

# Aid to the Fighting Men

## *Does the Soldiers and Sailors Relief Act Offer Adequate Protection?*

BY ROBERT F. HARWELL OF HOUSTON

The Soldiers and Sailors Relief Act of 1940 has been out of date since Pearl Harbor. Circumstances demand its amendment for protection of the many men who made purchases after October 17, 1940, in the confident belief that they would not go into military service.

The first selective service registration occurred about the same time that the act was passed. Men classified as 1-A and subject to immediate call were confronted with numerous problems in connection with their civil obligations. Many of them were purchasing businesses, homes, cars, furniture, and other paraphernalia of living, under some character of mortgage, conditional sales contract, or deed of trust.

The Houston Senior and Junior Bar Associations recognized the Soldiers and Sailors Relief Act as a means of doing a worthwhile public service. I have had the privilege—and it has been a privilege—to be chairman of a committee of nine local lawyers who have given unceasingly of their time to the assistance of draftees and enlisted men who have problems under that act.

In talking with more than two thousand of these men, their families, or their dependents, we have seen many interesting, and often pathetic, situations arise. So far our batting average has been 1,000. After the first few hectic months of trying to appeal to the patriotic decency of the various mortgagees, we have received the almost unanimous cooperation of the local lenders, finance companies, loan companies, and banks of the city.

When the Pearl Harbor incident occurred, we did not have to make any further patriotic appeals. The Japs did it for us!

We soon learned that one of our greatest responsibilities was to educate the public as to the provisions of this act and to neutralize much misinformation about its effects. Many persons were—and many persons still are—under the impression that the act is a moratorium. The courts have uniformly held that it is not a moratorium, but is intended merely to throw up certain safeguards between the mortgagee and the mortgagor, or the finance company and the draftee. Its purpose is to make certain that the man in military service may be protected on his civil obligations when his ability to pay has been adversely affected by his military service.

On the premise that morale is as important as ammunition to a man in the armed forces, the bar has done much, and the bar

can do more, to help the man in service to leave his home, loved ones, and possessions with a reasonably comfortable feeling about them.

Our present Soldiers and Sailors Relief Act is a reenactment for the most part of the Soldiers and Sailors Relief Act of 1918. The courts have held that the decisions under the 1918 act shall serve as precedents in deciding cases under the present act. The 1940 act provides that a man going into military service is in a measure, and in a measure only, protected by the courts against repossession or foreclosure of his property, provided the contract, mortgage, deed of trust, conditional sales contract, or chattel mortgage, was executed before October 17, 1940.

I have talked with dozens of men who were released from the Army under the 28-year-old ruling, or men who were classified 3-A in the first draft, or those who failed their physical examination, and who felt justifiably confident that they would not be called into military service for several years, if ever.

An osteopath, 29 years of age, went into service before Pearl Harbor. Two months later, still before Pearl Harbor, he was honorably discharged because he was more than 28 years old. Returning to Houston, he decided to buy a small clinic. He borrowed every dime he could, mortgaged his automobile, and became indebted to a local bank for several thousand dollars. With the money he purchased his clinic.

Shortly after Pearl Harbor he was notified on Monday to report to New Mexico, where he had been discharged, by not later than the following Thursday night. Monday afternoon he came to my office and explained his predicament. Each of his notes and mortgages was dated after October 17, 1940. Unfortunately, his mortgagees were not quite so patriotic as he, and refused to show him any consideration. I had to explain to that man that he had no protection whatever under the act.

He left my office with a grin on his face that only partially covered his deep hurt, and with these words:

“Well, that is the way it is, but I still believe I will make Uncle Sam a good soldier.”

That is not an isolated case. It is typical of many cases which we have had lately.

The word, “relief,” as used in the Soldiers and Sailors Relief Act, is not appropriate. These men do not ask for relief in its

usual sense, nor do they want it. They ask only for tolerance until they can protect the equities which they have established in their property. Out of the hundreds of men with whom I have talked, I can point to only one who wanted something for nothing. I can say sincerely that their attitude is inspiring and far from depressed.

They know that they cannot keep their good faith commitments and pay their obligations on \$21 a month, or on \$42 a month. They do not ask for more money, but they do ask adequate protection on their obligations.

What does this have to do with us as individual lawyers, or with the bar as a whole? In the first place, your community offers you a real opportunity for legal assistance to service men and their families. They will offer to pay you for it—in most cases the fee will be earned—but I urge that we not overlook this opportunity to do a real public service to real Americans in a vitally important and helpful manner. Unlike most free legal service, that help will be genuinely appreciated by that soldier, sailor or marine.

Secondly, may I suggest that, if you have not done so, you read the Soldiers and Sailors Relief Act before the sun goes down tomorrow? If you agree that it should be amended so that its benefits may be equitable and appropriate to war conditions, add your voice to the voices of many others who have urged Congress to bring it up to date.

The Senate recently proposed a bill to protect only those men who are buying homes under the Federal Housing Authority. Manifestly, that is not equitable. A man in the Army is not instructed to fire on a Jap according to whether he is buying a house on F.H.A. or under a conventional loan.

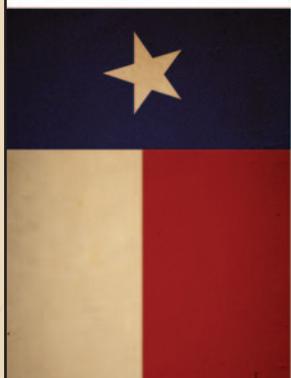
Though as lawyers we do not know how to make a tank, a shell, or an airplane, we are, nevertheless, looking into the face of one of the greatest opportunities the bar will ever have to earn its place in the affections and confidence of the public at large.

If we do this job as it should be done, I, for one, will be even more proud to be a member of the bar. We cannot afford to do less.

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