

CLAIM OF KAZUTO IMANAKA

[No. 146-35-2042. Decided September 26, 1950]

FINDINGS OF FACT

This claim, in the amount of \$588.50, was received by the Attorney General on March 30, 1949. The claim involves loss of personal property consisting of household furniture and fixtures, 50 volumes of Japanese books, and a canvas truck cover. Claimant was born in Japan on January 7, 1906, of Japanese parents. At no time since December 7, 1941, has claimant gone to Japan. On December 7, 1941, and for some time prior thereto, claimant resided in a rural community at a place designated as Route 3, Box 86-A, Watsonville, California, and was living at Route 1, Box 137, Watsonville, when evacuated on April 29, 1942, under military orders pursuant to Executive Order No. 9066, to Salinas Assembly Center, Salinas, California, and thence to Poston Relocation Center, Poston, Arizona, and from there to Heart Mountain Relocation Center, Wyoming. Claimant could not take his above-described property with him to the relocation center and a few days before his evacuation he stored it under lock and key in an old "shack" belonging to a Caucasian living in Aptos, California, a rural community nearby, having received the latter's permission to do so. While at the relocation center, claimant wrote the owner of the shack three letters in reference to his property but received no reply. Claimant was released from the relocation center in July 1945, and went to work in Corona, California, several hundred miles removed from Aptos, the place where his property was stored. Because of the requirements of his work and the considerable distance involved, claimant was unable to

go to Aptos until well over a year later when he made a special trip to recover his property. Upon his arrival, claimant found that the lock which he had placed on the door of the shack at the time he stored the property had been broken, and that the bulk of his property, including all items of substantial value, was missing, while the remainder had completely rotted due to leakage from the roof. Claimant made inquiry concerning his missing property, but the inquiry proved fruitless and he has never recovered any of the items. Claimant would not have stored his property but for his evacuation. Claimant's original storage of his property and his subsequent conduct in reference thereto was reasonable in the circumstances. The fair and reasonable value of claimant's property at the time of his evacuation was \$222.50. Claimant, presently married, was unmarried at the time of his evacuation and the sole owner of the property involved. Claimant's loss has not been compensated for by insurance or otherwise.

REASONS FOR DECISION

The evidence of claimant's loss consists of his sworn statements. The investigation has revealed nothing contradictory of this material and it accordingly stands unrebutted. A valuation of claimant's property as of the time of his evacuation in the amount of \$222.50 is reasonable. It has been found as a fact that claimant would not have stored his property but for his evacuation, that his act of storing as well as his subsequent conduct was reasonable in the circumstances, and that his loss was occasioned by the intervention of theft with respect to the bulk of his property and the defective condition of the storage repository with respect to the remainder. That the loss from the theft is allowable on such findings of fact is, of course, now settled. *Akiko Yagi, ante*, p. 11. As appears from the latter adjudication, compensability stems from the fact that the situation giving rise to the

loss would not have occurred but for the evacuation. This being the case, it is clear, on the facts found, that claimant's loss due to the defective condition of the storage repository is likewise allowable. Had claimant not been evacuated, he would not have had to store his goods, an act reasonable in the circumstances, and they would not have been exposed to the roof leakage which effected their complete rotting. In light of the foregoing, claimant is entitled to receive the sum of \$222.50 under the above-mentioned Act as compensation for loss of personal property as a reasonable and natural consequence of his evacuation.