

481 CR-WT (Camp Wadsworth)

July 14, 1919.

Chief of Construction Division.

Chief of Real Estate Section, P.S. & T. Div., Munitions Bldg., Wash., D.C.

Leases - Camp Wadsworth.

1. Answering your memorandum of June 19th concerning the claim of Mrs. C.F. Westmoreland, Annie Dean, J. Madison Dean, E. B. Dean and Mrs. Belton Liles whose property is located at or near Camp Wadsworth.
2. The property of the claimants is not included within the area on which damages were assumed by the purchaser.

R.C. Marshall, Jr.,
 Brigadier General, U.S.A.,
 Chief of Construction Division

By:

Wm. Couper,
 Lt. Col., Q.M. Corps.

WmC:H

June 19th, 1919

MEMORANDUM FOR THE CHIEF, CONSTRUCTION DIVISION.

Subject: Claim of Mrs. C. F. Westmoreland, et al,
Spartanburg, S. C.

1. Herewith is transmitted claim of Mrs. C. F. Westmoreland, et al, of Spartanburg, S. C., in which an award has been made by the War Department Board of Appraisers.

2. By a memorandum to the Assistant Chief of Staff, Director of Purchase, Storage and Traffic, dated May 13th, 1919, attention this office, we were advised that certain agreements have been made for the disposal of Government improvements at certain camps and cantonments, under the terms of which contractors purchasing improvements agree to pay certain claims which have resulted from the use by the Government of camp sites, etc., and that contracts of similar nature effecting other camps were contemplated.

3. In order to avoid duplication of payment, and taking action which might adversely affect the Government's interest, it is requested that this office be advised as to whether or not this claim has been assumed by a purchasing contractor, or is to be paid by the Government.

C. F. WOODS,
Chief, Real Estate Service.

CPW:LMH:mq
1 Incl.

MAILED
JUN 21 1919

File No. 281 R/E.

2nd Ind.

JLK/emr.

War Department Board of Appraisers, Purchase, Storage & Traffic Division,
General Staff, Munitions Building, Washington, D. C. June 17, 1919.
To The Secretary of War (Through the Director, Purchase, Storage & Traffic
Division, General Staff.)

1. The attached claim is being forwarded for the action of the Secretary of War, in compliance with Paragraph 4, General Orders No. 39, War Department, 1919.
2. The report of the Board of Appraisers, the proceedings of the Board of Officers which investigated the claim, and the correspondence connected with the same are herewith inclosed.
3. The report of the Board of Appraisers concludes with the recommendation that the findings and recommendation of the Board of Officers which investigated this claim be approved, and that an award in the amount of \$1049.25 issue in favor of Mrs. C. F. Westmoreland, Spartanburg, S.C., for rent for her land from July 1, 1918 to January 31, 1919, and that an award issue in favor of Mrs. C. F. Westmoreland, Annie Dean, J. Madison Dean, E. B. Dean and Mrs. Edlton Liles, as their interests may appear, in the sum of \$1359.00, said amount to be paid to the Treasurer of the District Court of the United States for the Western District of South Carolina in full settlement and discharge of all liability of the Government on account of damages arising under said claim.

WAR DEPARTMENT BOARD OF APPRAISERS,

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

Incls.

Form #50.

A TRUE COPY:

BOLK J. ATKINSON,
2d Lieut., F.A.

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

File No. 281 R/E.
Case under G.O. No. 39, W.D., 1919.

June 9, 1919.

In the matter of the claim of Mrs. C.F. Westmoreland, formerly Mrs. Lida Dean, Spartanburg, South Carolina, for damages occasioned ^{claimant} by reason of the occupation of two certain tracts of land by United States troops.

R E P O R T .

The facts in this case are as follows:

Mrs. C.F. Westmoreland, formerly Mrs. Louis Dean, is under the will of George B. Dean, recorded November 8, 1909, a life tenant of two certain tracts of land situated in Spartanburg Township, Spartanburg County, Spartanburg, S.C.; one tract contains 100 acres, more or less, and the other tract 5-1/2 acres, more or less.

This case is in all respects similar to the Lancaster case, File 280 R/E, except that there was born to Louis Dean and his wife, Lida, now Mrs. C.F. Westmoreland, a daughter, Annie Dean, who will be the owner in fee in remainder, provided she outlives her mother. The case was treated similarly to the Lancaster case, File 280 R/E, in the condemnation proceedings.

Under paragraph 9, Special Orders No. 22, Headquarters, Camp Wadsworth, S.C., January 22, 1919, a Board of Officers was appointed 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 by the Camp because of damages sustained by reason of the Government's occupation of their lands, 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. The Local Board recommended disposition of the claim to be made as follows:

Damage to 1-1/2 story dwelling, valued by the jury at \$700,	\$ 79.00
Damage to barn, valued by the jury at \$125,	15.00
Damage to well	15.00
Total damage to buildings.	<u>\$109.00</u>
100 cords of wood cut from land subsequent to condemnation proceedings, valued by jury at \$3 per cord,	\$300.00

1918

Brought Forward - \$ 409.00

That approximately 47-1/2 acres of the 80 acres of cultivated land was occupied by troops for several months during the summer of 1918, and that roads were cut through said land, latrines dug, and some trenches were constructed. In accordance with the findings of the jury, the damage to this 47 1/2 acres by reason of the occupancy of the troops for camping purposes, etc., was \$20 per acre, or 950.00

A total damage to buildings and land of \$ 1359.00

The Board further found that Mrs. Westmoreland is entitled to rent of 80 acres at \$20 per acre per annum for one-half year \$ 800.00

Rent for 25-1/2 acres of woodland at \$3 per acre per annum, one-half year 38.25

Rent for 105-1/2 acres from Jan. 1, 1919 to Jan. 31, 1919, at \$2 per acre per month 211.00

A total for rent of \$1049.25

The papers attached to the claim show that the decree of the court provided that the claimants should file proper pleadings setting up their claim against the rent. However, the Local Board has recommended that the entire amount both for rent and damages be paid to Mrs. Westmoreland. It found as follows:

"That part of the damage found by the Board to have been sustained by reason of the tramping of the land, the building of roads, digging of latrines, and other acts of the Government by reason of the occupancy of the said lands for camping purposes by United States troops, was allowed for the purpose of permitting the persons now in possession to have due compensation for such period of time as may be necessary to put the land back into a cultivated state, or, in other words, to restore the land to its former state of cultivation. In the opinion of the Board, therefore, this is compensation to the life tenant for loss sustained by failure to obtain crops during the period of reconstruction, and the remaindermen would have no interest whatsoever in this damage."

The Board further advises that there is no permanent damage to the land in question, and, therefore, no compensation is allowed for permanent damage thereto.

The Attorneys for the remaindermen in this case set up the same arguments as in the Lancaster case, with this addition:

"The same principle applies with reference to the Westmoreland tract, with this exception - that in that case Mrs. Westmore-

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land has a young daughter who will be owner in fee in remainder provided she outlives her mother. In the event she does not outlive her mother, then our clients become the owners in fee in remainder, and the same principle in that event would apply as applies in the other case. Therefore, our clients are entitled to see to the proper disposition of such funds as may arise, either by compromise or otherwise, in that case with respect to damage to the real estate."

Mrs. Westmoreland has agreed to accept the award as determined by the Local Board. Under date of May 10, 1919, a release signed by the remaindermen in this case was forwarded, whereby the amount of damage assessed has been agreed upon conditionally upon it being paid into the Treasury of the District Court of the United States for the Western District of South Carolina.

Proceedings of this Board were approved by the convening authority.

It is therefore recommended that an award issue in favor of Mrs. C.F. Westmoreland, Spartanburg, S.C., in the sum of One Thousand Forty-nine Dollars Twenty-five Cents (\$1049.25) for rent for her land from July 1, 1918, to January 31, 1919; and that an award issue in favor of Mrs. C.F. Westmoreland, Annie Dean, J. Madison Dean, E.B. Dean and Mrs. Bolton Liles, as their interests may appear, in the sum of One Thousand Three Hundred Fifty-nine Dollars (\$1359.00), said amount to be paid to the Treasurer of the District Court of the United States for the Western District of South Carolina in full settlement and discharge of all liability of the Government on account of damages of the claim aforesaid.

WAR DEPARTMENT BOARD OF APPRAISERS,

By: J. L. KNOWLTON,
Colonel, General Staff,
Acting Chairman.

APPROVED:
July 24, 1919.

Signed

NEWTON D. BAKER,
Secretary of War.

GMC/mch

A TRUE COPY:

POLK J. ATKINSON,
2d Lieut., F. A.

31-165D

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F CAMP Wadsworth SC

Westmoreland (class)