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(Claim of George W. Plumley)
(R.F.D. 2, Inman, S. C.)

2nd Ind.

(S 12/30/19)

War Dept., Real Estate Service, Munitions Bldg., Washington, D. C., Dec.
15th, 1919. - To the Director of Finance. (Attention Major Hartley)

1. Forwarded. Synopsis made on claim No. 375 L/C.
2. In order that our files may be completed, it is requested that this office be advised when final payment is made on claim No. 375 L/C.

By authority of the Director, Real Estate Services

MAILED
DEC 16 1919

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

Q/A
JWAmq
1 Incl.

File No. 375 L/G.

1st Indorsement.

ENC:fn

War Department Board of Appraisers, Purchase, Storage & Traffic Division,
General Staff, Munitions Bldg., Washington, D. C., December 11, 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. 103, War Department, 1919.
2. The report of the Board of Appraisers and the records in the claim are herewith inclosed.
3. The report of the Board of Appraisers recommends that an award in the sum of \$800.00 issue in favor of the claimant, George W. Plymley, R.F.D.#2, Inman, 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. M. CALDWELL,
Colonel, Cavalry,
Chairman.

Incls.

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

File No. 575 I/O.
Case under G.O. No. 102, W.D., 1919.

December 1, 1919.

In the matter of the claim of
George W. Plumley, R.F.D. #2, Inman, S.C. }

REPORT.

1. This is the claim of one George W. Plumley for damages in the amount of \$1225.00, itemized by claimant as follows: -

Damage to buildings	\$ 475.00
Damage to ground	500.00
Damage to timber	100.00
Damage to fences	275.00
Damage to fruit trees	75.00

these damages pertaining to a certain tract of 256 acres, the property of claimant, and leased by him to the Chamber of Commerce of Spartanburg, S.C., and leased by the said Chamber of Commerce under blanket lease to the United States, and which land is more particularly described as being in Glassy Mountain Township, Greenville County, S.C., and being in two tracts: Tract #1 adjoining the lands of William Morgan on the North, of H.E. Lockhart on the East, of Luther R. Fisher on the South, and of Willis Bruce and A.D. Plumley on the West. Tract #2 adjoining lands of D.M. Lockhart Estate on the North, the lands of John Pierce and T.H. Reid on the East, of W.J. Plumley on the South.

2. This claim was considered by a Local Board convened pursuant to the following order; Paragraph 9, Special Orders No. 22, Headquarters, Camp Weddworth, S.C., dated January 23, 1919, as amended by Paragraph 15, Special Orders No. 23, Headquarters Camp Weddworth, S.C., dated March 24, 1919. The Local Board made physical examination of claimant's land in company with the claimant and ascertained as to Tract No. 1, consisting of 23 acres, that the damage was due to the digging of a line of trenches about 600 feet long. It appeared that claimant had already let a contract for the filling of these trenches and the cost thereof was shown to be \$50.00, which included, in addition to filling the trenches, the filling of shell holes made by artillery in some four or five acres of ground. There were several window lights in dwelling house on Tract No. 1 broken

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Dec. 1, 1919.

out, presumably by shell explosions, and a well on this place had been partially filled with rock and timber. The Board estimated damage of \$3.00 on account of broken window lights and \$15.00 necessary to clear the well. No other damage was found on this tract. Tract No. 2 consisted of 163 acres. This tract was occupied as the site of Artillery Camp No. 1 and of the Machine Gun Battalions of the 6th Division. There were three dwelling houses and numerous barns on this tract, all of which were in easy access to the Camp. One of these buildings had been occupied by Battalion Headquarters and by an Infirmary. Window lights had been broken out, partitions torn out, locks broken, and a considerable amount of lumber taken from all the buildings - evidently by troops for fixing their camps. Two hog houses were entirely demolished, one crib was unroofed and a portion of this roof was destroyed. A partition 10x12 was torn out of a crib and the floor was entirely torn out. The floor in the loft of one barn and the partitions between stalls had been torn away and removed. The sum of \$171.50 was estimated to restore these buildings. This amount added to the \$15.00 damage to well and the \$3.00 damage to buildings on Tract No. 1 aggregate \$190.00 damage to all buildings on the two tracts, including damage to the well.

The claimant had two gardens entirely surrounded by fencing, only a small portion of which was found to be intact, and it was estimated that \$25.00 in labor and material would be necessary to restore the garden fence. In addition to this, 405 panels of rail fence had been entirely destroyed and used by the troops as firewood, the total additional destruction to fencing over and above the garden fence referred to, being 579 rods, and to replace the same the local Board figured an expenditure of \$240.00. The writer checks this amount as follows:

Spacing posts 12 ft. apart - 522 posts @ 20¢	\$104.40
19 spools of wire - 60 rods for a 4-strand fence @ \$6.50 per spool	104.50
Labor - two men 4 days @ \$4.50	55.00
	<u>\$244.90</u>

as against the estimate of the local Board of \$240.00.

The Board found that sixty-one bearing fruit trees had been destroyed by men breaking them down or hitching animals to them, and estimated a damage on this account of \$50.00 based upon the market value of trees (nursery stock) necessary to replace the same. This is at the approximate cost of 50¢ per tree, which the writer considers extremely reasonable.

The Board made a cruise of claimant's timber and from the stumps estimated that at least 150 cords had been cut, that this timber had been used as firewood and in the erection of shelters for animals and in the construction of mess halls. Under the terms of claimant's lease he is entitled to reimbursement therefor at the rate of 50¢ per cord, or \$90.00.

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 MUNITIONS BLDG., 19TH & B STS.,
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Two machine gun battalions had camped on claimant's land and had built incinerators out of rocks and brick and that they had built deep ice caves, lining them with heavy timber; that they had erected shelters for the mess halls; that they had built stables for their mules, and constructed numerous bridges across the creek between the enlisted men's camp and officers' camp; that they had erected a band stand, using lumber therefor which had been taken from different houses in the vicinity; that in order to set up their tents the troops had cut levels into the hillside and had dug numerous pits; that numerous military trenches had been constructed on claimant's land, entirely destroying or cutting down the level of a hill which covered about one-half acre of ground. In making these constructions and in leveling the hillside for tent floors and machine gun pits the terracing of this cultivated land had been entirely destroyed and the land had been washed into deep gullies. Based upon the man days of labor required to restore this land, the Board estimated an amount of \$175.00 as a reasonable sum therefor, and this amount plus the \$80.00 above referred to as claimant's contract price for the filling of trenches on his Tract No. 1, aggregate \$255.00, as the amount necessary to restore the land.

The Local Board recommended an award in favor of claimant in the amount of \$300.00 in full satisfaction of all claims. Claimant agreed in writing to accept this amount.

3. In view of the above facts, it is the writer's opinion that the damage to claimant's buildings was due to the removal therefrom of floors, ceiling and partitions and the taking of same to camp to be used in addition to the health and comfort of troops in protecting them from the weather, or was due directly to the occupancy of the buildings by troops, as, for instance, in the matter of the breaking of window lights and the breaking of locks; that the damage to ground is incident to the instruction and training of troops, or to the necessity for leveling of hillsides to permit of the installation on level surfaces of tent floors; that the timber was used for fuel; that fence rails and fence posts were used for the same purpose; and that fruit trees were destroyed either as result of military operations or by the practice of soldiers of tying their animals to trees which were thereupon girdled by horses and mules. The terms of settlement appear to the writer to be fair and reasonable to the Government.

4. I therefore recommend that an award issue in favor of claimant, George V. Plumley, SFD #2, Inman, S.C., in the amount of Eight Hundred Dollars (\$800.00) in full and complete satisfaction of his claim. S

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W. S. VALENTE,
 Colonel, Cavalry.

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

File No. 375 L/O.

Dec. 1, 1919

ADOPTED DECEMBER 4, 1919,
WAR DEPARTMENT BOARD OF APPRAISERS,

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

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