

File No. 392 L/C

1st Ind.

FMC/gmc

War Department Board of Appraisers, Purchase, Storage & Traffic Division, General Staff, Munitions Bldg., Washington, D. C., November 20, 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. 102, 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 \$1100.00 issue in favor of the claimant, John McClure, Campobello, 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.

(Claim of John McClure,
Campobello, S. C.)

2nd Ind.

(S 12/4/19)

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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. 392 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 this claim.

By authority of the Director, Real Estate Service.

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

MAILED
NOV 25 1919

PJA
PJA:mq
1 Incl.

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

Noted - R.A.S.

File No. 392 L/C.
Case under G.O. 102, W.D. 1919.

November 12, 1919.

In the matter of the claim of)
John McClure, Campobello, S.C.) REPORT.
for damages to property.)

This is a claim of one John McClure, in the amount of \$4947.50, itemized as follows:

- \$600.00 to 9 buildings,
 - 892.00 damage to ground by tramping,
 - 2500.00 damage to land and water ways by artillery camp,
 - 400.00 for timber,
 - 60.00 for corn destroyed,
 - 240.00 for cotton destroyed,
 - 125.00 for pasture fence,
 - 75.00 for orchard destroyed,
 - 55.00 for blacksmith tools.
- \$4947.50

the said damage pertaining to a certain tract of land of 106 acres, 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, which land is more particularly described as being in Glassy Mountain Township, Greenville County, S. C., and adjoining lands of G. R. Center on the North, Lockhart on the East, Wade H. Plumley on the South and Sophronia Center on the West.

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.

It appears that claimant had included a portion of this claim, and also an item of \$40.00 for loss of blacksmith tools in a previous claim which had been considered by a Local Board at Camp Wadsworth, which reported under date of May 28th, 1918, the said Board having been appointed by Special Orders No. 125, series not given, Camp Wadsworth, S. C. The following is quoted from the proceedings of the first Board:

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"claimant makes claim for \$40.00 worth of blacksmith tools, which were taken from his blacksmith shop, being broken into by troops. The tools were never returned to him....The usurping of his blacksmith tools by the troops was found by the Board to be correct, and the Board therefore recommends that he be paid \$40.00 therefor."

This recommendation of the first Board was concurred in by the final Board. The proceedings of the first Board contain the remark:

"The cotton crop damaged the Board have been unable to estimate, owing to the fact that troops had been camped on this property and there was no sign or vestige of cotton left".

and the first Board recommended that claimant be paid \$45.00 for 30 bushels of corn, fed to Government animals.

The final Board, after physical examination of the ground, ascertained that it had been the camping place of the 104th and 106th Field Artillery from about December 1917 until April 1918. The following damage was found:

1 frame dwelling 18 x 22	\$100.00
1 frame tenant dwelling lumber removed	10.00
1 frame dwelling 18 x 22 used as a canton	35.00
1 frame dwelling 18 x 24	25.50
1 barn 12 x 20 log with shingle roof destroyed	53.00
1 barn 24 x 32	47.00
1 crib 8 x 12 log destroyed	15.00
1 grainery lumber removed	22.00
1 blacksmith shop lumber removed	6.00
Total	<u>\$311.50</u>

Each of these elements of damage are duly itemized in the certificate of Major A. C. Johnson, president of the final Board, which certificate is attached to the proceedings of that Board, herewith, and are made a part of this report.

By physical examination of the timber, it was ascertained that 376 cords have been cut from 41 acres, for which claimant is entitled to \$188.00, or under the terms of his lease; that about 215 rods of 2 wire fence were destroyed, requiring:

6 spools of wire at \$5.50	\$33.00
120 posts at 15¢	18.00
1 man 6 days labor at \$2.00	12.00
2 men 1 1/2 days at \$2.00 each	6.00
Total	<u>\$75.00</u>

to restore fence.

M. J. JOHNSON D. C.
 MUNITIONS BUREAU
 JOHN & B. ST.

WAR DEPARTMENT BOARD OF APPEALS

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The Board ascertained that 40 acres, the camp site, including the road through the land to the watering place, were damaged to the extent of \$6.00 per acre, for the reason that the ground was occupied when wet and muddy; that terraces were torn down and the ground was ditched; that it was tramped so hard that it is more like stone than dirt. The Board therefore allowed for two extra plowings, at the rate of \$3.00 per acre. The writer regards this as very reasonable, for Major Johnson's certificate, hereto attached, contains the remark that: "claimant was unable to put the land in cultivation in 1919".

It was ascertained that claimant had lost about 75 orchard trees, most of which were five-year-olds, and the Board recommended that an allowance be made at the rate of 50¢ per tree to cover this element of damage to trees, or a total of \$37.50.

The final Board confirmed the action of the previous Board, in recommending \$45.00 on account of the theft of 30 bushels of corn, this being figured at \$1.50 per bushel.

The loss of claimant's cotton, claimed to have been valued at \$165.00, was considered by the former Board, which recommended that evidence of the loss be obtained from the regiments that had camped on the ground. This apparently was not done, these regiments being no longer in service. The final board relied upon such evidence as was obtainable in the vicinity at the time of their investigation. The final Board allowed 27¢ a lb., which is less than was paid by the nearby mills for cotton delivered by other claimants on surrounding lands. The Board ascertained that 20 acres had been destroyed, and allowed claimant one-quarter bale to the acre, or 2500 pounds; that 7 of the 20 acres had been plowed over once, and the Board compromised with claimant by recommending an allowance of 50%; that is 1250 lbs. of cotton, on the theory that he picked about one-half thereof, and inasmuch as this loss was in the field, the local Board arrived at the figure of \$160.75, as a fair amount in damages to adjust this element of the claim, this being 1/2 of the value of this cotton, as it lay in the field, or by compromise with claimant, \$165.00.

The amounts finally recommended, are itemized as follows:

\$311.50 to buildings,
 165.00 to timber cut,
 75.00 for barb wire fence,
 240.00 damage to ground,
 37.50 damage to orchard,
 40.00 to blacksmith tools taken,
 45.00 to corn crop destroyed,
 165.00 to cotton crop destroyed,
\$1100.00 total.

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

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In view of the above evidence, it is the writer's belief that on account of the proximity of the buildings to the camp of troops on the range, that the damage to these buildings was done by troops for the purpose of obtaining lumber to be used in their camp; that the wire fence was destroyed in order to permit the passage of artillery and other wagons; that the orchard trees were destroyed and the ground damaged in the construction of camp and in the carrying out of usual military operations under the circumstances; and that the crops were destroyed in order to clear the ground for camp purposes.

Where claimant is not, under the terms of the lease, entitled to reimbursement for the loss of his blacksmith tools, the evidence shows, almost universally in the matter of claims pertaining to the Camp Wadsworth Artillery Range, that Government officers assured claimants that where their houses were not in the line of fire, they might store articles of personal property in their buildings, which they were unable to remove in the short time allowed, and that these buildings would not be molested. It is the writer's opinion that these tools were taken by soldiers and were used in the furthering of Government work in and about the camp.

Claimant has agreed in writing to accept \$1100.00 in full and complete satisfaction of his claim, on account of the occupancy of his land by troops, or any other act of the Government.

In view of the above facts, I recommend that the action of the Local Board be concurred in, and that an award issue in favor of John McClave, of Campbellville, S. C., in the sum of \$1100.00, in full and complete satisfaction of his claim.

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

WST/whd.

Adopted: Nov. 13, 1913.

WAR DEPARTMENT BOARD OF APPRAISERS.

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

WASHINGTON D. C.
MUNITIONS BLDG. 10TH & B STS.
WAR DEPARTMENT BOARD OF APPRAISERS

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F 601.1 Camp Wadsworth, SC McClure, John