

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

File No. 373 1/3.  
Claim under G.O. 102, W.D. 1919.

December 22, 1919.

In the matter of the claim of )  
W. J. Lindsay, Lanrum, S. C., ) REPORT.  
for damage to crops. )

This is a claim of one W. J. Lindsay, in the amount of \$92.50, itemized as follows:

- \$62.50 loss of 500 lbs. of seed cotton,
- 30.00 loss of crop of peas, 15 bushels,

which, the said Lindsay claims were spoiled in the fields and on the farm of one George W. Plumley, on which farm, this claimant was a renter.

The Plumley land is described as containing approximately 256 acres, in Jassy Mountain Township, Greenville County, S.C. Tract No. 1 adjoins the land of William Morgan on the North, M. N. Lockhart on the East, Luther R. Fisher on the South, and of Willis Bruce and A. D. Plumley on the West. Tract No. 2 adjoins the lands of D. M. Lockhart Estate on the North, John Pierce and T. H. Reid on the East, W. J. Plumley on the South, adjoining land owner on the West not given.

This claim was considered by a Board of Officers convened pursuant to Special Orders No. 105, Camp Wadsworth, S. C., series not given.

This Board reported under date of May 28th, 1918, and recommended the denial of this claim for the reason that, "The range was taken over by the Government November 27th, 1917, but firing thereon had not begun until January 24, 1918. The Board is of the opinion that claimant had, or could have had ample time to remove his crops, and that no liability attaches to the Government."

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

As a result of the examination of this claim by the second Board, it appeared that George W. Plumley, the land owner, had made a claim against the Government for his part of the crop, and that he had received his pay therefor, and the Local Board expressed the opinion that this claimant should be paid for his portion of the same crop, for the reason that the portion of said crop, belonging to this claimant, was destroyed under the same circumstances.



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It appeared from the evidence that the Plumley land was occupied prior to the lease, and that notice to vacate was given simultaneously with the occupancy of the troops, and that no time was permitted the lessor, George W. Plumley, to advise his tenants that the Government was to take over the land, and that the tenants therefore, had no opportunity to gather their crops.

Major E. C. Johnson, who was President of the final board, certifies:

"That in all cases where damage to crops, or loss of tax bark was alleged, there was evidence introduced showing that the parties were ordered off the lands by Government officials prior to the date of the leases",

and the final Board found that there was a certain amount of cotton in a field, designated as seed cotton, which the claimant could have gathered; that \$50.00 would be ample reimbursement for claimant's share in this cotton; that claimant was unable to remove his crop of peas leaving 15 bushels, of a money value of \$1.00 per bushel in the field, and recommended that claimant be awarded \$50.00 for loss of said cotton and \$15.00 for loss of peas.

The writer communicated with this claimant for the purpose of getting data on which to check up the award recommended by the Local Board, for this Board omitted any mention of its method of arriving at this award.

Claimant furnished an affidavit that he paid Plumley 1/4 of the crops; that he had 3 acres of seed cotton from which he reasonably expected 500 lbs; that this was worth 12 $\frac{1}{2}$ ¢ per lb. at the gin; that he had 4 acres of peas, worth \$2.00 per bushel in the market. This data is apparently the same as was used by the Local Board, for the 500 lbs. of cotton was worth \$62.50 at the gin and the peas were worth \$120.00 in the market, or a total of \$182.50. Charging off 25% for rent, these crops were worth \$136.89 in the market, or \$68.45 in the field. The award recommended by the Local Board was \$65.00.

It is the writer's opinion that this is a just claim. The amounts per acre for cotton and peas, and the prices stated by claimant are very low.

Claimant has agreed in writing to accept \$65.00 in full and complete satisfaction of his claim.

In view of the above, I recommend that an award issue in

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favor of this claimant in the amount of \$65.00, in full and complete satisfaction of his claim.

RSV/twf.

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

Adopted December 23, 1919.  
WAR DEPARTMENT BOARD OF APPRAISERS:

By F. M. CALDWELL,  
Colonel, Cavalry,  
Chairman.

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