

20 AUG
1958

MEMORANDUM FOR: DDP/Inspection and Review Staff

ATTENTION :

[]

SUBJECT :

Comments on the Death of AECAMUSO-3's
Common-law Wife

REFERENCE :

[] Memorandum for the Record
of 23 May 1958 on the Demise of Dependent,
AECAMUSO-3 (REDSOX)

Attached are SR Division's comments on the referenced memorandum. Included are an analysis of [] statement of facts, a summary of action taken and contemplated by the Division, and a summary of the questions raised in the [] paragraph of the reference.

[]
Acting Chief, SR

DECLASSIFIED AND RELEASED BY
CENTRAL INTELLIGENCE AGENCY
SOURCE METHOD EXEMPTION 382B
NAZI WAR CRIMES DISCLOSURE ACT
DATE 2006

file in []

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I. Analysis of [] Statement of Facts:

- A. Paragraph 1 of the synopsis presented by [] is substantially correct. In a contract signed in pseudonym by AECAMUSO-3 just prior to his dispatch on 26 August 1952 the following commitment was made in regard to the support of his dependents, i.e., his "common-law wife", and their child:

... The sum of 250 DM per month will be paid to your common-law wife and son while they are in Germany; if and when they enter the United States of America, they will be paid \$150.00 per month in lieu of the 250 DM. Payments will be made as directed by you in writing in a manner acceptable to the Government.

In addition the contract, which is still in effect, contains the following "unauthorized commitments" clause:

No promises or commitments pertaining to rights, privileges, or benefits other than those expressly stipulated in writing in this agreement or any amendment thereto shall be binding on the Government.

The contract contains the following death benefits:

In case of death or in case you are not heard from in 24 months (at which time you will be assumed dead) your legally designated heirs will be paid \$3,000 plus the accumulated amount in the escrow account.

Thus it would be wrong to say that the Agency was legally committed to making an effort to bring the wife to the United States. However, there was certainly a moral commitment to help her. In a contact report on a meeting with AECAMUSO-3 on 22 July 1952 the case officer, [] reported that he told AECAMUSO-3 that he "had been working on A/3's wife's immigration and that a serious hitch had developed in that, inasmuch as A/3 was not legally married to his wife, it was unlikely for her to immigrate under present rules. However, [] said that a new law, effective next December, might help because it contains a clause admitting people of interest to various U.S. agencies. Therefore [] was unable to absolutely insure A/3's wife's immigration but assured him that he, [], would personally do all in his power in the future."

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- B. The section of the synopsis dealing with the period between AECAMUSO-3's dispatch in August 1952 and 22 October 1957, while reflecting some of the facts, does not give the complete story. In this and in the following paragraphs we will try to fill in the gaps left in the synopsis and to correct some small errors of fact. From August 1952 to her death, the wife received DM 250.00 monthly, although the payments were not always prompt. Only once, in November 1954, did she complain that the payments were late. Headquarters' requested MOB to remedy the situation and this was apparently done, because no more complaints on this score were received from the wife. In May 1955 FOB (the Baltic section of the German Station meanwhile having moved from MOB to FOB) was requested by Headquarters to assist the wife in legal difficulties that she was having with the local German welfare authorities, because of the income that we were paying her. It is assumed that these difficulties were satisfactorily settled, because nothing further was heard from the field or from her after this.
- C. The MOB request in July 1954 to pay the wife DM 230 was approved by Headquarters on 22 July 1954. An amendment to the AECOB Project was written and approved to cover these expenses.
- D. Paragraph 2 of [] synopsis describes a conference between the AECOB case officer, [] and [] and [] of SR/GOP on 12 October 1954 regarding final disposition of CIA's financial responsibility to the wife. [] reports that SR took no action to implement two of the three steps recommended in this conference. These recommendations were in fact not implemented because all three recommendations were for actions to be taken in the event of the wife's immigration to the United States. As she in fact did not immigrate there was no need to implement the recommendations.
- E. The question of the wife's immigration to the United States. In February 1954 Headquarters requested MOB (not Frankfurt as shown in the synopsis) to make arrangements to bring the wife and son to the U.S. MOB made arrangements to have her contacted by a contract agent, [], now dead, who was to suggest to her ways in which she could have her immigration visa application shifted to the then new Refugee Relief Program. In October 1956 FOB indicated that the wife "had previously adopted a rather uninterested attitude toward our repeated efforts in urging her to pursue emigration proceedings". The underlining is ours. The

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field further said that "when the (case officer) at this time asked Subject whether she actually wished to emigrate, she replied in the negative and seemed relieved that there was no immediate possibility." The field then said that "since she has expressed a desire to remain in Germany the matter was dropped for the time being." There is no record in our files that Headquarters advised FOB what action to take in the future, as it had been requested.

- F. In the following paragraph we discuss the two last paragraphs of [] synopsis which discuss the events and correspondence leading up to the wife's death. On 22 October 1957 FOB wrote in EGFA 18645 that "for some time we have been receiving complaints from the wife of AECAMUSO-3 to the effect that because of rising living costs, her present subsistence allowance is no longer adequate for herself and her son." At no place in this dispatch is there any indication that the wife was in dire circumstances, or that the situation was any more severe than a normal economic pinch. This dispatch, which was written on 22 October 1957, was received at Headquarters in RI/AN on 6 November 1957. From RI/AN it was sent to EE/REG where it was received on 12 November 1957. From EE/REG it was sent to SE/3 and finally arrived at the action desk in SE/2 on 4 December 1957. Thus there was a delay of one month caused by Headquarters' routine. We wrote and typed a reply on 12 December 1957. In this reply, EGFW 6029, which left Headquarters on 21 December 1957, we informed FOB that the requested increase of allowance for the wife and the DM 100 paid for the son's education would not be approved until the renewal of Project AECOB had been approved. We said that we anticipated approval in time for the allowance to be increased sometime in January 1958. Because of the delays involved in putting through a project renewal, AECOB was not approved until May 1958, by which time we had learned of the wife's tragic death. At no time until the receipt of EGFA 21361, dated 21 April 1958, and received in SE/2, 1 May, did we have any intimation that the wife's condition was so as to justify extraordinary action. We assume that the field also did not realize how serious the situation was or they would have cabled a request for emergency action in reply to our interim dispatch.

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II. Action taken and contemplated by SR Division:

- A. We are proceeding toward two objectives: First, to insure the best possible future for AECAMUSO-3's son; second, to determine the exact circumstances and medical cause of the wife's death. We wish to know the latter in order to determine the extent of the Agency's responsibility and to be in a position to counter Soviet propaganda, should the Soviet authorities find out and publicize the condition of AECAMUSO-3's dependents. To accomplish the second objective we cabled FOB on 14 May 1958 (DIR 22089 /OUT 770497) requesting that it try to get the medical findings on the causes of the wife's death. On 15 May 1958 in FRGB 0819 (IN 29241) FOB informed us that it was trying to obtain the records. On 24 July we cabled FOB to remind them of our interest in the medical report. Information now available to us shows that the wife died of acute alcoholism and a blood clot on the brain and that some time prior to her death she was a mental case and had been transferred to a mental hospital in Kaufbeuren. The complete story should become available with the full medical findings.
- B. The following steps have been taken to insure the son of AECAMUSO-3 a decent future:
1. Immediately after hearing of the death of the wife, we agreed in DIR 22089 (OUT 77049) with the field that all steps should be taken to keep AECAMUSO-3's son out of a public orphanage and to provide him with a decent future. The first step was to instruct the field to investigate the qualifications of Mrs. Lucie Werner, who seems to have been the wife's only friend. Before her commitment to the mental hospital the wife had given to Mrs. Werner the name of the alias of the FOB case officer who had been in contact with her. Upon the wife's death Mrs. Werner informed the case officer of this fact and indicated that she wished to adopt the boy and take him to the United States with her when she immigrates to join her husband there. However, we suggested in DIR 22089 (OUT 77049) that the field should first thoroughly investigate Werner to determine if she is a proper person to act as guardian for the son. In addition traces were conducted in Headquarters that indicated that Werner had been married at least three times. The reason for the investigation is to eliminate the possibility that Werner, or any others who may offer to adopt the child, does not act to make personal gain out of the tragic situation.

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2. When it appeared that legal complications would arise in connection with adoption procedures the legal officer of the German Station took charge of the case. In reply to the field's request we granted him permission to use on the case a cleared legal contact of the Station, [], who is a German-born and trained American citizen practicing law in Germany.

3. [] met with the judge of the adoption court, a representative of the Children's Bureau, the social worker assigned to the case, and Mrs. Werner. He discovered that the court had refused guardianship of the child to Mrs. Werner at the request of the chairman of the local Latvian Committee. As a result of this, the best remaining disposition of the son seems to be adoption by his aunt, a sister of AECAMUSO 3, who lives in New York, and who submitted a request to the court that she be permitted to adopt her brother's son. Pending final disposition of the case, the court permitted the boy to live with Mrs. Werner where he now is living. We are paying 250 DM a month to Mrs. Werner to use in supporting the child while the case is being settled.

4. On 19 June 1958 the General Counsel's office began to assist by handling the legal aspects of the case. On 8 July 1958 a representative of SR/2 and the General Counsel's office briefed a cleared lawyer on some of the legal problems connected with the adoption of AECAMUSO-3's son by his aunt in New York. The aunt is willing to use the help of our cleared lawyer and that of [] in Germany, although she has already given authority to Werner and one other Latvian in Germany. However, it appears as though the case should proceed smoothly toward adoption and immigration. To date no Agency connection has been mentioned to the aunt in New York, although she mentioned "American officers" several times in connection with the "mission" of her brother, AECAMUSO 3.

5. If the adoption of the boy and his immigration to the United States can be arranged, we will set up a trust fund of the money that is owed to AECAMUSO 3. This money will be paid out monthly for the support of the boy until he reaches his majority, at which time any remaining money will go to him in a lump sum. We will also pay any expenses required in the adoption and immigration of the boy.

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- C. The following steps are planned for the future:
1. After the case has been satisfactorily resolved a copy of [redacted] memorandum, together with this summary of the case, will be sent to the field with a request for the field's explanation of how the tragedy of the wife's death was permitted to happen. We will recommend that such cases in future be watched extremely carefully in order to prevent any repetitions.
 2. We will request the field to provide Headquarters with its complete set of contact reports on meetings with the wife and to fill in the file with all the facts that are now missing.

III. Summary

- A. Paragraph 2a of the reference memorandum states that "the Agency had assumed an obligation to look after the welfare of the agent's dependents while he was on a mission for the SR Division." In the strictly legal sense the Agency's only commitment was to provide monthly payments to the agent's wife and in case of the agent's death to pay his accumulated money and death benefits to the legal beneficiary. See paragraph I. A. above for the exact commitments. In a larger moral sense, of course, the Agency has a responsibility to care for the dependents of any man or woman sent on a dangerous assignment.
- B. Paragraph 2b of the reference memorandum states that "the agent's wife died of malnutrition and was given a pauper's funeral. The orphaned son is in need of care." While we do not yet have complete details of the causes of the wife's death, the latest information indicates that she died from acute alcoholism and a blood clot on the brain. The orphaned son's physical needs are being, through our support to him through Mrs. Werner, adequately provided for. His spiritual and psychological needs cannot be satisfied until the adoption and immigration proceedings have been completed.
- C. Paragraph 2c of the reference memorandum. "The nature of the dependents demise and the character of the funeral indicates gross failure to fulfill the Agency's obligation, if indeed, there was a clear commitment as the records appear to indicate." As pointed out in detail in the first section of this paper, there was indeed a clear commitment, as to monthly support of the agent's dependents and an informal commitment by the case officer to help the dependents to immigrate to the United States. As shown above, both of these commitments were fulfilled to the extent possible. The failure in this case was that

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apparently no one in the field kept a periodic check on the agent's wife and son to see that they were making an adequate and satisfactory use of the money and assistance being given to them, and to check if the sum given remained adequate. However to try to control the use of the money given by us would seem to be a gross intrusion of the wife's privacy and freedom of will, and therefore outside the bounds of the Agency's obligation. This is not to say, however, that the Agency does not have a responsibility toward the son, which is being fulfilled.

- D. Paragraph 2d of the reference. "Responsibility, if any, for the above failure should be clearly established." Although there was no failure to fulfill the Agency's formal obligation, we believe that the field was at fault in not checking the welfare of the dependents and not informing Headquarters regularly of their condition. Moreover, Headquarters is responsible for not insisting that the field keep it informed regularly of the condition of the dependents.
- E. Paragraph 2e of the reference. "The security and potentially adverse propaganda implications of this case should be identified and corrective action taken." The former is being done by obtaining medical reports and by devising a cover that will enable us to assist in the adoption proceedings without confirming United States Government complicity. To date there is no indication that the Soviets are attempting to exploit the situation.
- F. Paragraph 2f of the reference. "The welfare of the orphaned son should be assured." As described in some detail above, we are trying to assure the son's welfare by encouraging and assisting his aunt to adopt the boy. We are providing legal counsel to the sister in New York and to the son and his temporary guardian in Germany. While awaiting the conclusion of the adoption proceedings, we are paying the temporary guardian DM 250.00 a month for the support of the child. After adoption is accomplished we will assist the immigration of the boy to the United States by both legal and financial aid. We will then arrange the amount that we owe AECAMUSO-3, which is about \$15,000.00, to be made available for the son's benefit, either through a trust fund, monthly payments from a bank, or some other device that will protect his interests.