

CLAIM OF GEORGE SHIINO

[No. 146-35-726. Decided January 23, 1951]

FINDINGS OF FACT

1. This claim, in the amount of \$1,025, was received by the Attorney General on February 21, 1949. Claimant was a florist. This claim involves losses of household furnishings and an ice box, desk and light fixtures used in claimant's florist shop, automobile, florist supplies, and a neon sign. Claimant has never been married at any time. Claimant was the owner of the automobile and the florist shop. The claimant was born in Los Angeles, California, on September 7, 1914, 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, he resided at 1133½ West Washington Street, Los Angeles, California, from which address he was evacuated May 1, 1942, under military orders pursuant to Executive Order No. 9066, dated February 19, 1942, and sent to the Granada Relocation Center, Amache, Colorado.

2. Claimant was unable to take the above-mentioned property with him when he was evacuated. In April 1942, immediately prior to his evacuation, claimant sold the ice box, desk, and fluorescent light fixtures used in his florist shop for \$25. The articles had a reasonable value at that time of \$65. While on leave from the relocation center, at Kansas City, claimant arranged for the sale of his automobile and sold it in 1943 for \$850. The reasonable value of his car at that time was \$1,300. At the time of claimant's evacuation, no free market existed on which he could have disposed of his property at a reasonable price and he acted reasonably in the circumstances.

3. With the permission of the owner of the lot on which the florist shop stood, claimant stored the florist shop supplies and neon sign in the garage at the rear of the lot. On his return he recovered them and sold them.

4. His loss on sale of the florist shop fixtures was \$40 and on the car \$450, none of which was compensated for by insurance or otherwise.

REASONS FOR DECISION

Claimant was eligible to claim and was unmarried.

On the facts found in paragraph 2, the loss on certain property sold was allowable, *Toshi Shimomaye, ante*, p. 1. As to the household furniture, claimant stated that it was bought by his father and "turned over to me when I took over the shop" (Affidavit, p. 5), but no evidence whatsoever appears of its value, the price that it brought, or how it was sold save "by various members of the family to strangers when they were in the neighborhood in 1942" (Affidavit, p. 5). No loss on it can in these circumstances be allowed.

The neon sign, florist supplies, baskets, jars, and vases are not allowable. The neon sign was also bought by claimant's father (Affidavit, p. 4), but claimant states that the florist shop was turned over to him in 1938 by his father and "from that time on * * * it was operated in my name and owned by me" (Affidavit, p. 3). These things on claimant's admission, however, were all stored and sold after his return from the relocation center. He was then selling in a free market and unaffected by the compulsion of evacuation, actual or impending, and consequently any loss sustained on sale cannot be said to be a "natural" consequence of his evacuation. *Seiji Bando, ante*, p. 68; *Shuzo Kumano, ante*, p. 148.