

CONFIDENTIAL

File No. 44-O-855-F

Statement of Ryushin SHIBUYA (Continued)

Q. Was it inside the house that you had the talk with the major?  
A. No. It was outside some 20 or 30 meters from the major's house.

Q. Was the bill written in English?  
A. Yes.

Q. Did you ever see electric workers from R&U while you were engaging in the work at the major's house?  
A. About 4 July this year, a Nisei, named George, accompanied by Japanese, 3 in all, came there to inspect the wiring work done by us. I told them, "it's too early to examine as the work has not been completed yet. Besides, we haven't heard of it from anyone". They said that they came being asked by the major by telephone. They censured that our works were no good. Thereafter, the work seemed to be executed by R & U after we washed our hands from the work.

"I have had the foregoing statement, consisting of 2 pages read to me in Japanese and I fully understand the contents. I have signed or initialed each page and corrections thereon. This statement was made by me voluntarily, without promise of reward and without duress. This statement is true to the best of my knowledge."

/s/ Ryushin Shibuya

"I affirm (xxxx) that I acted as interpreter in securing the foregoing statement, that I read it back to \_\_\_\_\_ in Japanese, that he (xxx) understood said statement before signing it, and he (xxx) said it was true and correct."

Witnesses: /s/ Kuno Komiyama.

This is an exact and true translation of the statement made by Ryushin SHIBUYA on 29 November 1950.

Translator: (CID) /s/ N. Fujimura.

This statement has been taken at the direction of, in the presence of, and under the supervision of Agent \_\_\_\_\_ who had the provisions of Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, read to the stater.

C O P Y

EXHIBIT "P"

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CONFIDENTIAL



CONFIDENTIAL

FILE NO. 44-0-855-F

COPY

HEADQUARTERS  
44th Criminal Investigation Detachment  
APO 503

Statement Received From: Midori SUZUKI, age 29.

Address: No. 270, Ganyoji-cho, Minami-ku, Yokohama.

Taken At: The 44th CID Yokohama Taken By: Kunio Komiyama

Interpreter: \_\_\_\_\_ Time & Date: 29 November 1950.

Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949: "Self-incrimination prohibited. No witness before an occupation court; or before any person conducting an investigation in an occupation court proceedings or before any person taking a deposition to be read in evidence before an occupation court, shall be required to incriminate himself."

(Stater's Signature: Midori Suzuki )

I, \_\_\_\_\_ affirm (swear) to speak the truth conscientiously, concealing nothing, and adding nothing whatsoever. Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, has been read and explained to me by \_\_\_\_\_ and I understand I am not required to incriminate myself. The following statement is given by me voluntarily:

(Stater's Signature: Midori Suzuki )

Q. Are you a Christian?

A. No.

Q. Is there not any mistake in your name, age and address?

A. There is no mistake.

Q. What is your occupation?

A. I am an employee in Custody Section, Property Division, Yokohama Special Procurement Board.

Q. Tell me what you know about the articles stocked in the SPB warehouse that were used by Major Lepera.

A. About May or June, this year, Tadasuke Yamamoto, chief of Property Division, and Utagawa, a section chief, were requested by Major Lepera at Procurement Section to sell materials of SPB that were to be disposed of. Utagawa, chief of Supply Section, told me to issue from the warehouse materials necessary for the construction of house after consulting with men of Supply Section, since Major Lepera would build his house. Shortly afterwards, at the request

EXHIBIT "Q"

CONFIDENTIAL



of Major Lepera Sgt. Smitally(?), then a superintendent of Property Division, gave me a specification of part of necessary materials. After consultation with Supply Section, I issued the materials from the warehouse of Sanwa Transport Co. at Koyasu and three other warehouses. At that time a building contractor called Ueda for Major Lepera came in a truck of Seibu Transport Co., and the materials were delivered to him in my presence. Later, Ueda came to receive materials continually, so I issued articles from the warehouse for him. In the meantime Major Lepera was attached to SPB as a resident official, and asked me to transport goods on the part of SPB. Making use of a truck of SPB, I carried various items of materials to his house under construction about ten times. Besides me, Masami Tanie who has left Custody Section now, carried furniture to the Major's house.

- Q. What line of goods were they that were mostly carried?  
A. They were Building and electric materials, pipes and other articles.
- Q. What formalities are usually taken when SPB disposes of articles to Japanese?  
A. The disposition of surplus articles is taken charge of by Contract Section, and there are two methods of free arrangements and bidding. When sales contract is concluded the whole amount of money is paid to Accounting Section, the buyer submits the receipt of money to a man in charge at Supply Section, receives a delivery note and after arranging the date of delivery of articles, the buyer goes and receives goods from the warehouse.
- Q. What formalities were taken in the case of Major Lepera?  
A. Due formalities were not taken, but ex post facto formalities. There is no such formalities on the part of SPB as ex post facto formalities, but he is a resident official, so such formalities were taken for the sake of convenience, I think.

EXHIBIT "Q"

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# CONFIDENTIAL

File No. 44-O-855-F Statement of Midori SUZUKI (Continued)

- Q. What is the nature of articles that are called the articles for disposition?
- A. The articles are those originally procured by the Japanese Government to meet the demand of Occupation forces. Later the articles are released from the forces and sold by SPB to general Japanese.
- Q. Is there not any rule prescribing to sell the articles to those who are not Japanese?
- A. I don't know well.

"I have had the foregoing statement, consisting of \_\_\_\_\_ pages read to me in Japanese and I fully understand the contents. I have signed or initialed each page and corrections thereon. This statement was made by me voluntarily, without promise of reward and without duress. This statement is true to the best of my knowledge."

/s/ Midori Suzuki

"I affirm (swear) that I acted as interpreter in securing the foregoing statement, that I read it back to \_\_\_\_\_ in Japanese, that he (she) understood said statement before signing it, and he (she) said it was true and correct."

Witnesses:

/s/ Kunio Komiyama

This statement has been taken at the direction of, in the presence of, and under the supervision of Agent \_\_\_\_\_ who had the provisions of Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, read to the stater.

Translator (CID): /s/ S. Seki

EXHIBIT "Q"

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COPY

FILE NO. 44-O-855-F

HEADQUARTERS  
44th Criminal Investigation Detachment  
APO 503

Statement Received From: Masami TANIE, age 33

Address: \_\_\_\_\_

Taken at: The 44th CID Yokohama Taken by: Kunio Komiya

Interpreter: \_\_\_\_\_ Time & Date: 1300 hours, 30 November 1950

Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949: "Self-incrimination prohibited. No witness before an occupation court; or before any person conducting an investigation in an occupation court proceedings or before any person taking a deposition to be read in evidence before an occupation court, shall be required to incriminate himself."

(Stater's Signature: Masami Tanie)

I, Masami TANIE affirm (xxxxx) to speak the truth conscientiously, concealing nothing, and adding nothing whatsoever. Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, has been read and explained to me by Kunio KOMIYAMA and I understand I am not required to incriminate myself.  
The following statement is given by me voluntarily:

(Stater's Signature: Masami Tanie)

Q. Are you a Christian?  
A. No.

Q. Is there not any mistake in your name, age and address just mentioned?  
A. There is no mistake.

Q. Tell me about your having carried articles to the home of Major LaPera while you were working at SPB.

A. Until October 1950, I had been working as inspector at Custody Section, Property Division, Special Procurement Board. At present I am employed in Nihon Kogyojo doing piping trade at Yoshino-cho, Naka-ku, Yokohama. One day late in June 1950, Gyoji Yotsumoto, chief of Custody Section told me that Major LaPera was wanting furniture for his newly built house and asked me to lead the way to the SPB warehouse so that the major might make his preliminary inspection of what he wanted. In the evening of that day I went to Suehiro warehouse at Ono-cho, Tsurumi-ku, with the major in his automobile, and the major selected some furniture and small quantity of materials such as pipes or electric parts. Furthermore we went to the warehouse of Chugai Unyu Soko Kabushiki Kaisha (Chugai Transport Warehouse Co. Ltd.), Kyo-machi, Kawasaki City, and the major selected some of furniture that was stored in the warehouse. It was fixed that the major would send a truck to take delivery of the

EXHIBIT "R"  
CONFIDENTIAL



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File No. 44-O-855-F Statement of Masami TANIE (Continued)

selected goods on a later date, and we got back that day. In two or three days I was asked by the major to transport his selected goods since a truck was ready. I rode in a truck at the SPB garage, and driver Sugita and I carried the articles from the said warehouses to the major's home in about three times on that day. Afterwards, furniture was carried from the SPB warehouse to the major's house in several times. Among the goods transported were those that were returned to the warehouse as they were found defective. In that case other goods were sent instead. About the end of July I was taken by Major LePera to Yokohama Command Army Housing Warehouse, Nakanegishi, Isogo-ku, when he told me not to open my mouth at the warehouse, since he would negotiate himself. While the major was negotiating about the exchange of furniture, a SPB truck loaded with furniture arrived and the furniture was exchanged for that which was stored in the army warehouse and the truck left there. When the major and I had left the SPB for the army-warehouse, the major had got the defective furniture loaded in the truck at his home. Later the driver and I went to the army warehouse in a SPB truck for exchanging furniture for the major two times. All those defective furniture had been left in the army warehouse. The major's house to which we transported goods is located at No.119, Yamate-cho, Naka-ku, Yokohama.

"I have had the foregoing statement, consisting of \_\_\_\_\_ pages read to me in Japanese and I fully understand the contents. I have signed or initialed each page and corrections thereon. This statement was made by me voluntarily, without promise of reward and without duress. This statement is true to the best of my knowledge."

/s/ Masami Tanie

"I affirm (xxxxx) that I acted as interpreter in securing the foregoing statement, that I read it back to \_\_\_\_\_ in Japanese, that he (she) understood said statement before signing it, and he (she) said it was true and correct."

Witnesses: /s/ Kunio Komiyama

This statement has been taken at the direction of, in the presence of, and under the supervision of Agent \_\_\_\_\_ who had the provisions of Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, read to the stater.

Translator (CID): /s/ S. Seki

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EXHIBIT "R"



# CONFIDENTIAL

FILE NO. 44-0-855-F

HEADQUARTERS  
44th Criminal Investigation Detachment  
APO 503

Statement Received From: Shigeru SATOMI, 41 years

Address: No. 804, Irimachi, Fujisawa City, Kanagawa Prefecture

Taken At: Yokohama 44th CID Taken By: Kunio KOMIYAMA

Interpreter: \_\_\_\_\_ Time & Date: 30th November 1950

Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949: "Self-incrimination prohibited. No witness before an occupation court; or before any person conducting an investigation in an occupation court proceedings or before any person taking a deposition to be read in evidence before an occupation court, shall be required to incriminate himself."

(Stater's Signature: Shigeru SATOMI)

I, Shigeru SATOMI affirm (~~swear~~) to speak the truth conscientiously, concealing nothing, and adding nothing whatsoever. Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, has been read and explained to me by Kunio KOMIYAMA and I understand I am not required to incriminate myself. The following statement is given by me voluntarily.

(Stater's Signature: Shigeru SATOMI)

Q. Are you a Christian?

A. No.

Q. Is it rightly shown in the above about your address, name and age?

A. Yes.

Q. What is your occupation?

A. Since 8th March, 1950, I have been Chief of 3rd Part of Purchasing Section, Contracting Division, Y.S.P.B.

Q. State fully what you know about Maj. LePera's purchase list, transferred from Technical Division.

A. It was in July, 1950, (I have no correct memory of the date) that a Disposal Request paper of materials came to me from Supervising Division with oral notification to make final report in connection with materials listed therein, which had already been handed to Maj. LePera, so I could understand that the materials would not be transacted normally, but they had been delivered already.

To sell materials to ordinary Japanese buyers, the following process must be taken, i.e., Supervising Division sends out Disposal Request note to Contracting Division and Technical Division separately, and I notify publicly date of auction, while Technical Division evaluates prices. After the auction



CONFIDENTIAL

File No. 44-0-855-F

Statement of Shigeru SATOMI (Continued)

money being paid into Accounting Division, the materials will be delivered to the buyers actually. As Maj. LePera could not pay more than ¥100,000 irrespective of ¥280,000, original price evaluated by Technical Division, I could not make any paper properly and after consulting with Section and Division Chiefs the original price was cut down to ¥76,000 to cover warehouse charges (¥14,000) and compensation to other Japanese (¥9,500) to whom LePera had sold some part of the goods. Due to request of Board Chief, I went to Iichi KISHI, (lawyer of Procurement Section) to prepare necessary paper in his name, so as to meet regulations prohibiting any disposal to foreigner (soldier).

In late-September, 1950, the above paper was prepared properly by Iichi KISHI, so Board Chief gave ¥99,900, received from KISHI, to Chief of Contracting Division, who gave it to me. I paid it into Accounting Division.

As you will see from the above, though evaluation amounted to ¥280,000, S.P.B. received only ¥76,000 and everything had been settled once. Warehouse charges of ¥14,400 and compensation amounting to ¥9,500, above referred to, were paid back respectively from warehouse-man and the Japanese to whom the compensation had been made, consequently total figure paid in S.P.B. by LePera for goods retained in his home became ¥99,900.

- Q. Did you come to notice the above fact after receiving Disposal Request from Supervising Division?
- A. Yes.
- Q. Did you not hear from Chief of Contracting Division anything before actual delivery of the materials?
- A. Neither Contracting Division nor Technical Division was not informed of the fact, but Supervising Division was in a position to be aware of it.
- Q. Is it possible to take out any material from the warehouse under knowledge of Supervising Division exclusively?
- A. In usual case it is impossible, but they did it in the instance of Maj. LePera.
- Q. Why?
- A. Because Supervising Division takes charge of the warehouse.
- Q. From whom did you hear that Major could not pay more than ¥100,000?
- A. I have forgot.
- Q. Was Board Chief aware of taking out the materials from the warehouse?
- A. I think he was not.

"I have had the foregoing statement, consisting of 4 pages read to me in Japanese and I fully understand the contents. I have signed or initialed each page and corrections thereon. This statement was made by me voluntarily, without promise of reward and without duress. This statement is true to the best of my knowledge."

CONFIDENTIAL  
/s/ Shigeru SATOMI



**CONFIDENTIAL**

File No. 44-0-855-F

Statement of Shigeru SATOMI (Continued)

"I affirm (~~swear~~) that I acted as interpreter in securing the foregoing statement, that I read it back to Shigeru SATOMI in Japanese, that he (~~she~~) understood said statement before signing it, and he (~~she~~) said it was true and correct."

---

Witnesses: Kunio KOMIYAMA

This is an exact and true translation of the statement made by Shigeru SATOMI on 30th November, 1950.

Translator (CID): /s/ M. Fujii

This statement has been taken at the direction of, in the presence of, and under the supervision of Agent SCOTT who had the provisions of Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, read to the stater.

COPY

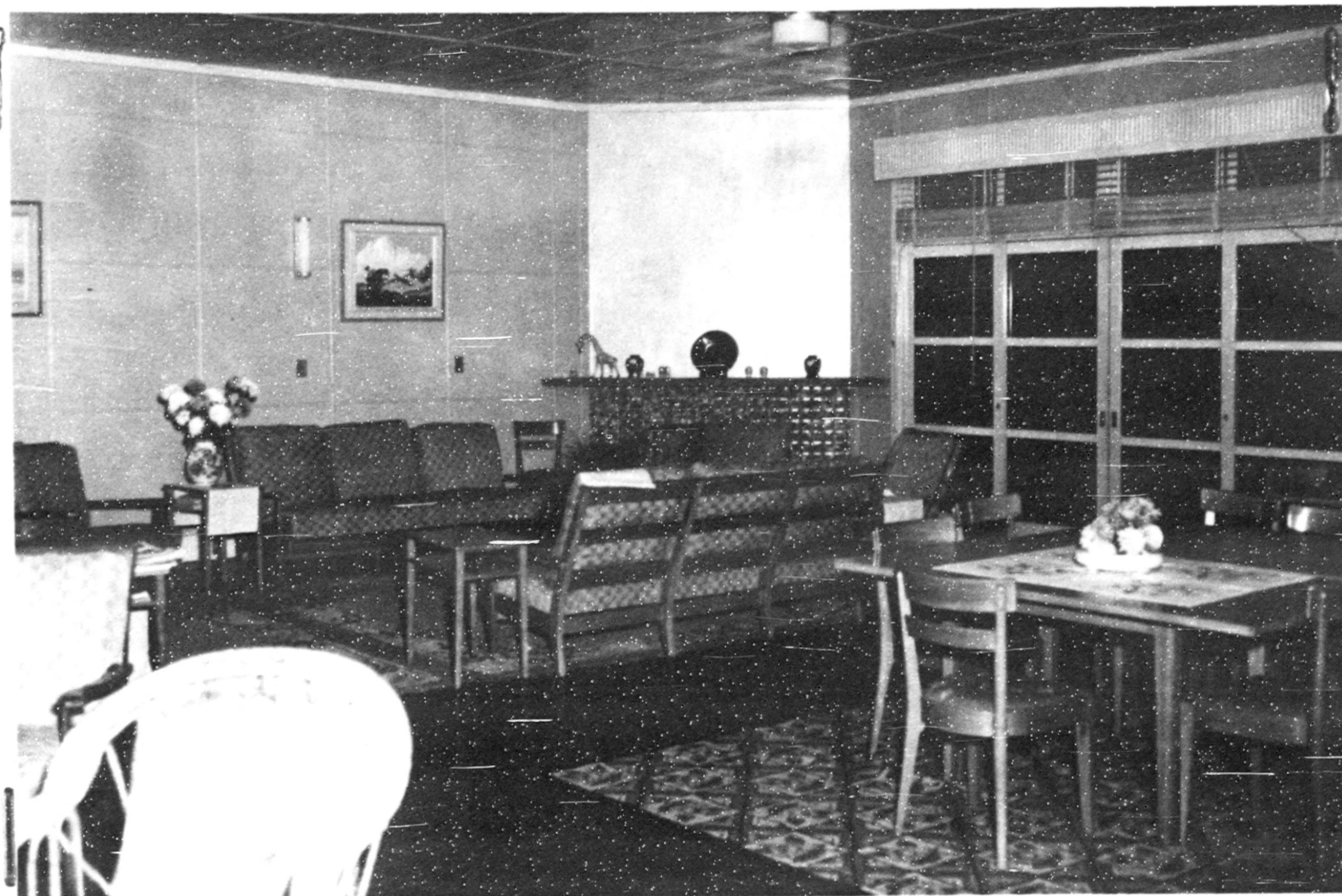
EXHIBIT "5"

- 3 -  
**CONFIDENTIAL**



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File No. 44-0-855-F



View of Living-Dinning Room of House Occupied by LEPTA

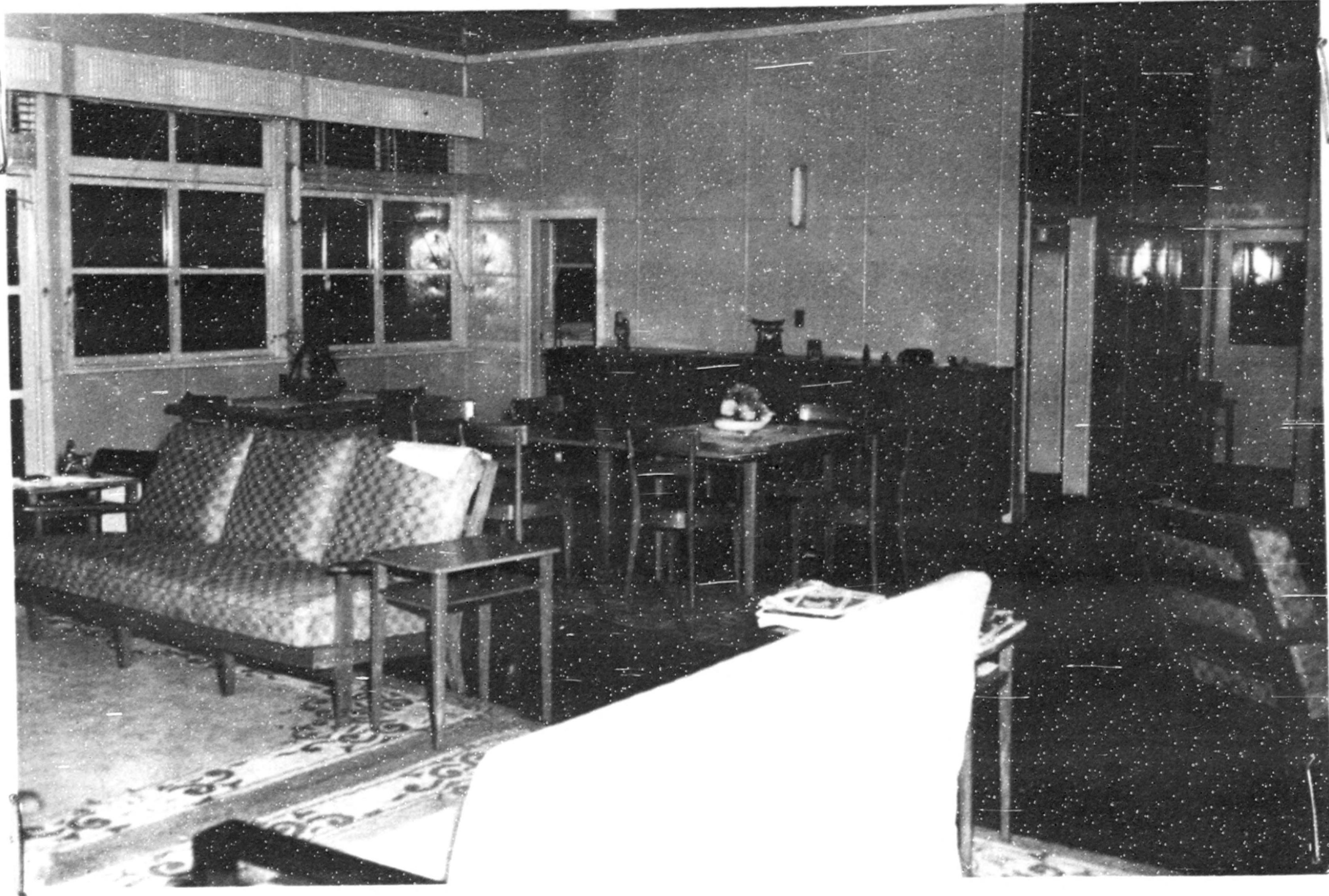
EXHIBIT "T-1"

CONFIDENTIAL



**CONFIDENTIAL**

File No. 44-0-855-F



View of Living-Dining Room of House Occupied by LEFRA

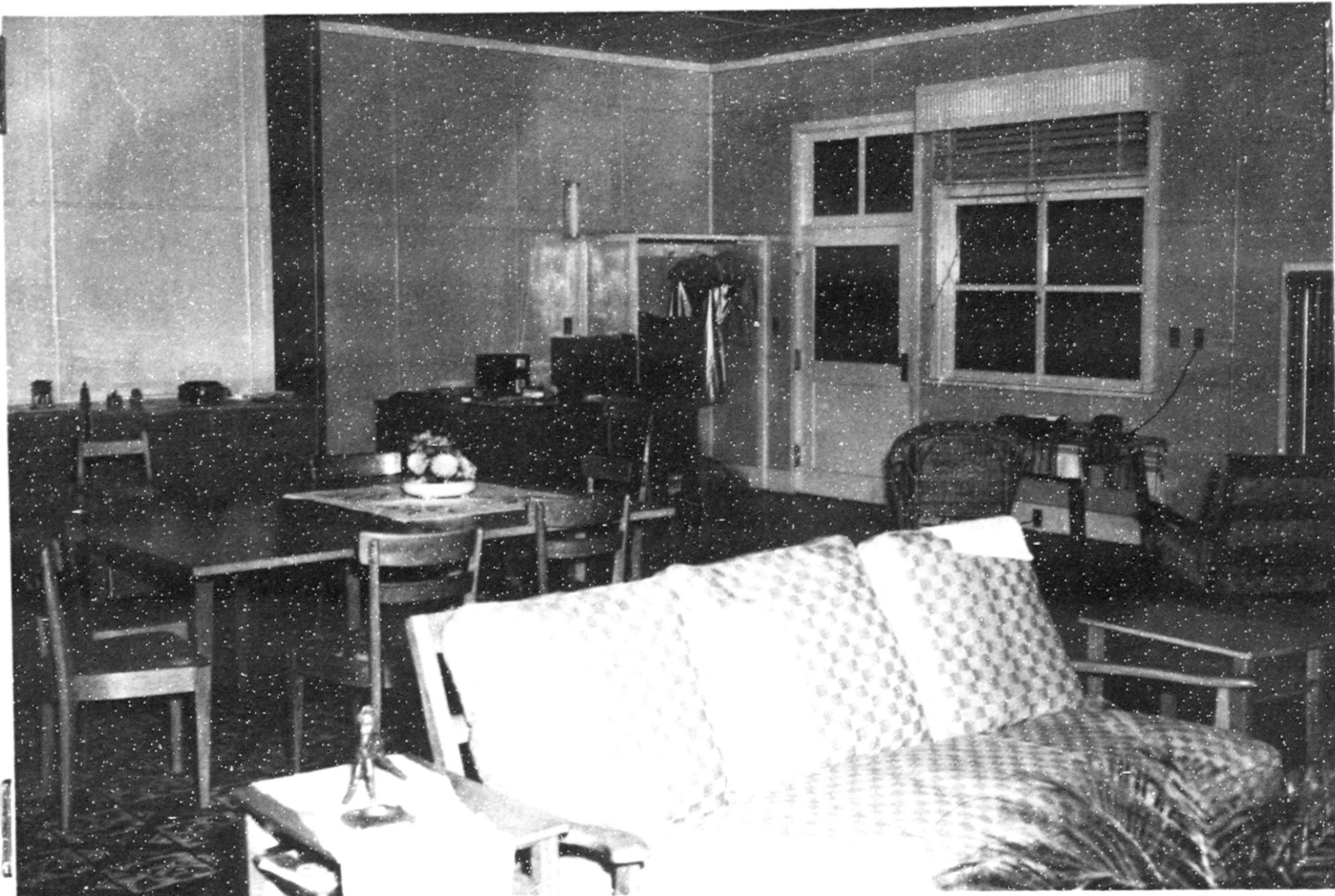
EXHIBIT "T-2"

**CONFIDENTIAL**



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File No. 44-0-855-F



View of Living-Dining Room of House Occupied by LEFRA

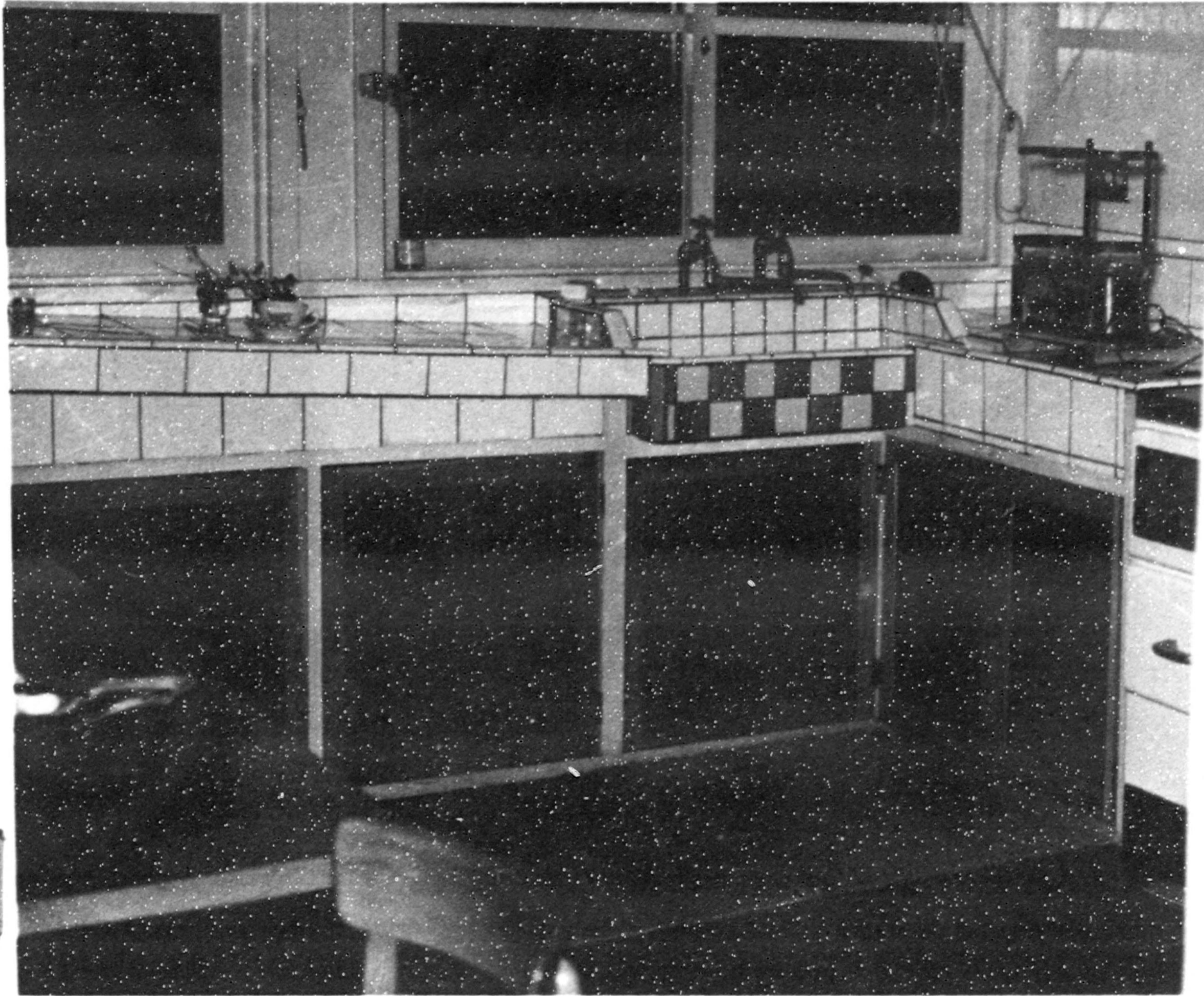
EXHIBIT "T-3"

**CONFIDENTIAL**



**CONFIDENTIAL**

File No. 44-0-855-F



View of Kitchen of House Occupied by LePERA

EXHIBIT "T-4"

**CONFIDENTIAL**



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File No. 44-0-855-F



View of Kitchen of House Occupied by LOPRA

EXHIBIT "T-5"

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File No. 44-0-855-7



Children's Bed Room of House Occupied by LEPTA

EXHIBIT "T-6"

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**CONFIDENTIAL**

File No. 44-0-855-F



View of Children's Bed Room of House Occupied by LEFTRA

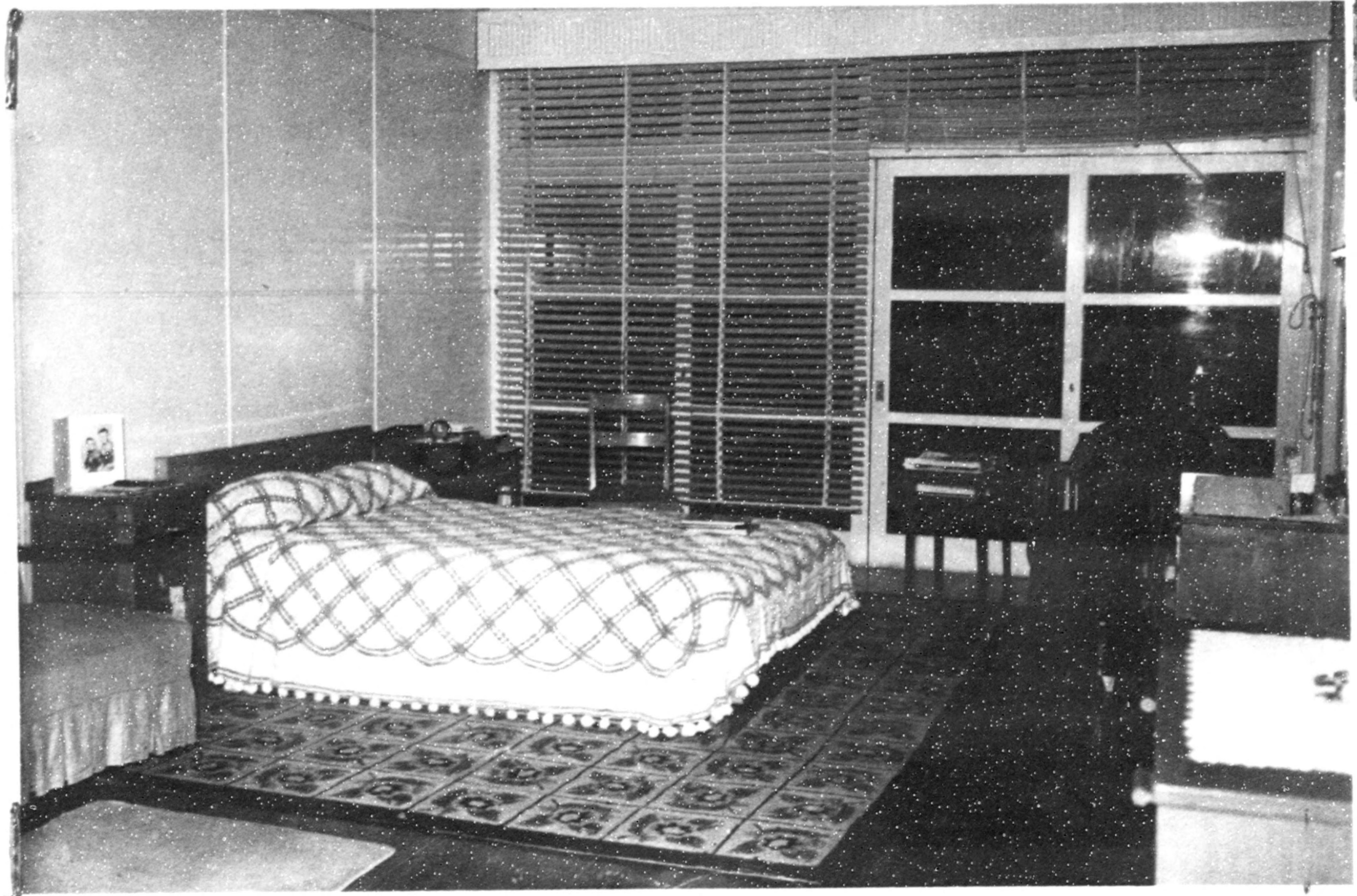
EXHIBIT "T-7"

**CONFIDENTIAL**



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File No. 44-C-855-7



View of Master Bed Room of House Occupied by LOPEBA

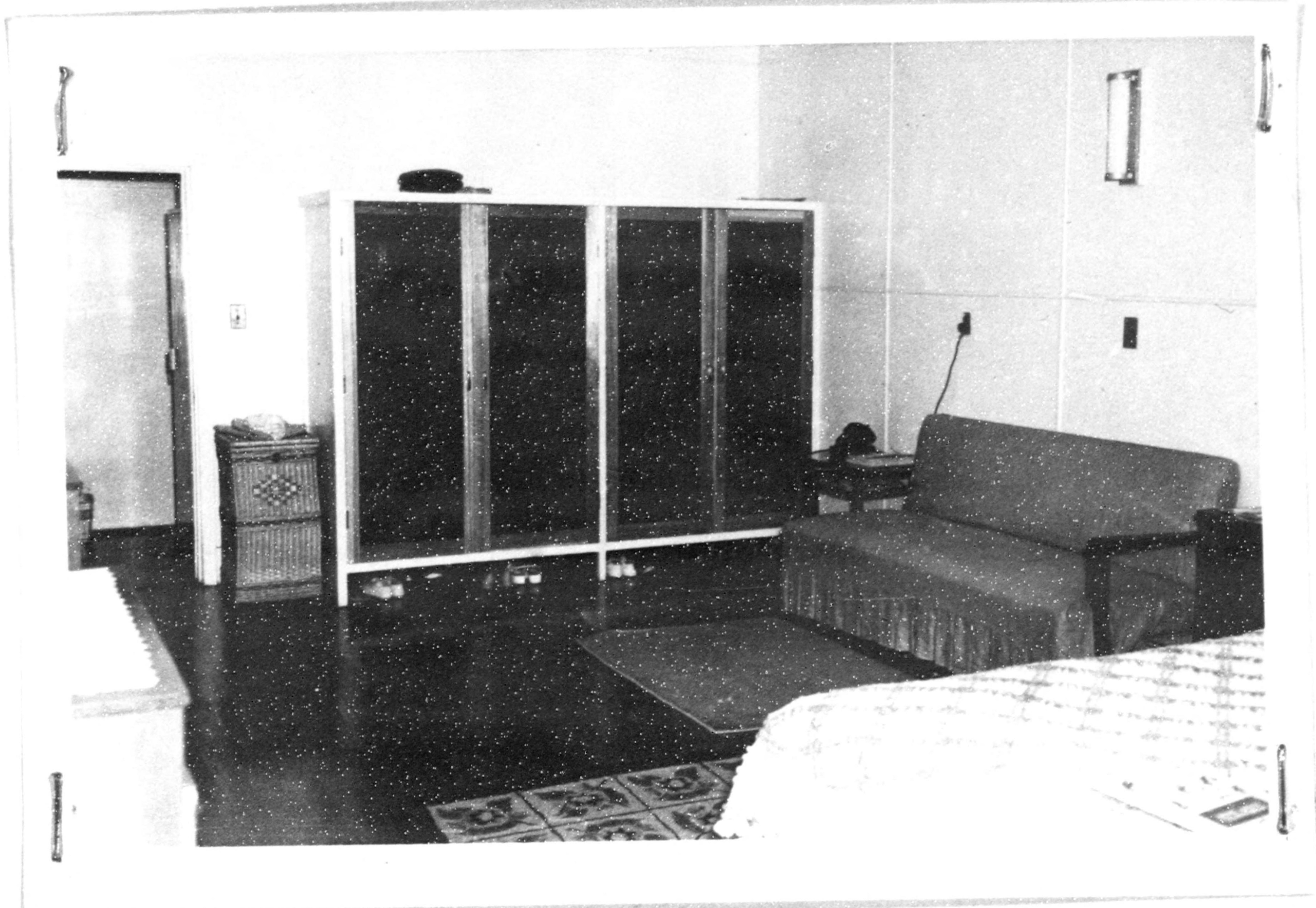
EXHIBIT "T-8"

CONFIDENTIAL



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File No. 44-0-855-7



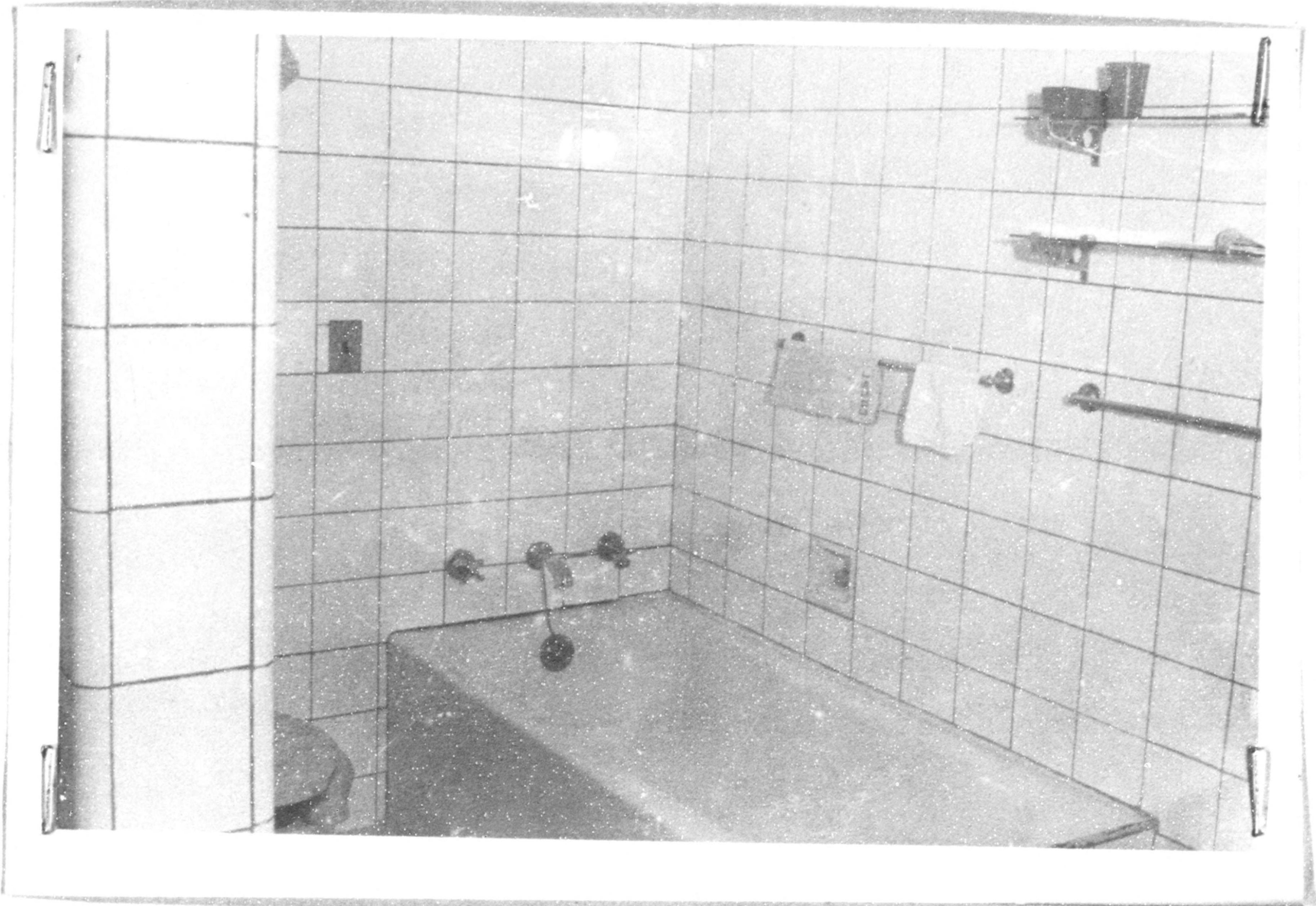
View of Master Bed Room of House Occupied by LEPIRA

EXHIBIT "T-9"  
**CONFIDENTIAL**



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File No. 44-0-855-F



View of Large Bath Room of House Occupied by LEYRA

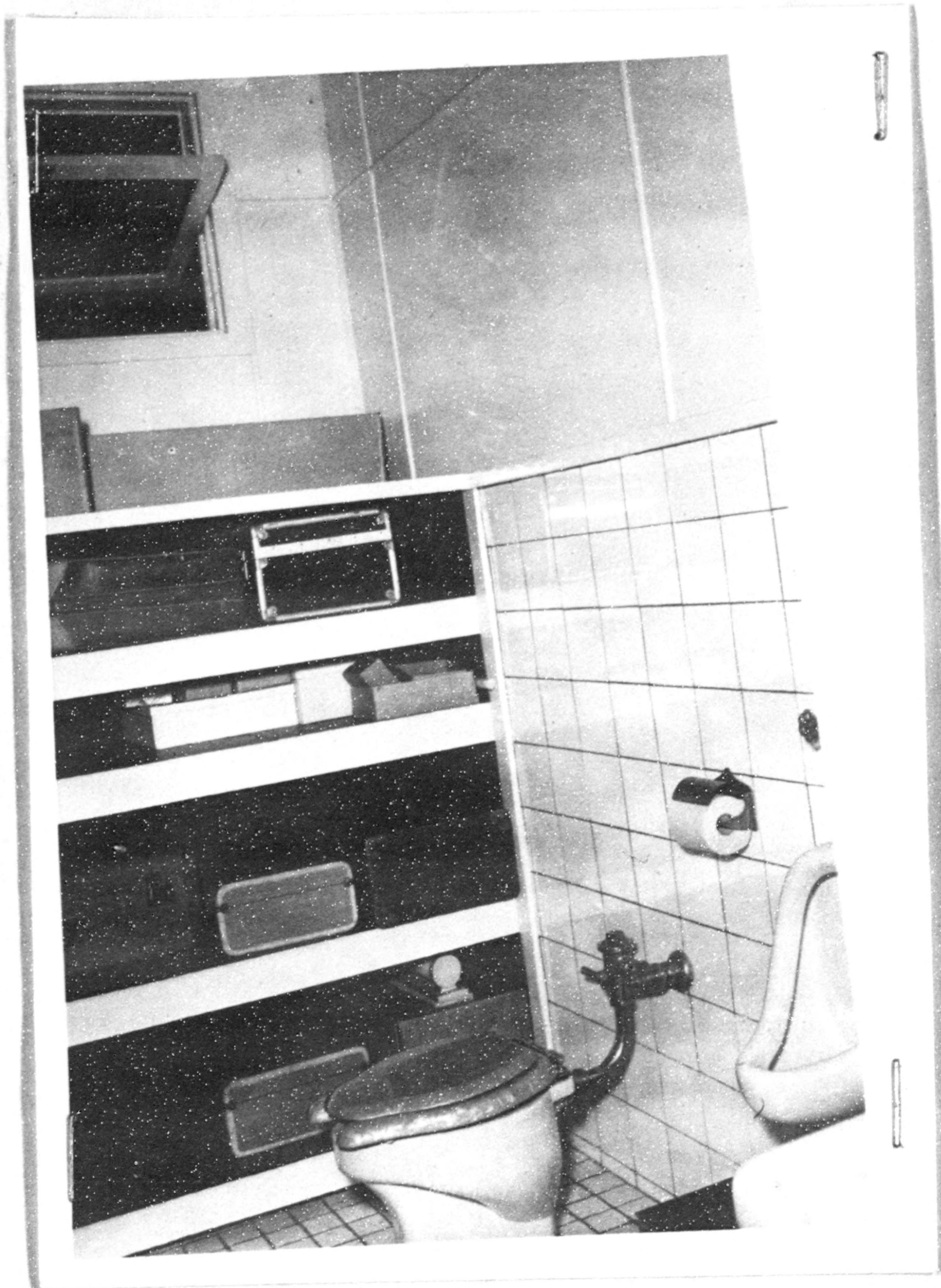
EXHIBIT "2-10"

**CONFIDENTIAL**



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File No. 44-0-855-7



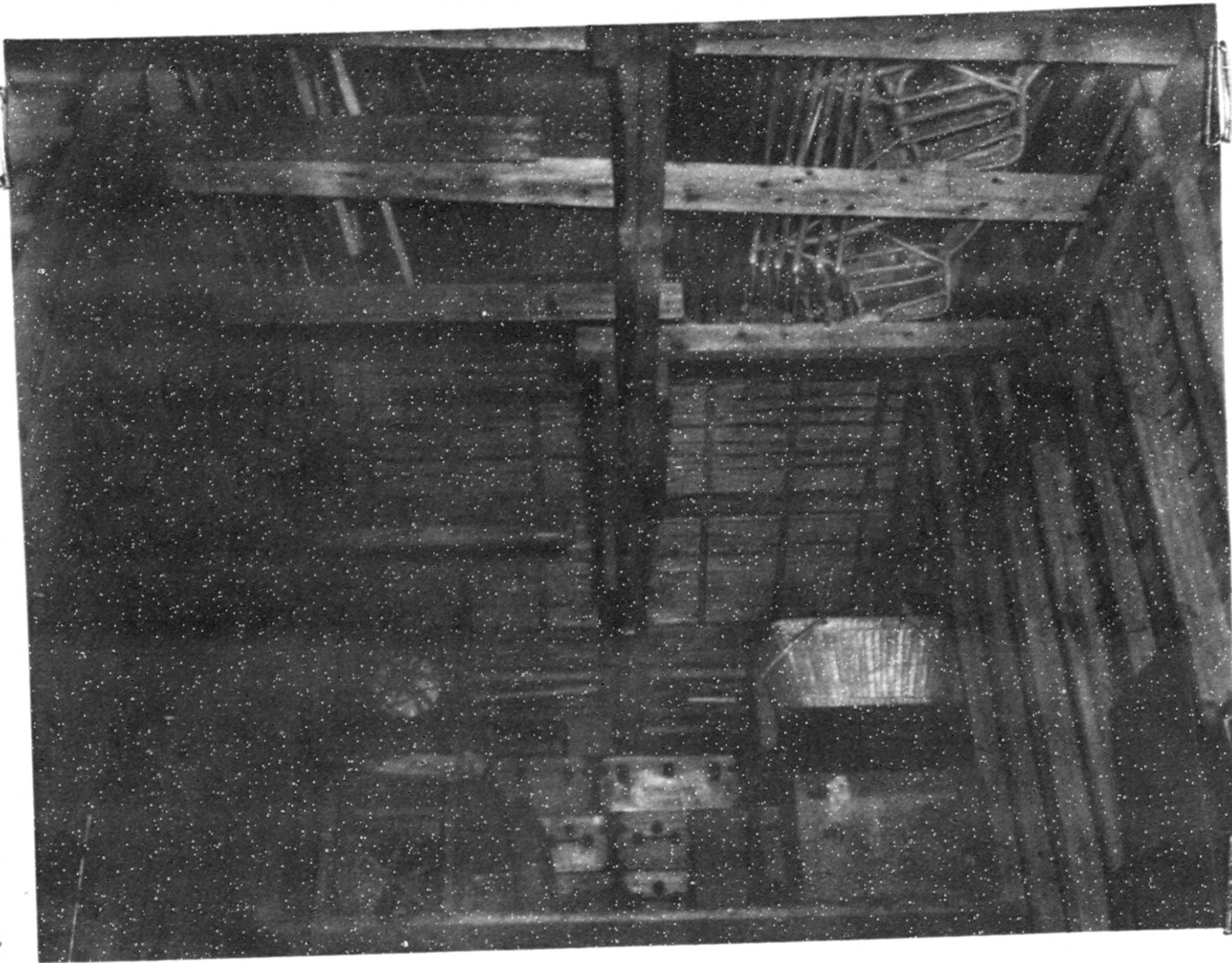
View of Small Lavatory of House Occupied by LEFRA

EXHIBIT "7-11"  
**CONFIDENTIAL**



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File No. 44-0-855-F



View of Interior of Garage showing Extra SPB  
Materials at House Occupied by LOITRA

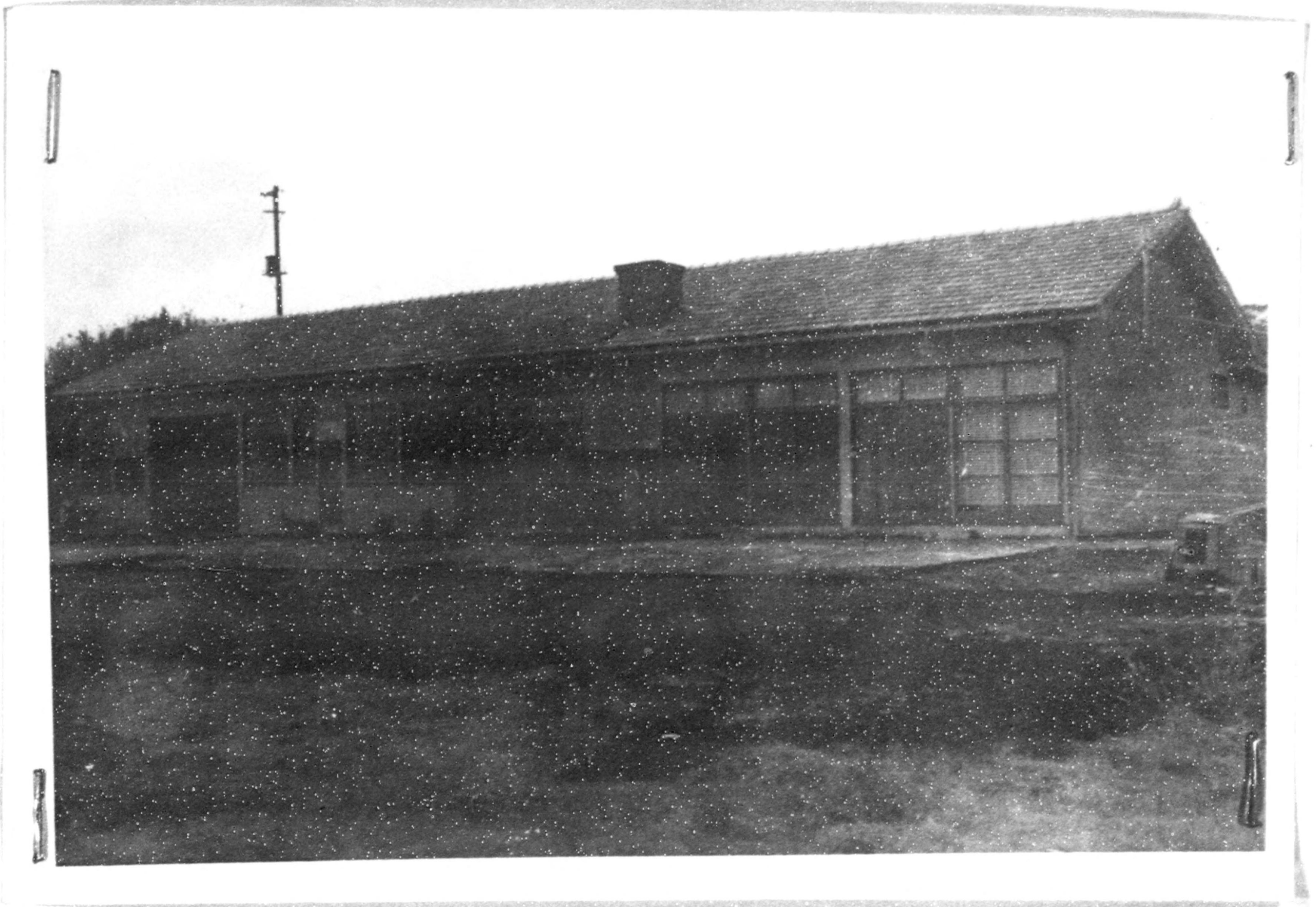
EXHIBIT "7-12"

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**CONFIDENTIAL**

File No. 44-0-855-7



View of Back Side of House Facing Bay of House Occupied by LEPRA

EXHIBIT "T-13"

**CONFIDENTIAL**



**CONFIDENTIAL**

File No. 44-0-855-P



Close-up View of Front of House Occupied by LOPERA

EXHIBIT "B-14"

**CONFIDENTIAL**



**CONFIDENTIAL**

File No. 44-0-855-F



View showing Size of Lot and House Occupied by LEFRA

EXHIBIT "T-15"

**CONFIDENTIAL**



FILE NO. 44-C-855-F

**CONFIDENTIAL**

HEADQUARTERS

44th Criminal Investigation Detachment  
APO 503

Statement Received From: Kunikichi FURUSAWA, 60

Address: 2-336, Hoshikawa-cho, Hodogaya-ku, Yokohama

Taken At: 44th CID, Yokohama Taken By: Kunio KOMIYAMA

Interpreter: \_\_\_\_\_ Time & Date: 1200 hours, Dec. 1, 1950

Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949: "Self-incrimination prohibited. No witness before an occupation court; or before any person conducting an investigation in an occupation court proceedings or before any person taking a deposition to be read in evidence before an occupation court, shall be required to incriminate himself."

(Stater's Signature: /s/ Kunikichi FURUSAWA)

I, Kunikichi FURUSAWA affirm ~~xxxxxx~~ to speak the truth conscientiously, concealing nothing, and adding nothing whatsoever. Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, has been read and explained to me by Kunio KOMIYAMA and I understand I am not required to incriminate myself. The following statement is given by me voluntarily:

(Stater's Signature: /s/ Kunikichi FURUSAWA)

Q. Are you a Christian?

A. No.

Q. Are your address, name and age the same as above?

A. Yes.

Q. What are you?

A. I am an attorney for building and a surveyor.

Q. Were you asked anything by UEDA in connection with the newly-built house of Senzo HACHIUMA?

A. About May 20, 1950, UEDA, one of my acquaintances, took the plan of foreign national's house to be newly built for his family and asked me to go through due formalities for the building as soon as possible. I looked at the plan handed over to me by UEDA, went to the location for building at 119, Yamate-cho, Yokohama and went through various formalities.

Q. About when did you survey the location?

A. It was about May 29, 1950.

EXHIBIT "U"  
**CONFIDENTIAL**



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FILE NO. 44-Q-855-F Statement of Kunikichi FURUSAWA (Continued)

- Q. How about the location?  
A. The foundation work for the house was completed.
- Q. Do you know the name of the applicant for the building?  
A. He is Senzo HACHIUMA.
- Q. By whom were you told it?  
A. UEDA presented to me the documents which carried the name of Senzo HACHIUMA.
- Q. What kind of written applications were the ones you handled?  
A. They were an application for license of building at the scenic zone and an application fixed by the Temporary Building Restriction Regulations. The former is presented to the City Planning Division, Kanagawa Government, while the latter the Building Division, Kanagawa Government through Naka Ward Office.
- Q. Have you got a permit through these documents?  
A. In ordinary cases the application fixed by the Temporary Building Restriction Regulations is okayed by the Prefectural Government and then it is forwarded to the Ward Office. Afterwards the permit for building is notified to me, a proxy for the applicant. The above permit has not yet been notified to me for Senzo HACHIUMA's applications. About the first decade of June, 1950, when his first applications for building were presented to Kanagawa Government by me, they were rejected by it, because it was not been made clear by whom the land was owned on which the house would be built. For this reason, I told UEDA to take a certificate for the ownership of the land with him, but he did not present it to me. I could not help letting the above applications for building alone. About Sept. 28, 1950, Senzo HACHIUMA was complained by Kanagawa Government he had his house built without having filed his applications for its building. As Masafusa TAGUCHI, an attorney for Senzo HACHIUMA, presented a document for the ownership of the land (the landowner: Senzo HACHIUMA), I filed the building applications with the Ward Office on Oct. 2, 1950. However, the house had completely been built already at that time. I'll present copies of the above applications to your organization, which will tell you the details of the construction concerned.
- Q. Were you allotted the building materials by Kanagawa Government when you built the house?  
A. I did not go through procedure for the allotment of these materials.

"I have had the foregoing statement, consisting of 3 pages read to me in Japanese and I fully understand the contents. I have signed or initialed each page and corrections thereon. This statement was made by me voluntarily, without promise of reward and without duress. This statement is true to the best of my knowledge."

/s/ Kunikichi FURUSAWA

EXHIBIT "U"

CONFIDENTIAL



CONFIDENTIAL

FILE NO. 44-0-855-F Statement of Kunikichi FURUSAWA (Continued)

"I affirm ~~(xxxxx)~~ that I acted as interpreter in securing the foregoing statement, that I read it back to Kunikichi FURUSAWA in Japanese, that he ~~(xxxx)~~ understood said statement before signing it, and he ~~(xxxx)~~ said it was true and correct."

/s/ Kunio KOMIYAMA

Witnesses: /s/ Kunio KOMIYAMA

This is an exact and true translation of the statement made by Kunikichi FURUSAWA on Dec. 1, 1950.

Translator (CID): /s/ R. Yasuoka

COPY

EXHIBIT "U"

- 3 -

CONFIDENTIAL



CONFIDENTIAL

COPY

FILE NO. 44-0-855-F

HEADQUARTERS  
44th Criminal Investigation Detachment  
APO 503

Statement Received From: Herman V. SMITLEY RA13010654 SFC  
(Serial No.) (Grade)

Organization: Procurement Section, JIC, APO 343

H. Kunimura 1230 hrs  
Taken at: 44th CID Taken by: S. J. Scott Time & Date: 1 Dec 1950

After having the 24th Article of War read and explained to me, and after being told that it is not necessary for me to answer any questions that might tend to incriminate me, and that any statement made by me may be used against me, make the following statement:

Q. How long have you known Maj. LePera?

A. About the 21st of May 1950. He approached me and asked me if there was anything in the SPB Warehouse which he could buy and I stated that I felt there was some. However I would have to check with the officer in charge to determine if it was possible. I believe it was the next day that the Maj approached me in the office and stated he wanted to see what was in the warehouse. I sent one of the SPB man with Maj LePera to the warehouse in Honmoku. Shortley later he became Branch Chief of the Yokohama Branch SPB. From that time until the Maj left his position he constantly asked me if there was certain materials in the warehouses and wanted those materials delivered to his house on the Bluff. I complied to his request. There was houseing materials, building materials and furnitures which trucked to his house. These materials were such as lumber, tiles, nails, fiber boards, glass, flooring, bathtubs, wash basins, shower heads, refrigerator, stove, rugs, chairs, beds, dressers, dressing tables and anything else such as sheets, blankets. It was all materials which goes into the construction and the furnishing of a home. During his stay as Branch Chief Maj LePera was reminded by me that certain materials could not be bought by his representative. Maj LePera would always answer that the SPB were not endeavoring to sell all their materials by the 31st of July 1950 at which date the materials were supposed to have been sold from the warehouse through auction. On the 21st of June 1950 I directed SPB Warehouseing Personnel Chiefs that they would follow Maj LePeras instruction completley due to the fact I did not want to have the Maj on my back. That if the Maj wanted all the warehouses moved into his back yard that they would do so. Sometime during the month of August 1950 an invoice was handed to me, also a note, for Maj LePera. The SPB requested payment in the amount of approximately three hundred fifty thousand (350,000) yen or more for the materials which he had recived from their warehouse also that he name his Japanese representative so that they could prepare the contract. I hand carried this to the Maj and laid it on his desk. I received a phone call from Maj LePera

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File No. 44-0-855-F

Statement of Herman V. SMITLEY (Continued)

the next day in which he stated that the invoice was too much due to the fact that the SPB classification of materials were wrong. He asked that I pick up the invoice and have SPB decrease the amount to one hundred thousand (100,000) yen which he felt was a right price. I hand carried the bill over to Capt Rabb who was the branch chief and asked him what I should do. Capt Rabb stated to send it back to Maj LePera and keep my hands off of it for it may be a illegal deal. I laid the not on Maj LePera's desk and with a note by me stating that I was sorry but the SPB could not change the price.

- Q. Do you know through whom the Maj bought the materials or part of the materials?  
A. I do not know who it was but I have heard however that it was the lawyer up at Procurement.
- Q. Who directed the removal of the materials from the warehouse to the Maj's house on the Bluff?  
A. The direction originated from Maj LePera on all occasions.
- Q. Is there anything further you would like to add to this statement?  
A. No.

/s/ Herman V. Smitley

/s/ Herman V. Smitley

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

Sworn to and subscribed before me this 1st day of Dec 1950.

/s/ Mario R. Fernandez  
1st Lt. MPC  
(Summary Court)

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COPY

FILE NO. 44-C-855-F

HEADQUARTERS  
44th Criminal Investigation Detachment  
APO 503

Statement Received From: Yoshiaki YAGUCHI, age 30

Address: No. 23, 2-chome, Urafune-cho, Minami-ku, Yokohama

Taken At: The 44th CID Yokohama Taken By: Kunio Komiyama

Interpreter: \_\_\_\_\_ Time & Date: 1300 hours, 1 December 1950.

Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949: "Self-incrimination prohibited. No witness before an occupation court; or before any person conducting an investigation in an occupation court proceedings or before any person taking a deposition to be read in evidence before an occupation court, shall be required to incriminate himself."

(Stater's Signature: /s/ Yoshiaki Yaguchi)

I, Yoshiaki Yaguchi affirm ~~(xxxxxx)~~ to speak the truth conscientiously, concealing nothing, and adding nothing whatsoever. Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, has been read and explained to me by Kunio Komiyama and I understand I am not required to incriminate myself. The following statement is given by me voluntarily:

(Stater's Signature: /s/ Yoshiaki Yaguchi)

Q. Are you a Christian?

A. No.

Q. Do you know a person called Shojiro Ueta?

A. Yes, I know him.

Q. What relation have you with him?

A. He is acquaintance of my father, so I got to know him.

Q. Have you been asked by Ueta to forward something by truck?

A. Around June or July, 1950, when Ueta was building a house for a foreigner of Yamate who is connected with SPB, he requested me to hire a truck for forwarding some building materials, so I negotiated with the business office of Seibu Transport Co. next door. At that time the company would not agree to operating its truck for a stranger's temporary business, but it accepted transporting goods in my own name instead of Ueta.

Q. Do you know what articles and from where the truck did carry?

A. I don't know anything about it.

Q. Did you carry something yourself to the house of Yamate-cho at the request of Ueta?

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EXHIBIT "A"



File No. 44-0-855-1

**CONFIDENTIAL**

Statement of Yoshiaki YAGUCHI (Continued)

A. I did carry lumber in my rear car from a lumber shop.

Q. Did you carry something from some warehouse?

A. No, I did not.

"I have had the foregoing statement, consisting of 3 pages read to me in Japanese and I fully understand the contents. I have signed or initialed each page and corrections thereon. This statement was made by me voluntarily, without promise of reward and without duress. This statement is true to the best of my knowledge."

/s/ Yoshiaki Yaguchi

"I affirm ~~(xxxxx)~~ that I acted as interpreter in securing the foregoing statement, that I read it back to Yoshiaki Yaguchi in Japanese, that he ~~(xxxxx)~~ understood said statement before signing it, and he ~~(xxxxx)~~ said it was true and correct."

/s/ Kunio Komiyama

Witnesses: /s/ Kunio Komiyama

This statement has been taken at the direction of, in the presence of, and under the supervision of Agent Scott who had the provisions of Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, read to the stater.

Translator (CID): /s/ S. Seki.

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EXHIBIT "W"

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FILE NO. 44-0-855-F

HEADQUARTERS  
44th Criminal Investigation Detachment  
APO 503

Statement Received From: Iichi KISHI, Age 51

Address: No. 20, 4-chome, Minami-cho, Aoyama, Minato-ku, Tokyo-to.

Taken At: Yokohama 44th CID Taken By: Kunio Komiyama.

Interpreter: \_\_\_\_\_ Time & Date: 1410 hours December 1950.

Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949: "Self-incrimination prohibited. No witness before an occupation court; or before any person conducting an investigation in an occupation court proceedings or before any person taking a deposition to be read in evidence before an occupation court, shall be required to incriminate himself."

(Stater's Signature: /s/ Ichi Kishi)

I, Iichi Kishi affirm (XXXXX) to speak the truth conscientiously, concealing nothing, and adding nothing whatsoever. Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, has been read and explained to me by Kunio Komiyama and I understand I am not required to incriminate myself. The following statement is given by me voluntarily:

(Stater's Signature: /s/ Iichi Kishi)

Q. Are you a Christian?

A. No.

Q. Did you ever pay any cash to any of the chief of SPB being requested by Major LaPera?

A. Yes, I did.

Q. For what reason did you do it?

A. About the beginning of Sept. 1950, I was entrusted by the major with the money, \$100,000 as the payment for materials bought from SPB. The amount of the payment for the materials used for building was about \$75,000. However, in addition to it, there were shipping fare and compensation payment for taking over the goods which had already been sold to a Japanese, and thus the account came to \$99,000 in total. Later, I handed the change, \$100 back to the major.

Q. Do you know in what way did the major, LaPera, buy the goods from SPB?

A. I don't know about its detail, but the goods were the released ones, I think.

Q. Were you aware of the regular price of them?

A. Not exactly. But I knew that the account in the bill addressed to the major was over \$300,000. The major asked me to have negotiation with SPB to get it discounted, as it was too high, considering the fact

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File No. 44-0-855-F

## Statement of Iichi KISHI (Continued)

that there were many goods which were unavailable. So I asked Hirose, the chief, to make it about \$100,000.

Q. Did you sign the contract of SPB in place of the major LePera?

A. Yes, I did.

x c The major gave me signed paper which mentioned that the contract was made in my name in place of the major. I gave the papers 4 in all, to SPB.

Q. Were you unaware that the officers were not authorized to buy released goods from SPB?

A. No. I wasn't.

Q. What is the relation between you and the major LePera?

A. I work as an attorney in the procurement section there and he has been an acquaintance of mine.

"I have had the foregoing statement, consisting of 2 pages read to me in Japanese and I fully understand the contents. I have signed or initialed each page and corrections thereon. This statement was made by me voluntarily, without promise of reward and without duress. This statement is true to the best of my knowledge."

/s/ Iichi Kishi

"I affirm (swear) that I acted as interpreter in securing the foregoing statement, that I read it back to \_\_\_\_\_ in Japanese, that he (she) understood said statement before signing it, and he (she) said it was true and correct."

Witnesses: /s/ Kunio Komiyama

This is an exact and true translation of the statement made by Iichi Kishi on 1 December 1950.

Translator: (CID): /s/ M. Fujimura

This statement has been taken at the direction of, in the presence of, and under the supervision of Agent \_\_\_\_\_ who had the provisions of Par. 36, Cir. 8, GHQ, SCAP, dated 31 March 1949, read to the stater.

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EXHIBIT "X"  
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FILE NO. 44-C-855-F

4 Dec. 1950

To : Chief, 44th CID  
From : Setsuo Hirose, Chief, Yokohama SPB  
Subject: Report

Major LePera had been much interested in the disposal of released goods ever since he was dispatched as the 8th Army Special Procurement Department officer in June 1950.

His questions about how items should be or were disposed of made me greatly appreciate him as a person well acquainted with the business.

However, later on it turned out that Major LePera was not interested in the prompt disposal of released goods but he wanted to use released items in order to build his own house with.

At that time, Tetsu Udagawa, Chief, Store Goods Supply Section was in charge of released goods.

Said Major personally gave instructions to Udagawa and other staff, visited stores located at different places himself and handled the matter so that whatever materials he wanted might be transported over to his building-lot. Seems said Udagawa repeatedly made complaints under the pretext he was the person in charge of materials.

Said Major wanted me to discharge or transfer Udagawa somewhere on the grounds he wouldn't co-operate with Occupation Forces Personnel but I refused and told him that I couldn't do that based on his one-sided insistence without making investigation into the matter. Later on, I knew that while I was away on business, said Udagawa was forced out of this building and forbidden to enter again thereafter.

In order to avoid troubles, I conferred with SPB and transferred Udagawa to Tokyo SPB.

Under such circumstances, said Major still continued to carry out materials from stores.

I let my men make a detailed list of materials carried out, made Hayakawa, Chief Adjustment Section, press said Major for payment at the earliest opportunity but Major wouldn't under various excuses.

Meanwhile said Major was transferred to 8th Army Special Procurement Department. Hence through 1st Lieutenant Labb, an officer dispatched here, I wrote him under the date of 10 August and asked him most cordially to promptly conclude a contract with us through his proxy for the materials he had taken out and which were estimated at 387,287 yen 65 sen.

On 14 August I received a visit from 8th Army Special Procurement Department Legal Advisor Iichi Kishi and Technical Advisor Fumio Miura, who estimated the materials said Major had carried out at less than 100,000 yen, mentioned said Major was unable to pay more, and asked me eagerly to fix the matter of my own accord so that the contract might be made for the above-mentioned value.

I stated then that proposal of said Major wasn't proper by any means, and after a discussion, told them they should have my answer later on.

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File No. 44-0-855-F

Statement of Setsuo Hirose (Continued)

I had an idea to settle the matter with Colonel Scott, chief 8th Army Special Procurement Department the first time, then on second thoughts, I changed my mind and consulted chiefs of each department in consideration of the seriousness of the matter that was concerned with Occupation Forces Personnel.

We reached a conclusion that there wasn't any means left for us except we cut down the sum to make the contract for within 100,000 yen.

I made up my mind and answered Kishi and Miura that we would make the contract for 99,900 yen.

With regard to technicality, I hope you'll get a full information from the report submitted in by Chief, Contract Department.

I swear there is no error in my above statement.

/s/ Setsu Hirose,  
Chief, Yokohama SPB

This is an exact and true translation of the report written by Setsuo Hirose on 4 Dec. 1950.

Translator (CID): /s/ I. Kono

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EXHIBIT "V"  
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FILE NO. 44-0-855-F

b 4 December 1950

Written Report

To : Commanding Officer of the 44th CID

From: Kazutoshi Miyamatsu, Custody Section of Store Department, YSPB.

At the request of the resident Sgt. Smilty one day, at the beginning of June this year of which date I have forgotten, to see the stock of the warehouse, as Major LePera was wanting to get released materials of the YSPB for his housing if there were something available and if possible, I took the major, sgt., accompanied by an interpreter Yagi and a contractor Akiro Ueda to Honmoku warehouse of YSPB in major's car. Having got preliminary agreement of acting chief of the Custody Section concurrently the chief of the Store Department Yamamoto, I showed them materials in the warehouse. There the major told me he wanted to have the materials, he chose among the ones in the warehouse, carried out urgently. I refused his proposition, saying that I was not authorized for shipment, and if he needed prompt shipment, he had better tell the matter to the chief of the Store Department and that of Supply Section, both of whom were the Governmental Officials. I remember, understanding regarding the shipment appeared to be made between chiefs of Custody Department, Supply Section and the resident sgt. I was instructed by the chief of Supply Section that the shipment should be executed following the regular procedure even though it might be requested by the Army authorities or foreigners. At that time the office was busy in making lists for the released items by the Governmental order to dispose of the goods by the end of July. Consequently the major's request resulted in difficulties to amend those lists. However, it was decided to comply with the major's request, and the chief of the Supply Section requested to send in the list of materials that the major wanted to have. This list, however, was not made after all. Shortly thereafter, the major LePera came to YSPB as the resident officer, and began to pick up materials out of the warehouse by himself. I was so busy in the business of release that I had one of employees, Midori Suzuki, work in liaison business between the major and the Supply Section. After his inauguration, major LePera's demand became more and more strong. And the chief of the Supply Section, Utagawa was suspended from office. Meanwhile he was transferred to Tokyo Office. I think the list of materials taken out of the warehouses in which I was concerned, might have been forwarded by YSPB. Housing and electrical materials were taken out of 4 warehouses, namely Honmoku warehouse (YSPB), Miwa warehouse Co., Koyasu warehouse, Onomachi warehouse of Ono Co., and Taiyo warehouse.

As for the contract and payment after that, I don't know any details, as they were dealt with by both the Contract and the Technical Sections. The shipment of MGP-7 was made from Chugai warehouse Co., Kyomachi warehouse, Onomachi warehouse of Ono Co., and Honmoku warehouse (YSPB). The shipping fare, \$14,000, concerning the above warehouses is remained unpaid. I am sorry for I can not tell you any further details, as I don't remember well of the matter that took place 6 months ago.

Reporter: /s/ Kazutoshi Miyamatsu

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File No. 44-O-855-F

Written Report (Continued)

This is an exact and true translation of the report made by  
Kazutoshi Miyamatsu on 14 December 1950.

Translator: (CID): /s/ M. Fujimura

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EXHIBIT "2"  
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COPY

FILE NO. 44-C-855-F

5 December 1950

REPORT.

To: Commanding Officer of the 44th CID.

From: Kyoshiro Nogami, chief of the Contract Department, YSPB.

As to the contract of released items to major LePera, the Contract Department had no formal contact from the Store Department before the materials were shipped out while they were in custody of that department, and for our part the contract was unwarranted one at least in formal. However we received a formal request for contract from the Store Department after the shipment was finished. To this we answered that we couldn't make direct contract with the major, and proposed to find out the person to whom the contract be legally made, in order to realize the request. Thereafter, some negotiation seemed to be made to the major by the Store Department being cooperated by the Regulation Section. We accepted the proposal for the contract in the name of Kishi after all. And then there was a difficulty in fixing contracting price. At first the estimated price made in the Technical Section was ¥378,287.65. We requested the Store Section to take responsibility for the shipping materials while they were in its custody and claimed to negotiate with the major to settle the price, thinking of difficulties whether the major would pay that amount readily. The Store Department issued the bill ¥387,287.65, in the name of the president, YSPB, after having contacted the Regulation Section. I was told direct by the president that the major was saying he wouldn't pay more than ¥100,000. The president asked me if there was any way to make contract at that price, as there was no other process left to deal with. However, this was concerned in ex-chief of Supply Section, Uragawa, and that of Store Department, Yamamoto, both of whom had been transferred to the Head Office and TSPB. Consequently it was decided to bring the matter to the Head Office for consultation. Store Department of the Head Office acknowledged the unavoidable circumstances that existed and suggested as follows: "You should make another contract in which the price formerly estimated by the Technical Section be discounted in order to surmount the difficulty that exist. It is possible to realize it in line with Regulations of Settlement of Budget and the Item 3 of the Article 86 of Accounts. However, this procedure is an exceptional one, and thus it must be approved by the president. We think there is no way left other than this." Then we had chiefs' conference in the Department and it was decided to go on with the matter along the suggested line, and at the same time, a request was made to the Technical Section to discount the estimated price as much as possible. Later we received the re-estimate, ¥289,520, from the Technical Section. On the basis of this estimate, the chief of the Contract Department decided the price as ¥99,900, having been approved by the president, according to the Regulation of Settlement of Budget and the Item 3 of the Article 86 of Accounts. However, there was a report needed to attach which should explain the fact that no payment had been received in spite of its claim since the time of shipment. Despite the request for this report to the said Uragawa, ex-chief, it has not yet been sent in. And thus the contract has not yet been concluded. Up to now, the amount ¥76,000 has been received. There remain accounts ¥14,400,

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File No. 44-0-855-F

Report of Kyoshiro Nogami (Continued)

shipping fare, to the warehouses and ¥9,500 to be paid to the owners from whom the major had bought materials previously got by them from YSPB. The warehouse owners have claimed the account totaling ¥23,900. Once the contract at the price, ¥76,000 was made, but as it was unwarranted price, the contract was revised at the price including the above ¥23,900, totaling ¥99,000. Because of the said report being not received, the contract thus remained uncompleted. Estimated price by the Technical Section and the price decided are as follows:

Estimated price: ¥212,029	Totaled: 289,520
77,491	

Decided price: ¥ 76,000	Totaled: 99,900
23,900	

I affirm what I have told you is true and correct.

Reporter: /s/ Kyoshiro Nogami, Chief of Contract  
Department, YSPB.

This is an exact and true translation of the report made by Kyoshiro NOGAMI on 5 December 1950.

Translator: (CID) /s/ M. Fujimura

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EXHIBIT "AA"

# CONFIDENTIAL



File No. 44-O-855-F

**CONFIDENTIAL**  
COPY

CRIMINAL INVESTIGATION LABORATORY  
FAR EAST COMMAND  
TOKYO APO 500

16 December 1950

REF: CIL P-887, L-409  
Iichi Kishi

LABORATORY REPORT

TO : Chief Agent, 44th CID, APO 503.

SUBJECT : Report of Polygraph Examination given one witness in the alleged fraudulent use of building materials and violation of Occupation regulations regarding occupancy of quarters.

1. Arrangements: At the request of S. J. Scott, Agent, 44th CID, Iichi Kishi, JLC Procurement Section, APO 503, was examined by the polygraph detection of deception technique regarding the alleged use of U. S. Army building materials in construction of a house to be occupied by one Major LePera, U. S. Army. The test was made on 13 December 1950 at 1400 hours at the Criminal Investigation Laboratory, Far East Command.

2. Procedures: The examiner read and explained Section VI, Par 36, Cir #8, SCAP, dated 31 March 49 to the subject, who stated that he fully understood its meaning. The subject was explained the test procedure, and that the test would be given only with his free consent. He submitted willingly to the examination which was given in a private room and his reactions recorded on a standard Keeler type polygraph. A "norm" was first obtained, then three irrelevant questions were asked, followed by questions pertaining to the circumstances surrounding the alleged misuse of Army material and alleged violation of occupation regulations pertaining to dependent housing. Among these significant questions were interspersed others which were irrelevant. The subject was instructed to answer all questions by either "yes" or "no".

3. Findings: Iichi Kishi, Japanese male national. Prior to the test subject stated that he acted for Major LePera in the capacity of a receiving agent only, i.e. he signed for the building materials from S.P.B., although he never actually had the building materials in his possession.

Subject was given one (1) test. He reacted to the following: 1. Knowing that the contract he signed for Major LePera was not legal. 2. Knowing that LePera had refused to pay more than one hundred thousand yen for the building materials.

After the test and during interrogation. Subject stated that he did not sign contract with Major LePera, but that he signed a contract accepting the building materials in behalf of LePera. Subject maintained, however, that LePera did not refuse to pay over one hundred thousand yen for the building materials. Subject admits that he believes his actions were not legal.

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EXHIBIT "BB"



**CONFIDENTIAL**

File No. 44-O-855-F  
REF: CIL P-887, L-409, IICHI KISHI, dtd 16 December 1950 contd.

It is the opinion of this examiner that subject is withholding information as to the agreed price for the building materials, but is otherwise telling the truth.

A list of questions propounded in this case is attached as inclosure 1.

Signed statement requesting test, inclosure 2.

Polygraph tracing developed in this case is on file in the records of this laboratory where it may be examined by authorized individuals.

/s/ A. M. Josephson  
/t/ A. M. JOSEPHSON  
Agent, CID  
Examiner

APPROVED:

/s/ Calvin H. Goddard  
/t/ CALVIN H. GODDARD  
Colonel, MFC  
Chief, C. I. Lab.  
Far East Command

Incls:  
a/s

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EXHIBIT "BB"

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File No. 44-C-355-F

REF: CIL P-587, L-409, Iichi Kishi, dtd 16 December 1950 contd.

1. Is your name Iichi Kishi?
2. Do you live in Japan?
3. Did you have something to eat today?
4. Do you believe that the contract you signed with Major LePera was legal?
5. Were the materials you signed the contract for ever in your possession?
6. Do you smoke?
7. Did the Major refuse to pay more than one hundred thousand yen for the materials?
8. Do you like to swim?
9. Did you know that Major Le Pera was building the home for his personal use?
10. Are you wearing a shirt?
11. Have you lied to me during this test?
12. Are you faithful to your wife?

EXHIBIT "BB"

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File No. 44-O-855-F

REQUEST FOR EXAMINATION (POLYGRAPH TEST)  
CRIMINAL INVESTIGATION LABORATORY  
FAR EST COMMAND  
APO 500

NON-OCCUPATION PERSONNEL  
REF: CIL P-887 (L-409)

13 December, 50,  
(Date) (Time)

I, Iichi KISHI, #20, 4-chome, Aoyama Minami-cho, Minato-ku, Tokyo,  
(Name) (Home Address)

JLC Procurement Section, APO 503, do hereby agree to submit to an examina-  
(Employer's Name and Address)  
tion, known as the polygraph (Lie Detector) test, of my own free will, to be  
given me by A. M. Josephson Agent, CID  
(Name) (Rank) ASN

Section VI, par 36, Cir #8, SCAP, dated 31 March 1949, has been read and explained to me. It is worded as follows:

"Self-Incrimination Prohibited. No witness before an Occupation Court, or before any person conducting an investigation in an Occupation Court proceeding, or before any person taking a deposition to be read in evidence before an Occupation Court, shall be required to incriminate himself."

I fully understand the import of the above.

The examination I am about to take is being given without threat or promise, or under any conditions of duress. I fully understand that anything which might be uncovered in this examination may be used against me.

Interpreter

/s/ Dan M. Yamada

/s/ I. Kishi

(Signature)

Subscribed and sworn to before me this 13th day of December, 1950.

\_\_\_\_\_  
Summary Court Officer

1. Person requesting or witnessing test S/A S. J. Scott
2. Person to whom report is to be sent CO, 44th CID
3. Address of person in 2 above APO 503
4. Number of copies of report desired 6
5. Nature of case fraud

COPY

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EXHIBIT "BB"

HC Form No. 407  
(21 Jul 50)



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COPY

File No. 44-C-855-F

CRIMINAL INVESTIGATION LABORATORY  
FAR EAST COMMAND  
TOKYO APO 500

REF: GIL P-888 (L-411)  
Le Pera, Ernest O.

15 December 1950

## LABORATORY REPORT

TO : Chief Agent, 44th CID, APO 503

SUBJECT: Report of Polygraph Examination Given One Suspect in the Alleged Fraudulent Use of Building Materials and Violation of Occupation Regulations regarding Occupancy of Quarters

1. Arrangements: At the request of Hiroshi Kunimura, Agent, 44th CID, Ernest O. Le Pera, O-453123, Major, Procurement Section, J.L.C., APO 343, was examined by the polygraph detection of deception technique regarding the alleged use of U.S. Army building materials in construction of a house to be occupied by Le Pera. The test was made on 13 December 1950 at 2100 hours at the Criminal Investigation Laboratory, FEC.

2. Procedures: The examiner read and explained the 24th Article of War to the subject who stated that he fully understood its meaning. The subject was explained the test procedure, and that the test would be given only with his free consent. He submitted willingly to the examination which was given in a private room and his reactions recorded on a standard Keeler type polygraph. A "norm" was first obtained, then three irrelevant questions were asked, followed by questions pertaining to the circumstances surrounding the alleged misuse of Army material and alleged violation of Occupation regulations pertaining to dependent housing. Among these significant questions were interspersed others which were irrelevant. The subject was instructed to answer all questions by either "yes" or "no".

3. Findings: Ernest L. Le Pera, a soldier. Prior to the test subject stated that he had conformed with all occupation directives relative to the building of the house in question, that higher headquarters was aware that he was going to live in the house, and that all transactions made by him, relative to the house and construction of same, were legal.

Subject was given two tests. He reacted to the following: 1. Borrowing a million and one-half yen from Mr. Hachimura for the construction of the house. 2. Exchanging S.P.B. materials for Army materials of better quality.

It is the opinion of the examiner that subject did borrow in excess of one million yen from Mr. Hachimura and did exchange S.P.B. materials for Army materials of better quality.

EXHIBIT "CC"

- 1 -

# CONFIDENTIAL



File No. 44-0-855-F

CONFIDENTIAL

FEC C. I. Lab., APO 500, Lab Rpt Ref CIL P-888 (L-411), LE PERA, Ernest O.,  
dtd 15 Dec 50, Cont.

It should be explained at this time, that because of the nature of this case, which with some few exceptions, deals with generalities and supposition, most of the information developed was the result of direct interrogation and the polygraph was of little aid in this instance.

List of questions propounded in this case is attached as inclosure 1. Signed statement requesting test, inclosure 2.

Polygraph tracing developed in this test is on file in the records of this laboratory where it may be examined by authorized individuals.

APPROVED:

/s/ Calvin H. Goddard  
/t/ CALVIN H. GODDARD  
Colonel MPC  
Chief, C. I. Lab.  
Far East Command

/s/ A. M. Josephson  
/t/ A. M. JOSEPHSON  
Agent, CID  
Examiner

Incls:  
a/s

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File No. A-0-855-F

FEC C. I. Lab., APO 500, Lab Rpt Ref CIL P-888 (1-411) LE PERA, Ernest O.

TEST 1

1. Is your name Ernest O. Le Pera?
2. Are you a member of the U.S. Army?
3. Did you have something to eat today?
4. Did you ask Mr. Hachimura to permit you to use his name in the purchase of land and the construction of a house?
5. Did you borrow a million and a half yen from Mr. Hachimura for constructing the house?
6. Do you smoke?
7. Are you paying Mr. Hachimura monthly rent for the house?
8. When you started removing material from the ware house of S.P.B., did you intend to pay for these materials?
9. Do you like to dance?
10. Did you tell Mr. Kishi you would pay only one hundred thousand yen for the materials?
11. Do you believe that the construction of this house, by the methods used, is illegal?
12. Embarrassing personal question.
13. Did you exchange some of the S.P.B. material for Army materials?

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CRIMINAL INVESTIGATION LABORATORY  
FAR EAST COMMAND  
TOKYO APO 500

REF: CIL F-888-L-411

13 December 1950, 2100  
Date Time

I, Ernest O. Lepera, O-453123, Major Procurement section  
(RANK or RATING) (ASN OR CARD NO)  
a member of the J. L. C. (stationed)  
(located )

at APD 343, do hereby agree to submit to an examination,  
known as the polygraph (Lie Detector) test, of my own free will, to be  
given me by A. M. Josephson Agent CID The 24th  
NAME RANK ASN

Article of War has been read and explained to me and I fully understand  
the import of same. This examination is being given without threat or  
promise, or under any conditions of duress. I fully understand that any-  
thing which might be uncovered in this examination may be used for or  
against me.

/s/ Ernest O. Lepera  
SIGNATURE

SUBSCRIBED to before me this 13th day of December 1950.

/s/ A. M. Josephson  
A. M. Josephson, Agent CID

1. Person requesting or witnessing test Hiroshi Kunimura
2. Person to whom report is to be sent Chief Agent, 44th CID, APO 503
3. Address of person in 2 above APD 503
4. Number of copies of report desired 5
5. Nature of case Fraud

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File No. 44-O-355-F

CRIMINAL INVESTIGATION LABORATORY  
FAR EAST COMMAND  
TOKYO APO 500

REF: CIL P-889, L-409  
Senzo Hachiuma

16 December 1950

LABORATORY REPORT

TO : Chief, Agent, 44th CID, APO 503.

SUBJECT : Report of Polygraph Examination given one witness in the alleged fraudulent use of building materials and violation of occupation regulations.

1. Arrangements: At the request of S. J. Scott, Agent, 44th CID, Senzo Hachiuma, #3 - 761 Komaba, Meguro-ku, Tokyo, (Nanyo Bussan Co., Ltd.), was examined by the polygraph detection of deception technique regarding the alleged use of U.S. Army building materials in construction of a house to be occupied by one Major Le Pera, U.S. Army. The test was made on 14 December 1950 at 1000 hours at the Criminal Investigation Laboratory, Far East Command.

2. Procedures: The examiner read and explained Section VI, Par 36, Cir #8, SCAP, dated 31 March 49 to the subject, who stated that he fully understood its meaning. The subject was explained the test procedure, and that the test would be given only with his free consent. He submitted willingly to the examination which was given in a private room and his reactions recorded on a standard Keeler type polygraph. A "norm" was first obtained, then three irrelevant questions were asked, followed by questions pertaining to the circumstances surrounding the alleged misuse of Army materials and alleged violation of occupation regulations pertaining to dependent housing. Among these significant questions were interspersed others which were irrelevant. The subject was instructed to answer all questions by either "yes" or "no".

3. Findings: Senzo Hachiuma, Japanese male national. Prior to the test subject stated that all of his services were extended to LePera on a friendship basis and that he believed he was merely helping LePera to get a place to live, and further that he had no intention of committing any criminal offense.

Subject was given one test. His polygrams contained no positive reactions to pertinent questions. His polygrams were, however, erratic.

Following the test subject made the following explanations: 1. It had been agreed that the payment of rent would commence at such a time as the house was registered with the Japanese Gov't. 2. That LePera would pay Mr. Hachiuma for the land and the house and receive title to the house at such a time the Japanese-U.S. treaty came into force. 3. That only the rental agreement was in writing. 4. That he had actually given or loaned LePera money with which to pay his building costs.

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- 1 -



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File No. 44-O-855-F

REF: CHL P-889, L-409, Sense Hachiuma, dtd 16 December 1950 contd.

It is the opinion of this examiner that subject has told the truth regarding his knowledge of this incident.

A list of questions propounded in this case is attached as inclosure 1.

Signed statement requesting test, inclosure 2.

Polygraph tracing developed in this case is on file in the records of this laboratory where it may be examined by authorized individuals.

/s/ A. M. Josephson  
/t/ A. M. JOSEPHSON  
Agent, CID  
Examiner

APPROVED:

/s/ Calvin H. Goddard  
/t/ CALVIN H. GODDARD  
Colonel, MPC  
Chief, C. I. Lab.  
Far East Command

Incls:

a/s

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- 2 -

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File No. 44-O-855-F

REF: CIL P-889, L-409, Senzo Hachiuma, dtd 16 December 1950.

1. Is your name Senzo Hachiuma?
2. Are you in Japan?
3. Did you have something to eat today?
4. Did Major LePera agree to pay you a monthly rent of \$100?
5. Was it agreed that Major LePera would begin paying you rent in January of 1951?
6. Are you a Japanese citizen?
7. Did the Major agree to give you back the house if he could not pay you the money he owed you?
8. Do you smoke?
9. Were any of these agreements with the Major in writing?
10. Embarrassing personal question?

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File No. 44-0-855-F

REQUEST FOR EXAMINATION (POLYGRAPH TEST)  
CRIMINAL INVESTIGATION LABORATORY  
FAR EAST COMMAND  
APO 500

NON-OCCUPATION PERSONNEL  
REF: CIL P-889 (L-409)

14 Dec 50 , 1000  
(Date) (Time)

I, Sense HACHIUMA , #3-761 Kenaba, Meguro-ku, Tokyo  
(Name) (Home Address)

Nanyo Bussan Co., Ltd. , do hereby agree to submit to an examina-  
(Employer's Name and Address)  
tion, known as the polygraph (Lie Detector) test, of my own free will, to be  
given me by A. M. Josephson Agent, CID  
(Name) (Rank) (ASN)

Section VI, par 36, Cir #3, SCAP, dated 31 March 1949, has been read and explained to me. It is worded as follows:

"Self-Incrimination Prohibited. No witness before an Occupation Court, or before any person conducting an investigation in an Occupation Court proceeding, or before any person taking a deposition to be read in evidence before an Occupation Court, shall be required to incriminate himself."

I fully understand the import of the above.

The examination I am about to take is being given without threat or promise, or under any conditions of duress. I fully understand that anything which might be uncovered in this examination may be used against me.

/s/ S. Hachiuma  
(Signature)

Subscribed ~~XXXXXXXXXX~~ before me this 14th day of December, 1950.

/s/ A. M. Josephson  
Summary Court Officer

1. Person requesting or witnessing test S/A S. J. Scott, 44th CID :
2. Person to whom report is to be sent CO, 44th CID :
3. Address of person in 2 above APO 503 :
4. Number of copies of report desired 6 :
5. Nature of case Fraud :

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HC Form No. 407  
(21 Jul 50)

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File No. 44-O-855-P

22 Dec. 1950

To: Chief, 44th CID

From: Setsuo Hirose, Chief  
Yokohama S.P.B.

Apart from our report dated 4 Dec. 1950, with regard to the building material disposed of for Major Lapera's private use, we hereby beg to submit to your organization our supplementary report on ex-Supply Section Chief Udagawa's enforced transfer resulted from this case, as follows.

Major Lapera, after personally visited around warehouses where Yokohama S.P.B. released items were kept, gave his order to the Supply Staff to let him have the delivery as much building material as he wanted for his private use from among released items.

At the report thereof, said Supply Section Chief Udagawa entreated Major's cooperation through Sergeant Smitoley in his course that

- (1) with regard to the release of material Major wanted, due formalities should be gone through afterward en bloc in order to serve the purpose
- (2) already-disposed-of-items in the warehouses should not be touched despite whatever order that might be given by said Major
- (3) no item should be taken out of the warehouses listed on Disposal-By-Sale-En-Bloc Schedule as of Barred Items For Disposal On Small Scale

They say Major called Udagawa in his room and rebuked the latter that he had not help Major. Still Udagawa didn't change his mind but besought Major Lapera to submit the list of the whole material he wanted to have, which Major did not.

After that Major Lapera demanded for the delivery of items already disposed of, or barred for disposal by sale on small scale but every time, Udagawa made complaints and was called in question by said Major for his not helping Major.

Meanwhile said Major wanted me to transfer or discharge Udagawa, which, however, I refused as had mentioned in my previous report.

On 5 July, while I was absent, said Major forced Udagawa out of the office and told him he should not come to office again thereafter.

Things having come to this, there was no means left for me except to ask our main office for Udagawa's transfer to Tokyo S.P.B., which was formally granted as of 15 July.

However, through the whole period thereof, said Udagawa was of course unable to come to office to work at Yokohama.

Translator (CID): /s/ I. Kono

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