

WAR DEPARTMENT
REAL ESTATE SERVICE
OFFICE OF THE CHIEF OF THE REAL ESTATE SERVICE
WASHINGTON

November 24th, 1919.

Mr. H. H. Turner,
Tigerville, S. C.

Dear Sir:-

Your claim for damages to property leased to the United States as part of the Artillery Range at Camp Wadsworth, S. C., has been acted upon by the War Department Board of Appraisers and said Board has recommended that an award issue in your favor in the sum of \$1487.76 in full settlement and satisfaction of same.

This recommendation is today being forwarded to the Director of Finance and you will receive final settlement on your claim in the near future. It is suggested that should you desire any further information concerning same, that you communicate direct with that office.

Yours truly,

G. F. WOOD,
Director, Real Estate Service.

By:

J. C. WHITAKER,
Lt. Col., Q.M.C.,
Fiscal Assistant.

Pgd
EJA:mq

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

File No. 405 L/8

1st Indorsement.

TMC/amo

War Department Board of Appraisers, Purchase, Storage & Traffic Division,
General Staff, Munitions Bldg., Washington, D. C., November 18th, 1919.
To the Director of Finance (Through the Director of Real Estate Service.)

1. The attached claim is being forwarded for the action of the Director of Finance, in compliance with Paragraph 3, General Orders No. 124, War Department, 1919.
2. The report of the Board of Appraisers and the records in the claim are herewith enclosed.
3. The report of the Board of Appraisers recommends that an award in the sum of \$1487.70 issue in favor of the claimant, H. H. Turner, Tigerville, S.C., in full settlement for all claims for loss or damage of the said claimant arising under said claim.

WAR DEPARTMENT BOARD OF APPRAISERS,

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

Incls.

(Claim of H. H. Turner, Tigerville, S.C.) 2nd Ind. (S 12/4/19)

War Dept., Real Estate Service, Munitions Bldg., Washington, D.C., Nov. 24th,
1919, - To the Director of Finance. (Attention - Major Hartley)

1. Forwarded. Synopsis made on claim No. 405 L/C.
2. In order that our records may be completed, it is requested that this office be advised when final settlement is made on above mentioned claim.

By authority of the Director, Real Estate Service:

J. C. WHITAKER,
Lt. Col., Q.M.C.,
Fiscal Assistant.

RJA:mq
1 Incl.

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

File No. 405 L/8

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To the Director of Finance (Through the Director of Real Estate Service.)

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2. The report of the Board of Appraisers and the records in the claim are herewith enclosed.
3. The report of the Board of Appraisers recommends that an award in the sum of \$1487.70 issue in favor of the claimant, H. H. Turner, Tigerville, S.C., in full settlement for all claims for loss or damage of the said claimant arising under said claim.

WAR DEPARTMENT BOARD OF APPRAISERS,

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

Incls.

(Claim of H. H. Turner, Tigerville, S.C.) 2nd Ind. (S 12/4/19)

War Dept., Real Estate Service, Munitions Bldg., Washington, D.C., Nov. 2 th,
1919. - To the Director of Finance. (Attention - Major Hartley)

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By authority of the Director, Real Estate Service:

J. C. WHITAKER,
Lt. Col., Q.M.C.,
Fiscal Assistant.

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RJA:mg
1 Incl.

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

Notes Case

File No. 405 L/C.
Case under G.O. 102, W.D. 1919.

November 11, 1919.

In the matter of the claim of
H. H. Turner, Tigerville, S.C.,
for damages to property. R E P O R T.

This is a claim of one H. H. Turner, of Tigerville, S. C.,
in the amount of \$3400.00, on account of damages alleged by
him, as follows:

\$1000.00 for crops destroyed,
2100.00 damage to ground,
200.00 damage to fencing,
100.00 for timber destroyed,
\$3400.00

the said damages pertaining to a 40 acre tract of land, leased
by claimant to the Chamber of Commerce, Spartanburg, S. C., and
by the said Chamber of Commerce, leased to the United States
under blanket lease for the purpose of an Artillery and Small
Arms target range, and which land is more particularly described
as being in Glassy Mountain Township, Greenville County, S. C.,
and adjoining lands of G. A. Pitman on the North, Ross on the
East, Bates on the South and Bates on the West, excepting and
reserving to the lessor his dwelling house and 5 acres on the
creek bottom southeast of said house.

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.

Claimant was represented by his attorney, and was duly
sworn. The board made a physical examination of claimant's
property and ascertained that 35 acres of claimant's 40 acres,
most of which was in cultivation; that is 16 acres in cotton
and 5 acres in small grain, was the site of the Infantry Camp;
that 2 mess halls were constructed on said land, and several
smaller buildings were also constructed on the said land; that
a pump was established on the creek on the southwest corner
of the land, and water piped to the mess halls; that from 3½
to 4 acres of large standing timber was cut from the land; that
two rifle pits were constructed across this land, both of which
were 450 feet long, or 1800 feet in all; that these were heavily
revetted; that practically all of the fence originally on the land
had been removed, including 600 feet of rail fence, and it was

File No. 405 L/O

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November 11, 1919.

estimated that \$101.70 would be necessary to replace the fences, as follows:

About 2500 feet of wire fence and 635 feet of rail fence had to be replaced, or about 179 rods, of which, 50 rods only had been 3 wire, the remaining being 5 wire fence, requiring for replacement, 487 rods of wire, and deducting for posts still on the ground, - 156 posts:

6 rolls of wire at \$6.50	\$39.00
156 posts @ 20¢	\$31.20
1 man 7½ days setting posts @ \$2.00	15.50
2 men 4 days stringing wire @ \$2.00	16.00
Total	<u>\$101.70</u>

The Board estimated the timber cut from the stumps remaining, and estimated that 4 acres of timber had been cut, 25 cords to the acre, or 100 cords, for which claimant is entitled, under his lease, to reimbursement at the rate of 50¢ per cord, or \$50.00.

While the troops were camped on the land they constructed brick and stone incinerators and dug numerous garbage pits, which were lined with rock, and filled up with tin cans and other similar debris; that from the traces remaining, it appeared that every battalion which had camped on this ground, both of the 27th and of the 6th Divisions, built similar constructions, and figuring the men and days that would be required to remove this debris and fill up trenches and relevel the land, \$375.00 would be required, some of which expense was made necessary on account of the complete destruction of the terraces and washing of the land by reason of the destruction of the terraces.

The writer believes that the above estimate of damage is extremely reasonable, for the reason that, taking the item of 1200 feet of trench, and supposing the cross section of this trench to be 64 square feet, it would require one team with scraper and 2 men 61 days to restore the trenches, at the rate of 50 cubic yards per day, at \$6.00 per day, or \$366.00.

Pursuing to the claim for crop damage: The Local Board took evidence of claimant's neighbors, who were familiar with the conditions at the time the Government took possession of the land, and from the evidence which was furnished, it was ascertained that claimant had 16 acres planted in cotton, which had grown to approximate maturity at the time the lease had begun to run; that is November 27th, 1917; and that he had 5 acres of rye; that the troops actually moved on the land while the cotton was still in the field. The witnesses testified that the cotton would have

WASHINGTON D. C.
 MILITARY BOARD 10TH & B STS.
 WAR DEPARTMENT BOARD OF APPEALS

November 11, 1918.

netted 1/2 bale to the acre, or approximately 9 bales in all, but claimant stated that he had picked two bales, leaving 6 bales, for the loss of which he made claim; that this amount of cotton was still in the field at the time the workmen entered on the field for the purpose of establishing a camp. Claimant presented ginner's receipt showing that he had sold one of the bales of cotton on October 27th, 1917, for 28³/₄, thus establishing the market value.

From the certificate of Major E. G. Johnson, hereto attached, it appears that claimant not only made claim for damage for the cotton fibre, but also on account of the loss of seed, worth \$4.00 a hundred.

After due investigation, the Local Board figured the claimant had been damaged on account of the loss of his cotton, including seed, in the amount of \$921.00, which figured as follows:

6 bales of cotton at 23 ³ / ₄	\$655.00
9000 lbs. of seed @ 2 ¹ / ₄	100.00
Total	\$1035.00
Deducted for hauling & ginning	114.00
Balance	\$ 921.00

Claimant protested against this deduction of \$114.00 for the reason that his sons would have picked and hauled the cotton without pay, but this contention of claimant's, was denied. The deduction is itemized as:

\$90.00 for ginning
24.00 for hauling
<u>\$114.00.</u>

The Board remarked in its proceedings that from all evidence obtainable, the troops came upon the range and camped in this field of cotton, without any notice, and claimant had no opportunity to salvage any part of his cotton, and that he was compelled to base his estimate more or less upon a speculative basis, but the proceedings of the Board showed that it went into the matter of the loss of this cotton with great care.

In the matter of the loss of rye, the Board found that the seed cost claimant \$5100, cost of plowing \$25.00, for fertilizing \$10.00, making \$40.00 actual loss on account of the destruction of his rye. Adding this to \$921.00 due to loss of the cotton, the Board recommended as follows:

\$921.00 damage to crop,
875.00 for damage to land,
101.70 for fences,
50.00 for timber, making a total of
<u>\$1947.70, as against his claim for \$3400.00.</u>

File No. 408 L/S.

-4-

November 11, 1919.

Claimant agrees in writing to accept this sum in full of damages to his land, by reason of occupancy of troops, or any other act of the Government.

In view of the above facts, I believe that this claim has been adjusted by the Local Board on a fair and equitable basis, and recommend that the action of the Local Board be concurred in, and that an award issue in favor of H. H. Turner, in the sum of \$1487.70, in full and complete satisfaction of his claim.

H. F. VALENTINE,
Colonel, Cavalry,
Member.

HFF/twt.

Adopted November 13, 1919.

WAR DEPARTMENT BOARD OF APPRAISERS,

BY F. H. CALDWELL,
Colonel, Cavalry,
Chairman.

WAR DEPARTMENT
REAL ESTATE SERVICE
OFFICE OF THE CHIEF OF THE REAL ESTATE SERVICE
WASHINGTON.

April 21, 1919.

Honorable Sam W. Nicholls,
House of Representatives.

My dear Mr. Nicholls:

With further reference to a claim of Mr. H. H. Turner, Titusville, South Carolina contained in your letter of March 21, 1919, addressed to the Quartermaster General and referred to this office, I beg to advise that the matter of Mr. Turner's claim has been investigated and I find that this claim has been twice presented before boards convened at Camp Wadsworth, South Carolina, both of which rejected Mr. Turner's claim as exorbitant..

Mr. Turner has again been notified to present an itemized statement of damages for consideration by a board now in session at Camp Wadsworth where it is hoped the matter may be settled to his satisfaction.

Very truly yours,

G. F. WOODS
Chief, Real Estate Service.

RJL -
PJA/EJ

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Chief, Real Estate Service.

PJA/EJ

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REPLY REFER TO

WAR DEPARTMENT
PURCHASE, STORAGE, AND TRAFFIC DIVISION
GENERAL STAFF
WASHINGTON

April 5, 1919.

From: Real Estate Service
To: Lt. L. R. Collins, Camp Wadsworth, S. C.
Subject: Claim of Mr. H. H. Turner.

1. There is enclosed herewith a copy of a letter from Bonham and Price, Greenville, South Carolina, addressed to The Honorable Sam J. Nicholls, Washington, D. C., and referred to this office for attention. Investigation fails to disclose any record of a lease with H. H. Turner, Titusville, South Carolina, or a claim made by him.

2. It has been suggested that as you had charge of the settlement of some claims at Camp Sevier, South Carolina, you might have some personal knowledge of the case and it is requested that you furnish this office with any information you may know in regard to the matter.

ARW/mob
ASB

G. F. Woods

G. F. Woods,
Chief, Real Estate Service.

B

1st Ind.

Lt. L. R. Collins, Camp Wadsworth, S. C., April 12th, 1919.
To Chief Real Estate Service, 2528 Munitions Building, Washington, D. C.

1. Returned. The claim of H. H. Turner pertains to the Rifle Range used in connection with Camp Wadsworth, S. C.

2. The claim in question was presented to two Boards formerly convened at this camp but was rejected owing to the exorbitant damage claimed and the inability to reach a fair settlement.

3. I notified this claimant Wednesday of this week to present an itemized statement of damages for consideration of Board now in session but to date have not heard from him.

L. R. Collins

L. R. Collins,
1st Lieut, Q. M. Corps



APR 14 1919

Example

1st Ind.

Lt. L. R. Collins, Camp Wadsworth, S. C., April 12th, 1919.
To Chief Real Estate Service, 2526 Munitions Building, Washington, D. C.

1. Returned. The claim of E. H. Turner pertains to the Rifle Range used in connection with Camp Wadsworth, S. C.

2. The claim in question was presented to two Boards formerly convened at this camp but was rejected owing to the exorbitant damage claimed and the inability to reach a fair settlement.

3. I notified this claimant Wednesday of this week to present an itemized statement of damages for consideration of Board now in session but to date have not heard from him.

L. R. Collins,
1st Lieut, G. M. Corps.

Real Estate Service.

April 4, 1919.

Hon. Sen J. Nicholls,
House of Representatives,
Washington, D. C.

Sir:

Receipt is acknowledged of your letter of March 21st. in relation to the claims of Mr. M. H. Turner, Titusville, South Carolina, which has been referred to this office for attention.

Owing to the meager information contained in the letter from Bonham & Price, Greenville, South Carolina, forwarded by you, this office is unable to furnish at present the information requested.

In July, 1917, a considerable area of land was leased by the Greenville Chamber of Commerce, Greenville, South Carolina, for the purpose of establishing Camp Sevier, South Carolina, and it may be Mr. Turner's property was included. Investigation of the records in this office fails to disclose any information in regard to land belonging to Mr. Turner, or any claim having been made by him for damages on account of military occupation.

An endeavor will be promptly made to ascertain the merits of the case and when the information is obtained, it will be forwarded to you.

Very truly yours,

J. P. Woods,
Chief, Real Estate Service.

W. P. Woods
JPF:ash

April 5, 1919.

Real Estate Service

Lt. L. H. Collins, Camp Wadsworth, S. C.
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ARW/mob
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G. F. Woods,
Chief, Real Estate Service.

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