

Memo to Files

Robert S. Stone, M. D.

Health

See p. 3 - JB
"endless lawsuits haunted the military"

8/17/45

- 3. Col. K. Nichols
- 4. M. D. Whitaker
- 5. F. Daniels
- 6. R. S. Stone (Chg)
- 7. R. S. Stone (CL)
- 8. Central File

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Col. Stafford L. Warren's memo entitled "Purposes and Limitations of the Biological and Health-Physics Program."

I have just had occasion to read a "Memo to the Files" by Col. Warren on the above subject. I agree with the general conclusions which he reaches but disagree to a marked extent with many of the statements made.

Col. Warren obviously intends to include the work of the Metallurgical Project in this document and yet in paragraph one he states that he is writing about the work "conducted by, at the request of, or under the supervision of the Manhattan District". May I point out that the medical and biological work of the Metallurgical Project comes under none of these categories. The specific wording of the contract makes it clear that the studies are to be initiated by and conducted by the contractor and that the Manhattan District as the contracting officer simply approves or disapproves of what is proposed. Specifically, the wording of the contract is, "The contractor shall further procure the necessary personnel and conduct such studies and investigations with respect to the medical and biological problems related to or arising out of the development or use of the process as may be necessary or advisable in the judgment of the contractor and shall institute and maintain in the operation of the plant such medical, health and preventive measures as from time to time it may deem advisable, subject to the approval of the contracting officer."

Paragraph two states that at the inception of the biological research program, "under the scope of the Manhattan District program the immediate objectives were not clearly defined..." May I point out for the purposes of the record that the Biological and Health-Physics program of the Metallurgical Project started in 1942 while under the OSRD, being organized in August of that year. It was well defined when the Manhattan District took over the contract on May 1st, 1943. It might also be

✓ E.T.

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Metallurgical Project

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pointed out that certain plants were producing Uranium under sub-contract to the University of Chicago and the rules for safe operation and routine medical procedure of these did not change in essentials from those established under the Metallurgical Laboratory regime when the District took over the contracts and responsibilities.

In paragraph 3 it is stated that "a careful review of the current biological program was indicated". May I point out that a careful review of the biological program was a continuously occurring process in the Metallurgical Project. The same paragraph goes on to say that in addition it was essential to correlate it with the direct winning of the war. I would like to

say here that when the University of Chicago accepted the responsibility for its part of the D.S.M. program, it insisted that as one of the terms of agreement the Army should allow it to do the biological and medical research work which it felt was necessary because of its moral obligation to the personnel and the community. In one sense this might be looked upon as part of the price which the University required for accepting the great responsibility which it did (and for which the Army has now taken credit). The moral medical responsibility of the University will extend far beyond the war period.

In paragraph 4 is repeated the much over-stated idea that the Directive of Manhattan District is to conduct operations which will be useful in winning the present war. At the time this statement was written, no one had any reason to know how long the war would last, one year or ten, and therefore any program connected with the needs of the nucleonics field was justified. As a matter of fact the Manhattan District had approved the 1945-46 programs of the Metallurgical Laboratory and Clinton Laboratories which were looking toward the future welfare of the nation. There was certainly as much reason to look into the future medical welfare of the nation as any other part of the field of nucleonics.

In paragraph 7 we again come upon the fact that the Manhattan District medical office apparently thinks that the biological research is being conducted by the Manhattan District. Possibly the wording was mis-stated. It should have read, "The special biological research conducted for the Manhattan District by its contractors". In continuing this sentence it is stated that the program should be supervised by authorized representatives of the Manhattan District. In the contract under which this work was done there was no statement that it was to be supervised by the Manhattan District and had such a statement been included the Associate Project Director for Health and the great majority of the top men in the health program would not have remained in the Metallurgical Project. We were working for the University of Chicago and responsible to Mr. Compton alone. This was thoroughly explained to Col. Marshall at the time the Manhattan District medical office was established. It was my understanding that the Manhattan District medical office was advisory to the District Engineer and in that capacity would serve to advise him as to whether he should approve or disapprove the health programs submitted.

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by the Metallurgical Project. However, since the contract stated that the "judgment of the contractor" was to be the guiding factor, it seems that the function of the contracting officer was mainly to interpret whether the program fell within the limits of the contract or not. I therefore disagree entirely with the sentences of paragraph 7 in so far as they refer to supervision.

Paragraph 9 outlining the general over-all view does not completely cover the program since it omits experimental work aimed at trying to find methods of therapy for over-exposed personnel (over-exposed to either radiations or chemicals). It does not clearly state that experiments are to be conducted for the purpose of detecting incipient damage in the personnel, unless that can be included in sub-paragraph "c". Sub-paragraph "d" is to my mind wrong. I do not believe that any research should be done to "strengthen the Government interests" from the medico-legal point of view. Research should be done to establish the facts. If these are in the employee's interests they should be done equally as much as if they are in the Government's interests, because the two interests should be the same. No biological investigation should be carried on from a purely medico-legal standpoint. If the health and welfare of the workers' are the main objects, the medico-legal aspect is automatically taken care of.

I wish to record these statements because it is apparent from the document being reviewed that there is a fundamental difference of opinion on many of the matters concerned. We appreciate the help that the Manhattan District medical office has been to us in expediting many matters. This has been their proper function. We do not believe that the program done by us has been suggested by, supervised by, or in any way directed by the Manhattan District. It originated under the OSRD, was well advanced when the Manhattan District took over and has been conducted along the lines laid out for it when it was accepted by the District. Of course, as in all Army contracts it had to be approved by the "contracting officer" as coming within the scope of the District activities.

The contents of this letter apply of course only to the Metallurgical Project. The writer does not have any detailed knowledge concerning the other projects and their manufacturing concerns which have been under the Manhattan District.

With Col. Warren, I believe the program has been justified by the results obtained - but much remains to be done.

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BSS/r

MANHATTAN DISTRICT
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