

CLAIM OF SUETATSU HATAMOTO

[No. 146-35-344. Decided December 29, 1950]

FINDINGS OF FACT

This claim, timely received, is for moneys expended on preevacuation purchases, loss through theft of stored goods, expenditures for dental treatment, together with hotel and travel expenses incurred as a necessary incident thereof, monies expended on railroad fares from Salt Lake City to San Francisco after the evacuation, and premiums paid by claimant for insuring his property against fire at the relocation center. The claim, in the amount of \$1,564.50, originally also included allegations of loss of anticipated earnings and loss on sale of a shortwave radio but these items, totaling \$1,135, were subsequently withdrawn by claimant of his own volition. Claimant was born in Japan of Japanese parents and has not returned to Japan at any time since December 7, 1941. On the latter date, also for some time prior thereto, claimant actually resided in Atherton, San Mateo County, California, P. O. Box 71, from which address he was evacuated on May 8, 1942, under military orders pursuant to Executive Order 9066, to the Tanforan Assembly Center and from there, later, to the Central Utah Relocation Center at Topaz, Utah. At the time of his evacuation, claimant was employed as a cook by a private family, living on the premises and being supplied by his employer with linens, bedding, towels and other household accessories. Being advised on reporting for instructions at the Civil Control Station that he would require such articles, together with heavy-duty clothing at his place of relocation and having no such property of his own, claimant proceeded to purchase sheets, pillowcases, bath towels, blankets, a straw-

woven suitcase, two pairs of heavy work shoes, and two pairs of blue jeans, all of which items he took with him to the relocation center. Claimant would not have made these purchases but for his evacuation and the advice given him at the Control Station, and his action was reasonable in the circumstances. In addition to his preevacuation purchases, shortly before his evacuation claimant placed certain personal effects having a then fair value of \$32.60 in a trunk which he locked securely and stored in a local Buddhist temple. The temple had been recommended to him as a safe place for storage and claimant had been given to understand that a watchman would be in constant attendance. Claimant's act of storing his property at the temple was therefore reasonable in the circumstances. While claimant was at the relocation center, the temple was burglarized, his trunk broken into, and the contents thereof removed. The burglary was reported to the police but the thieves were never apprehended and claimant has never recovered any of the items.

Shortly after his arrival at the relocation center, claimant was urged by a salesman representing a local bank to protect his property at the center against possible loss through fire by taking out fire insurance. Claimant had never carried fire insurance on his personal possessions before but felt that because the barracks in which he and the other evacuees were living were of flimsy construction and badly overcrowded the danger of fire was considerable and insurance necessary. In consequence of these facts, claimant obtained a \$500 fire insurance policy from the local bank, paying an annual premium of \$2.50 therefor. Claimant continued the policy for the entire 3-year period of his stay at the relocation center at a total cost of \$7.50. The action was reasonable in the circumstances.

In March 1943, approximately 6 months after his arrival at the relocation center, claimant's lower dental plate cracked and could no longer be used. The cracking was not due to any accident at the center or any condition peculiar to center life but represented the result of normal

deterioration and use. Because there were no facilities for providing claimant with a new plate at the relocation center, he was granted leave to go to Ogden, Utah, for this purpose, claimant to bear all expenses involved out of his own funds. Claimant availed himself of this leave and went to Ogden where he obtained a new plate at a cost of \$72. In addition to this latter outlay, claimant likewise expended \$37 for food, travel, and hotel bills necessarily involved.

After claimant had been at the relocation center for approximately 3 years, he was granted leave to go to Salt Lake City to obtain employment. Claimant remained at Salt Lake City until March 1947 when his job terminated and he returned to San Francisco, expending \$21 on railroad fares. Claimant had attempted to obtain the fare money before leaving Salt Lake City but had found that the WRA office there had been closed. Upon arriving in San Francisco, claimant went at once to the local WRA office and requested payment but was informed that the practice of making such payments had been discontinued only a few days before.

Claimant has never married and was sole owner of all property involved, and his losses have not been compensated for by insurance or otherwise.

REASONS FOR DECISION

Claimant's \$32.60 loss from the theft of his stored goods is compensable. *Akiko Yagi, ante*, p. 11; *Kazuto Imanaka, ante*, p. 35. The \$7.50 expended by claimant for insuring his property against fire at the relocation center is likewise compensable. That this expenditure represented a natural consequence of claimant's evacuation is manifest from the fact that but for his evacuation claimant's property would not have been exposed to the fire hazard existing at the center. Cf. *Yagi and Imanaka, supra*. Again, that the expenditure is statutorily cognizable is plain from the fact that it represented "a loss incurred to prevent a greater loss" since its purpose was

to indemnify claimant against property damage or loss that might result from the outbreak of fire at the relocation center. In view of these facts and claimant having acted reasonably in the circumstances, compensability necessarily follows. Cf. *Frank Kiyoshi Oshima, ante*, p. 24; *Kinjiro and Take Nagamine, ante*, p. 78. Claimant's remaining disbursements and expenditures are not allowable, however. *Mary Sogawa, ante*, p. 126. It should be noted, in this connection, that no question of loss from the cracking of the old plate is involved since claimant acknowledges that the cracking was in no way attributable to his evacuation.