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82D CONGRESS }
2d Session }

SENATE

{ REPORT
{ No. 2010

HOWARD S. LAWSON; WINIFRED G. LAWSON, HIS WIFE;
WALTER P. LAWSON; AND NITA R. LAWSON, HIS
WIFE

JULY 1 (legislative day, JUNE 27), 1952.—Ordered to be printed

Mr. McCARRAN, from the Committee on the Judiciary, submitted the following

REPORT

[To accompany H. R. 2789]

The Committee on the Judiciary, to which was referred the bill (H. R. 2789) for the relief of Howard S. Lawson; Winifred G. Lawson, his wife; Walter P. Lawson; and Nita R. Lawson, his wife, having considered the same, reports favorably thereon, without amendment, and recommends that the bill do pass.

PURPOSE

The purpose of the proposed legislation is to pay Howard S. Lawson; his wife, Winifred G. Lawson; Walter P. Lawson; and his wife, Nita R. Lawson, of Dillon Beach, county of Marin, State of California, the sum of \$7,000 in full settlement of all their claims against the United States for damage sustained by Mr. Lawson and the other named parties as a result of damages to grounds, buildings, and equipment leased to the War Department on or about December 10, 1941, to February 2, 1944.

STATEMENT

A prior bill was introduced in the Eightieth Congress, on which no action was taken.

On December 10, 1941, units of the United States Army began the use and occupancy of approximately 5 acres of land, 22 cabins and a recreation hall, owned and operated by the claimants. It is also conceded that during the first few weeks of such occupancy the Army used certain personal property of the claimants, including beds, bed springs, mattresses, stoves, chairs, and tables.

Sometime in January 1942, the Government obtained its own equipment, and whatever personal property of the lessor's had been

in use was stored in a place which the Government contends was designated by the claimants.

There was no physical survey made of the premises at the time of the occupation by the Army. The data on file seems to indicate that the Army decided to move in without reasonable notice to the claimants.

In March 1942, the Government negotiated a lease with the owners, and in April 1942, a certificate of survey was executed which noted that specific damages had been adjusted. On the same date the claimants signed a release in which they certified that on said date they had inspected the property occupied by the United States troops, and found it to be in satisfactory condition, and further, that other than for payment of rental then accrued, they would make no claim against the Government which might have resulted from that or other occupancy by the Government.

The prevailing leases on the property were terminated on February 2, 1944, at which time the Government vacated the premises. The following November the claimants notified the Government that they had been damaged to the extent of \$11,203.

In a letter written under date of October 17, 1947, the then Secretary of the Army, Kenneth C. Royall, protested the claim in question and in that letter sets forth various reasons for taking that position. In brief, the Secretary of the Army said that the investigation made and concluded by the Government under the direction of a division engineer established the fact that there was no damage to the property in excess of normal wear and tear, but that the Government had occupied additional land not under the lease, and that the Government had destroyed five of the claimant's tent houses. The division engineer recommended that the claim be allowed in the sum of \$360, to be allocated as follows: \$180 for rental of additional land not covered by the lease, and \$180 for the destruction of the five tent houses at \$36 each. The sum of \$360 represents what the Government concedes to be due at this time.

The buildings taken over by the Government and which were operated for resorting purposes are as follows:

One recreation hall,

One five-room house,

Six three-room houses or cabins,

Four two-room houses or cabins,

Eleven one-room houses or cabins,

Five tent houses, for each of which a wooden platform was made available for attachment.

The rentals ranged from \$100 per month for the five-room house to that of \$25 per month for the tent houses. With the exception of the latter, all of the buildings were furnished and contained household utensils, electric range, refrigerator, water heater, bedding, etc.

The recreation hall was used for dancing, indoor games, and so forth, and contained a large amount of miscellaneous equipment, including two electrically amplified music boxes. The space occupied by the resort amounted to about 5 acres.

Howard S. Lawson, one of the claimants, testified in his own behalf and produced supporting affidavits signed by James Keegan, and George J. Donohue, whom he hired to make estimates of the cost of restoring the premises to their original condition. One Jay D. Harworth filed a detailed affidavit in which he set up, among various

items, that he was a licensed general contractor under the laws of the State of California, and has been engaged in that business for the last 36 years; that he was acquainted with the conditions of the Lawson property before the Army occupied them; that he observed the abuse of the property received while the Army was in occupancy; and that he was hired to rebuild certain buildings after the lease was terminated.

He also certified that the grounds and buildings were in good and usable condition before the Army occupied them, and mentions details to corroborate this statement. In the affidavit a very clear and specific description is given of the condition of the buildings and the grounds after the Army vacated and turned the property back to the owners.

In addition to the affidavits on file, there are written statements not sworn to, submitted by a number of individuals who state that they were acquainted with the property before and after the specific occurrences in question, and in their letters and written statements they support the claimants relative to the condition in which the property was left when the Army vacated. All of these statements in the form of affidavits and letters support the petition of the claimants.

The Department of the Army produced written statements of one John B. Graves, claims investigator, San Francisco suboffice, United States division engineer, and photostatic copies of the written lease and supplemental memorandum relating to the original lease, copies of a number of letters that passed between the Government and the lessors. There is also a certificate of survey on file under date of April 21, 1942, on which the Government relies as containing corroborative evidence of its contention that the inspection made as of April 1942 proved the property to be in satisfactory condition, with the exceptions of those items noted in the certificate.

There is a photostatic copy of the transcript of the testimony of John F. Riley and Bert Metz on file. The former was employed as an administrative officer for the Government, and acted for the Government in matters pertaining to listing real estate. Bert Metz is listed as Chief of Leasing and Claims Branch, San Francisco suboffice.

Both of these gentlemen give an account of what they observed while inspecting the property and explanations concerning other details bearing on this issue. Both gentlemen concede that the claim for damages which the claimants allege took place bears considerable merit, but they rely somewhat on the language of the lease as a defense, and also raise the point that damages as described are substantially correct, but the Government is not to be held liable because the lessors agreed under the terms of the lease to make reasonable repairs during the occupancy thereof, and this, say the lessees, the lessors failed to do.

Mr. Lawson appeared before a subcommittee of the House Judiciary Committee on May 13, 1948. At that time he explained that he signed a release under the threat of the Army not signing a lease. He further explained that he had no opportunity of asking restoration of the property 90 days in advance (as provided in the lease) because the Army served notice on January 29, 1944, that they were vacating as of February 2, 1944. Mr. Lawson was advised in this connection that there would be no restoration of the property, but that a cash settlement for damages would be made. For that reason, claimant's attorney made no application for restoration of the property.

The Department of the Army alleges that there was no damage to claimant's property in excess of ordinary wear and tear. Testimony adduced at the hearing reveals that damage done to the property was not the ordinary wear and tear contemplated by the lease, but rather consisted of doors knocked off hinges, stoves broken, holes chipped in the floors, holes shot through the roof, and destruction of the plumbing equipment. The committee is of the opinion that such damage is not that contemplated in the ordinary understanding of wear and tear. Further, this property was occupied by groups of soldiers ranging from 200 to a maximum of 400 at one time. In the light of the destructive use of this property during the period of Army occupation, the committee is of the opinion that such use goes beyond the ordinary "wear and tear" contemplated by the parties, and that such use by the Army created an extraordinary situation beyond the intent of the words "wear and tear" contained in the lease.

The committee is of the further opinion that claimants are entitled to recover an amount for any such damage as resulted from the usage to which the Army put the property and which was beyond the ordinary contemplation of "wear and tear".

The committee believes that the amount determined by the House Judiciary Committee is reasonable compensation and therefore recommends favorable consideration of the bill (H. R. 2789).

Attached hereto and made a part of this report is the report of the Department of the Army and various affidavits of claimants submitted in connection with this bill.

DEPARTMENT OF THE ARMY,
Washington, D. C., October 17, 1947.

HON. EARL C. MICHENER,
*Chairman, Committee on the Judiciary,
House of Representatives.*

DEAR MR. MICHENER: The Department of the Army is opposed to the enactment of H. R. 3822, Eightieth Congress, a bill for the relief of Howard S. Lawson, Winifred G. Lawson, his wife; Walter P. Lawson; and Nita R. Lawson, his wife.

Under the provisions of this bill, the Secretary of the Treasury is authorized and directed to pay to Howard S. Lawson, his wife, Winifred G. Lawson; Walter P. Lawson, and his wife, Nita R. Lawson, of Dillon Beach, Marin County, Calif., the sum of \$11,203 in full settlement of all claims against the United States for damages sustained by the claimants as the result of damage to grounds, buildings, and equipment on 5 acres, more or less, of claimants' property at Dillon Beach, Marin County, Calif., leased to the War Department under Lease No. W-868-eng-2136 and used for shelter and other purposes by units of the United States Army and the Coast Guard from December 10, 1941, to February 2, 1944.

The records of the Department of the Army disclose that, on December 10, 1941, units of the United States Army began the use and occupancy of approximately 5 acres of land, 22 cabins, and a recreation hall owned by the claimants.

During the first several weeks of such occupancy, the Army used certain personal property of the claimants, including beds, springs, mattresses, stoves, chairs, and tables. In January 1942 the using services obtained Government equipment and the lessor's personal property was stored in a place designated by claimant Howard S. Lawson. There was no physical survey made of the premises at the time of occupancy by the Army. In March 1942, however, the Government negotiated lease No. W-868-eng-2136 with the claimants, and on April 21, 1942, Howard S. Lawson executed a certificate of survey which stated that certain specifically enumerated damages had been occasioned. On the same date the claimants signed a release in which they certified that they had, on said date, inspected the property which was used by the United States troops, their vehicles and equipment, and found it to be in satisfactory condition, and further, that, other than for payment of rental then accrued, they would make no claim against the Government for damage which might have resulted from that or other occupancy by the Government.

Paragraph 8 of the lease provided that the Government had the right to make alterations, attach fixtures, and erect additions on the premises, and that the Government would, if required by the lessor, before the expiration of the lease or renewal thereof, restore the premises to the same condition as that existing at the time of entrance under the lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government had no control, excepted. Paragraph 9 of the lease provided that the lessor should maintain the said premises in good repair and tenable condition during the continuance of the lease, except in case of damage arising from the act or the negligence of the Government's agents or employees, and that for the purpose of so maintaining the premises, the lessor reserved the right to enter and inspect the premises at reasonable times and to make any necessary repairs thereto.

The lease, as renewed, was terminated on February 2, 1944, at which time the Government vacated the premises. The owners did not make demand for restoration of the property in accordance with the terms of the lease.

On November 30, 1944, the lessors named in the subject bill filed a claim against the Government in the sum of \$11,203, determined as follows:

| | | |
|--|-------|--------|
| Mess hall, damage to— | | |
| Building..... | \$200 | |
| Equipment..... | 370 | |
| | | \$570 |
| Point House, damage to— | | |
| Building..... | 2,500 | |
| Equipment..... | 618 | |
| | | 3,118 |
| 6 3-room houses, damage to— | | |
| Buildings..... | 1,200 | |
| Equipment..... | 1,380 | |
| | | 2,580 |
| 4 2-room houses, damage to— | | |
| Buildings..... | 500 | |
| Equipment..... | 680 | |
| | | 1,180 |
| 11 1-room houses, damage to— | | |
| Buildings..... | 1,100 | |
| Equipment..... | 1,100 | |
| | | 2,200 |
| Damage to grounds..... | | 500 |
| 5 tent houses (torn down)..... | | 250 |
| 500 feet of lumber..... | | 125 |
| Rest rooms..... | | 200 |
| Tools..... | | 100 |
| 4 acres used by artillery for 2 years, at \$10 per acre..... | | 80 |
| Damage and clearing expense, filling pits, and planting grass..... | | 100 |
| Damage by O. P. on Sugar Loaf..... | | 25 |
| Labor filling O. P. pit and anti-aircraft pit..... | | 20 |
| Rental on gun range, 20 acres for 4 months..... | | 80 |
| Labor to remove 3 barbed wire entanglements..... | | 75 |
| Total..... | | 11,203 |

A complete investigation was made of this claim by representatives of the division engineer, Corps of Engineers, in San Francisco, who found that all the buildings leased by the Government from the claimants were at least 20 to 30 years old, were of single-plant construction without studding, that nearly all of them rested on mud sills and were in a very dilapidated condition at the time of entry by the Government, that the Government, without success, requested the claimant on numerous occasions to repair the buildings in accordance with their obligation under paragraph 9 of the lease; and that in order to make the buildings habitable, the Government performed these repairs, consisting of the replacement of numerous window panes, the placing of roofing paper on most of the cabins, and painting the interiors of the cabins.

The investigation further disclosed that the mess hall was supported on piling, and because of erosion from flash floods was on the verge of collapse; that to prevent such collapse the Government shored and strengthened the supports under the building. With regard to cabin No. 31, Point House, the evidence reveals that floodwater normally flowed down Beach Avenue through a small culvert and thence down the side of a hill beyond Point House; that to utilize Beach Avenue to its best advantage the troops graded the road but did not interfere with the ditches on either side of the road; that in order to provide properly for the runoff of drainage waters, it would have been necessary to construct a culvert below the surface of Beach Avenue, but that the claimants failed to install such a culvert with the result that runoff waters became diverted toward the Point House and undermined the foundation. The record further reveals that there was no substantial damage to the grounds during the period of Government occupancy and the few fox holes which were dug had been substantially filled by erosion at the termination of the lease.

As a result of this investigation, the division engineer determined that there was no damage to the property in excess of normal wear and tear but that the Government had occupied additional land not under the lease, and had destroyed five of the claimants' tent houses. In view of this, the division engineer recommended that the claim be allowed in the sum of \$360, consisting of \$180 for rental of the additional land not covered by the lease, and \$180 for the destruction of the five tent houses at \$36 each. The claim was reviewed by the Real Estate Claims Board, Office of the Chief of Engineers, which concurred in the recommendation of the division engineer and transmitted it, on March 16, 1945, to the General Accounting Office for final administrative consideration. By settlement certificate dated March 18, 1946, the General Accounting Office indicated concurrence in the recommendation of the Real Estate Claims Board, and advised the claimants accordingly.

In view of the above, it is the considered opinion of the Department of the Army that, other than allowance of the \$180 for the destruction of five tent houses by the Government, the property was not damaged by the Army during the occupancy thereof in excess of normal wear and tear, and that, as a matter of fact, the property was in better condition upon termination of the Government's occupancy than at the beginning.

Under the circumstances, this Department is of the view that the claimants are not entitled to further relief, and, consequently, objects to the enactment of H. R. 3822. If, however, notwithstanding the above, the Congress decides to enact H. R. 3822 into law, the total amount allowed should be reduced by \$360, which sum has already been allowed the claimants by the General Accounting Office.

The fiscal effects of this bill would involve the expenditure of the sum of \$11,203 (less the \$360 above set forth) and such minor administrative expenses as may be required to effect payment.

The Bureau of the Budget advises that there is no objection to the submission of this report.

Sincerely yours,

KENNETH C. ROYALL,
Secretary of the Army.

AFFIDAVIT TO SUPPORT CLAIM OF DAMAGES AGAINST THE UNITED STATES ARISING
OUT OF LEASE OF PROPERTY TO WAR DEPARTMENT

STATE OF CALIFORNIA,
County of Sonoma, ss:

Howard S. Lawson, Winifred G. Lawson, Walter P. Lawson, and Nita R. Lawson, being first duly sworn, each for himself and herself, depose and say:

That your affiants are now and have been at all times since 1923 the owners of a certain resort in northern Marin County known as Dillon Beach, Marin County, Calif. That said Dillon Beach has been a seaside resort on the Pacific Ocean since the year 1865. That on or about December 10, 1941, the War Department of the United States of America took possession of the 5 acres of property owned

by your affiants known as Dillon Beach Resort, including various houses, cabins, and other structures, then fully equipped with furnishings and fixtures and equipment for living purposes; that on or about the 10th day of December 1941, your affiants entered into a written agreement of lease with the United States of America being lease No. W868-eng-2136, for the period of December 10, 1941, to June 30, 1942; that said lease was renewed from year to year by lessees as provided therein, and was canceled in writing by the lessee War Department, effective February 2, 1944.

That on or about the 10th day of December 1941, the premises occupied by the War Department and described in the lease herein referred to, contained the following structures and personal property:

(a) One recreational hall dimensions, 40 by 60 feet, of ordinary construction, completely equipped for dancing, indoor games, cards, and luncheons, and furnished with two electrically amplified music boxes, two loud speakers, chairs (common) for 60 persons, and 5 tables.

(b) One five-room house known as Point House erected on a bluff overlooking the ocean, being completely furnished with electric range, electric refrigerator, water heater, bedding, beds, kitchen utensils and dishes for the accommodation of 10 persons. This accommodation had been rented in 1941 on the basis of \$100 per month for a period of about 7 months.

(c) Six three-room houses or cabins of ordinary lumber construction, each with toilet and ordinary plumbing connections. Each cabin had full furniture including electric stove, ice box, bedding, and was equipped with kitchen utensils, and was rented to accommodate six persons. These cabins had been rented in 1941 and in prior years at an average rate of \$50 per month.

(d) Four two-room houses or cabins of ordinary lumber construction, each with toilet and ordinary plumbing connections. Each cabin had full furniture including electric stove, ice box, bedding, and kitchen utensils, and was rented to accommodate four persons. These cabins had been rented in 1941 and in prior years at an average rate of \$40 per month.

(e) Eleven one-room houses or cabins of ordinary lumber construction, each with toilet and ordinary plumbing connections. Each cabin had full furniture including electric stove, ice box, bedding, and kitchen utensils, and was rented to accommodate four persons. These cabins had been rented in 1941 and in prior years at an average rate of \$30 per month.

(f) Five tent houses for the use of vacationers on a wooden platform with tent thereon and simple living accommodations. These tent houses had been rented in 1941 and in prior years thereto at an average rental of \$25 per month.

(g) Small building containing restrooms and toilet facilities for the use of the resort guests.

(h) Miscellaneous hand tools and approximately 5,000 feet of lumber.

That on the date of the taking by the War Department, all of the improvements herein described, and the personal property referred to were in reasonably sound and good condition and had been carefully maintained and painted about 6 to 8 months before the Army occupation; that the roads located on the leased premises and the drains which were carrying away the water were in good and sound condition.

That on the date of termination of the Army lease, to wit: On or about February 2, 1944, your affiants had their first opportunity to make an investigation of the damages described, caused by the occupation of the premises by the War Department during the period herein described. That on or about March 8, 1944, your affiants presented, pursuant to the request of the United States Division of Engineers, Real Estate Branch, 231 Sansome Street, San Francisco, Calif., an itemized statement of damages to their property caused by Army occupancy. That on or about June 1, 1944, your affiants filed with the War Department, Office of Division Engineer, Pacific Division, San Francisco 19, Calif., in quadruplicate their claim for damages for \$11,203, all allegedly caused by the negligence and carelessness of the United States Army, and none of it being caused by reasonable wear and tear.

That the following is a statement of the damages claimed to the leased premises, both the structures and personal property, as a result of Army occupancy:

| | | |
|---|-------|--------|
| Recreation Hall, damage to— | | |
| Building..... | \$200 | |
| Equipment..... | 370 | |
| | | \$570 |
| Point House, damage to— | | |
| Building..... | 2,500 | |
| Equipment..... | 618 | |
| | | 3,118 |
| 6 3-room houses, damage to— | | |
| Buildings..... | 1,200 | |
| Equipment..... | 1,380 | |
| | | 2,580 |
| 4 2-room houses, damage to— | | |
| Buildings..... | 500 | |
| Equipment..... | 680 | |
| | | 1,180 |
| 11 1-room houses, damage to— | | |
| Buildings..... | 1,100 | |
| Equipment..... | 1,100 | |
| | | 2,200 |
| Damage to grounds..... | | 500 |
| 5 tent houses (torn down)..... | | 250 |
| 5,000 feet of lumber..... | | 125 |
| Rest rooms..... | | 200 |
| Tools..... | | 100 |
| 4 acres used by artillery for 2 years at \$10 per acre..... | | 80 |
| Damage and clearing expense, filling pits and planting grass..... | | 100 |
| Damage by O. P. on Sugar Loaf..... | | 25 |
| Labor filling O. P. pit and anti-aircraft pit..... | | 20 |
| Rental on gun range, 20 acres for 4 months..... | | 80 |
| Labor to remove 3 barbed wire entanglements..... | | 75 |
| Total..... | | 11,203 |

That during the occupancy of the premises by the War Department, all furniture in every occupied unit described herein was completely destroyed or rendered useless; that all the lumber and tools described in this affidavit were taken or disappeared; that the roads through the resort were badly damaged because of the use of heavy tanks, tractors, and other heavy equipment; that the Army caused excavation under the Point House for gun mounts and undermined the structure so that it had a 30-percent list and slid off the foundation; every window in this structure was broken, and every door was off the hinges, and partition walls had been chopped out; that the same situation in a lesser degree was to be found in each cabin and in the recreation hall; that at the time of the presenting of the original claim herein referred to, your affiants employed James Keegan, of Dillon Veach, and George Donahue, of Mill Valley, Calif., to make an estimate of the costs of restoring the premises to their original condition; that your affiants' claim for damages is based upon the estimates of Keegan and Donahue, both experienced builders, and upon their experience; that the claim as presented represents the costs in 1944, and that since said time, both labor and material costs have had a sharp increase.

That on or about November 15, 1944, your affiants executed a release in connection with the termination of the lease of the War Department; that said release contained a statement therein that it did not operate as a bar to a claim of damages of affiants herein against the War Department for destruction of property on the leased premises; that your affiants have received among other things, a letter from the War Department dated November 1, 1944, referring to said lease in which there is an allegation that the release forwarded for signature had been modified to exclude any release of a claim for damages, your affiants state that the lessee under said lease failed to restore the premises to the condition in which they were delivered.

In witness whereof, your affiants have set their hands and seals this 7th day of July 1947.

HOWARD S. LAWSON.
WINIFRED G. LAWSON.
WALTER P. LAWSON.
NITA R. LAWSON.

Subscribed and sworn to before me this 7th day of July 1947.

[SEAL]

ALICE L. SYMONS,

Notary Public, in and for the County of Sonoma, State of California.

AFFIDAVIT TO SUPPORT CLAIM OF DAMAGES AGAINST THE UNITED STATES ARISING
OUT OF LEASE OF PROPERTY TO WAR DEPARTMENT

STATE OF CALIFORNIA,
County of Sonoma, ss:

Jay D. Haworth, being first duly sworn, does depose and say:

That he is a licensed general contractor under the laws of the State of California and holds license No. XXXX. That he has held said license and engaged in general contracting for the last 36 years. That he lives at 2142 Seventh Avenue, Sacramento, Calif., and has owned a summer home at Dillon Beach, Calif., since 1932.

That he was well acquainted with the condition of the Lawson property and buildings before the Army occupied them, observed the abuse the property received during said occupancy and was hired to rebuild certain buildings after the property was turned back to the owners.

That in his opinion the grounds and buildings were in good and usable condition before the Army occupied them. That the property was used as a recreational beach resort by thousands of families each year and that these people were comfortable and happy in their occupancy of these buildings and property and paid rentals equal in comparison with those charged in other beach communities up and down the California coast. That all cottages, to wit: 1 five-room house known as the Point House, 6 three-room houses, 4 two-room houses, 11 one-room cabins and 5 tent cabins, were in good usable condition and fully equipped as house-keeping units to accommodate the number of persons for which they were designed.

That the Army did move into these houses, placing in each several more men than they were designed to take care of, and using all beds, bedding, furniture, dishes, stoves, curtains, shades, plumbing, etc.

That the extreme hard usage and abuse given these buildings by the troops resulted in their near total destruction. Each had to be completely rebuilt, new plumbing installed, and new equipment obtained for them.

That the sum asked for in this claim was spent on said buildings and that the required repairs could not have been made for a lesser sum.

That the building known as the Point House was a well-built two-story dwelling with a partially completed income apartment on the lower floor. The upper story was a five-room apartment and completely equipped as a seaside dwelling for up to 10 people. That the Point House was fully furnished, with bath, electric water heater, cooking range, and lights. That the plumbing was modern throughout and the furnishings complete.

That the Army did use this building first as a kitchen for feeding some 250 troops and later as quarters for an entire battery of artillerymen of the Seventy-fourth Field Artillery. Such usage was extremely rough for a building designed for family use and as a result much permanent damage was done both to the structure itself and to its contents.

That later on during its occupancy, the Army did fill in certain drain ditches near the Point House, forcing the rain waters to leave their normal channels and flow through and under said structure, destroying completely its foundations and toppling the house over and into a large excavation on its north side. This hole was dug under one corner of the house by the troops, as a gun position, and contributed heavily to the destruction of the building.

That amateurish efforts were made to straighten up the structure but these were so unsuccessful that it was used from that time on only as a gun position and an observation post.

That the building was in such a wrecked condition upon its return to the owners that there was no recourse but to demolish it. That to replace such a dwelling at that time would have cost at least \$8,500, and this, with the furnishings, would in itself be practically equal to the total amount asked for by the Lawsons.

That the Army did take over the recreation hall with all its equipment and that they used same first as a barracks and later as a kitchen and a mess hall. That during the time of the Army's occupancy all the equipment in the building was destroyed or lost and the building rendered unfit for use to the extent that the owners were forced to tear it down after its return to them.

That the Army did install showers and tanks underneath said hall and allowed the drains from same to run under its foundations, undermining them and causing building to settle badly at the south end.

That, during the Army's use of the hall, all plumbing facilities, even those installed by the Army, were broken and destroyed to the point that showers, toilets, sinks, etc., were locked off from use by the troops.

That 75 percent of all glass in the building was broken out and the floors badly saturated with oil from the Army stoves. That at various times the stoves in the kitchen were allowed to set fire to the walls of the hall and they were badly charred and blackened throughout.

That the Army did, against the objections of the owners, nail tar paper over the permanent roof. Said paper was put on in an unworkmanlike manner by troops unskilled in such work and soon blew off, rendering the permanent roof unfit for use.

That said recreation hall was an old building but the framework was strong and substantial and that in the summer of 1941 he had discussed with the Lawsons plans for making this building into apartments and that he was working on plans for such a contract when the Army came in. But that after the Army had damaged the building so thoroughly, especially the undermining of its foundations, the entire structure was so twisted out of plumb that any such plans were useless.

That the Army did take over and use for its purposes the only comfort station on the ground, excluding any and all civilians from its use and causing great inconvenience to the owners' guests. That this building was new, having been built in 1940 and was well-equipped as men's and ladies' rest rooms, each having toilet, shower, sink, washtrays, shelves, table and chairs for the use of the general public and patrons.

That upon return of this property to the owners, all plumbing had been completely destroyed and all equipment lost.

That, in his estimation, considerably more than the \$200 asked for in the claim, was expended by the Lawsons in placing this building back in usable condition.

That he knows that the grounds were well kept and well planted to flowers and shrubs. That the street through the property was surfaced with an oil and rock armor coat, as was the large parking area. That the gardens were completely destroyed during the Army occupation and that the surfacing on the street and parking area was entirely ruined by the Army's vehicles, heavy trucks, jeeps, tanks, and other motorized equipment.

That, in witness to the above statement of facts, he has on this day, May 7, 1948, set his hand.

(Signed) JAY D. HAWORTH.

Witness to signature:

HANNA HAERLE.

AFFIDAVIT

STATE OF CALIFORNIA;
County of Marin, ss:

James Keegan, being first duly sworn, deposes and says:

That he at one time owned and operated the property known as Dillon Beach, now owned by the Lawsons; and that he later owned and operated other resort property in Sonoma County, during all of which time he received much knowledge and experience as to the accommodations demanded by the public in the resort areas of northern California.

That he was well acquainted with the cabins, cottages, houses, recreation hall, rest rooms, streets, and other facilities used by the public at Dillon Beach prior to the occupancy by the Army.

That the cabins, cottages, and houses were good, usable buildings, well equipped to accommodate the family trade frequenting Dillon Beach.

That the street and parking area were well graded, drained and surfaced with a California armor coat of asphalt and gravel.

That access to the beach was gained by a substantial stairway approximately 75 feet in length, leading from street level down onto the sands of the beach and by a roadway, 16 feet in width, for the use of such vehicles as were essential in transportation along said beach.

That he examined personally the cabins, cottages, and houses, recreation hall and rest rooms, upon their return to the owners early in 1944. That he found all buildings in a deplorable condition, with plumbing almost completely destroyed, many windows deliberately broken, doors off the hinges, locks gone entirely, foundations wrecked, and all interior equipment and furnishings badly damaged or gone completely.

That all of this destruction was definitely uncalled for, unnecessary, and not the result of usual legitimate wear and tear.

That all cabins, cottages, and houses were in such condition that only a complete rebuilding job from foundations to roofs, along with complete refurbishing, could place them back in the condition they were at the time the Army moved in.

That the recreation hall was a total loss and of no value to its owners. That he personally advised that said structure be torn down to eliminate hazard and unsightliness.

That the condition of this building was due to the fact that the Army had removed some of its foundations and placed large septic tanks underneath it. That all drainage from kitchen, mess hall, showers, and toilets in the building was allowed to drain out under the southerly end, causing sand to be washed away and the building to settle dangerously at that point. This settling wrecked the building, forced all walls, windows, and door openings much out of plumb, to such an extent that repairs to building could not be made.

That, in the absence of the owners, he personally endeavored to open up the drain system along the street above the five-roomed house known as the Point House, in order that the floodwater from the heavy rains at that time would not run under same and damage its foundations.

That the commanding officer ordered him from the property, telling him that the Army was perfectly capable of taking care of the property they had under lease.

That several days later, when nothing had been done by the Army, he went to the commanding officer a second time, requesting that something be done to protect the Point House from damage by rain waters which had been diverted under it by Army construction.

That the commanding officer told him in no uncertain terms to mind his own affairs and let the Army take care of theirs.

That as a result of this deliberate neglect on the part of the Army, heavy freshets were allowed to run through and under said Point House, causing it to eventually be a total loss.

That he observed the Army tearing out the steps and walkway leading to the beach and, upon questioning them as to their right to destroy the only means of public access to said beach, was told by the commanding officer that his orders had come down from regimental headquarters to destroy this easy approach from the beach, as it was a hazard in case of attack by the enemy.

That he observed the building of gun positions, ammunition magazine, fox holes and searchlight positions in the roadway leading to the beach and that it was this destruction of grade, surface, and contours which caused the complete elimination of this stretch of roadway so vital to the operation of Dillon Beach as a fishing resort.

That that section of Beach Avenue, approximately 1,000 feet in length, running through the area leased by the Army from Lawsons, was badly cut up and the surfacing entirely ruined by the motor vehicles belonging to and used by the Army.

That all of this destruction was needless and caused mainly by careless handling of tanks and heavy trucks.

That for the past 10 years he has been engaged in the building of cottages and houses of the type used in recreational areas.

That he has read and understands the amounts claimed by Lawsons in their request for relief under H. R. bill No. 3822 and that he believes same to be justifiable and right.

That he, as a builder, would not care to undertake to restore the property to its former condition from the state in which it was left by the Army for the amount, \$11,203, requested in the claim.

That, therefore, he, as a taxpayer and resident of Dillon Beach, requests that your committee pass favorably on this claim.

That in witness to the above statement of facts, he has on this day, May 6, 1948, set his hand.

Witness to signature:

JIM W. KEEGAN.

HANNA HAERLE.

AFFIDAVIT

STATE OF CALIFORNIA,

County of Sonoma, ss:

George J. Donohue, being first duly sworn, deposes and says:

That amplifying his previous statement, he has read and understands the details of the Lawsons' claim against the Government, due to damages done to their property at Dillon Beach while under lease to the Government, that lease being No. W-868-eng-2136.

That, in his opinion, the individual and total amounts claimed are reasonable and just and that, at the time said estimate was made, he would not have undertaken placing the property back in the condition that it was in when the Army took possession for a lesser amount than the \$11,203 requested in the claim.

That the estimated cost of items of repair as listed in the claim were figured on price conditions as of November 1944 and that, due to the rising costs of materials and labor, Lawsons have, to his knowledge, spent considerable more than this amount in an effort to restore the property to its former condition.

That in making this claim, no consideration was given to the loss of business, due to the Army's occupancy from December 9, 1941, to February 2, 1944, nor the period from February 2, 1944, to the present time.

That, during this latter period, he knows that the Lawsons have been able to take care of only a small part of their regular business, due to the damage done to the facilities by the Army and further due to the fact that, when they had returned and were attempting to get their facilities back into a usable condition, a large part of the necessary materials and equipment were not available at any price.

That, as a taxpayer, a resident and professional contractor and builder, he requests favorable passage and payment of this claim.

That, in witness to the above statement of facts, he has on this day, May 6, 1948, set his hand.

Witness to signature:

(Signed) GEORGE J. DONOHUE.

(Mrs. R. P.) KATE D. HILL,
Property owner at Dillons for over 30 years.

AFFIDAVIT

STATE OF CALIFORNIA,

County of Marin, ss:

Charles E. Walker, being first duly sworn, deposes and says:

That he is a cement finisher, plasterer, and rough carpenter of 30 years' experience and that he has been employed by Lawsons, at Dillon Beach, since January 1946.

That the greater part of his work has been laying new foundations and rebuilding the cottages and houses used by the Army during its occupancy of the premises.

That it was absolutely necessary to completely rebuild said houses, due obviously to the rank neglect and abuse of same by the Army.

That drainage and sewage systems had been allowed to overflow and water allowed to weaken foundations so that no permanent repairs could be made without entire new foundations.

That every effort was made to salvage the house known as the Point House, which was the largest and best located of all the Lawsons' rental property when the Army took possession. It had had complete concrete foundations and a 10-inch retaining wall but these were so weakened, twisted, and broken by the erosion underneath, caused by negligence of the Army in taking care of surface water drainage. This, along with the damage within done by the Army, left nothing that could be utilized.

That he has read and understands the claim against the Government filed by Lawsons for this damage and that, to his certain knowledge, the materials and labor required to make these repairs have run into a much larger figure than the \$11,203 requested.

That in witness to the above statement of facts, he has on this day, May 6, 1948, set his hand.

(Signed) CHARLES E. WALKER.

Witness to signature:

HANNA HAERLE.

TOMALES, CALIF., May 10, 1948.

Congressman CRAVENS,
Chairman of Claims Committee,
House of Representatives, Washington, D. C.

DEAR SIR: I moved my family to Dillon Beach in August 1939, rented a house from the Lawsons and moved from the beach to Tomales in 1942. We have lived here continuously since that date.

I was quite familiar with all of the Lawson properties at Dillon Beach before, during, and after its occupancy by our military forces. I have inspected the property, gone over the Lawson's financial claims, and think that they are fully deserving of the full amount asked for.

Yours very truly,

IRA F. NUCKOLS.

DILLON BEACH, CALIF., May 10, 1948.

Congressman CRAVENS,
Chairman, Claims Committee,
House of Representatives, Washington, D. C.

DEAR SIR: In regard to Mr. Howard Lawson's claim for property damages caused by the Army's occupation, I would like to say that I think he should be awarded twice the amount that he is claiming. I don't see how he can possibly replace everything for the amount of his claim, at present prices.

I have owned a cottage here since 1914. Have spent months of each year here and was here many times while the Army was here. I saw what was going on and know for a fact about the damages to cottages, roads, stairway, etc.

I consider it a public shame that a man's livelihood should be practically destroyed by members of our own Government. As a taxpayer and part-time resident, I request a favorable passage and payment of this claim.

Yours truly,

Mrs. PEARL E. BAUGH.

TOMALES, DILLON BEACH, CALIF., May 10, 1948.

Congressman CRAVENS,
Chairman of Claims Committee,
House of Representatives, Washington, D. C.

DEAR SIR: Having known the Lawson families for about 20 years and being well acquainted with their particular problems during the war and resulting heavy financial losses, I am deeply convinced of the fairness of their claims against the War Department.

1. The Point House and Recreation are especially well outlined in my mind as it looked before and after the "rough and tough" use by the War Department. The Japanese Army could not have given it a much worse treatment.

The careless laying of water pipes, leaving them exposed to erosion, the excavations under the buildings without proper reinforcements, caused the buildings to lean over and finally collapse.

2. The general restrictions and regulations of the War Department were of such a nature as to keep my friends from visiting me at my ranch home, adjoining the Dillon Beach resort. You can readily see how these restrictions imposed a heavy loss of patronage as well as financial loss to the Dillon Beach resort.

3. A further loss was caused by the inability to repair and rebuild immediately after the war, due to lack of labor, material, and equipment.

4. Having carefully read the claims and statements against the War Department, I as a taxpayer, neighbor, and minister of the Lawson families am firmly

convinced their claims are fair and should be paid without any further delay. I know of other claims against the War Department, which I thought were pitched too high and were promptly paid by the War Department.

5. There is another angle to this situation which should be taken into consideration. The Lawson families and their sons did not have to be drafted; they joined the colors of their own free patriotic will. Those not physically fit for military duty joined the merchant marine, including the father, Mr. Howard Lawson. The other Mr. Walter Lawson let his son join the Navy and did double duty on the farm.

6. In view of all these facts, I do believe, and I am certain you will agree with me, these claims to be not only just and fair, but exceedingly modest.

Thanking you for giving this matter fair and due consideration,
I am, yours respectfully,

GEORGE FRED HAERLE,
Minister, Presbyterian Church.

