

WAR DEPARTMENT BOARD OF APPRAISERS
Munitions Bldg., 19th & B Sts.,
Washington, D.C.

File No. 279 R/E
Case under G.O. 39, W.D. 1919.

May 14, 1919.

In the matter of the claim of J.C.Lanford,)
Spartanburg, S.C. for alleged damages to)
a certain tract of land by reason of its) REPORT.
occupancy by United States troops in 1918)
and to January 31, 1919.)

1. The facts in this case are as follows:

J.C.Lanford is the owner in fee simple of a certain tract of land containing 150 acres situated in the County of Spartanburg, S.C., and this is the same tract referred to in a certain condemnation proceedings, entitled "The United States of America versus a certain tract of land known as the J.C.Lanford tract."

2. This case was tried and determined in a United States District Court in and for the western District of South Carolina on or about the 15th day of August, 1918. Certain issues were submitted to the jury for their special findings. Amongst others, these questions were determined as follows:

Number of cords of wood on the stump at the time of occupation by United States troops, 1929.

Market value of same on stump, \$3.00 per cord.

Reasonable marketable value of buildings at that time: One and one-half story building, \$400.; barn, \$50.00; frame metal roofed dwelling, \$600.00; frame metal roofed barn, \$250.00.

Damages that have been sustained and will be sustained by owner or owners of the land to the land, exclusive of timber and buildings, because of its occupancy by the military forces of the United States, \$20.00 per acre.

Fair rental value of land per annum; \$20.00 per year per acre on cleared land, \$3.00 per acre per year on wooded land, and when woodland is cleared, the land shall be \$20.00 per acre; and that there are now 75 acres cleared land and 75 acres woodland.

Fair rental value if land is vacated after April in any year, \$20.00 per acre.

What was the value of the wheat crop of owner destroyed? \$300.00.

The reasonable rental value per month where the Government rents the land, if the land is given up before the first day of April, \$2.00 per acre per month.

And the order of the Court states as follows: (a) That the findings

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of the said jury and answers to said issues be and the same hereby are in all respects confirmed and made the judgment of the Court.

(b) It is further ordered that the said J.C.Lanford have leave to enter judgment immediately against the United States of America for the sum of \$1162.50 for the following items, to wit:

Wheat crop destroyed by United States forces,	\$300.00
Half the rental value of 150 acres of land for the year 1918,	
	<u>862.50</u>
Total	\$1162.50

When the matter of the buildings on the said place is submitted to a jury, the defendants shall also have the right to submit to the jury the damages to his orchard and barbed wire fence.

3. It will be noted that while the jury fixed certain values, the judgment of the Court was for one-half year's rent for 1918, and damages to land at \$20.00 per acre " that have been sustained and will be sustained by the owner or owners of the land, to the land, exclusive of timber and buildings, because of its occupancy by the military forces of the United States."

4. A Board of Officers was appointed by paragraph 9, S.O. 2, headquarters Camp Wadsworth, S.C., January 22, 1919, "to investigate and report upon the amount of all possible damage claims which may be asserted against the Government by owners of the land leased for the Camp, because of damages sustained by reason of the Government's occupation of their land, erection of buildings thereon, cutting of timber, laying of roads, water pipes or sewers, construction of trenches or rifle ranges, or by reason of other acts of the Government upon their lands." This Board had before it a photostatic copy of the order of the United States District Court and the findings of the jury in the aforesaid proceedings, and with the owner went over the lands in question. The Board found as follows:

"From the findings of the jury and the order of judgment by the Court, it appeared that the following items had already been determined:

Land damaged, 150 acres at \$20.00 per acre,	\$3000.00
Rent of 75 acres for the last half of 1918, determined but not included in the judgment,	750.00
Rent of 75 acres of timber land, the same as the above,	112.50
Rent for the month of January, 1919, as set out in the decree,	300.00

The jury also fixed the value of the timber taken from the land at \$3.00 per cord, and fixed the amount of timber upon the land as 1925 cords. It further fixed the value of the several

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buildings on the said land as follows:

One - one and one-half story house,	\$400.00
One - barn,	50.00
Framed, metal-roofed building,	600.00
Framed, metal-roofed barn,	250.00

The Board then taking into consideration these findings of the Court and the jury and also Mr. Lanford's claim for proportionate damages to the houses and barns and for actual damages by reason of the taking of timber from the land, finds that the gross amount of claims for damages, exclusive of rent of lands, to be itemized as follows:

Damage to the tinued-roofed house,	\$ 350.00
Damage to the barn in connection to the said house, completely destroyed,	250.00
Damage to well on the same property	25.00
Damage to the other house, /	100.00
Damage to the barn, completely destroyed	50.00
952½ cords of wood cut and removed from the land	2887.50
Damage to the land, 150 acres at \$20.00 per acre as determined by the jury	3000.00
Damage to the wire fence,	<u>100.00</u>
Making a total of	\$6762.50

In addition to this, the Board finds that subsequent to the proceedings in condemnation there was a road cut through Mr. Lanford's land, about 5000 ft. in length and about 70 ft. in width, the same being graded and crowned, as a permanent road, so as to make an entrance from the National Highway to Camp Wadsworth, S.C. This road was not, as far as the Board can find, taken into consideration at the time that the jury made its findings. The damage to Mr. Lanford by reason of this road would be considerable, and would approximate about Fifteen Hundred (\$1500.00) Dollars, which would bring the total of damages which the Board believes Mr. Lanford could legitimately claim, to the sum of \$8262.50, exclusive of the rent which would be due to Mr. Lanford for the last half of 1918, and the month of January, 1919.

However, the Board was of the opinion that the damage assessed by the jury to the land was speculative, and contemplated the complete occupation by troops for a long period of time, and was therefore excessive and not a fair valuation.

The Board finds, however, that troops did occupy about 75 acres of the land for a period of time, approximately three months, during the year 1918, and some damage was occasioned thereby. Upon carefully going over the items above noted

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with Mr. Lanford, the Board advises that the reasonable damage to said property by reason of all acts of the Government, including occupation by troops, laying of water pipes and sewer pipes, erection of poles, laying of roads and the cutting of timber, was itemized as follows:

Damage to the tinned-roofed house,	\$ 250.00
Damage to the barn, destroyed,	200.00
Damage to the well,	25.00
Damage to the 1½ story house,	100.00
Damage to the barn in connection therewith, destroyed,	50.00
Wire fencing destroyed	100.00
Timber cut and removed, 962½ cords at \$3.00 per cord,	2887.50
Actual damage to the ground by reason of the occupancy by troops, including the laying of water pipes and construction of road across the land,	<u>1500.00</u>
Making a total of	\$5112.50

In addition to this, Mr. Lanford would be entitled to

Rent on 75 acres for the last half of 1918, . . .	\$ 750.00
Rent for timber land for the last half of 1918, 75 acres at \$1.50 per acre,	112.50
Rent on 150 acres for January 1919, at \$2.00 per acre,	<u>300.00</u>
Making a total for rent of	\$1162.50

Making a total, including damages and rent, of \$6275.00 "

The local Board has submitted no record of testimony taken in this case. It undoubtedly based its ideas of values on those determined by the jury, and in negotiations with the claimant, succeeded in reducing the values determined by the jury and themselves from \$6762.50 to \$5112.50, or a reduction of \$1650.00. In view of the seemingly high values fixed by the jury in the condemnation proceedings, it is believed that the settlement in any lesser sum is doubtful. The claimant has signified his willingness in writing to accept the amount of \$6275.00, in complete satisfaction of all claims of whatsoever nature against the Government.

Taking into consideration the evidence produced, and the proceedings and findings of the local Board, the War Department Board of Appraisers concurs in the conclusion reached by the local Board, and recommends that an award issue in favor of J.C. Lanford,

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Spartanburg, S.C., in the sum of Six thousand two hundred seventy-five Dollars (\$6275.00) in full settlement and satisfaction of the claim aforesaid.

WAR DEPARTMENT BOARD OF APPRAISERS,

By J. L. HICKMAN,
Colonel, General Staff,
Acting Chairman.

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