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(Mr. R.A. Lancaster, et al, Camp)
(Wadsworth, S.C.)

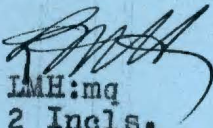
War Dept., Real Estate Service, Munitions Bldg., Washington, D.C.,
August 14th, 1919 - To the Auditor for the War Department.

1. Herewith for payment under War Department General Order No. 39, 1919, is the claim of Mrs. R.A. Lancaster, Audrey Lancaster, Annie Lancaster, J. Madison Dean, E. B. Dean and Mrs. Belton Liles with the recommendation of the War Department Board of Appraisers, which has been approved by the Secretary of War.

2. It is requested that this office be advised when this claim is passed for payment.

By authority of the Chief, Real Estate Service.

DORRIS A. HANES,
Lt. Col., Infantry,
Acting Fiscal Asst.


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File No. 230 R/L. ~~...~~ ~~...~~

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War Department Board of Appraisers, Purchase, Storage & Traffic Division,
General Staff, Munitions Bldg., Washington, D. C., June 18, 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. 33,
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 con-
nected with the same are herewith inclosed.

3. The report of the Board of Appraisers concludes with the recom-
mendation that the findings and recommendation of the Board of Officers
which investigated this claim be approved, and that an award issue in favor
of Mrs. R. A. Lancaster of Spartanburg, S.C., in the sum of \$1016.00 for
rent for her land from July 1, 1918, to January 31, 1919; and that an award
issue in favor of Mrs. R. A. Lancaster, Ashley Lancaster, Annie Laura Lan-
caster, J. Madison Dean, E. R. Dean, and Mrs. Nelson Wilson, as their in-
terests may appear, in the sum of \$1540.00, said amount to be paid into the
Treasury 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 damage of the claim aforesaid.

WAR DEPARTMENT BOARD OF APPRAISERS,

By, **G. B. BRIDGEMAN,**
Colonel, General Staff,
Acting Chairman.

Encl.

WAR DEPARTMENT BOARD OF APPRAISERS,
Monitions Bldg., 19th & E. Sts.,
WASHINGTON, D. C.

File No. 200 R/E.
Case under No. 0, 39, W.D., 1919.

June 3, 1919.

In the matter of the claim of
Mrs. R. A. Lancaster, formerly
Mrs. Gertrude Dean, Spartan-
burg, S.C., for damage occasioned
claimant by reason of the occupa-
cy 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. R. A. Lancaster, formerly Mrs. Gertrude Dean, is under the will of George D. Dean, recorded November 9, 1909, and under the will of her former husband, Alfred Dean, recorded December 6, 1910, a life tenant of two certain tracts of land located in Spartanburg township, Spartanburg County, Spartanburg, S.C., which tract of land was used by the Government for military purposes. One tract contains 80 acres, more or less, and the other tract contains 5 acres, more or less.

Certain proceedings were had in the District Court of the Western District of South Carolina entitled the United States of America against two certain tracts of land known as the Mrs. R. A. Lancaster (formerly Gertrude Dean, wife of Alfred Dean, deceased), Audrey Lancaster, Annie Laura Lancaster, J. Madison Dean, R. D. Dean, and Mrs. Belton (Annie) Ailes, to-wit: a certain tract of land containing eighty (80) acres, more or less, and a certain tract containing five (5) acres, more or less, both situate in the County of Spartanburg, State of South Carolina, being land in question.

The proceedings had in this case show that the claimant had but a life interest with a remainder to certain heirs, but the Court on the 15th day of August, 1918, ordered as follows:

"What the findings of said jury and answers to said issues herein be, and the same hereby are, in all respects confirmed and made the decree of this Court.

It is further ordered that Mrs. R. A. Lancaster and R. A. Lancaster have leave to enter up judgment immediately against the United States of America for the sum of \$752.00 as half rent for the lands described in the petition for the year 1918, pursuant to the special findings of the jury on issues submitted to them in said case.

It is further ordered that R. A. Lancaster have leave to enter judgment immediately against the United States of America for the sum of \$1570.00 pursuant to special findings of the jury on issues submitted to it in this case, on the following items, to-wit:

For his wheat crop.....	\$120.00
For expenses in preparation for a crop for 1918, including fertilizers, ordinary expenses and such matters.....	1450.00
Aggregating the amount aforesaid.....	<u>\$1570.00</u>

It is further ordered that when the matter is submitted a jury for determining the damage to the buildings and fixtures on said place, compensation shall be allowed to Mrs. R. A. Lancaster for sixteen rolls of barbed wire at \$4.00 per roll and for twelve cords of corded wood at \$5.00 per cord.

It is noted that this order was for rent for one-half year and crop damages. The damages in this claim are for the second half of the year and for the month of January, 1919, and the values of rent, wood, barbed wire and houses, were determined by the jury in the proceedings above referred to.

A Board of Officers was appointed by paragraph 2, Special Orders 22, Headquarters Camp Radsworth, S. C., January 22, 1919, to investigate and report on the amount of all possible claims which may be asserted against the Government by the owners of the land leased for the camp, because of damage 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 that disposition of claims be made as follows:

Damage to the 4-room house, valued by the jury at \$400.00	\$150.00
Damage to well, near said house	10.00
Damage to barn, in connection with the same house, valued at \$50.00	25.00
Damage to 6-room house, valued at \$750.00	125.00
Damage to barn, valued at \$450.00	60.00
Damage to metal-roofed barn, valued at \$100.00	55.00
Damage to store-house, valued at \$50.00, totally destroyed	60.00
Total damages to buildings	<u>\$505.00</u>
Approximately 25 cords of wood cut subsequent to condemnation proceedings at \$3.00 per cord	75.00
12 cords of wood, cut and corded and used by troops, at \$5.00 per cord	60.00

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45 acres of the 77 acres in cultivation prior to Government occupancy were damaged by the occupation of troops for camping purposes, ditching, digging latrines, tramping and the erection of roads to the amount of \$900.00
\$1540.00

Further, that there is due Mrs. Lancaster -

Rent of 77 acres at \$20.00 per acre per annum for one-half year rent	770.00
Rent of 8 acres of woodland from July 1, 1918 to December 31, 1918, at \$5.00	40.00
Rent from Jan. 1, 1919, to Jan. 31, 1919, at \$2.00 per acre per month for 65 acres	130.00
16 rolls wire @ \$4.00 per roll	64.00
	<u>\$1016.00</u>
Total due under the claim	\$2556.00.

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 fund. However, the local Board has recommended that the entire amount, both for rent and damages, be paid to Mrs. Lancaster. It found as follows:

That part of the damage found by the Board to have been sustained by reason of 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 land for camping purposes by United States troops is 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 this 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 damages thereto.

In a letter of February 12, 1919, directed to Major Ezra C. Johnson, Camp Redworth, S.C., Chairman of the local Board, Bonny & Osborne of Spartanburg, S.C., attorneys to the remaindermen in this case, stated as follows:

"We beg to advise you that this tract of land which was condemned by the United States Government and the damages adjudged by a jury at the August Term at Greenville, 1918, was willed to Mrs. Lancaster for life and that the remainder interest will belong upon her death to our client, E. B. Dean, J. Madison Dean and Mrs. Annie Lyles. They were made parties to the condemnation proceedings in the United States Court on account of their remainder interest and because of the fact that they were interested in the question of any damages that might be involved in the matter. Under the order of the Federal Court, pleadings were filed, setting up the interest of said remaindermen in the damages to the land and replies were filed thereto in regard to the matter, and it is now pending before the Court to determine the rights of the life tenant and the remaindermen in regard to such sum as shall be paid over by the government in settlement of damages. These remaindermen, of course, are vitally interested in the final disposition of the damage done, and are entitled to have the Court determine what disposition shall be made of the same. They are, therefore, entitled to be consulted in regard to any proposed settlement with the Government on the subject, and as we understand it, no settlement made with the life tenant would be binding on them, but would leave still open their rights as it has been preserved by the decree of the Court, to have the damages assessed by a jury whenever the Government abandons the property.

We are informed that there are negotiations pending now between the Government authorities and the attorney for the life tenant in regard to the question of damages and thought it advisable to acquaint you with these facts."

Mrs. Lancaster has agreed to accept the award as determined by the local Board. Under date of May 30, 1919, a release was signed by the remaindermen in this case, whereby the amount of damages assessed has been agreed upon conditionally upon it being paid in the Treasury of the District Court of the United States, for the Western District of South Carolina. The proceedings of this Board were approved by the Convening authority.

It is therefore, recommended that an award issue in favor of Mrs. R. A. Lancaster of Spartanburg, S.C., in the sum of \$1015. for rent for her land from July 1, 1918, to January 31, 1919; and that an award issue in favor of Mrs. R. A. Lancaster, Audrey Lancaster, Annie Laura Lancaster, J. Madison Dean, E. B. Dean, and Mrs. Bolton Lyles, as their interests may appear, in the sum of \$1540., said amount to be paid into the Treasury 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.

GMC/omr

Approved June 1919.

Aug 9 1919

Wm. D. Baker

Wm. D. Baker,
Secretary of War.

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