

CLAIM OF HARUE YOSHIDA

[No. 146-35-3112. Decided August 20, 1951]

FINDINGS OF FACT

* * * * *

During the latter part of 1944 and the early part of 1945, claimant, because of her ill health and fear of returning to Tacoma, offered the furniture in place in the rooming house for sale to Mrs. Louise Baker. It was the custom of the trade to sell apartment house furniture in this way although the tenant had only a month-to-month tenancy. In February or March 1945, Mrs. Baker offered the claimant \$1,500, to be paid at the rate of \$50 a month or alternatively \$500 in cash for the furniture. Claimant was advised by a War Relocation Authority property officer to accept the cash offer since by reason of her ill health she might die before receiving the final payment under the monthly payment scheme. The rooming house furniture had a fair and reasonable value of \$1,200 at the time of its sale in the spring of 1945. Claimant accepted the cash offer of \$500 and the sale was effected at that price. The claim here is for the difference between the cash offer and \$1,200, or \$700.

* * * * *

REASONS FOR DECISION

* * * * *

* * * Undoubtedly claimant was entitled to payment for losses sustained as a reasonable and natural consequence of her evacuation or exclusion. When the exclusion orders had been rescinded, however, and claimant was free to return to Tacoma, she had actually sustained no loss of the property. If she had decided at

that point to keep the property, no loss would ever have been sustained. But she decided to sell. As was pointed out in *Shuzo Kumano, ante*, p. 148, and in *George Shiino, ante*, p. 160, after evacuation the conditions of no free market which had existed before the evacuation no longer obtained, nor was there any compulsion at this time to sell. Consequently, any loss on sale sustained at this time cannot be said to be a "natural" consequence of her evacuation. *Seiji Bando, ante*, p. 68. Moreover, in the instant case, claimant could have sold the property for its fair value on a deferred-payment basis but chose to take a cash settlement. This she did only after mature consideration and for reasons which had no relation whatsoever to her evacuation. These reasons were her age and state of health. She might not have sold at all, perhaps, or she might have had better opportunities to sell had she never been evacuated, but the Statute does not authorize such speculation. The salient and ineluctable fact is that her reason for the cash sale, insofar as the record shows, was unrelated to her evacuation; no more so, for instance, than was the decision of the barber in *Kumano's case, supra*, that he was too old to resume his trade after his return from evacuation and so sold his barber chairs at a loss. This being so, claimant's decision cannot be said to have been a reasonable and natural consequence of her evacuation and this conclusion requires disallowance of the loss claimed.