

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

File No. 407 L/C

1st Ind.

FMC/csr.

War Department Board of Appraisers, Purchase, Storage & Traffic Division,
General Staff, Munitions Building, Washington, D.C., November 19, 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 \$115.00 issue in favor of the claimant, Samuel
Pitman, 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. M. CALDWELL,
Colonel, Cavalry,
Chairman.

Incls.

(Claim, Samuel Pitman,)
(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. 407 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.

RJA
RJA:mc
1 Incl.

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

File No. 925 D/E.
 Case under G.O. 59, W.D. 1919.

October 15, 1919.

In the matter of the claim for)
 damages of Samuel Pitman, Tiger-) REPORT.
 ville, S. C.)

This is a claim of Samuel Pitman, of Tigerville, S. C., for damages alleged to have been sustained by him on account of the theft of certain machinery parts by troops, damage to machinery to the extent of \$100.00, and for damages in the additional sum of \$50.00 on account of the theft of a barrel of vinegar and a buggy stolen.

The claimant is the owner of approximately 200 acres of land leased to the Chamber of Commerce, Spartanburg, S. C., and by the said Chamber of Commerce leased to the United States for the purpose of an artillery and infantry target range. Said land is located in Glassy Mountain Township, Greenville County, S. C., adjoining the lands of B. R. Prait and Johnson on the North, Lou Pitman on the East, R. E. Pitman on the South and W. T. S. Robinson on the West et als.

This claim was considered by a Local Board of Officers, convened pursuant to paragraph 9, Special Orders No. 23, Headquarters, Camp Wadsworth, S. C., dated January 22nd, 1919, as amended by paragraph 13, Special Orders No. 23, Headquarters, Camp Wadsworth, S. C., dated March 24, 1919.

At an investigation by the Local Board, it was ascertained that claimant claims no damage to buildings or grounds, but after careful investigation it was ascertained that he owned a small saw mill which was on the land leased to the Government; that at the time the claimant left his property (at the time of surrender of same to the Government) he also left a buggy, which he had owned only 6 months, in a barn on the farm. He also states that he left in the same barn a barrel of vinegar. Claimant's property is part of the infantry rifle range, and soon after the infantry troops occupied the range the following fittings from his saw mill were taken:

- 1 Steam Gauge,
- 1 Suction Valve,
- 1 Set of Governors,

File No. 497 L/C.

-2-

October 15, 1919.

File # Pop Valve,
1 piece of Pipe,
2 Brass Valves,
1 Brass Whistle, and
2 Bolts;

that at the time these were taken from the engine and boiler, no one was allowed within the limits of the reservation except military personnel, giving rise to the presumption that no one except soldiers could have taken these fittings. The Board estimated a reasonable value for the articles so taken, at \$80.00. At the time the Infantry troops were on the range claimant stated that he missed the vinegar and buggy. He claimed that he reported said loss to the officers in charge of the range, names unknown; that he found the buggy in possession of the troops camped on the H. H. Turner plot; that the following day he visited the camp to remove his buggy, but was told that it had been burned. One R. F. Pitman, being duly sworn, testified that he was with claimant at the time the buggy was discovered, and when claimant was told that the buggy had been burned. The Board finds that \$35.00 is a reasonable value for the vinegar and the buggy, and that, inasmuch as this property was taken while it was within the reservation, and under lease to the Government, and as the evidence shows that civilians were not allowed within the limits of the reservation, the Board states as its opinion, that claimant should be reimbursed as follows:

\$80.00 for loss of engine and boiler fittings.
35.00 for vinegar and buggy stolen by troops, making a total of
\$115.00.

The Local Board was of the opinion that this is a fair and reasonable adjustment, and attaches to its proceedings the signed agreement of claimant to accept the sum of \$115.00 in full of all damages, and releasing the Government from any and all further obligations to him by reason of the occupancy of troops and also of any other acts of the Government.

Examination of the lease fails to show that claimant reserved to himself the right of entry upon the land during the life of the lease. It would appear therefore that the duty was upon him to remove his movable property therefrom prior to the beginning of the lease.

WASHINGTON, D. C.
MUNITIONS BLDG., 15TH & B STS.
WAR DEPARTMENT BOARD OF APPEALS

BY
E. H. GARDNER,
COLONEL, QUARTERMASTER GENERAL

WAR DEPARTMENT BOARD OF APPRAISERS

ADOPTED NOV. 13, 1919

BY
W. S. VALENTINE,
COLONEL, QUARTERMASTER GENERAL

It is the opinion of the writer, in view of all the evidence, that claimant was not given an opportunity to remove his property on account of the occupation of his land, before the lease began to run, and that he has a just ground for this claim. In view of the thorough examination into the claim on the part of the Local Board, it is thought that the recommendation of the Local Board, that this claimant be reimbursed as above, should be concurred in, for the reason that this is a just claim.

I therefore recommend that an award issue in favor of General Valentin in the sum of \$115.00 in full and complete satisfaction of his claim.

The statement made by claimant in the letter above referred to, that his land was occupied before the lease began to run, has been verified by the Local Board, as applying to a great many other claims on the Underwood Artillery Range; also the statement of the claimant that he was summarily ordered off his land. It will say that my land was not leased until 1918, and that at the range, then my land was leased and I had but short time to look up a place to move to. Only 8 days were allowed me to get off my premises, and perhaps you had not taken into consideration the weather we have to contend with, and I could not move my machinery. You said that it was my duty to have moved my property, which it was, should I have had the time and could have done so, but I had leased my land and had been given orders to get off."

However, the writer is in receipt of a letter from claimant, dated November 27th, 1919, from which the following is quoted:

FILE NO. 407 E/O.
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October 16, 1919.

2-27-16SD

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F Col. 1 Camp Wadsworth SE Pitman, Samuel