

File No. 1002 R/E Wrapper Ind.

JLK/gmc

War Department Board of Appraisers, Purchase, Storage & Traffic Division, General Staff, Munitions Bldg., Washington, D. C., November 7, 1919. To the Director of Real Estate Service, Attention of Lt. Col. J. C. Whitaker, Fiscal Assistant.

1. The attached claim is being forwarded for the action of the Secretary of War, in compliance with paragraph 4, General Orders 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 enclosed.

3. The report of the Board of Appraisers recommends that an award in the amount of \$150.00 issue in favor of Mrs. Elsie E. Lockhart, Tryon, N. C., the claimant, in full settlement for all claims for loss or damage of the said claimant arising under said claim.

WAR DEPARTMENT BOARD OF APPRAISERS.

By: J. L. KNOWLTON,
Colonel, U.S.A.
Chairman.

Incls.

WAR DEPARTMENT BOARD OF APPRAISERS
MUNITIONS BLDG., 19TH & B STS.,
WASHINGTON, D. C.

File No. 1002 H/E.

November 3, 1919.

In the matter of the claim of)
Mrs. Nicie E. Lockhart, Tryon,) REPORT.
N. C.)

This is a claim of one Nicie E. Lockhart on account of damages alleged by her to have occurred on her land near the artillery and small arms target range, Camp Wadsworth, S. C., which land is described as adjoining the land of John McClure on the West and of one Evelyn Shankle on the North, both of which latter tracts were under lease to the Government.

The claim is itemized as follows:

\$35.00 damage to road,
40.00 by reason of tramping,
10.00 for timber cut,
36.00 for corn stolen,
180.00 for pea crop destroyed,
100.00 for damage to creek banks, and
40.00 additional damage to bottom lands.

This claim was considered by a Board of Officers convened pursuant to paragraph 9, Special Orders No. 22, Headquarters, Camp Wadsworth, S. C., dated January 22nd, 1919.

The Local Board made a personal inspection of claimant's land, and took the testimony of claimant, John F. Lockhart and John McClure. It appears that claimant is the owner of an 86 acre farm; that the adjoining land of John McClure on the West, was used as a camping ground for 2 regiments of artillery; that the Shankle land on the North was used for firing positions and gun emplacements. In order to get from the camp to the gun emplacements, the artillery made a road across claimant's land and took this road as a short cut. In the proceedings of a former Board, which considered certain elements of this claim, and which Board was convened pursuant to Special Orders No. 105, Camp Wadsworth, S. C., 1918, a portion of this road leading to a watering place is described as 150 feet long and 30 feet wide.

The Local Board furthermore found that a branch of a creek running through claimant's land had been dammed, and that log platforms had been erected on the bank for purposes connected with the water supply; that the course of the creek had thereby been changed, washing around the dams and through the bottom lands

which had been under cultivation, this bottom land consisting of about 5 acres; that 3 paths had been cut between the camp and the branch, each 12 feet wide and 100 feet in length; that the timber land through which these paths were cut consisted of about 10 acres; that the troops had gone elsewhere on claimant's land and had cut considerable small timber for poles for platform construction on the creek banks, and the timber so cut was estimated at 10 cords.

The Local Board ascertained from its inspection that the 86 acres of claimant's land, bounded on the North by the Shankle land, on the West by the McClure land, on the South by land of William Barton and on the East by land of A. B. Hill, was occupied by troops equally as much as any other land leased by the Government for range purposes; that claimant is entitled to rent for the said land, equally as much as those whose land was leased. It appears further that some portion of claimant's land was cultivated during the 1918 season; that the crop was less than it probably would have been had the troops not been present on the land. The Local Board recommended that claimant be awarded rent for the bottom land which could not be cultivated in 1918 by reason of its use by troops, also for the timber land which the troops used, and that claimant should be reimbursed for timber cut for construction work. The Board recommended rental of \$72.00, figured as follows:

5 acres bottom land at \$3.00,	\$15.00
9 acres timber land North of creek, at \$3.00,	27.00
10 acres cultivated land, at \$3.00,	<u>30.00</u>
Total	\$72.00

A previous Board which considered this element of the claim, recommended a yearly rental of \$100.00, for the use of the land described as "lying South of the branch to the dead poplar tree, and from there to the Southeast corner of the farm, containing about 25 acres". The rent settlement of the final Board is therefore less than the settlement recommended by the preceding Board.

The Local Board recommended then:

- \$3.00 damage to cover the cost of plowing up the road across cultivated land,
- 72.00 for rent,
- 5.00 reimbursement for the estimated destruction of 10 cords of timber at 50¢ per cord, on the stump, which was the price universally provided for in damages on leased land;
- 25.00 labor necessary in tearing out dams and platforms, estimated by ~~W. J. Hill~~ ^{W. J. Hill}, President of the Board, as 2 men, 5 days, at \$2.00 a day, ~~\$20.00~~ ^{\$25.00} arbitrarily fixed as a ~~compensation~~ ^{compensation} by the ~~Board~~ ^{Board} of ~~Army~~ ^{Army} ~~Officers~~ ^{Officers}
- 15.00 damage to bottom land, the replowing of 5 acres at \$3.00, including regrading and replacing of land washed out.

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The evidence showed that at the time of occupancy there was considerable corn in the fields, and that a quantity of this was picked by troops and fed to artillery horses; that thereupon claimant caused the remaining corn to be picked and stored in a house on the land, but that the commander of the troops notified claimant that the corn had better be moved away for the reason that, if the troops knew that the corn was there, they would probably use it. The claimant thereupon did remove the balance of the corn, but estimated that 15 bushels, at \$2.00 per bushel, had been stolen and fed to artillery horses.

Mrs. Lockhart's claim for \$180.00 for damage to pea crop was compromised by the Board by the delivery by the Government upon her land of some 35 piles of manure.

The Board thereupon recommended that claimant be reimbursed in the amount of \$150.00 in settlement of her claim for \$441.00.

It is the writer's opinion that the Government was a trespasser on the land of claimant; that the settlement proposed by the Local Board is fair and just; that the timber cut on claimant's land was used to add to the health and comfort of the troops, and the corn stolen was fed to artillery horses, and that the Government benefited thereby.

Claimant has agreed to the above outlined settlement.

In view of the above facts, I recommend that an award issue in the sum of \$150.00, in favor of Mrs. Nicie E. Lockhart, in full and complete satisfaction of her claim.

W. S. VALENTINE,
Colonel, Cavalry,
Member.

WHV/twf.

Adopted : Nov. 6, 1919.
WAR DEPARTMENT BOARD OF APPRAISERS,

By J. L. KNOWLTON,
Colonel, Coast Artillery Corps,
Chairman.

Approved and Recommended:

1919.

WASHINGTON, D. C.
BENEDICT CROWELL,
The Assistant Secretary of War.

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