

War Department  
Zone Finance Office  
Washington

File No. 167-40, ZFO-QMC-MAS, (Awards) Nov. 23th, 1919.

From: Zone Finance Office, Q.M.Br., Misc. Accts.  
Sec., 18th & C Sts., E.W., Washington, D.C.  
To: Director of Real Estate Service, Wash., D.C.  
Subject: Payment of Awards.

1. In accordance with your request to be notified when final payment was made on certain awards made by the War Department, Board of Appraisors, you are informed that Major C.E. Gray paid the following awards November 26th, 1919, viz:-

Luther R. Fisher, R.F.D., #1, Landrum, S.C.	\$ 48.00
James D. Pierce, R.F.D., #1, Landrum, S.C.	95.00
Wade H. Plumley, Route 2, Campobello, S.C.	327.00
<del>Morris Plumley, Campobello, S.C.</del>	<del>116.00</del>
Mrs. Kate Nixon & Mrs. Mary Williams, Triangle, Lincoln Co., S.C.	500.00
George A. Huff, Campobello, S.C.,	28.50

By authority of the Zone Finance Officer:

W. O. Carter,  
Capt., Q.M.C., U.S.A.\*

WOC:WHB:EPS

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

November 17, 1919.

Dr. Morris Plumley,  
Campobello, S. C.

Dear Sir:

Your claim for damages to timber on your property near Camp Wadsworth, S. C., which was used by the Government as an artillery range, has been acted upon by the War Department Board of Appraisers, and said board has recommended that an award be issued in your favor, in the sum of \$115.00, in full and complete satisfaction of your claim.

This recommendation of the War Department Board of Appraisers is this day being forwarded to the Director of Finance for final settlement, and it is requested that if you should desire any further information concerning your claim, you communicate direct with him.

Yours very truly,

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

By:

J. C. WHICKER,  
Lieut. Colonel, U. S. A.,  
Fiscal Assistant.

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JSA/N

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Claim of Morris Plumley,  
Campobello, S. C.

Wrapper Ind.

(S-12/1/19)

War Dept., Office of the Director, Real Estate Service, Munitions Bldg.,  
Wash., D. C., November 17, 1919. - To: Director of Finance, Washington, D. C.  
ATTENTION: Maj. Hartley. FORWARDED.

1. Synopsis made of the claim of Morris Plumley, Campobello, S. C.,  
File No. 69 L/C.

2. It is requested that this office be informed when the above men-  
tioned claim is paid, in order that our files may be completed.

By authority of the Director, Real Estate Service:

J. G. WHITAKER,  
Lieut. Colonel, Q. M. C.,  
Fiscal Assistant.

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

File No. 69 L/C.  
Case under G.O. 102, W.D. 1919.

October 11, 1919.

In the matter of the claim of )  
Morris Flunley, Campobello, S.C., ) REPORT  
for damages. )

This is a claim of Morris Flunley, Campobello, S. C., for damages alleged by him, and more particularly itemized as follows:

- \$100.00 for damage to timber.
- 54.00 for tan bark.
- 50.00 for expenses in removing from said property.
- \$214.00

Claimant is the owner of approximately 515 acres of land adjoining the lands of P. R. Pitman on the North, the D. N. Lockhart Estate on the West, the W. L. Flunley and S. C. Evans lands on the South and J. H. Connell and W. J. Howard lands on the West. This land was leased to the Chamber of Commerce, Spartanburg, S. C., under lease No. 3, and by the said Chamber of Commerce was leased to the United States under blanket lease dated November 27th, 1917.

This claim was considered by a Board of Officers, conveyed pursuant to paragraph 9, Special Orders #32, Headquarters Camp Padmorth, S. C., dated January 22, 1919, as amended by paragraph 15, Special Orders No. 23, Headquarters Camp Padmorth, S. C., dated March 24th, 1919.

From examination of the land and testimony of claimant, the Board ascertained that the above described property of claimant was taken over by the Government, and that, at the time of the said taking over, claimant had contracted with one T. H. Hallow for the cutting of certain timber on the land and having the same into lumber. Mr. Hallow had cut down the trees and had removed the tan bark therefrom and had it ready to market when the Government took possession. Claimant was to have received \$2.00 per cord for the bark, and the trees from which the tan bark was taken, were to be stored by Hallow into lumber for the market. Claimant was to have received \$2.00 per cord for the tan bark from Hallow. The Board ascertained that there was a loss of \$



October 11, 1919.

cords of tan bark; that this was a loss both to claimant and to Ballow, due to the inability of either claimant or Ballow to remove same on account of Government occupancy. The Board examined the timber which had been cut to obtain this bark, and which was to have been sawed up into lumber for the market, and made a careful estimate as to the contents. It appears that trees cut with the saw must be sawed up into lumber at once, otherwise they are destroyed by worms; that this particular timber had to lie on the ground on account of inability of claimant or of Ballow to remove same due to Government occupancy, and that, having been cut with the saw, it has been destroyed by worms and ruined; that an estimate of such damage to timber shows that, if cut into cord wood, it would have provided 200 cords.

Under the terms of the claimant's lease, he is entitled to reimbursement for all live timber cut for cord wood, at the rate of 50¢ per cord. The Local Board expressed the opinion, therefore, that the value of the timber that was ready to be hauled to the mill, at the time of Government occupancy, but which had been left on the ground, was \$100.00. It is the opinion of the Local Board that, 8 cords of tan bark at a value of \$8.00 per cord and 200 cords of fire wood at a value of \$10.00, having had to lie on the ground and spoil on account of Government occupancy and the inability of owners to remove the same, the claimant should be reimbursed as follows:

\$16.00 for tan bark,  
100.00 for timber destroyed, making a total of  
 \$116.00

That part of Mr. Plunley's claim for \$50.00, covering expenses in moving, is not believed by the Local Board to be a legal claim against the Government, and therefore that part of the claim is not approved by the Local Board.

The claimant has signed a release in the sum of \$116.00, in full and final settlement for all damages to his land and appurtenances thereto, which may have been sustained due to the entry and occupation by the Government under his lease, and thereby released the Government from any and further obligations or responsibility for the said land from this date (June 11th, 1919).

It is thought that this constitutes a waiver for any further consideration of his claim for \$50.00 for moving from the land. The Local Board awarded Mr. Morris Plunley, therefore, the sum of \$116.00 in full settlement of his claim for \$116.00.

Attention is invited to certificate from Maj. E. C. Johnson, Infantry, to the effect that this loss was due to claimant being ordered off his land by Government officials, prior to the date of his lease.



File No. 39 1/0.

October 13, 1919.

In view of the above facts, the War Department Board of Appraisers recommends that an award issue in favor of Morris Plumley, Campbellville, South Carolina, in the sum of \$116.00 in full and complete satisfaction of his claim for damage to timber and tan bark, on his land leased to the United States, near Spartanburg, South Carolina, and for having to move from said land on account of its occupancy by the United States Government.

WAR DEPARTMENT BOARD OF APPRAISERS,

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

Adopted November 6th, 1919.

WAR DEPARTMENT BOARD OF APPRAISERS,

By J. L. KNOWLTON,  
Colonel, Coast Artillery Corps,  
Chairman.

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Plumley Morris