

CLAIM OF TETSUKO KIKUCHI

[No. 146-35-3135. Decided January 18, 1951]

FINDINGS OF FACT

This claim, timely received, alleges loss through forced sale and abandonment, including constructive abandonment by involuntary "gift," together with loss of property placed in the custody of WRA. The averments in the claim as to the amount of loss sustained on the transactions and occurrences alleged are unusual in character. Thus, with respect to two of the items involved in the allegation of loss through forced sale, namely, an automobile and piano, claimant uses "plus" signs in designating valuation at time of loss, stating she valued the automobile at "250.00+" and the piano at "125.00+." Again, for certain items allegedly disposed of through involuntary "gift" and constructive abandonment, claimant gives no valuation whatsoever but merely uses question marks. Claimant was born in California on June 1, 1920, of Japanese parents, and has at no time since December 7, 1941, gone to Japan. On December 7, 1941, and for some time prior thereto, claimant actually resided in the rural community of Brawley, California, at a place designated as P. O. Box 1417, from which address she was evacuated on May 19, 1942, under military orders pursuant to Executive Order No. 9066, to the Poston Relocation Center, Poston, Arizona. At the time of her evacuation, claimant, then unmarried, was possessed of an automobile and bicycle, together with a considerable amount of household furniture and effects, all of which property, with the exception of the bicycle, she had acquired only a short time before through the demise of both her parents. Claimant stored as much of her household goods as space made

available to her at a local church would permit. The storage space thus available was most limited, however, and could accommodate only a portion of claimant's property, necessitating other modes of disposition for the remainder. Claimant accordingly undertook to sell the property that she could not store together with the automobile and bicycle. Her efforts were successful in part and she succeeded in selling the automobile and bicycle, and also her piano, Singer sewing machine, and book case. No free market was available to her for disposing of the items at their then fair value, namely, \$652, and claimant received only \$202 from their sale, with resultant loss of \$450. Despite her dispositions by storage and sale, claimant still had left certain dining room and bedroom furniture, then fairly worth \$50, for which she could find no purchaser and which she could not store because of lack of storage facilities. In consequence of these facts, claimant abandoned the dining room furniture and made a "gift" of the bedroom furniture under circumstances tantamount to abandonment. While claimant was at the relocation center, she turned over a radio to the WRA to be repaired. The radio, the then fair value of which was \$25, was never returned to claimant, being lost while still in the custody of WRA. Claimant's several acts of disposition were reasonable in the circumstances and the loss of her radio by WRA was in no way imputable to conduct on her part. The losses involved have not been compensated for by insurance or otherwise.

REASONS FOR DECISION

The only novel question presented by the instant case is the effect of claimant's use of "plus" signs and question marks in designating the amount of her loss on certain of the items involved. The problem lends itself to ready solution. That claimant's "plus" signs constitute a reservation of right is obvious. Again, that the question marks represent the equivalent of a general averment of loss in

such amount as the evidence may establish, is equally clear. Finally, that a claim may be amended to amplify or correct matters of particularity, admits of no dispute. *Shigemi Orimoto, ante*, p. 103, and *Yasuhei Nagashima, ante*, p. 135, together with authorities there cited. It accordingly follows that claimant's allegations are legally sufficient, and claimant is entitled to compensation thereon in the amounts established by the evidence.

The remaining aspects of the case offer no problem, the statutory cognizability of losses such as those here involved being now settled. For the respective bases of compensability, see *Toshi Shimomaye ante*, p. 1, for the sale; *Usasuke Charlie Yamamoto, ante*, p. 55, and *Frank Tokuhei Kaku, ante*, p. 29, the abandonment; *George Tsuda, ante*, p. 90, the involuntary "gift" or constructive abandonment; *Yasuhei Nagashima, supra*, the WRA phase.