

Monday, March 5, 1923. 87

Comments on a letter written by Messrs.  
Van Vriesland and Braude, March 2, 1923,  
No. 185/2, to Dr. Magnes.

The type on this letter gave me the impression that it had been done in the office of the Commission. This morning I looked for the letter in the files of the Kupath Milveh and did not find it. The clerks explained that only one letter written to Dr. Magnes was indexed and filed and that was not the one I seemed to be looking for. It seems to me that a letter of this sort should have been written in the office of the J.D.C. - the Kupath Milveh - not in the office of the Commission.

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Messrs. Van Vriesland and Braude should have understood, from the character of the first meeting held at Dr. Magnes's house, what was to be the procedure at the conferences. They saw that Dr. Magnes was reading from a list of subjects. They saw him using written notes. They might have seen also that reports on the subject under discussion were lying at my place and at his place. The request they make now should have been made then.

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Before the Kupath Milveh grants a loan the application must be approved by the Commission. That is, should the applicant be indebted to the Commission, the Milveh sees that the Commission account is adjusted to the complete satisfaction of the Commission before it grants the loan. In some cases it deducts from the face of the loan the amount in which the applicant is indebted

to the Commission and pays this sum direct to the Commission or credits the account of the Commission on its books.

Pool, prior to his departure, wrote to Van Vriesland that not a dollar of J.D.C. money must be given to the roadworkers or any one connected with them until the <sup>satisfactory</sup> ~~proper~~ adjustment of their account with the J.D.C. That Pool realized he was taking a severe stand is shown by the expressions he uses but he seems to have felt that the facts justified his stand. Yet the management of the Kupath Milveh, at the request of the Commission, advanced money to this group. The Commission agreed to repay the check advanced by the Kupath Milveh to this group. Although the Kupath Milveh drew its check <sup>to the order</sup> ~~in the name~~ of the Commission and not ~~in the name~~ <sup>to the order</sup> of the workers, it knew full well that the group of workers would receive J.D.C. money.

The Commission knows all our claims. In order to reciprocate the services we render in collecting some of its own old debts, the Commission should have said to the workers, "we cannot make any loan to you until you adjust your account satisfactorily with the Kupath Milveh". It not only doesn't do that but it makes a loan to them out of funds it receives from the Kupath Milveh. When so many measures are taken to overcome the safeguards imposed by Mr. Pool, I cannot but feel that my suspicions are justified. That they take alarm now and attempt to impose conditions tends to make me even more suspicious.

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Let us dwell for a moment upon this case. The Commission, when it first advanced the money in June and July, 1920, was the agent, the representative, or the trustee of the J.D.C. The agreement by which it contracted to advance J.D.C. money should have been drawn up



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In the name of the J.D.C. The contracting parties should have been notified that J.D.C. money was being advanced. When the J.D.C. or its representatives incur obligations or make subventions or render assistance in any form, they do not and should not say, "we will assist, we will loan", but should say, "The J.D.C. will loan". The men who handled this transaction on behalf of the Commission are intelligent enough to know the proper procedure. They were promising money belonging to another organization, money which could have been withheld by the principal, the J.D.C., at will. They should have accepted receipts reading, "Received from the J.D.C.", or "Received from the Commission as agent of the J.D.C".

I made my statement to them on this matter on February 25. I gave them dates, specific amounts, names of the individuals connected with each payment and, in some cases, the numbers of the documents and the titles of the files. I added explanations to the vouchers. With all this detailed information supplied there was very little left to look up. It would not have taken as long to present facts as to draft the letter of March 2.

Their letter charges me with making a serious accusation against them. On thinking this matter over, it seems to me that I made a mistake in giving them so many details. The best procedure might have been to ask questions on this case, on the details connected with the account, why it had not been collected, what efforts had been made to collect it and what the possibility was of collecting it. We are asking them to explain matters created

by them as employees and representatives of the J.D.C. It should not be necessary, therefore, for us to give them details. The details were of their own making and should be thoroughly familiar to them.

While summarizing the case at the conference, I was interrupted constantly. At many points I did not use choice language. For instance, I used words to the effect that I had permission to "go the limit". I meant by this that I was authorized to give them all the facts, including my conclusions, in as detailed a form as, in my opinion, would fully acquaint them with my views. I tried to be brief. Still, the minutes show seven pages of double space typing, indicating that I summarized my report into about one-third its original space.

They object to the fact that I was reading from a copy of a report submitted to the J.D.C. How they arrived at this conclusion I do not know. I am not sure at this moment whether the J.D.C. has my report. It is true (although they were not informed of it) that I forwarded a copy of this report to our New York office, Loeb and Troper, stating that it is subject to modification and correction. I rather think that they made this statement for the purpose of finding out whether this report had really been mailed to New York or not.

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The matter with which this case deals is very serious. My conclusions upon it are also serious. A matter of this sort cannot be discussed at random. It must be reduced to writing.



When I ask for anything verbally, they say, "Write a letter and we will reply". They repeat, "We cannot go by verbal statements". Now when I prepare my matter in writing and read from my prepared draft, they make an issue of it. They use the words that I disclose such "fragments" to them as I see fit. A summary consisting of seven typewritten pages which equals at least one-third of the full report cannot be described as fragmentary. The words "and hiding from us those parts about which he preferred to keep us in the dark" are most unjustified. I took particular pains to reiterate that I had been authorized to present this matter to them fully in order to give them a chance to answer. I tried to be frank. I stated my opinion as freely as though I were talking to my principal. Mr. Braue acted as though he put little stock in what I said, joked and laughed constantly, and it was only with Van Vriesland's assistance that I was able to keep <sup>him</sup> in order. Mr. Van Vriesland listened carefully to what I had to say and gave the impression that the details I brought out gave him much concern. I told them that, if their stenographer doubted the accuracy of her notes on any point, I would permit her to come to my office and supplement her notes with the facts in my report. (I did not offer the report.) I did my utmost to see that all the essential facts supporting my ~~facts~~<sup>charge</sup> and conclusions were in their possession.

I believe I am not unreasonable when I say that language like theirs is used with a view to influencing the mind of the reader unfairly. I may be accused of doing the same thing. But I would like to emphasize my conviction that it would have been

just as easy for them to refute my charges, if they are refutable, as to prepare this letter. We have questioned Orshansky and David, Van Vriesland's and Traude's assistants, on this matter. They promised to look up the notes and agreements for us. Their efforts in this direction should have prepared the facts for their superiors.

They assert that they can see from the memorandum dictated on the 19750 that my facts are incorrect and the conclusions untrue. I gave them dates, names, amounts. They have not shown the incorrectness of a single item. Their loose use of the word "untrue" is merely an attempt to influence <sup>the</sup> mind by mere talk. I pointed out to them that I was not acting as a prosecutor. If I had been, I should not have given them the facts as I did. They do not feel that they can submit a reasonable defense by replying to fragments. It is only necessary for them to present documentary proof that I am wrong. If they can present this proof, I shall be very happy to withdraw from my position, for, with this proof, the J.D.C. will be able to prove its case in court. On the other hand, if they cannot present documentary proof that I am wrong, my accusation that they were neglectful is well-founded.

Their attitude towards me has been that of attempting to influence my mind and actions. The first thing they asked me when I came to Palestine was whether I would give them copies of the reports. They have referred to this matter at every possible and impossible opportunity. They even wanted to know whether I would give them copies unofficially. They seemed determined to get my reports. I am decidedly of the opinion that they are not entitled to my reports. I am also of the opinion that, in view of my position



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and credentials, I am entitled to their replies. In my professional capacity, I cannot agree to submit to them copies of my reports or communications to the J.D.C. I am expected to be an independent investigator and am paid for my opinions, not for the opinions of others.

They refer to my cable (which they call sensational) on the \$8000 due from the Commission. They declare that my figures are fictitious by 64%. Correspondence has passed between them and the J.D.C. office on the subject of this cable. The subject has been discussed at every one of our conferences. And yet they have not presented tangible proof that my accusation was wrong. On February 11, Dr. Magnes asked them to prepare a statement in support of their contention that I was wrong. The statement has not yet been produced. To repeat that I am wrong in noway alters facts.

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The roadworkers' case has been a touchy point all along. Why did they wait for this particular point to question the procedure? The sensitiveness engendered by my presentation of the roadworkers' case has resulted in a refusal to work with me and a desire to work with New York. Hoofien is playing the same game. My reports were prepared originally with the object of presenting the facts to Dr. Magnes in such form as to enable him to take them up with Brands and Van Vriesland. The idea of sending them to New York was an afterthought. It was understood between Dr. Magnes and myself that a complete report would be sent to New York only after Van Vriesland and Brands had been given a chance to answer the points brought up.

(Incidentally, I wish to say that I may have made a mistake in sending a few drafts to New York. Dr. Hynes may object to my action).

In making charges, I have first considered the following points:

- 1- Was the J.D.C. injured?
- 2- Were the wishes of the J.D.C. carried out?
- 3- Who is responsible for irregularities?

Am I right in fixing the blame on those whose acts I question? Do the facts bear me out? There should be no room for doubt.

It has been my custom to question either in writing or verbally all who might be familiar with a particular transaction under investigation. The people questioned did not know that the transaction in question was, in my opinion, not properly carried out. All the employees in the Kupath Milveh who worked on the Commission account, including the office manager, Mr. Rosenstein, were minutely questioned before the sending of my cable of November 23. My cable asked authorization to take the matter up direct with the Kupath Milveh Committee. Instead of cabling me such authorization, New York communicated direct with the Kupath Milveh office.

When, in the Hamashbir case, I wrote to Dr. Braude as Director of the Kupath Milveh that I considered the amount and procedure unusual and that I desired an explanation, I was told to look in the files for the facts. It should be sufficient to inform them that I am not satisfied that all is well with a particular item and that I expect their explanation within a specified time.



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If the procedure detailed above does not seem to give sufficient opportunity to answer objections and charges, I would recommend that an abridgment of my report be submitted to those concerned either verbally or in writing. They are not entitled to and should not receive copies of my full reports.

Very sincerely yours,

SAMUEL KAPLAN.