

Mr. KING. Well, it was certainly the Engineer Corps, no one else. They were doing it. They were keeping the time. They were signing the pay checks.

In this regard, since the Engineers were doing work which should have been done by the contractors, attention is invited to the following letter:

OFFICE OF THE CHIEF OF ENGINEERS,
Washington, November 24, 1941.

Subject: Conduct of Work under Cost-Plus-A-Fixed-Fee Contracts.
To. Division and District Engineers:

1. When work is to be done under a cost-plus-a-fixed-fee contract, the Government exercises great care to select a contractor of outstanding ability and experience and pays him a fee for the use of his organization. It is expected that the contractor will be allowed to exercise the organizing and directive ability which he demonstrated prior to his selection by the War Department. It is also to be understood that the contractor has a vital interest in the preservation of his reputation for performing work in a skillful and economical manner. If the Government forces assume any of the functions of the contractor in directing

the work, in procurement, and in planning operations, the United States will not only be paying for services which are not fully rendered, but there will be an increase in Government costs due to duplication of functions.

2. It is realized that the many checks and approvals required when Government funds are being expended under cost-plus- [24] a-fixed-fee contracts tend to make Contracting Officers and Project Engineers assume responsibilities with regard to the conduct of work which they would not think of doing under a competitive bid form of contract. This tendency must be guarded against. The Government's representative must, of course, prevent the waste or improper use of funds, see to it that the contractor maintains required progress, and that he builds according to the plans and specifications. However, it is believed these functions can be exercised without infringing upon the proper responsibilities of the contractor.

3. It is directed that in the future each cost-plus-a-fixed fee contractor submit to the District Engineer on the tenth and twenty-fifth day of each month a brief report setting forth his views as to progress being made, difficulties encountered, anticipated difficulties, and recommendations for improving conduct of the work. This report will be submitted through the Project Engineer who will, by indorsement thereon, make such comments as are pertinent and then forward it within twenty-four hours to the District Engineer. The District Engineer will, without delay, forward the report to this office through the Division Engineer. It is expected that in this manner the contractor will be enabled to express his opinions freely on matters which affect his work and a record of the conduct of the work will be secured for future reference. Contractors will be encouraged to render frank reports and every effort will be made to insure that this system of reports does not develop into a useless routine.

Thomas M. Robins,
/S/ THOMAS M. ROBINS,
Brigadier General,
Assistant to the Chief of Engineers.

41/2733.

Chester R. Clarke, owner and operator of the Clarke-Halawa Rock Co., testified that in April 1941 he and other local contractors were low bidders by several hundred thousand dollars on a proposal to construct airfields on the Islands of Hawaii, Maui, and Molokai. But the Hawaiian Constructors nevertheless were given the jobs. They did not start or complete the work within the specified time limit. For this reason, the airfields were not completed by 7 December 1941, but would have been completed had the local contractors been given the contract. His firm had had considerable experience in this type of work. He attempted without success to get work on Bellows Field but this also was given to the Hawaiian Constructors. He had observed [25] that the work of the Hawaiian Constructors lagged badly and that Rohl, on account of his condition, was not capable of speeding up the work. Efforts of this contractor to do some of this work was unavailing. (R., v. 30, p. 3623 et seq.)

He also testified that Rohl used a technique of getting people enmeshed in his wrong-doings and thus made them subservient to his desires. (R v 30, p 3634.)

The Hawaiian Constructors were inefficient but Col. Wyman failed to prod them into an adequate performance or to terminate the contract. Col. Wyman, in face of all the evidence, even claimed before the Board that the Hawaiian Constructors were not negligent. (R v 29, p 3425.)

Col. Wyman permitted the Hawaiian Constructors to continue in performance of the contract although Rohl, its directing head, who was in charge since about September 1941, was frequently drunk. This condition seriously delayed the work and reflected the unstable state

of affairs which permeated the whole organization of the Hawaiian Constructors. Rohl's drunkenness and general inattention to duties became such a sore subject with the Army and the other members of the joint venture that finally he was ordered home in June 1942.

It is significant that before Rohl went to the Hawaiian Islands on this work he asked the Division Engineer, Brigadier General Warren T. Hannum, to assist him in getting transportation. General Hannum testified (R. v 18, p 2080) :

I didn't like his appearance at the time.

Major CLAUSEN. What was wrong with it?

General HANNUM. Well, he didn't appear to be absolutely sober.

Major CLAUSEN. And what did you do about it?

[26] General HANNUM. I assumed that he had been out to the club, or somewhere, and has just come in to see me, and that it was just a temporary matter.

Major CLAUSEN. What did you do about it, Sir?

General HANNUM. I did nothing further about it.

An officer testified that while assigned to G-2, Hawaiian Department, he conducted an investigation as a result of which he reached the conclusion that Rohl was such a drunkard he was even incompetent to be a subversive influence. (R, v 32, p 3925).

Mr Arthur T. Short, manager of the Pleasanton Hotel stated that Col. Wyman and Rohl were always together and had quarters in the hotel. Speaking of these quarters he said "they had more parties up there, dancing and drunks." (R, v 30, p 3648.)

Miss Helen Schlesinger, a civilian girl employee of the United States Engineering Department, testified concerning the drunkenness of Rohl and that she observed his drunken condition on one occasion especially when she responded to a call from Col. Bernard C. Robinson, C. E., to come down to the Pleasanton Hotel at about 9 p. m. to get out some contract documents. (R, v 28, p 3287 et seq.)

Mr. Dillingham, previously referred to as a stock holder in the Hawaiian Contracting Co. which became a member of the Hawaiian Constructors, testified that he didn't like Rohl and had suspicions as to his sobriety. (R, v 24, p 2761.)

Mr. King testified that Rohl was a play boy, was "playing pretty hard" * * * "he just wasn't paying very much attention to business, I know that" and that he never saw him when Rohl wasn't more or less drunk. (R, v 23, p 2525, 2526.) He testified further that Rohl originally was Chairman of the Executive Committee of the Hawaiian Constructors and that his supervision [27] was generally ineffective because of his use of liquor. (R, v 23, p 2544.) He stated, concerning Rohl that "insofar as the work was concerned, rather than his being of value, he was more of a detriment." (R, v 23, p 2534.) He pointed out that in addition to drinking so hard, Rohl would interfere with the work. For example, Rohl would commit higher authority in the military to actions without going through channels. (R, v 23, p 2555.)

Mr. Ray B. Wickiser also testified to the general interference and disruption which Rohl caused with the work. (R, v 22, p 2476.)

Col. Row testified that Rohl evaded attempts to obtain statements from him concerning his derelictions. (R, v 19, p 2107.)

Col. Wyman favored the inefficient Hawaiian Constructors to the exclusion of the more competent local contractors in subcontracting work. Reference is made to the previously cited testimony.

Col. Wyman shoved through government purchases of equipment from the Hawaiian Contracting Co. and the Rohl-Connolly Co. at excessive prices and without proper regard for the interests of the Government. For the details reference is made to excerpts from the report of Col. John A. Hunt, IGD, which are hereafter set forth, and to testimony before the Board. (R, v. 31, p 3775 et seq; R, v 19, p 2134; et seq; R, v 7, p 745; R, v 33, p 3996 et seq, R, v 30, p 3588, et seq; v 32, p 3803 et seq.)

Despite these conditions and delays by the contractors the Board was advised by the present District Engineer, Honolulu, T. H. (1st Ind., 10 Aug 44) :

There is no record in this office of any formal com- [28] plaints registered by the Government concerning delays of the contractor during 1941.

Mr. Clarke testified that Rohl "did not seem particularly inclined to push the work here" * * * "He made Hawaii one round of good times for Mr. Rohl. There isn't any doubt of that."

Mr. King who had been acquainted with Col. Wyman's activities in Los Angeles testified :

Major CLAUSEN. The General has brought out that point. Did you know prior to Pearl Harbor, from hearsay and general knowledge, anything concerning Colonel Wyman?

Mr. KING. Yes, I did.

Major CLAUSEN. And what was that concerning his proclivities for playboying or drinking?

Mr. KING. Well, the general impression around Los Angeles where Colonel Wyman was stationed was that he was pretty much of a playboy too.

Major CLAUSEN. And what about his drinking?

Mr. KING. Well, that was generally understood, that he was a pretty hard drinker. (R, v 23, p 2526, 2527.)

Reference is also made to the previously mentioned testimony concerning the activities and excess drinking of Col. Wyman at Los Angeles.

Col. Wyman failed to inform higher authority of the delays and deficiencies of the contractors. (R. v 6, p 589, 600, 602, 618, 655.)

Attention is invited to possible effects of these delays and deficiencies of the contractors. Exhibit No. 5 in evidence indicates generally the state of completion of certain of the more vital defense projects as of 7 Dec 41. (R, v 7, p 789.) In addition to a lack of facilities for the AWS permanent stations, the ammunition storage magazines, the fire control station and the underground gasoline storage tanks, there was a dearth of [29] airfields on the Island of Oahu and the adjoining islands. Since this subject is one of primary importance, and in order that no unwarranted conclusions may be reached, the following quotations from the testimony are set forth:

Major General Roger B. Colton, Chief of the Engineering and Technical Service, Signal Corps, testified :

General FRANK. Can you tell us what were the number and location of the permanent aircraft warning stations contemplated for the Hawaiian Islands to complete a phase of Contract No. W-414-Eng-602?

General COLTON. The number and location of permanent aircraft warning stations originally contemplated for the Hawaiian Islands were three 271 and 271-A fixed stations and five SCR-270 mobile stations. The three fixed stations 271 and 271-A were planned to be located at Kaala, Kokee, and Haleakala. Three of the five mobile stations were planned to be located at Nuana Pali, Manawahua, and Mauna Loa. The other two mobile stations were designated as

roving stations. There is no record of the Corps of Engineers' contract W-414-Engineering-602 in the files of the Chief Signal Officer, and I have no familiarity with it. (R. v. 6, p. 671, 672.)

General FRANK. What equipment was to be furnished by the Signal Corps?

General COLTON. The equipment to be furnished by the Signal Corps was three fixed stations 271 delivered complete with shelter, except for the concrete foundation of the shelter, and also five mobile radar stations 270 to be delivered complete and ready for operation. (R. v. 6, p. 672.)

General FRANK. How did such priority compare with similar equipment furnished at about the same time to installations in the Philippines and Panama?

General COLTON. Under the priority furnished by the War Department under date of March 10, as I have already stated, Hawaii was scheduled to get the third, fourth, and fifth sets; Panama was scheduled to get the first and second sets. (R. v. 6, p. 675.)

General FRANK. When was the Hawaiian radar equipment actually delivered to the quartermaster for shipment?

General COLTON. The Hawaiian radar equipment was delivered as follows, to the Quartermaster, for shipment: All components of one 271-A were turned over by the Signal Corps to the Quartermaster Corps for shipment by 26 May 1941. All components of two SCR-271s were turned over to [30] the Quartermaster Corps for shipment by 26 June 1941. Foundation plans were furnished in advance of the above dates.

The five mobile stations, SCR-270, were delivered to the Quartermaster Corps for shipment on 22 July 1941, together with one additional mobile station, which had in the meantime been authorized by the War Department for the Hawaiian Department. I would like to say in this connection it should be noted that three additional fixed stations for Hawaii were authorized by the War Department 28 May 1941, for inclusion by the Chief Signal Officer, in a supplemental estimate for fiscal year 1942. (R., v. 6, p. 675, 676.)

General FRANK. Now, when these were delivered, you say they included "all components." Does that mean that that included the towers?

General COLTON. Yes, sir; that included the towers.

General FRANK. Did it include the generator sets?

General COLTON. It included generator sets.

General FRANK. What about extra tubes?

General COLTON. It included the extra tubes. Of course, they were not contemplated. It was not contemplated that tubes were to be furnished for the entire life, but spare tubes were furnished. (R., v. 6, p. 676, 677.)

General FRANK. Was the equipment ready for installation when delivered?

General COLTON. The equipment was ready for installation when delivered. May I go back a moment, General? You asked me only about the fixed stations, previously? You haven't asked me as to the readiness of the mobile station.

General FRANK. Will you state as to the readiness?

General COLTON. The previous testimony related to the fixed stations. The mobile stations were delivered complete and ready for operation. (R., v. 6, p. 677.)

General FRANK. And you have already testified that three fixed sets were turned over to the Quartermaster for shipment, one in May and two in June of 1941, and five mobile sets were turned over to the Quartermaster for shipment the 22nd of July 1941; is that correct? Six. That is right?

General COLTON. Yes, sir; except that one additional mobile station was also turned over on the 22nd of July, making the total of six. (R., v. 6, p. 681.)

General FRANK. No.

[31] When was the equipment for the information center furnished?

General COLTON. There was no standardized filter or information center arranged for equipment. Such equipment was furnished on requisition against project funds.

I want to change the emphasis of that statement. I say, such equipment was furnished on requisition against project funds. I mean to say that that was the plan set up for it, that it was intended to be requisitioned by the local authorities against project funds.

In this connection, however, I would like to make reference to a document that I have here which indicates that information centers were in operation prior to the 14th of November, 1941.

General FRANK. Therefore they were equipped with the necessary equipment and in operation in November 1941?

General COLTON. Yes, sir; and I may say that I have at one time or another seen pictures of the installation, but I have no information as to exact dates. (R., v. 6, p. 686, 687.)

The following testimony was given by Col. C. A. Powell, Signal Officer of the Hawaiian Department during the fall of 1941:

General FRANK. On December 7, what was the situation with respect to the installation of the information center?

Colonel POWELL. The installation of the information center was by means of a temporary structure which I had built with my own soldiers in what we now call the "Signal Corps Area." It was a temporary structure, and it was operative.

General FRANK. Had they had exercises prior to December 7?

Colonel POWELL. They had, sir.

General FRANK. And it had operated successfully?

Colonel FRANK. Yes, sir.

General FRANK. And what was the situation with respect to the permanent radar sets? Had they arrived in the island?

Colonel POWELL. They had, sir.

General FRANK. When had they arrived, please?

Colonel POWELL. Two radar SCR-271s—that is the [32] temporary set—were received the 3d of June, and one SCR-271-A, which has the higher tower, was received also the 3d of June.

General FRANK. Were they complete?

Colonel POWELL. No, sir; they were not complete. I have a prepared memorandum here which I would like to introduce, which I think would give you a picture.

General FRANK. Will you state the date on which all equipment was here and complete so that they could be erected?

General RUSSELL. You mean these three?

General FRANK. Yes.

Colonel POWELL. I do not have that information available, when the things were received, except I consider that when you say "complete" that means everything, including the conduit and the fittings and everything else.

General FRANK. Well, so that they could operate; that is what I mean.

Colonel POWELL. Oh, I see. Well, to the best of my knowledge and belief, I think that they could have been operated in November of that year.

General FRANK. Was installation of the permanent sets held up?

Colonel POWELL. Yes, sir.

General FRANK. What were the reasons?

Colonel POWELL. The reasons were that the engineers were unable to complete the sites for these permanent installations.

General FRANK. Why were they unable to complete the sites, do you know?

Colonel POWELL. I do not know, sir. (R., v. 32, p. 3885, 3886, 3887.)

General FRANK. You had equipment for how many sites?

Colonel POWELL. We had equipment for permanent stations. Now, wait a minute—there were only three permanent stations, General Frank. (R., v. 32, p. 3887.)

General FRANK. All right. Was there any delay in furnishing the Corps of Engineers with drawings for the preparation of these sites—any delay on the part of the Signal Corps?

Colonel POWELL. Not by my office.

[33] General FRANK. Well, was there any?

Colonel POWELL. No, sir.

General FRANK. Did you get the drawings from the Washington office of the Signal Corps?

Colonel POWELL. Yes, sir. We gave them all the information that they asked for. (R., v. 32, p. 3892.)

General FRANK. Was there any delay in the building of the roads to the sites?

Colonel POWELL. That is what held us up.

General FRANK. That is what held you up?

Colonel POWELL. Yes, sir.

General FRANK. Who was responsible for building those roads?

Colonel POWELL. The Corps of Engineers. (R., v. 32, p. 3892, 3893.)

Major CLAUSEN. Sir, you referred to Kaala, Kokee, and Haleakala as being the sites for the permanent sets, is that correct?

Colonel POWELL. That is correct.

Major CLAUSEN. When were those sites originally selected?

Colonel POWELL. That was approved by the War Department on the fourth endorsement, June 27, 1940. (R., v. 32, p. 3895.)

Major CLAUSEN. You know, therefore, that as of that date, the engineers were also advised that those were prospective sites?

Colonel POWELL. Yes, sir. (R., v. 32, p. 3895.)

Major CLAUSEN. I have a letter referring to your permanent sites dated November 14th, 1941, to Colonel Colton, Chief, Materiel Branch, from yourself, Department Signal Office, then Lieutenant Colonel, Signal Corps, reading:

(Memorandum for Colonel Colton, Chief, Material Branch, from C. A. Powell, Lt. Col. Signal Corps, Department Signal Officer, Hawaiian Department, November 14, 1941, is as follows:)

"In recent exercises held in the Hawaiian Department, the operation of the radio set SCR-270 was found to be very satisfactory. This exercise was started [34] approximately 4:30 in the morning and with three radio sets in operation. We noted when the planes took off from the airplane carrier in the oscilloscope. We determined this distance to be approximately 80 miles, due to the fact that the planes would circle around waiting the assemblage of the remainder from the carrier.

"As soon as the planes were assembled, they proceeded towards Hawaii. This was very easily determined and within six minutes, the pursuit aircraft were notified and they took off and intercepted the incoming bombers at approximately 30 miles from Pearl Harbor.

"It was a very interesting exercise. All the general officers present were highly pleased with the proceedings of the radio direction finding sets and the personnel associated with the information centers.

"We have had very little trouble with the operation of these sets. When the fixed stations are installed in the higher mountains surrounding Hawaii, we expect to have as good an air warning system available for use as is now operating for the British on their tight little island, as their situation is approximately the same as ours is on Hawaii."

Do you recall that, sir?

Colonel POWELL. No, sir.

Major CLAUSEN. Just to shorten our proceedings here, I am going to ask you the general question whether or not the facts you set forth in this letter are correct?

Colonel POWELL. Yes, sir. (R., v. 32, p. 3896, 3897.)

General FRANK. Do you consider that there were any avoidable delays in the construction of the aircraft warning service system by the Engineers or by the contractors?

Colonel POWELL. I thought that they should have given the air warning a higher priority than they did, to get our work done. They were working on the airfields, and we had to take our priority behind the airfields. (R., v. 32, p. 3901.)

General FRANK. Was this place on the priority list that the aircraft warning service held called to General Short's attention?

Colonel POWELL. I am sure it was, because he decided on it. I am sure he decided the priority. (R., v. 32, p. 3901.)

Major CLAUSEN. It is just a question of putting up a tower?

Colonel POWELL. Yes, the higher tower you can get the greater distance you obtain, due to the curvature of the earth. That is solely due to the curvature of the earth. That is solely due to the curvature of the earth at a low altitude.

Major CLAUSEN. Getting back a moment to my question, as to whether the Japanese planes actually did all come in [35] very low along the water, I show you a graph of a plot of the Opana Station, and ask you whether you have seen that before?

Colonel POWELL. Yes, I have seen that.

Major CLAUSEN. That indicates that the planes were actually picked up by the Opana mobile station at what range, what distance. That is exhibit No. 15 in evidence.

Colonel POWELL. Well, I cannot figure that from this, but, as I recall it, it was around 80 miles.

Major CLAUSEN. At least 80 miles?

Colonel POWELL. Yes.

Major CLAUSEN. That indicates to you, therefore, what, with respect to the height of the attacking Japanese planes that came in that morning?

Colonel POWELL. It would indicate they were at least 500 feet in the air. (R., v. 32, p. 3903.)

Major CLAUSEN. Now, you said something about the fact that the mobile sets were subject to a conservation of instruments. Is it not true also that the mobile sets were powered not by commercial power but by auxiliary power or gasoline motors, is that correct.

Colonel POWELL. That is true. (R., v. 32, p. 3904.)

General GRUNERT. Then there is no reason why there was any delay on the part of the Engineers concerning the height of the towers on your permanent stations?

Colonel POWELL. No, sir. I do not see any excuse for it. (R., v. 32, p. 3905.)

As of the date of the basic contract, 20 December 1940, the War Department had authorized the construction of three permanent AWS stations at Mt. Kaala on Oahu, Mt. Haleakala on Maui and Mt. Kokee on Kauai, seven mobile stations and an information center at Fort Shafter. (Letter from Chief of Engineers, 13 August 1944.)

Brig. Gen. James A. Mollison, AC, gave the following testimony:

General RUSSELL. Suppose that you people had had ample warning of the approach of these hostile aircraft but there had been no interference with their take-off from the points from which they did depart: did you have any defensive means to have repelled the attack of dive bombers [36] on the naval craft, naval ships?

General MOLLISON. Oh, I think we could have done a lot of damage to them. I think that we could have kept almost all of those slow-moving torpedo bombers out. Those things were just like shooting fish; they were going along at, I should say, a hundred and ten miles an hour. They didn't look to me as though they were a bit faster than that. The dive bombers were faster. They were probably 160 to 170. And the zero, the little fighter, was a good fast airplane.

General RUSSELL. What type of aircraft produced the great damage to our naval ships?

General MOLLISON. The torpedo bomber was the one that caused the most damage to the largest number of ships. The most positive damage that was done was done by high-altitude horizontal bombing on the battleship Arizona. They just happened to get some lucky hits down the stack of the Arizona, and she went up.

General RUSSELL. Those were the people who were 10,000 feet up.

General MOLLISON. They were, I should say, between eight and ten thousand feet. All of our antiaircraft was hitting way below and behind these planes.

General RUSSELL. The question the General has stated is that if ample warning of the attack had been given the effect of the attack could have been greatly minimized, if not completely eliminated.

General MOLLISON. I think there is no doubt about that. If we could have put 50 fighters in the air that morning—and we could have if we had had ample warning—I do not think we could have done a thing against them offensively as far as their carriers were concerned; we did not have the type of aircraft with which to do it. But we could certainly have raised Cain with their formations that came in if we had 50 fighters in the air.

General RUSSELL. And you had more than 50 fighters available?

General MOLLISON. We had 105; 103 P-40s and we had something like 22 P-36s, but strangely enough that P-36 would not have been any good at all, but the chap in the P-36 did shoot down one plane. We had about 14 fighters in the air that morning, total. (R., v. 7, p. 829, 830.)

General FRANK. You said that under normal conditions you had a certain number of the planes in each squadron, or certain squadrons that were designated as alert squadrons?

General MOLLISON. That would not be under normal; [37] that was under alert condition, I should have said, General; under conditions of alert.

General GRUNERT. But not under conditions of Alert 1?

General MOLLISON. Yes, sir.

General GRUNERT. Sabotage?

General MOLLISON. Yes, sir. There were alert squadrons, alert crews.

General FRANK. How long did it take you to get those planes off the ground in case of emergency?

General MOLLISON. They were supposed to be ready to go in thirty minutes, General. You see, that is Alert A or condition of Readiness A.

General FRANK. Where did the crews sleep?

General MOLLISON. The crews slept in tents or hutments immediately adjacent to the planes when the bombers were in dispersed position. When they were on the line they slept in the operations rooms and hangars.

General FRANK. Is that where the pilots also slept?

General MOLLISON. Yes, sir.

General FRANK. So there were certain pilots and crews sleeping on the line?

General MOLLISON. Yes, sir. May I add that that could not help matters at all that morning during the attack because these things were on everybody before there was a possibility of doing anything about it; they were just going down the line.

General RUSSELL. The 4-minute alert would not have helped you, would it, General?

General MOLLISON. A 5-second alert would not have helped, because if they are on top of you you can't take a plane off without being shot down if you have got a bunch of Zeros sitting up there waiting for you to take off.

General GRUNERT. Then, the only effect, as far as I can gather from your testimony, is that the difference between Alerts Nos. 1 and 2 as to protection against what happened, would have been a certain amount of dispersion?

General MOLLISON. That is all. It would not have helped a bit, unless you had warning of from 30 minutes to two hours before these people are going to attack you, because when they are sitting up there looking down your throat you can't take an airplane off the ground.

[38] General GRUNERT. Then, your only source of warning would have been the air warning service or information from the Navy; is that correct?

General MOLLISON. Yes, sir, that is true. (R., v. 7, p. 821, 822, 823.)

Maj. Gen. F. L. Martin, AC, testified:

General FRANK. Now, had you been alerted so that your fighters could have taken the air, to what extent do you estimate 80 fighters could have interfered with the attack?

General MARTIN. Well, they could have done considerable damage. They could not have prevented it. It would have been impossible to have prevented it, but they could have reduced its effectiveness quite materially.

General FRANK. How many Jap planes actually were shot down over Oahu?

General MARTIN. I do not know. The Air Forces shot down about 10. The anti-aircraft shot down others. As I remember, it was possibly 29 or 30. There is a record of that.

General FRANK. Yes, I know.

General MARTIN. I do not remember exactly. I think it was about 29 or 30. But in my opinion, seeing a large number of those ships leaving the area with gasoline streaming out behind them, they never made the carriers, and that was true in many cases that I saw where there would be a white plume of gas—why it didn't catch fire I never knew—leaving the tanks of the the airplanes that were making for the sea. (R., v. 17, p. 1901.)

General RUSSELL. General Frank asked you some questions a moment ago, General, about what could have been accomplished by 80 fighters on December 7th. I want to ask you: Did you have 80 fighters available on December 7th before the Japanese came in and destroyed a great part of your force?

General MARTIN. Now, let me see. We had approximately 100 P-40s.

General RUSSELL. And they are fighters?

General MARTIN. Yes, they are fighters. We had approximately 50 P-36s.

General RUSSELL. And they are fighters?

General MARTIN. They are fighters. At least half of those were always on the ground, on account of lacking spare parts, so I reduced it to 75. Out of the 75 there [39] is always probably ten or fifteen per cent that would be out of commission from day to day. They would be in today and out tomorrow. So it is something less than 75 that would be the maximum that could have been put in the air on that day. (R., v. 17, p. 1909, 1910.)

Rear Admiral Husband E. Kimmel, testified:

General RUSSELL. Admiral, I have had some curiosity about what was done with your radar as far as the ships in the harbor were concerned.

Admiral KIMMEL. I have been informed by experts, and knew at the time, that the radar on ships in port was virtually useless on account of the surrounding hills, and the towers and buildings in the Navy Yard; and we never made any attempt to use it, but depended entirely on the shore for radar information. Furthermore, radar properly mounted on shore, and high up, has much longer range than anything we could get, because one of the elements in the range of the radar is the height above the sea at which it is mounted. (R., v. 17, p. 1809.)

General GRUNERT. Let us go forward with the intercepting command; and we included as one of its functions the Air Warning Service. I want to find out from you just what you knew about that in the latter part of November and early in December, and what you thought of it as to its status and its ability to operate.

Admiral KIMMEL. Well, at the time, I thought the aircraft warning service of the Army was probably somewhat better than it later proved to be. I knew that in the drills that we had conducted they had been quite successful in following the planes, and I recall that General Short, on one occasion, told me that he thought he could give us a coverage up to 150 miles and probably to 200 miles. This was just conversation, I didn't inquire too closely into it, because that was quite satisfactory to me; and if he could do that, that was, I thought, doing pretty well.

I knew that they were standing watches in the aircraft warning center to the limit of their personnel and equipment; and I knew that, even though I think now I had somewhat overestimated the capacity of it, I knew it was far from perfect and far from a finished product; but it was all we had, and I believed they were doing the very best they could with it.

General GRUNERT. Did you know they were "standing watch," as you call it, only from 4 a. m. to 7 a. m., and that that was only for practice purposes?

Admiral KIMMEL. In detail, I didn't know just the hours that they were standing watch. The aircraft warning service was manned during most of the day. I had been informed of that. (R., v. 16, p. 1789, 1790.)

[40] General RUSSELL. If the success of such an attack was assured and the Japanese seemed to have known everything about the situation out there, why would they not have made an attack which had to be successful?

Admiral KIMMEL. Well, of course there are two or three answers to that. One is that the Japanese Air Force, I think, without question, was much more efficient than we had believed it to be. The attack was a well-planned and well executed attack. Another phase is that the greatest damage done there was done by aircraft torpedoes. We believed prior to the 7th of December that they could not launch an aerial torpedo in Pearl Harbor. We thought that the water was not deep enough. Our air service had not been able to do it; and we had received official information from the Navy Department which convinced us that it could not be done. We were wrong. The major part of the damage was done by such torpedoes.

So far as reconnaissance is concerned, we had plans for reconnaissance and could run reconnaissance of a sort, but in our estimate which had been submitted to Washington, and which was on file in both the War and Navy Departments, it was clearly stated that we had to know the time of the attack, within rather narrow limits, in order to have anything like an effective search, because we could not maintain a search except for a very few days. Then of course we were hoping to get more planes all the time, and we had been promised additional planes, patrol planes, and additional Army bombers, all of which were necessary for the defense of Oahu. (R., v. 16, p. 1805, 1806.)

General GRUNERT. Knowing what you did about radar and the information center, did you feel that, on December 7, that had let you down?

Admiral KIMMEL. Of course, I knew nothing about the receipt of any information at all in the Army radar, until the Tuesday, I think it was, following the attack; and when I found out that they had known where these planes came from and located within rather narrow limits the attacking forces—yes, I felt let down, because that was the information we wanted above everything else. I have been informed that the Navy, Admiral Bellinger, and Captain Logan Ramsey, called the Army information center several times each, during this attack of December 7, and asked them if they had been able to locate the direction from which these planes had come, and to which they returned; and each time they were informed they couldn't get anything.

Then, when this information was reconstructed two days later, we felt that it was unfortunate that we had not had that information available. (R., v. 16, p. 1791, 1792.)

Col. Lorry N. Tindal, AC, testified:

Major CLAUSEN. If the higher stations had been [41] completed, do you know if the direction of these returning planes could have been ascertained more accurately?

Colonel TINDAL. Yes.

Major CLAUSEN. And is it a fact they could have been obtained more quickly?

Colonel TINDAL. Yes, in my opinion. (R., v. 40, p. 4493, 4494.)

Col. Robert J. Fleming, CE, testified regarding the lack of airfields:

At the beginning of the war there was only one airfield in the entire Hawaiian Department from which a bombardment plane could operate. That was also true on the day of December 7th. There was only one runway in the entire Department from which a B-17 could take off, and that was at Hickam Field. On the afternoon of Thursday, following December 7, whatever date that may be, they had a 5,000-foot runway at Bellows Field, on a field which was never authorized or approved by the War Department. (R., v. 11, p. 1331.)

Gen. Martin gave this testimony concerning this condition:

General RUSSELL. Well, did any arrive?

General MARTIN. On the morning of December 7th we had nothing but our 12 B-17's coming from the mainland. Those ships arrived during the time the attack was taking place. We warned them in the open, because that is the only way we could warn them, to remain in the air as long as possible; that we had no airdromes at other islands that would accommodate them as yet. They were only partially completed. Four of the eight were lost from the attack of the Japanese. Eight were made available to the Air Force afterwards. Some were damaged in landing. One landed at a golf course. One landed at Bellows Field with the prevailing wind, on a very short runway. The new runway was not yet completed there and it was badly crashed. (R., v. 17, p. 1896.)

Mr. Chester R. Clarke testified concerning the state of completion of the defense projects as of the time of the attack:

Mr. CLARKE. I would say a very pitiful condition that that should occur when it did, because I frankly believe that had local contractors and mainland contractors like Mr. McClure and Mr. McKee and some of the others had this work, we would not have been in such a condition as we were when the Japanese attacked Pearl Harbor. We were certainly far less progressed in our work than we should have been. (R., v. 30, p. 3636.)

[42] Mr. George F. Bartlett of the United States Engineering Department, stated:

General FRANK. Which of those projects, in your opinion, should have been finished prior to Pearl Harbor?

Mr. BARTLETT. The radio transmitter station (AWS) on Kokee should have been finished.

General FRANK. That is up on Kauai?

Mr. BARTLETT. Kauai, yes, sir. And the radio transmitter (AWS) tunnel should have been finished.

General FRANK. On Kauai?

Mr. BARTLETT. No.

General FRANK. At Shafter?

Mr. BARTLETT. At Shafter. (R., v. 22, p. 2502.)

This witness further testified:

General GRUNERT. What do you know about that particular situation?

Mr. BARTLETT. Well, I finished the job over there. That is where they sent me on the second of December. I went over there as area engineer to speed up the Barking Sand Airport, and the Kokee radar station.

General GRUNERT. You went over there on the 2nd of December?

Mr. BARTLETT. Yes, sir.

General GRUNERT. What did you find when you got over there?

Mr. BARTLETT. Well, I found the Hawaiian Constructors there with three supervisory personnel. They hadn't the tower up. The material had been there for some time.

General FRANK. How long, about?

Mr. BARTLETT. Oh, it had been there for—it was a matter of weeks. I couldn't recall now just how long; but we had it up; in five days, that tower was up. (R., v. 22, p. 2510, 2511.)

k. Conduct of certain witnesses before the Board.—Col. Wyman, at the request of the Board, appeared at Honolulu for the hearings. He was accompanied by counsel made [43] available to him by the War Department, namely, Brig. Gen. John S. Bragdon, Office of the Chief of Engineers, and Maj. Bolling R. Powell, Jr., GSC, Legislative and Liaison Division, Major Lue Lozier, JAGD, who had studied the case while assigned to the Office of the Chief of Engineers, was also made available at Hawaii for their assistance. Col. Wyman was afforded an opportunity to present to the Board whatever evidence he desired. He gave testimony on various matters set forth in the Report of the House Military Affairs Committee. Gen. Bragdon also testified as to his research. (R., v. 26, p. 2894, 2923; v. 23, p. 3831.)

Col. Wyman testified that he was first advised in June 1941 that Rohl was an alien. (R., v. 29, p. 3503, 3534, 3552, 3579.) The falsity of this statement is apparent from the testimony and exhibits previously mentioned. A similar false statement was made by Col. Wyman to the Inspector General. (P. 68, 601, Report of Col. Hunt.)

Col. Wyman testified that Paul Grafe was the source of his information that Rohl was an alien. (R., v. 29, p. 3504, 3534, 3551, 3552.) The falsity of this statement is observed from reading the testimony and exhibits previously referred to. A similar false statement in this respect was also made to the Inspector General. (P. 68, 601, Report of Col. Hunt.)

Col. Wyman testified that he did not help Rohl get naturalized. (R., v. 29, p. 3506, 3507, 3530.) The falsity of this statement is readily shown. For example, Col. Wyman sent Rohl the letter dated 22 January 1941 which was used by Rohl's lawyers (Martin at Los Angeles and Galloway at Washington) for the purpose of having Rohl's naturalization petition favorably considered, treated as special, and pushed through. [44]

In this regard attention is invited to the startling history and details of Rohl's naturalization. He applied at Los Angeles, California, on February 3, 1941, for permission to file a petition for naturalization. On 10 March 1941 he filed the petition. Rohl testified at the preliminary examination that his marriage to his then wife was his second and that he was first married in 1914 to a Marian Henderson by whom he had four children. He also testified that this marriage was dissolved by a divorce in 1924. Later, on 11 March 1941, he confessed that this testimony was false. Investigations which followed the filing of the petition disclosed the previously mentioned violations of immigration laws. Consequently, on 27 May 1941, the Inspector in Charge at Los Angeles submitted to the Central Office a formal application for a warrant of arrest of Rohl on the ground that he was in the United States in violation of the Immigration Law of 1924. The Central Office did not concur in this request because the three year period of limitations had expired. The files of the Bureau of Immigration and Naturalization and the Federal Bureau of Investigation indicate that the letter dated 22 January 1941 from Col. Wyman to Rohl was only one of several communications by Col. Wyman to have

Rohl's petition favorably considered. (R., v. 22, p. 2427; v. 33, p. 3972 et seq; v. 34, p. 4015; v. 35, p. 4103 et seq; v. 36, p. 4186, v. 37, p. 4338, 4366.)

The letter reads as follows:

[45]

Via Clipper

WAR DEPARTMENT,
UNITED STATES ENGINEER OFFICE,
Honolulu, T. H., January 22, 1941.

Address reply to District Engineer,
U. S. Engineer Office, P. O. Box 2240, Honolulu, T. H.
Refer to File No.
Contract No. W-414-eng-602

Mr. H. W. ROHL, ROHL-CONNOLLY COMPANY,
4351 Alhambra Avenue, Los Angeles, California.

DEAR SIR: Reference is made to Secret Contract No. W-414-eng-602 with the Hawaiian Constructors for work in the Hawaiian Islands.

As you are actively interested in this venture, I desire you to proceed to Honolulu at your earliest convenience to consult with the District Engineer relative to ways and means to accomplish the purpose of the contract. You will be allowed transportation either by clipper or steamboat, both ways, and travel allowance not to exceed \$6.00 per day while en route in accordance with existing laws and regulations.

You will make application to either the District Engineer at Los Angeles or the Division Engineer, South Pacific Division, San Francisco, for transportation.

Very truly yours,

s/s THEODORE WYMAN, Jr.,
Lt. Col., Corps of Engineers, District Engineer.

In light of the language of this letter it is interesting to observe Col. Wyman's testimony to the effect that when the contract was signed he did not expect that Rohl would go to Hawaii. (R., v. 29, p. 3528). Col. Wyman testified that he received no response from Rohl as to the letter but nevertheless did nothing. (R., v. 29, p. 3531). This testimony should be further considered with Col. Wyman's answer to Gen. Russell [46] that he sent the letter because of a fuss which he had with Grafe, although he later stated to General Russell that this fuss arose in February, 1941. (R., v. 29, p. 3556). Gen. Hannum indicated that Col. Wyman had this row with Grafe about May 1941. (R., v. 18, p. 2055). Significantly, also, Gen. Hannum who was the superior of Col. Wyman was never shown a copy of the 22 January 1941 letter. (R., v. 18, p. 2057).

Attention is invited to this extract of a letter from Rohl's attorney David H. Cannon of Los Angeles to the Secretary of Commerce.

Major CLAUSEN. In any event, do you know anything about a letter by this Mr. Cannon, David H. Cannon, 650 South Spring Street, Los Angeles, California, to the Secretary of Commerce, dated August 29, 1941, which states in part as follows: (Paragraph 5.)

"Theodore Wyman, Jr., Lieutenant Colonel, Corps of Engineers, War Department, in charge of all the above-mentioned defense work in Hawaii, has requested Mr. Rohl and the War Department to have Mr. Rohl give his personal service in connection with the emergency defense work in Hawaii, and as early as January 1941 and at numerous times since that date Colonel Wyman has tendered Mr. Rohl transportation via clipper or boat to the Islands and has stated to Mr. Rohl over interocean telephone that he will personally obtain special permission, because of Mr. Rohl's alien status, to allow Mr. Rohl to work on this secret contract." (R., v. 20, p. 2229.)

Attention is also invited to the following letter dated 15 August 1941 which Col. Wyman sent to the Chief of Engineers:

Via Clipper

WAR DEPARTMENT,
UNITED STATES ENGINEER OFFICE,
Honolulu, T. H., August 15, 1941.

In reply refer to:
ND 600.114-602
" 230

Subject: Request for Final Citizenship Papers of Mr. H. W. Rohl of Rohl-Connolly Company, San Francisco and Los Angeles, California.
To: The Chief of Engineers, U. S. Army, Washington, D. C.

(Through The Division Engineer, South Pacific Division.)

[47] 1. Mr. Paul Grafe, Attorney-in-Fact for the Hawaiian Constructors, a joint venture consisting of the W. E. Callahan Construction Company, Los Angeles, California; Gunther & Shirley Company, Los Angeles, California; and Mr. Ralph E. Woolley, contractor of Honolulu, prosecuting Cost-Plus-A-Fixed-Fee Contract No. W-414-Eng-602, has requested the District Engineer to bring to the attention of the Engineer Department the status of Mr. H. W. Rohl, 2519 Hollywood Boulevard, Los Angeles, California, one of the principal stockholders of the firm of Rohl-Connolly Company. Mr. H. W. Rohl applied to the U. S. District Court at Los Angeles, California on January 15, 1941 for his final citizenship papers which, it appears, have not been issued to date.

2. Mr. H. W. Rohl is a very skillful construction supervisor. He has personally supervised several large construction jobs for the Engineer Department under various contracts, also, other agencies of the United States. Some of the outstanding work performed by Mr. Rohl was the construction of the Los Angeles-Long Beach Detached Breakwater, the construction of the Headgate Dam at Parker, Arizona for the Indian Service, and miscellaneous dams, tunnels, and other heavy construction in the State of California. Mr. Rohl is a man of outstanding ability, and of excellent judgment and resourcefulness for the management of difficult construction work.

3. Due to the fact that part of the work being performed under Contract No. W-414-Eng-602 is of a restricted nature, and because of his alien status, Mr. Rohl has been reluctant to take any active part in the supervision or management of the work under Contract No. W-414-Eng-602; therefore, his valuable services have been lost.

4. While District Engineer at Los Angeles, California, the writer had frequent contacts with Mr. Rohl in connection with the Los Angeles-Long Beach Detached Breakwater construction and the dredging of the Los Angeles Harbor. It is the writer's opinion that Mr. Rohl's loyalty to the United States is beyond question.

5. In view of the scarcity of qualified supervisory personnel for construction work in the Hawaiian Islands, it is the District Engineer's opinion that Mr. Rohl's services would prove invaluable in prosecuting the work at hand under the above cited contract; therefore, it is recommended that the Attorney General's attention be invited to the case with a request that action on his application for final citizenship papers be expedited.

Office, Division Engineer

South Pacific Division

Aug 18 '41 9 00 AM

San Francisco, California

Inclosure: Ltr., 8/15/41 fr., HAWAIIAN CONSTR.

cc:—Mr. H. W. Rohl.

THEODORE WYMAN, Jr.,

Lt. Col., Corps of Engineers.

District Engineer.

[48] On or about August 28, 1941, in pursuance of requests and information from Col. Wyman and Rohl's attorney, the Acting Chief of Engineers wrote the following letter to the Bureau of Immigration and Naturalization. (R., v. 14, p. 1539 et seq; v. 6, p. 543 et seq.)

WAR DEPARTMENT,
OFFICE OF THE CHIEF OF ENGINEERS,
Washington, August 28, 1941.

LEMUEL B. SCHOFIELD,
*Special Assistant, Bureau of Immigration and Naturalization,
Office of the Attorney General, Department of Justice,
Washington, D. C.*

DEAR MR. SCHOFIELD: The Hawaiian Constructors, a joint venture consisting of the W. E. Callahan Construction Co., Los Angeles, Calif.; Rohl-Connolly Co., San Francisco and Los Angeles, Calif.; Gunther & Shirley Co., Los Angeles, Calif., and Ralph E. Woolley, contractor of Honolulu, T. H., are working on very important defense construction at Honolulu, T. H., pursuant to Engineer Corps Contract No. W-414-Eng-602.

Mr. H. W. Rohl, 8519 Hollywood Boulevard, Los Angeles, Calif., one of the principal stockholders of the Rohl-Connolly Co., applied to the United States district court at Los Angeles, Calif., on January 15, 1941, for his final citizenship papers which have not, as yet, been issued. Mr. Rohl is possessed of outstanding ability, excellent judgment, and resourcefulness for the management of difficult construction work. Some of the outstanding work performed by Mr. Rohl was the construction of the Los Angeles-Long Beach detached breakwater, the construction of the Headgate Dam at Parker, Ariz., for the Indian Service, and the miscellaneous dams, tunnels and other heavy construction in the State of California. To date, Mr. Rohl's valuable services have not been available for Government defense projects because of his alien status.

The services of Mr. Rohl are of vital importance to the expeditious completion of the afore-mentioned defense construction project because of his peculiar qualifications and scarcity of qualified supervisory personnel. It is the understanding of this office that Mr. Rohl's loyalty to the United States is beyond question. It is therefore requested that the granting of Mr. Rohl's final citizenship papers be expedited.

Your consideration and cooperation will be very much appreciated.

Very respectfully,

JOHN J. KINGMAN,
*Brigadier General,
Acting Chief of Engineers.*

[49] Accordingly, the petition of Rohl was specially heard as a contested case on 15 September 1941 by the United States District Court, Los Angeles, Judge J. F. T. O'Connor presiding. Rohl was represented in court by still another attorney, one David H. Cannon of Los Angeles. The court granted the petition after a statement of facts had been presented by the Bureau of Immigration and Naturalization. This included a representation to the court that "no objection will be made to the granting of this petition." The statement also set forth that:

The petitioner is the President of the Rohl-Connolly Contracting Co., located at 4351 Valley Blvd., Los Angeles, and has been awarded a secret contract in connection with a defense construction project in Honolulu. His participation in this project is being held up until he has been naturalized.

The basis for this latter statement included the quoted letters. The Board received from the former Division Engineer a copy of a letter dated 10 October 1941 from the Immigration & Naturalization Service to attorney Benjamin L. Stilphen, of the Office of Chief of Engineers, reading in part:

You are advised that all the facts in the case were presented to the court. * * *

Wyman testified that he had maintained the same relations with other contractors as he maintained with Rohl. (R., v. 29, p. 3360, 3364, 3365, 3383, 3564.) The falsity of this statement is clear from what has previously been found as to the extraordinary and abnormal relations which actually had existed between Rohl and Col. Wyman,

Col. Wyman testified that he conducted an adequate investigation to determine the availability of contractors in Hawaii. (R., v. 29, p. 3388, 3481.)

The falsity of this statement is indicated by the proof that many local contractors were available in Hawaii and would [50] have welcomed the work and were more competent than the Hawaiian Constructors. Col. Wyman did not even communicate with these contractors for this purpose.

Col. Wyman testified that there were no delays attributable to the neglect of the Hawaiian Constructors. (R., v. 29, p. 3425.) The falsity of this statement is apparent from the showing of undue delays and deficiencies.

Col. Wyman testified that he was not relieved from Hawaii for any deficiencies. (R., v. 29, p. 3516, 3575.) In an apparent effort to support this statement he referred to his award of a Distinguished Service Medal for his services in Hawaii. (R., v. 29, p. 3374.) Since the point is thus raised, it becomes necessary to examine the history of this decoration. The citation for this award reads:

GENERAL ORDERS
No. 42

WAR DEPARTMENT,
WASHINGTON, August 17, 1942.

EXTRACT

II—AWARD OF DISTINGUISHED-SERVICE MEDAL— * * *

THEODORE WYMAN, JR., colonel (Lieutenant colonel, Corps of Engineers), Army of the United States. For exceptionally meritorious and distinguished service in the performance of duty of great responsibility as District Engineer, Honolulu (T. H.) Engineer District, from October 14, 1941, to March 15, 1942. On October 14, 1941, Colonel WYMAN was directed to proceed with emergency construction in the South Pacific Area, to be available for use by January 15, 1942, at locations difficult of access and widely separated. Under extremely difficult conditions of supply and construction, Colonel WYMAN completed the work in 11 weeks from the date of notice to proceed, and on December 28, 1941 over 2 weeks ahead of schedule, reported the projects ready for use. Colonel WYMAN displayed unusual judgment, foresight, and energy in carrying out his duties, and through his accomplishment rendered a service of great value to the defense of this and cobelligerent countries. * * *

By order of The Secretary of War:

G. C. MARSHALL,
Chief of Staff.

[51] OFFICIAL:
J. A. ULIO,
Major General,
The Adjutant General.

It appears that that award was recommended by Brigadier General Warren T. Hannum, the former Division Engineer and superior of Col. Wyman. (R., v. 6, p. 630.) It further appears, however, that General Hannum first tried unsuccessfully to get the Commanding General, Hawaiian Department, to recommend the award. (R., v. 19, p. 2048.) General Hannum also knew since October 1941 of the complaints from the Hawaiian Department against Colonel Wyman. (R. 2041.)

Col. Wyman testified that he never even visited the chain of islands which had been prepared as an air route. (R., v. 29, p. 3545.) The Board further discovered that the impetus for the award came from Mr. Walter F. Dillingham who was a stockholder in the Hawaiian Contracting Co. during the period in question. This firm benefitted

from the mentioned equipment purchase and was one of those which comprised the Hawaiian Constructors. Mr. Dillingham had communicated with his lawyer in Washington, Mr. Lee Warren, concerning the initiation of the award. (R., v. 24, p. 2779.)

On this subject Mr. Wickiser testified:

* * * But I can tell you again that as far as the men that were working out there, working on the construction work, they thought it was a joke.

General GRUNERT. Do you know anything about his work on the string of air bases down toward Australia? Did you have anything to do with that?

Mr. WICKISER. No, sir.

General GRUNERT. Then, those who may have known about it and appeared to be surprised that he received a decoration didn't know but what he may have done extraordinary work on something else of which they were not aware?

[52] Mr. WICKISER. That might have been. But I might also say that most of these men also knew of Colonel Wyman in Los Angeles, sir, which goes back a little further than that time. (R., v. 22, p. 2473.)

It was of record that Gen. Tinker finally ordered the Hawaiian Constructors out of the chain of islands for apparent incompetence. (R., v. 22, p. 2486.)

With respect to the work of Col. Wyman on Christmas Island, which was one of the islands in question, following is a report of Col. E. W. Leard, IOD, to the Inspector General, Hawaiian Department:

The following report is contained in a folder marked Secret the title of which is "Report of Inspection of Station 'X' Christmas Island, Pacific Arch. Inspected: 2730 January, 1942 By: Captain W. E. Wilhelm, C. E."

19 FEBRUARY, 1942.

Memorandum for: Colonel Lathe B. Row.

Subject: Analysis of Report of Inspection of Station X.

1. An analysis of the report of inspection of station "X", made by Captain W. E. Wilhelm, CE, shows:

- a. That conditions at Station "X" are very bad.
- b. That these conditions are entirely due to the fault of the District Engineer.
2. The following specific failures of the District Engineer are indicated:
 - a. Material for assembling various types of tanks was sent, but no hardware, valve fittings, etc.
 - b. A ship load of lumber was sent, but no door jambs, window jambs, door screens, etc.
 - c. Insufficient laundry facilities have been provided.
 - d. Insufficient motor transportation has been provided.
 - e. Insufficient heavy machinery has been provided.
 - f. Insufficient messing and cooking equipment has been provided for personnel.
 - g. Necessary quantities of asphalt, plumbing material, electrical material, hardware, sinks, showers, lights, fans, and furniture have not been provided.

3. The following conditions have been permitted to exist without apparent remedial action:

- a. Sanitary conditions are very bad.
- b. No effort has been made to provide adequate living conditions for personnel.
- [53] c. Apparently no effort has been made to provide recreation and comforts.
- d. The Navy has been permitted to take over Pan-Air facilities and Hotel, and the engineers operate a mess for the Navy and perform all their chores.
- e. The medical officer has not been required to fully perform his duties.

4. The following indicates that the work of the engineers has not been satisfactory.

- a. Too much time is required for the construction of runways.
- b. Runways and bays are not properly completed.
- c. Radio equipment is left unpacked and untried, and some equipment is out of order.
- d. One laundry is not in operating condition.
- e. No effort has been made to provide the work camp with water.
- f. No apparent effort has been made to utilize the filters and purifying apparatus of the Pan Air Station.

5. The above resume taken from the report submitted by Captain Wilhelm to the office of the District Engineer indicates that a very bad state of affairs exists at Station X, and that this state of affairs can be attributed only to lack of proper supervision and competent personnel from the office of the District Engineer.

/s/ E. W. L.
E. W. LEARD,
Lt. Col. I. G. D.

The Comanding General, Hawaiian Department directed that two letters, dated 14 and 27 February requesting the relief of Col. Wyman for what amounted to gross inefficiency in office, be sent to the Chief of Engineers. These letters were sent and are as follows:

Letter of February 14, 1942, Colonel Lyman to Major General Reybold:

Major General EUGENE REYBOLD,
Chief of Engineers,
Washington, D. C.

DEAR GENERAL REYBOLD: We have had an unfortunate and unpleasant situation develop here in the Hawaiian Department. The District Engineer has executed some of his work in a most efficient manner, however, [54] due to an unfortunate personality he has antagonized a great many of the local people as well as some of the new employees and officers who have recently been assigned to his office. Since this atmosphere exists whenever any condition arises such as slowness in making payments to dealers or to employees, even if this condition is beyond the control of the District Engineer, the people wrathfully rise up in arms against him.

Prior to December 7 I did not have very many official dealings with the District Engineer and I know little about the efficiency of his administrative and engineering organization, but since December 7, when it was believed that it would be more economical and in the interest of efficiency to continue using his office as the procurement and dispersing agency for the Department Engineer's office, I have had many dealings with him. Some of the work which they were called upon to perform for me has been carried on in a highly satisfactory manner but there are many other items of work, which for some reason or other there was a slowness in getting results. This, I am told by various Post and Station Commanders, obtains generally and as a result many of their assistants carry resentments towards the office of the District Engineer. I shall have to state that there was rather a very abrupt change made when the ACQM was taken over by the District office and some of the difficulties were undoubtedly created by a lack of a suitable transition period.

Even though this area has been officially declared a Theatre of Operations, the District continues to function independently or under the Division Engineer on certain work over which I have no control, and as a result there is a lack of cohesion in our operations, and the whole engineer program is [55] suffering with a consequent loss of prestige by the Engineers in both civilian and military circles. However, this could be overcome by certain corrective measures in the District Engineer's organization and methods, and many of these are now being undertaken. It is extremely questionable whether a change in sentiment of method of operation by the District Engineer at this time could better the situation in the future due to the intense antagonism that now exists among civilians and worse among military personnel towards the District Engineer. It may be that the present District Engineer has outlived his usefulness in this Department.

The Department Commander discussed this situation with me two days ago and suggested that I warn you that he may conclude that a change is necessary. I know that General Emmons thinks very highly of the present District Engineer in some of the work that he has performed; however, the General feels that possibly an insurmountable condition has developed which is a handicap to efficient operation and he may decide to recommend a change. Before doing this, however, he has directed me to confer with the District Engineer and suggest changes in both his organization and his method of operation in an attempt to improve the existing unsatisfactory service.

Very truly yours,

A. K. B. LYMAN,
Colonel, Corps of Engineers, Department Engineer.

[56] Letter 27 February 1942 from Colonel Lyman to General Reybold:

DEAR GENERAL REYBOLD: I wrote you on 14 February 1942 in regard to the unsatisfactory situation in the District Engineer office here. Since that time I have personally investigated conditions and find that they are unsatisfactory, particularly in the administrative branches. The administration of his office and his handling of the air field construction program are not altogether pleasing to the Department Commander and the general unpleasant feeling toward him makes it desirable to effect his replacement.

With an organization as large as the present one of the District Engineer, decentralization of authority is essential. Colonel Wyman appears unwilling to grant authority to subordinates and attempts to carry too much of the load himself. As a result some phases of the work suffer from lack of sufficient attention. In addition three of the officers whom he has selected for important line island projects have had unfavorable reports submitted against them evidencing lack of judgment on the part of the District Engineer in the selection of key personnel.

When I wrote before, the Department Commander had not definitely decided that a change in District Engineers was necessary. He realizes that Colonel Wyman has done an excellent job in many respects and does not want to take official action that would tarnish the record of the officer. General Emmons feels that perhaps Colonel Wyman has been in this semitropical climate too long or that the pace at which the District Engineer has been driving himself has clouded his judgment. On several occasions Colonel Wyman has received important verbal instructions and failed to carry them out, either through forgetfulness or failure to understand. A reconsideration of the entire situation by the Department Commander has resulted in asking me to informally request the replacement of Colonel Wyman as District Engineer.

I sincerely hope that you will see fit to ease Colonel Wyman out of the Hawaiian Department in such a manner as to reflect no discredit on him and replace him with someone who can visualize the high degree of cooperation which is necessary between the various commanders, civilians, and the District Engineer's office in order that the Engineer Service may function to the fullest extent. I, personally do not believe there is any solution to the problem short of the relief of the present District Engineer.

In the event that you see fit to make a change I strongly recommend that two experienced administrative assistants, thoroughly familiar with the Departmental procedure, be either transferred here or sent on temporary duty to reorganize the administrative branch of the District office to permit it to carry the tremendous mass of detail expeditiously and effectively. The present administrative heads have not had sufficient experience to manage the large organization that is now required to perform the administrative detail. Errors in the preparation of pay rolls and vouchers and delay in making payments have resulted in some hardship and unpleasant feeling among local labor, contractors, except possibly the one large company handling the bulk of his work, and supply firms.

Sincerely

(s) A. K. B. LYMAN,
Colonel, Corps of Engineers,
Department Engineer.

[58] To this the Chief of Engineers, Maj. Gen. Eugene Reybold replied by letter dated 16 March 1942, which reads in part:

I appreciate very much your frank letter advising me of conditions in your Department. As you will know upon receipt of this letter, we have effected the reassignment of Colonel Wyman for important military construction activities in another theatre of operations.

The Inspector General, Hawaiian Department, made a report dated 14 February 1942, to the Chief of Staff of the Commanding General, Hawaiian Department, concerning gross inefficiencies and irregularities of the District Engineer. This reads in part as follows:

1. a. That the District Engineer has antagonized the business firms of Honolulu and private individuals of the community by his failure to properly meet obligations, peremptory actions, and lack of tact on the part of himself and certain members of his staff.

b. That due to the District Engineer's failure to coordinate the procuring, auditing, and disbursing sections of his organization payments to dealers for merchandise delivered and services rendered are in some cases long overdue. Some firms are threatening to refuse further sales unless outstanding obligations are paid in full and kept current. Many smaller businesses now are faced with financial difficulties due to their inability to collect amounts due them from the District Engineer. It has been ascertained that of the larger firms approximately \$500,000.00 is due Lewers & Cooke and approximately \$60,000.00 is due Mr. MURPHY, the owner of Murphy Motors and Aloha Motors. There are indications that similar large amounts are due other firms.

c. That the District Engineer's delay in paying wages, sometimes for periods of several weeks, is adversely affecting the prosecution of defense projects and the morale of employees engaged on these projects.

d. That the failure on the part of the District Engineer to properly and systematically take over the activities of the Zone Constructing Quartermaster on 16 December has resulted in disruption of administrative functions to a marked degree.

e. That the District Engineer's office as a whole has not been organized in such a manner as to operate with efficiency.

f. That there is evidence that the District Engineer [59] has harassed the former employees of the Zone Constructing Quartermaster and has subjected them to mental persecution to such an extent that many of the key men have refused to work in his office.

g. There is evidence to indicate that the employees of the former Zone Constructing Quartermaster who have been transferred to the office of the District Engineer are discontented and dissatisfied over conditions existing therein.

2. Mr. MURPHY, the owner of the Murphy Motors and Aloha Motors, stated yesterday (13 February 1942) that he has been unable to collect past due obligations for trucks and automobiles purchased by the District Engineer. He further stated that he is going to the mainland by clipper within three days and that he contemplates bringing these matters to the attention of Delegate KING and such other authorities in Washington as may be necessary to secure remedial action unless he can be assured his unpaid bills will be settled promptly. He also stated that he contemplates refusing to make delivery on orders now on hand for more motor transportation. Mr. MURPHY is extremely bitter of the manner in which he and other automobile dealers have been treated by the District Engineer.

3. In addition to the matters mentioned above, past inspections and recent numerous incidents requiring investigation have disclosed that the administration and operation of the District Engineer activities since 7 December 1941 have been exemplified by extravagance and waste and general mal-administration. It was discovered during the course of inspections of District Engineer activities prior to 7 December that his administrative setup was improperly coordinated and was so mentioned in these reports of inspection. The District Engineer, in his replies, has stated that steps had been initiated to correct the irregularities and deficiencies reported. It is now evident that many of these irregularities and deficiencies still existed on 7 December 1941 and have been aggravated by the increased volume of his activities incident to the outbreak of war and the taking over of the functions of the Zone Construction Quartermaster on 16 December 1941. Colonel WYMAN's methods of administration have been such as to antagonize many persons, military and civil, both within and without his organization. His actions have also been ridiculed and criticized in the community. I believe that this condition is to the great detriment of Army as a whole and the Engineer Corps in particular.

4. In my opinion Colonel WYMAN does not possess the necessary executive and administrative ability or the leadership to cope with the present situation existing in this Department. In addition to the matters set forth in paragraph 1 above, inefficiency of his office has further been demonstrated by:

a. His methods of purchase, assignment and use of motor vehicles.

[60] b. His waste of money in the renting, remodeling and furnishing of offices for himself and his staff.

c. The building of elaborate and expensive (\$41,652.46) air raid shelters at the Punahou School for the use of himself and the executives of the contractor. These shelters have sufficient capacity to protect only a small percentage of the number of employees on the Punahou Campus.

d. Directing his contractor to take over and operate the Pleasanton Hotel at an estimated loss of \$2,500.00 per month when a mess is operated and at the

rates and room assignments fixed by the District Engineer. The principal beneficiaries of the use of this hotel to date have been Colonel WYMAN and wife, and his staff and their dependents. This hotel was taken over on 16 January 1942 and a mess was established on 26 January 1942.

e. Failing to utilize to best advantage the services of Lieutenant Colonel HARROLD, former Zone Constructing Quartermaster, and his highly trained assistants.

f. His failure to stabilize assignments of personnel to positions of responsibility, and his failure to delegate authority to his administrative assistants to act for him.

g. His failure to establish a system of accountability to insure the proper accounting for the receipt and issuance of construction material.

h. His failure to issue directives in necessary detail and to organize his staff to insure compliance with directives issued by him.

i. His disregard for and violation of orders of the Military Governor concerning the curfew law.

5. Although several of the investigations relative to matters mentioned in paragraph 4 have not been completed, the evidence already obtained substantiates the statements made above and indicate that Colonel THEODORE WYMAN, Jr., C. E., does not possess the necessary executive and administrative ability to properly conduct the affairs of his office. The fact that Mr. MURPHY contemplates such drastic action and the fact that business firms threaten to refuse delivery on future orders submitted by the District Engineer indicate the seriousness of the situation and the need for immediate remedial action.

6. I strongly believe that unless a change in the administration of the office of the District Engineer is accomplished within a short time, most serious repercussions will result.

7. CONCLUSION

That it is to the best interests of the United States and [61] of the Hawaiian Department that Colonel WYMAN be relieved at once as District Engineer.

8. RECOMMENDATION

That Colonel WYMAN be relieved as District Engineer at once.

Accordingly, Col. Wyman was relieved on 15 March 1942 as District Engineer in Hawaii.

Captain William A. E. King, JAGD, testified that in the early part of 1942, while assigned to the Hawaiian Department, he rendered an opinion as to the serious derelictions of Col. Wyman which had existed before 7 December 1941. (R, v. 39, p. 4455, et seq.)

Charges that Col. Wyman was inefficient have also been confirmed by subsequent investigations of the Office of the Inspector General, Washington, D. C. Reference is made especially to that of Colonel John A. Hunt, IGD. (R, v. 7, p. 745, et seq.) His observations and studies were very helpful to the Board as a starting point for the exploration of facts. The Board developed many additional points of evidence.

[62] The report of Colonel Hunt, dated 14 June 1943 states in part:

b. Mr. Rohl was owner of the yacht Ramona, at one time Commodore of the Newport Harbor Yacht Club and well known as a sportsman and spender. During the period of Colonel Wyman's duties in Los Angeles, 1935-1939, he was the guest of Mr. Rohl aboard the Ramona and later the Vega, which Mr. Rohl acquired in 1937. Colonel Wyman testified that the number of such occasions was probably no more than four or five. These yacht trips, as described by Colonel Wyman, were for the greater part essentially business trips, primarily to inspect the quarries above referred to. Actually, there existed no necessity for conducting the business of inspecting quarrying activities on Catalina Island in this manner, since there were available to the District Engineer adequate Government-owned vessels. These trips must therefore be classed as pleasure trips at Mr. Rohl's expense, official business being an incidental consideration.

During the same period, Colonel Wyman was many times the guest of Mr. Rohl at the latter's Beverly Hills home. Colonel Wyman testified that he was very meticulous in the matter of removing any sense of obligation to Mr. Rohl by repaying these courtesies in kind. It is therefore apparent that Colonel Wyman was on close and intimate social relations with Mr. Rohl during the period when, as the Government's representative, he administered extensive work for which Mr. Rohl was the contractor.

c. The yacht trips and house parties given by Mr. Rohl and attended by Colonel Wyman were expensive and lavish. Intoxicating liquors were habitually served, with no limitation excepting the guest's capacity to imbibe. Colonel Wyman, claiming an ability to hold his liquor, imbibed freely. It is not in evidence that he became intoxicated to an obvious extent. It is not evident, however, that his acceptance of Mr. Rohl's entertainment was in any sense necessary to that desirable degree of acquaintance between the Corps of Engineers and the construction industry which may be considered necessary to their mutual interests. These contracts were essentially, if not entirely, social and personal affairs, which by their frequency and character tended strongly to bring discredit upon the Corps of Engineers and to give rise to just such allegations as the ones now in question.

With respect to the duty of Colonel Wyman to ascertain whether competent contractors were available in Hawaii for the construction of the defense projects, Col. Hunt reported:

e. Colonel Wyman testified that he had tried to interest local contractors in taking on the work originally proposed, and that they showed no interest. That statement was not confirmed by inquiry among those contractors, seven of whom were questioned in the matter, all of them [63] denying having been given a chance to take on any part of the work. These contractors were then seeking new work, and the bringing in of an outside contractor without giving them a chance to participate, created a considerable natural resentment on their part.

Concerning the fact that Col. Wyman knew of Rohl's alien status when the contract was executed, Col. Hunt reported:

It is difficult, therefore, to escape the conclusion that Colonel Wyman knew of Mr. Rohl's non-citizenship when the contract was entered into, or at latest shortly after writing the unanswered letter summoning him to Hawaii. In such circumstances any close relationship between Colonel Wyman and Mr. Rohl thereafter would have involved the former in dealings with a man of doubtful loyalty to the United States.

As to the continuance in Hawaii of the unwholesome relationship between Col. Wyman and Rohl which had existed in Los Angeles, Col. Hunt reported:

d. Various witnesses testified to having seen Colonel Wyman with Mr. Rohl at various semi-public functions, when both men indulged freely in toxicating beverages. So far as could be ascertained, most of these instances were prior to the attack of 7 December. No witness was found who could testify to drunkenness on Colonel Wyman's part. His own testimony and that of other witnesses in this respect indicates that Colonel Wyman maintained a totally unnecessary, and in the circumstances, an undesirable social familiarity with the active head of an organization whose prime business it was to profit from work under his supervision. If there is reasonable doubt that this relationship was with a man whose non-citizenship at the commencement of the contract was known to him, there is no doubt whatever that it was with a man who at the time of this relationship in Hawaii, had been proven to Colonel Wyman to have concealed the fact of his alien status. The least that can be said of that relationship is that it displayed a callousness on Colonel Wyman's part, not only toward the character of his associate, but toward the possible consequences of its public display.

Concerning the purchase of equipment from the Rohl-Connolly Co. and the Hawaiian Contracting Co., Col. Hunt reported:

7. a. It is next alleged that immediately prior to his departure from Hawaii, Colonel Wyman rushed through the purchase from the Rohl-Connolly Company of certain equipment owned by the latter, paying the price asked by Mr. Rohl,

although his own appraiser valued that equipment at approximately \$35,000 less than the price asked. At [64] this point it is pertinent to indicate that the original composition of the Hawaiian Constructors had been twice changed by the addition of two more co-adventurers prior to the events here in discussion. On 22 May 1941, Mr. Ralph E. Wooley, an independent contractor of Honolulu, had been added to the membership. On 4 January 1942, the Hawaiian Contracting Company became the fifth associated contractor, with Mr. H. P. Benson, President, becoming a member of the Executive Committee. Both of these men figure in the purchase of the equipment here in discussion, as well as in other equipment purchases. Some time prior to 9 December 1941, the need for more construction equipment became evident as increased operations to the south of Hawaii became necessary. It was known by Colonel Wyman that the Rohl-Connolly Company owned certain equipment which was then idle at the Caddoa project in Colorado. It was arranged that this equipment would be shipped to Los Angeles for overhaul and trans-shipment to Canton Island, Christmas Island, and other points in the Pacific. Efforts to trace the movements of this equipment failed, although it was determined that some reached Canton Island, some was en route to Christmas Island on 7 December 1941 when the ship carrying it was diverted by Navy orders, and some reached Honolulu. Under date of 11 March 1942, a letter signed by Mr. Rohl on behalf of the Hawaiian Constructors requested the District Engineer to purchase certain listed equipment from the Rohl-Connolly Company at prices stipulated therein. (Exhibit M.) The items listed appear to have been among those referred to above, though strict identification was not found possible. On 10 March 1942, Mr. M. C. Parker, employed by the District Engineer, was directed to appraise this list of equipment, which he did, reporting his findings of a value of \$131,411.03 on 11 March 1942. On 12 March 1942, Mr. Parker was ordered to report to Colonel B. L. Robinson, Operations Officer under Colonel Wyman. The former discussed the appraisal with Mr. Parker and they directed him to confer with Mr. Rohl in the matter. Mr. Parker was directed to a table at which Mr. Rohl sat with Mr. Ralph E. Wooley and Mr. H. P. Benson. A discussion was had, in which Mr. Rohl displayed certain paid repair bills relating to the equipment in question, with the evident intention of swaying Mr. Parker's appraisal. The latter refused to recede from his recorded judgment, whereupon Mr. Rohl asked him if he was aware that a good deal of back rental was due on the equipment. Mr. Parker disclaimed any knowledge thereof, but insisted that the fact would not alter his appraisal of the value of the equipment as he had observed it.

b. Both Mr. Wooley and Mr. Benson testified that they had no part in this discussion and were not aware of its subject or trend. Colonel Wyman expressed a complete ignorance of the discussions. On 12 March, Mr. Parker sent a memorandum to Colonel Robinson recommending that if back rental were due in an amount which, added to the amount of his appraisal, would equal or exceed the price requested [65] by Mr. Rohl, the latter figure be approved as the purchase price. (Exhibit N.) By letter dated 13 March, Colonel Wyman directed purchase of the equipment at prices stated by Mr. Rohl in his letter of 11 March. (Exhibit O.) The purchase was completed accordingly. Payment in the amount of \$166,423.17 was made by Captain W. P. McCrone, CE, on 19 March who had been displaced as disbursing officer several days previously when disbursements were taken over by the Department Finance Officer. Diligent search of files and inquiry among possible witnesses having knowledge of the matter, failed to disclose any facts explaining or justifying the rejection of Mr. Parker's appraisal and the payment of prices asked by Mr. Rohl. Colonel Robinson could not be reached, he having been transferred to some place in Australia.

c. It appears to be reasonably certain that the equipment in question had been in actual use for various lengths of time during January, February, and part of March at the time of purchase, although use records were not available and apparently were not maintained. There was no record of any rental agreement relating to any of this equipment. It is quite possible that assuming the fairness of Mr. Parker's appraisal on 12 March, the equipment had a substantially higher value when delivered to the site of use or at point of shipment. It does not, however, appear that a depreciation of approximately \$35,000 in value, or about 26% could have occurred in that period. No suitable basis was available upon which to reconstruct a fair value to apply to the equipment as of the date of delivery. Mr. Rohl's effort to sway the appraiser's judgment by

references to rentals due, seems an obvious effort to distort the facts in his own favor. All trace of the retained voucher and supporting papers were missing. No memoranda or other papers were found in connection with Colonel Wyman's letter directing the purchase at Mr. Rohl's figures. In the absence of justifying evidence or testimony, the conclusion seems inescapable that Colonel Wyman was unduly swayed, contrary to the Government's interests, by an unwarranted acceptance of these representations of Mr. Rohl in the face of conflicting recommendations.

8. a. It is next alleged that just prior to his departure from Hawaii, Colonel Wyman rushed through a purchase of equipment from the Hawaiian Contracting Company paying \$156,411 for the lot, including a considerable amount of equipment, as mentioned in c below, that was unfit for the emergency use for which, it was represented, it was immediately needed. In this connection, the procedure to be followed in purchasing equipment in Hawaii was recommended in a letter signed by Mr. Rohl. (Exhibit P.) The procedure was to base payment upon an appraisal to be made by a Mr. Bruce Gentry, representing the Hawaiian Constructors; a Mr. H. J. Roblee, employee of the Edward R. Bacon Company of Honolulu and a third man representing the owner. In the case of the equipment purchase now in question, the third party was Mr. Edward Ross, employee of [66] the Hawaiian Contracting Company. These three appraised the equipment in question, placing an upper value of \$156,150 upon it. This appraisal was substantially the amount named in a letter addressed by Mr. Rohl to the District Engineer dated 9 January 1942. In this case, the Government was not properly represented. Mr. Roblee, ostensibly the Government's representative, owed his livelihood to the Edward R. Bacon Company, of which the Hawaiian Contracting Company was a substantial customer in equipment purchases, his interests relating to those of his employer and its substantial customer. Mr. Gentry was a contractor employee and Mr. Ross obviously served the interests of the vendor.

b. Data secured by Major George R. Lumsden, Assistant to the Inspector General, Hawaiian Department, from the files and records of the District Engineer, indicated that much of the equipment concerned in this purchase had been appropriated by U. S. Engineer agencies upon the outbreak of war, putting it to use on authorized projects. Testimony taken by this investigating officer confirmed these facts. Other items were obtained from time to time as needed, still others remaining in the owner's equipment yard until many months after the purchase was consummated, and a substantial portion remained at the time of the present investigation in the District Engineer's salvage yard where it had been placed directly from the owner's equipment yard. The facts, in detail, are indicated in the tabulation, Exhibit Q.

c. The items hauled to salvage, unused, totaling \$9,100, were examined by the investigating officer. These items were so far obsolete as to warrant the description "archaic". Some of the Watson wagons (hand operated, bottom dump wooden wagons) were arranged for animal draft, while others had been equipped with trailer tongues. All had been robbed of metal parts before the purchase, some were badly rotted and others were termite eaten beyond any possible usefulness. Scrapers, scarifiers and like items were incomplete, badly rusted and of doubtful useability, even in an extremity. Other items accepted and taken into possession of the District Engineer subsequent to 1 July 1942 aggregated another \$20,511. These last items were useable, but their acquisition was totally unnecessary, suitable like items having been available in sufficient quantity prior to acceptance by the District Engineer's forces.

d. This transaction was directed by Colonel Wyman on 13 March 1942, and payment was effected in the same manner as in the case of the Rohl-Connolly equipment (paragraph 7). The files yielded no correspondence in the matter other than that mentioned herein. In the course of Major Lumsden's inquiry, it developed that the District Engineer's appraiser had undertaken an appraisal of some items of this equipment, had been denied access to it on the first attempt, and had later been permitted to examine [67] it with the result that on the items inspected, values were recommended which were in substantial agreement with those later used, in the actual purchases. Nothing further was done at the time, however, and when the purchase was finally directed, this appraisal was ignored and the new one made as indicated above.

e. Mr. Benson, President of the Hawaiian Contracting Company, owner of the equipment, testified that in his opinion, all the equipment was useable. Confronted with the writer's description of what he found, Mr. Benson's protesta-

tions weakened, being obviously unsupportable. Colonel Wyman testified that he was not familiar with the details and that he left such matters largely to Colonel Robinson. Mr. Wooley and Mr. C. C. Middleton, the latter Administrator for the Hawaiian Constructors, professed ignorance of the matter beyond the fact that the purchase was made. Mr. Benson protested that by seizing his company's equipment, the District Engineer had deprived the company of the means of operating as a contractor. This was true excepting that as a part of the Hawaiian Constructors it did continue in business. Furthermore, Mr. Benson chose first to justify and then to ignore the fact that the questionable items were useless or nearly so, and that many had already been depreciated off the company's books.

f. The most charitable construction applicable to this transaction is that the Hawaiian Constructors, Colonel Wyman, the owner and the appraisers negligently failed to ascertain that the United States received in each case property reasonably worth the price paid. Such a construction strains credulity. That Colonel Wyman in failing to require such assurance was negligent cannot be doubted. The several co-adventurers who desired to dispose of equipment to the Government had a common interest in upholding evaluations. The arrangement by which the Hawaiian Contracting Company's equipment was appraised is an obvious violation of the principle that in such matters the Government be directly represented, if not actually a deliberate evasion of that principle. The circumstances disclosed indicate a highly probable arrangement between Mr. Rohl and Mr. Benson to serve their respective interests. While proof of actual conspiracy was not procurable, the presumption thereof is strong.

Concerning the charges connected with the lease of the Yacht Vega, Colonel Hunt reported:

e. The charge that Colonel Wyman permitted his friendship for Mr. Rohl to govern in this transaction is lent color by the absence in the official files of any correspondence indicating that the chartering of the Vega had been discussed with the actual charterers, the Hawaiian Constructors, who were to be and now are being held responsible in the matter. Their first official entrance into [68] the case appears to have occurred only after receipt by them of Colonel Wyman's directions that they enter into a charter agreement some one and one-half months after the plan had been conceived by Colonel Wyman. Mr. Wooley, Mr. Benson and Mr. Grafe, the responsible heads of the Hawaiian Constructors, aside from Mr. Rohl himself, all disclaimed prior contact with the arrangement. There is reason to believe that these gentlemen found the entire scheme distasteful, and that they believed that Mr. Rohl had dealt unfairly with them in seeking to dodge certain responsibilities by adhering to what they judged to be the fiction that Mrs. Rohl, not H. W. Rohl was the Vega's owner. (Exhibit R.) Certainly the absence of written matter, frankly and openly expressing interest, proper consideration and the fixing of clear responsibilities for action taken, is strong cause to suspect irregularity and questionable scheming. While proof of the allegation under discussion was not found, it is again obvious that Colonel Wyman's addiction to the making of verbal commitments laid the foundation for those charges, involving both himself and the Corps of Engineers in an undesirable situation.

Colonel Hunt reached the following conclusions among others:

CONCLUSIONS

21. A very careful study of all facts and circumstances brought to light in the course of this investigation leads to the following conclusions:

a. During the years 1936-1939, Colonel Wyman, as District Engineer, Los Angeles, maintained a close personal friendship, as distinguished from a business friendship, with Mr. Hans Wilhelm Rohl, which was inappropriate on the part of the United States Army officer administering costly works on which the said Mr. Rohl was engaged as contractor. This relationship extended so far beyond the need for ordinary cordial business relation as to give rise to such presumptions of impropriety as formed, in part, the basis of this investigation. In maintaining that relationship, Colonel Wyman was not sufficiently mindful of that unquestionable reputation for integrity and impartiality which it was the duty of a man in his position to cultivate at all times.

b. The flattery of Colonel Wyman personally and professionally, which was bestowed upon him by his wealthy associate, Mr. Rohl, evoked in Colonel Wyman so complete a confidence in the former as to lead him to an unwise acceptance of Mr. Rohl's judgment and advice during their subsequent association in Hawaii. He thereby relinquished to some extent that independence of judgment required of an officer in charge of the Government's interests, as indicated in his too ready acceptance of Mr. Rohl's [69] recommendations relating to equipment purchases and appraisals.

* * * * *

e. Colonel Wyman did not act in the Government's best interest when in purchasing Rohl-Connolly equipment at a cost of \$166,423.17 against the appraised value of \$131,411.03, he failed to fully justify for the record, the payment of the larger of the two amounts. * * *

f. Colonel Wyman did not act in the Government's best interests in the purchase of equipment from the Hawaiian Contracting Company at a cost of \$156,000, in that he based that payment upon a prejudiced appraisal, and failed to take such action as would insure that the equipment purchases was actually required, was in good condition and useable and was worth the amount paid. * * *

g. The inefficiencies charged to the management of construction matters in Hawaii actually existed, * * *

Since the Board uncovered more evidence than was adduced by Col. Hunt, it is now possible to determine more accurately the derelictions of Col. Wyman and the extent to which the inefficiencies of the Hawaiian Constructors were due to his acts and omissions.

The report of Col. Hunt was preceded by an investigation of Col. L. George Horowitz concerning Col. Wyman's activities on the Canal Project and the Alcan Highway in the Northwest Division to which he was assigned after his tour in Hawaii. (Exhibit No. 6.) These recommendations conclude with the statement:

The retainment of the Division Engineer (Col. Wyman) in his present capacity will and must eventuate in disgraceful performance or failure.

In this regard reference is made to information supplied the Board by the Assistant Chief of Staff, G-2, to the effect that the Canadian Government had suggested the reassignment of Col. Wyman from Canada because of the way in which he conducted himself. (R., v. 34, p. 4034.)

[70] Col. Wyman was also officially reprimanded under the 104th Article of War for neglect in connection with his duties as Division Engineer in the Northwest Division. Following is the direction of the Commanding General, Army Service Forces:

WAR DEPARTMENT,
HEADQUARTERS, ARMY SERVICE FORCES,
Washington, D. C., May 5, 1943.

SPAAW 201-Wyman, Jr., Theodore

Subject: Reprimand Under 104th Article of War.

To: Commanding General, Eighth Service Command.

1. It is directed that you administer a reprimand under the 104th Article of War to Colonel Theodore Wyman, Jr., now a member of your command, substantially as follows:

a. Pursuant to instructions of the Commanding General, Army Service Forces, War Department, you are hereby reprimanded under the 104th Article of War for your failure to enforce safety precautions in connection with the field operations of the Miller Construction Company and the Oman-Smith Company, which failure was in part responsible for the explosion and fire which occurred at Dawson Creek, British Columbia, on February 13, 1943.

b. Should you prefer to stand trial, under the provisions of the 104th Article of War rather than accept this reprimand, you will so indicate, by indorse-

ment hereon, within three (3) days following receipt hereof. Should you elect to accept this reprimand in lieu of trial, no action other than acknowledge receipt hereof need be taken by you.

2. Advise this officer of your action.

By command of Lieutenant General SOMERVELL:

/s/ Madison Pearson,

MADISON PEARSON,

Brigadier General, G. S. C.,

Deputy Chief of Administrative Services.

Col. Wyman testified that he had no relations with Rohl which tended to interfere with the proper discharge of his duties. (R., v. 29, p. 3383.) The falsity of this statement is apparent from what has previously been shown.

[71] Reference should also be made to the significant features of certain testimony of other witnesses before the Board. For example, the Chief of Engineers, Major General Eugene Reybold, testified that he conducted no investigation even after he received the derogatory reports concerning Rohl. (R. 576, v. 6, p. 9); that the system regarding the award of contracts and the investigation of contractors was admittedly loose; (R. v. 6, p. 581, 607) that he did not know whether Col. Wyman had taken any steps to expedite the work. (R. v. 6 p. 593.) The Chief of Engineers testified:

169. General FRANK. Did you ever receive notice or have knowledge of any reports concerning the activities of Colonel Wyman in Hawaii that were derogatory to Colonel Wyman?

General REYBOLD. No; I never had any such report.

170. General FRANK. Were you Chief of Engineers when he was relieved from Hawaii?

General REYBOLD. Yes. (R. v. 6 p. 608.)

General Hannum testified:

General FRANK. Did you state that you knew nothing about the association of Wyman and Rohl in Los Angeles?

General HANNUM. No; I did not know of any relationship between Wyman and Rohl. I knew that Rohl was a contractor, but I had no knowledge of any particular social relations or other relations, other than official, that Wyman may have had with Rohl.

[72] General FRANK. When Wyman had the supervision of this contract in which Rohl was involved, in Los Angeles, was he then under your jurisdiction?

General HANNUM. No, General Kingman was then Division Engineer, here. I relieved General Kingman, here, in January 1938, and that contract, as I recall, for the breakwater had been made the year or two before that.

General FRANK. The contract had been made, but Wyman was operating down there, in 1938 and 1939, while you were the division engineer here?

General HANNUM. Wyman went out there in 1935, I believe.

General FRANK. Out where?

General HANNUM. To Los Angeles. He was assigned as district engineer in 1935 or 1936, along about that time.

General FRANK. And when did he go to Honolulu?

General HANNUM. He went out there in 1939 or 1940, as I recall.

General FRANK. Therefore, he was in Los Angeles for over a year under your jurisdiction while you were division engineer here?

General HANNUM. Yes, yes; that is correct.

General FRANK. And you knew nothing of his associations?

General HANNUM. No, no. I don't know that he had any association with Rohl during the period that he was district engineer, after my arrival. It never came to my attention. We had no contracts with Rohl in the Los Angeles district, at that time.

General FRANK. When did they have the breakwater contract down there?

General HANNUM. That breakwater was finished, as I recall, in December 1938.

General FRANK. What kind of system or arrangement did you have as division engineer to check on your district engineers?

General HANNUM. Well, when the engineering papers came in, these plans and specifications were reviewed in the engineering division in my office, and comments submitted to me, and I passed on them, and the contracts at that time had to be approved in Washington. Copies of the contract, plans and specifications, and I went out and [73] inspected the work with the district engineer, to inspect the progress, and also see whether the work was being carried out, and discussed with him as to whether it was being carried out in accordance with the plans and specifications.

General FRANK. Did he know you were coming, generally?

General HANNUM. Generally speaking, I think he did; yes. I customarily let him know when I was coming, to make sure that they would be there when I arrived. (R., v. 18, p. 2070, 2071.)

Major CLAUSEN. Do you recall, when you testified before Colonel Hunt, with regard to Colonel Wyman, you said: "On one occasion, not necessarily in serious conversation, I know that he indicated that he could hold his liquor, indicating that he had a capacity to consume a considerable amount, without it very seriously affecting him."

General HANNUM. I recall it.

Major CLAUSEN. When did you have that discussion with Colonel Wyman?

General HANNUM. With Colonel Wyman? I don't recall the exact incident, whether it was on this side, or over in Honolulu. (R., v. 18, p. 2082.)

Major CLAUSEN. Sir, with respect to this portion of the letter where it says—

"There were many other items of work, on which, for some reason or other, there was a slowness in getting results."

—what did Colonel Lyman tell you about that?

General HANNUM. He didn't tell me anything about that, specifically. What he mentioned was that he said to me when I was over there that Wyman's administration had not been efficient or effective.

Major CLAUSEN. And this was May that you were there, or October, 1942, did you say?

General HANNUM. I know it was in May that I went over there. No, I guess it was probably in October. I was over there in October 1941; it may have been that Lyman mentioned something to me about that time. There were differences between Wyman and Lyman at that time when I was over there in October 1941.

[74] Major CLAUSEN. This trip that you made in October 1941 was a sort of inspection trip, was it not, sir?

General HANNUM. It was. I made one in May 1941—I think it was May 1941—and also in October 1941. (R., v. 18, p. 2041.)

Colonel Bernard L. Robinson, CE, gave this testimony on recall with respect to a statement he submitted in an attempt to justify the purchase of equipment from the Hawaiian Contracting Co.:

General FRANK. Haven't you already submitted this as sworn testimony?

Major CLAUSEN. Yes.

Colonel ROBINSON. Yes, sir.

Major CLAUSEN. And had we not had the privilege of cross-examining you, don't you know that this may have swayed the Board?

(There was no response.)

Major CLAUSEN. Who is this Mr. H. J. Roblee that you refer to in your statement?

Colonel ROBINSON. I will have to find out, sir.

Major CLAUSEN. You don't know?

Colonel ROBINSON. I don't know at this time, no, sir.

Major CLAUSEN. All right. Who else was in on this appraisal that you referred to here? Mr. Gentry and Mr. Roblee and who else?

Colonel ROBINSON. As far as I know, those were the only two appraisers, as given by this record right there.

Major CLAUSEN. Wasn't there a Mr. Ross?

Colonel ROBINSON. Not to my knowledge.

Major CLAUSEN. A Mr. Edward Ross, an employee of the Hawaiian Contracting Company? You don't know that either, sir?

Colonel ROBINSON. Well, we had the Hawaiian Contracting Company price here. I don't know who his represent—who brought up this price over here.

Major CLAUSEN. Well, do you know if a Mr. Edward [75] Ross, an employee of the Hawaiian Contracting Company, had anything to do with this appraisal?

Colonel ROBINSON. No, sir; I don't recall Mr. Ross.

Major CLAUSEN. Do you know whether this appraisal that you have offered to the Board here this morning is the amount, substantially, named in a letter addressed by Mr. Rohl to the District Engineer, dated 9 January 1942, that he wanted?

Colonel ROBINSON. That may be true. I don't know, sir.

Major CLAUSEN. Do you know that?

Colonel ROBINSON. No, sir, I don't.

Major CLAUSEN. You haven't found that in your search of the files?

Colonel ROBINSON. My search of the files simply asked for—calling for the documents on the appraisals.

Major CLAUSEN. No. Colonel, you say you have reviewed the files?

Colonel ROBINSON. Yes, sir.

Major CLAUSEN. Relative to that appraisal?

Colonel ROBINSON. I have reviewed these files.

Major CLAUSEN. Now, just refer back to the Rohl-Connolly equipment. That was finally at a price set by Mr. Rohl; isn't that correct? Some \$166,000?

Colonel ROBINSON. That was his asking price, yes, sir. I believe so, sir.

Major CLAUSEN. Yes. Now, I am asking you the question, with regard to this property purchased from the Hawaiian Contracting Company, whether the same thing wasn't true there, that Mr. Rohl suggested this price that was finally the appraisal of these three men, Gentry, Roblee, and Ross.

Colonel ROBINSON. It may have been. I do not know, sir.

Major CLAUSEN. Now let me ask you this: You said here in this statement this morning—

(There was colloquy off the record.)

Major CLAUSEN. You say now something about this equipment not being junk. You make the bald statement here:

[76] "It is to be noted that each and every item of equipment was appraised by competent appraisers at some substantial value and any statement therefore that this equipment or any item of it was 'valueless', 'worthless', or 'junk' is in error and any inference that the government did not get full value is incorrect."

Whose language is that sir?

Colonel ROBINSON. That is my language, sir.

Major CLAUSEN. And when did you dictate that?

Colonel ROBINSON. I did not dictate it, sir. I wrote it in longhand on the—Saturday, I believe it was.

Major CLAUSEN. Don't you know, sir, that some of that same equipment is, even today, or as recently as a few days ago, unused because it was just plain, clear junk?

Colonel ROBINSON. No, sir, I don't know that.

Major CLAUSEN. Have you looked to see?

Colonel ROBINSON. No, sir.

Major CLAUSEN. Have you inquired to find out?

Colonel ROBINSON. No, sir.

Major CLAUSEN. And yet you made that statement that it is not junk, and you haven't inquired to find out?

Colonel ROBINSON. I base that on this record right here.

Major CLAUSEN. You base it on the appraisal?

Colonel ROBINSON. Yes, sir.

Major CLAUSEN. But the appraisal was made before the price was paid, wasn't it?

Colonel ROBINSON. Yes, sir.

Major CLAUSEN. So you don't know whether the equipment was ever used or not, do you?

Colonel ROBINSON. No, sir, I don't.

Major CLAUSEN. All right; that is about all. (R., v. 32, p. 3817, 3818, 3819, 3820.)

[77] 3. Acknowledgments.

The Board desires to express its appreciation to the House Military Affairs Committee and its Chief Counsel, H. Ralph Burton, Esq., and to the California State Legislature's Joint Fact Finding Committee on Un-American Activities and its Chief Counsel, R. E. Combs, Esq., and to many witnesses who appeared and assisted in uncovering

facts and leads which have been the subject of this report. Through the courtesy of Mr. Burton and Mr. Combs the Board also received a great deal of reliable information from investigators for these legislative committees.

[78]

EXHIBIT "A"

WAR DEPARTMENT,
Washington, D. C., Jul 12 1944.

Memorandum for the Judge Advocate General.

Subject: Report of House Military Affairs Committee alleging neglect and misconduct of Colonel Theodore Wyman, Jr., and others, concerning Hawaiian and Canadian Defense Projects.

1. The recommendations contained in paragraph 5 of the memorandum dated July 10, 1944, of Major Henry C. Clausen, J. A. G. D., to Mr. Amberg, Special Assistant to the Secretary of War, on the above subject, are approved. Major Clausen is directed to continue his investigation of the above matter and to co-operate with the House Military Affairs Committee in its investigation of this matter in the way described in paragraph 5 of Major Clausen's memorandum.

2. Immediately upon the appointment of a board of officers pursuant to Public Law 339, 78th Congress, to investigate the facts surrounding the Pearl Harbor catastrophe, the phases of the present matter relating thereto will be referred to such board for investigation and such other action as may be proper under the directive appointing such board. As it is understood Major Clausen will be detailed as assistant recorder of this board, he will continue in that capacity to coordinate the activities referred to paragraph 1 hereof with the activities of the Pearl Harbor Board in the present case.

/s/ Robert P. Patterson,
ROBERT P. PATTERSON,
Acting Secretary of War.

[79]

EXHIBIT "B"

WCM mer 2401
Off Br-WCM-ph 78270

In reply

refer to: AGPO-A-A 210.311 (21 Jul 44).

WAR DEPARTMENT,
THE ADJUTANT GENERAL'S OFFICE,
Washington 25, D. C., 22 July 1944.

Subject: Supplemental Orders.

To: Each Officer Mentioned.

1. The Board appointed by letter orders, this office, AGPO-A-A 210.311 (24 Jun 44), 8 July 1944, subject: "Orders", as amended by letter orders, this office, AGPO-A-A 210.311 (10 Jul 44), 11 July 1944, subject: "Amendment of Orders", pertaining to each of the following-named officers will consider the phases which related to the Pearl Harbor Disaster of the report of the House Military Affairs Committee, as directed by the Acting Secretary of War in his memorandum for the Judge Advocate General, 12 July 1944:

Lt. Gen. George Grunert, O1584, USA,

Maj. Gen. Henry D. Russell, O212769, USA,

Maj. Gen. Walter H. Frank, O2871, USA, Col. Charles W. West, O12774, JAGD.

2. Major Henry C. Clausen, O907613, JAGD, is appointed as Assistant Recorder without vote on the above referred to Board.

By order of the Secretary of War:

/s/ W. C. McMillion,
Adjutant General.

1 Incl. Memo 12 July
The Adjutant General's Office
Official
War Department