

## CLAIM OF AKIRA HIRATA

[No. 146-35-1786. Decided August 25, 1950]

## FINDINGS OF FACT

This claim, in the amount of \$216.51, was received by the Attorney General on March 22, 1949. It involves a loss on the sale of a 1937 Deluxe Plymouth business coupe, which claimant was buying on the time payment plan. The claimant was born in South Pasadena, California, on December 26, 1914, of Japanese parents, and at no time since December 7, 1941, has he gone to Japan. At the time of his evacuation, claimant was married to Miyoshi Hirata, who was born September 16, 1919, in Pasadena, California, of Japanese parents. Miyoshi Hirata was evacuated with her husband on May 1, 1942. She has never at any time since December 7, 1941, gone to Japan and has never been interned. On December 7, 1941, and for some time prior thereto claimant actually resided at 3012 South Western Avenue, Los Angeles, California, and was living at that address when he was evacuated on May 1, 1942, and sent to Santa Anita Assembly Center, Arcadia, California, and from there to Poston Relocation Center, Poston, Arizona. Claimant was aware of the fact that he could not take the automobile to the Relocation Center with him. A few days prior to his evacuation, he asked one Unoki, of the Asahi Motor Sales Company, to sell his car for him. Claimant drove his car until the day before his evacuation when Unoki advised him that he had a purchaser for his car and gave him \$25. Claimant turned his car over to Unoki and never received any additional money from the sale of the car. He did not know whether the \$25 represented the sale price of the car or whether Unoki later sold it for more, and there

is no evidence to show whether it was sold for more. The total purchase price of claimant's car was \$504.93, including tax, insurance and interest. At the time claimant turned the car over to Unoki, he owed a balance of \$154.42 on it. The fair and reasonable value of claimant's car at the time of his evacuation was \$395.93. At that time there prevailed a condition wherein there was no free market upon which claimant could have disposed of his equity in his automobile at a reasonable valuation and the claimant acted reasonably under the circumstances in turning his automobile over to Unoki.

#### REASONS FOR DECISION

The evidence submitted by claimant in his sworn statement is entitled to weight. The investigation discloses no evidence discrediting his testimony. The claimant presented for examination the original conditional sales contract dated March 19, 1941, evidencing the purchase of the subject automobile. The contract was signed by M. Tada, president of the Asahi Motor Sales Company and required a down payment of \$107.85 and 18 monthly payments at the rate of \$22.06 per month beginning April 19, 1941. On April 30, 1942, claimant delivered his automobile to Unoki, who gave him \$25 and advised that he had found a purchaser for the car. At that time there was an unpaid balance of \$154.42 on the automobile, including interest and insurance. In view of the compelling circumstances existing at the time of his evacuation and inasmuch as there existed no free market upon which he could have sold the automobile at a fair and reasonable price, the claimant acted in a reasonable manner in delivering his automobile to Unoki, the salesman, for \$25. In April 1942, the blue book value of cars of the type in question was \$415. This blue book value of \$415 is only an average value of cars of the type in question. Accordingly, the actual value of claimant's car might be above or below the blue book value, depend-

ing on its general condition. Claimant's statement of claim in the amount of \$216.51 is in the nature of a statement against interest. As such it has value as his estimate of his loss, based on his personal knowledge of the actual state of the car. The fair value of the car may be easily determined, therefore, by adding the amount owed on it (\$154.42), the amount received on sale (\$25), and the amount claimed as the loss on sale of the car (\$216.51), making a total of \$395.93. This sum of \$395.93, therefore, since it bears a reasonable relation to the blue book value of \$415, must be taken as representing the fair and reasonable value of the car on the date of the sale. This sum must be reduced, to determine claimant's loss, by the amount owed on the car, plus the amount received on sale, or by \$179.42, leaving an uncompensated balance of \$216.51, which the claimant is entitled to receive under the above-mentioned Act as compensation for loss of personal property as a reasonable and natural consequence of his evacuation. Such a loss on sale, on the facts found, is allowable. *Toshi Shimomaye, ante*, p. 1. The claimant's wife, Miyoshi Hirata, although eligible to claim under the Act, has filed no separate claim. This claim includes, therefore, all interest of the marital community in the subject property. *Tokutaro Hata, ante*, p. 21.