

## SHEFFIELD CO.

MAY 7, 1926.—Committed to the Committee of the Whole House and ordered ordered to be printed

Mr. THOMAS, from the Committee on Claims, submitted the following

## REPORT

[To accompany H. R. 8923]

The Committee on Claims, to whom was referred the bill (H. R. 8923) for the relief of Sheffield Co., a corporation of Americus, Ga., having considered the same, report thereon with a recommendation that it do pass with the following amendment:

In line 5, after the word "appropriated," add "and in full settlement against the Government."

### STATEMENT OF FACTS

The facts in the case are as follows: During the World War the United States Government established Souther Aviation Field at Americus, Ga., and on said field had a depot supply warehouse in which were assembled during the war airplanes, their accessories, and other war material. During the year 1922 a large amount of the property stored at Souther Aviation Field was declared surplus material, and the Government duly advertised an auction sale to be held on the premises on August 29, 1922, for the purpose of disposing of this property. This sale was extensively advertised throughout the United States and on the day of the sale a number of prospective buyers from all parts of the United States were present. Preparatory to the sale the Government divided into different lots the property to be sold and had a catalogue printed describing the articles in the respective lots. The numbers of the lots in the printed catalogue ran from 1 to 501, inclusive, and in none of these lots listed in the catalogue was included the property involved in this claim, to wit, a large number of propeller hub castings.

These different lots listed in the catalogue were sold, and a new lot called 501 A, not listed in the catalogue, was made up and offered for sale. According to affidavits of disinterested reputable witnesses, the auctioneer pointed out the property embraced in said new lot

501 A, and stated that said lot contained the propeller hub castings now in controversy. If the propeller hub castings had been excluded from lot 501 A, practically nothing would have been left in it. Sheffield Co. purchased this lot 501 A, paying for it \$900, acting on the statement of the auctioneer that the propeller hub castings were a part of it. Mr. Sheffield of Sheffield Co. swears that he would not have bid on this lot 501 A had he not believed that the propeller hub castings were a part of it. He is supported in his contention that the propeller hub castings were a part of lot 501 A by the affidavits of Messrs. Hodges, Cohen, McMath, Council, and Wright, all disinterested reputable business men of Americus, Ga., some of them having bid on lot 501 A themselves on the understanding that the propeller hub castings were a part of it. Copies of the affidavits of the parties herein referred to are annexed to this report and made a part of it.

There is a conflict in the testimony as to whether or not the propeller hub castings were a part of lot 501 A. Major Churchill, commanding officer of the camp at the time, states that the propeller hub castings were a part of lot 325, and some of his junior officers corroborate him.

The propeller hub castings were delivered to the purchaser of lot 325, and, when Sheffield Co. called for them, they were informed that they had been delivered to the purchaser of lot 325. Major Churchill and his officers contended that they had made no mistake in delivering this property to the purchaser of lot 325, insisting that it properly belonged to the purchaser of that lot. Reference to the printed catalogue shows that lot 325 as advertised did not include these propeller hub castings as contended by the officers. The Government's printed catalogue advertised lot 325 as follows: "Containing 1,000 crank cases, rough forgings, Le Rhone 80." This printed advertisement of the Government is undoubtedly the highest and best evidence as to the property contained in said lot, and it is doubtful if parole evidence should be considered to vary this printed advertisement. If it were a contract, unquestionably parole testimony would be inadmissible. Lieutenant Harper, who was present at the sale, wrote Sheffield Co. under date of December 4, 1922, stating:

It is the opinion of the undersigned that the particular lot of propeller hub castings sold at the auction sale on August 29, 1922, at Americus, Ga., were included in lot 501 A. However, it is necessary to obtain further information on the subject, at which time you will be advised accordingly.

Later Lieutenant Harper, after Major Churchill's opposition developed, wrote Mr. Sheffield, saying his memory had been refreshed and he was in error in his statement that the castings belonged to lot 501 A.

It is a well-established rule of law in weighing testimony of witnesses to consider the interest or want of interest of the witnesses. The officers had this interest in the controversy: To maintain that they made no mistake in delivering the property to the wrong purchaser. Mr. Sheffield, of Sheffield Co., has a direct interest in the claim. There remains the testimony of five disinterested business citizens with no interest whatever in the claim, to the effect that Sheffield Co. purchased the propeller hub castings in lot 501 A, and that it

was the general understanding of themselves and other bidders that the propeller hub castings were sold as a part of lot 501 A.

Sheffield Co. purchased from the Government at this sale over \$50,000 worth of surplus property, and their bids on other parcels ran the price up and netted the United States Government several thousand dollars. The testimony shows that the profit of Sheffield Co. on its entire purchase of over \$50,000 was only \$5,000 gross, which, after paying the expense of selling the goods netted the company a bare profit, if any at all.

Sheffield Co. paid \$900 for lot 501A under the honest belief that the propeller hub castings were a part of it. These castings were not delivered to the company, and the company had to sell the remainder of the lot for \$150, netting the company a loss of \$750 by reason of nondelivery to them of property they thought they had bought.

The committee has no desire to cast any reflection upon any of the witnesses testifying in the case but accords to all honesty of purpose. The committee assumes that all of the witnesses are honest, but the committee is still of the opinion that it is inequitable, under the circumstances of this case, for the Government to require Sheffield Co. to pay for property which they thought they were buying but which the Government failed to deliver to them. The committee is of the opinion that Sheffield Co. is clearly entitled to relief. Therefore it reports favorably the bill reimbursing Sheffield Co. the \$750 it lost in the purchase and sale of lot 501A.

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WAR DEPARTMENT,  
Washington, March 1, 1926.

HON. CHARLES L. UNDERHILL,  
*Chairman Committee on Claims, House of Representatives.*

MY DEAR MR. UNDERHILL: Reference is made to your letter to me dated February 13, 1926, with which was inclosed a copy of a bill (H. R. 8923) for the relief of the Sheffield Co., a corporation of Americus, Ga., with the request that there be forwarded, for the use of your committee, all papers, or copies of same, on file in the War Department relating to the above claim, with my opinion as to the merits of the claim.

Pursuant to the request contained in your letter, transmitted herewith are copies of pertinent papers on file in the War Department relating to the above claim.

At an auction sale on August 29, 1922, the Government sold to the Sheffield Co., of Americus, Ga., certain goods identified as lot No. 501-A. At the same sale the Government sold to another purchaser certain goods identified as lot No. 325. The Sheffield Co. claims that certain propeller hub castings were included in the property sold to it as lot No. 501-A, and has submitted affidavits from several persons present at the sale evidencing the belief of the affiants that the claim of the Sheffield Co. is correct. On the other hand, Maj. L. S. Churchill, Air Service, the commanding officer of the depot at which the sale was held, states unequivocally that the hub castings referred to above were sold as a part of lot No. 325, and were not included in lot No. 501-A, and to the same effect is a certificate furnished by First Lieut. K. B. Wolfe, Air Service, and an affidavit furnished by Warrant Officer John Shepard, all of whom were present at the sale.

No question exists concerning the integrity or character of the affiants who have furnished statements in support of the claim of the Sheffield Co., nor concerning the good faith or sincerity of the representatives of the Sheffield Co. On the other hand, however, no reason exists for questioning the character or sincerity of the officers who state unequivocally that the hub castings were not included in the property sold to the Sheffield Co.

Under the circumstances stated above, it is believed that the Government is not justified in discounting or disregarding the unequivocal statements of its own officers who were present at and in charge of the sale referred to, even though the sincerity and good faith of the Sheffield Co. is freely admitted.

For the reasons indicated above, it is my opinion that the claim of the Sheffield Co. should not be allowed.

Sincerely yours,

DWIGHT F. DAVIS, *Secretary of War.*

DISPOSAL BRANCH,  
January 14, 1925.

Memorandum for the Secretary of War, through the Assistant Secretary of War. Subject: Claim of Sheffield Co., Americus, Ga., for refund on account of purchase at Souther Field on August 29, 1922.

1. By letter, dated January 7, 1925, addressed to the Secretary of War and marked "Personal," the Sheffield Co., Americus, Ga., requested the Secretary of War personally to—

(1) Note the description of lot No. 325 in the catalogue of Americus, Ga., auction sale of August 29, 1922.

(2) Read the affidavits on file in this case.

(3) Consult Col. James W. Furlow, United States Army, and Hon. Chas. R. Crisp, M. C., as to the character of the affiants.

2. At the sale referred to above, lot No. 325, described in the catalogue as "1,000 crank cases, rough forgings, Le Rhone-80," was sold to H. Koplin, of the American Mills Co., Atlanta, Ga.

3. At the same sale certain miscellaneous items, not listed in the sales catalogue, were sold as lot No. 501-A to the Sheffield Co., of Americus, Ga., for the sum of \$900.

4. The Sheffield Co. claims that certain propeller hub castings were included in the property sold as lot No. 501-A. It appears, however, that the commanding officer, Americus air intermediate depot, understood that the hub castings referred to were included in the property sold as lot No. 325 and the hub castings were actually delivered to the purchaser of lot No. 325.

5. The claim of Sheffield Co. for the refund of \$750 is based upon the Government's failure to deliver the hub castings referred to above to the Sheffield Co.

6. Two affidavits of Mr. W. C. Wright and affidavits of Messrs. John Sheffield, H. L. Council, R. L. McMath, A. F. Hodges, jr., and F. L. Cohen, all of whom are understood to reside at Americus, Ga., are to the effect that the affiants understood that the hub castings referred to above were included in and offered as a part of lot No. 501-A. To the same effect is a memorandum dated December 20, 1922, from First Lieut. H. O. Tunis, then on duty in the office of the Director of Sales, who was present at the sale referred to above, viz: That, according to his recollection, the hub castings referred to were not included in lot No. 325 but were included in lot No. 501-A.

7. A certificate furnished by Maj. L. S. Churchill, Air Service, at that time commanding officer, Americus air intermediate depot, Americus, Ga., states unequivocally that the hub castings referred to above were sold as a part of lot No. 325, and not included in lot No. 501-A, and to the same effect is the certificate of First Lieut. K. B. Wolfe, Air Service, and an affidavit furnished by Warrant Officer John Shepard, all of whom were present at the sale.

8. A letter from the auctioneers, by whom the sale was conducted, is to the effect that their records contain no information of value upon the question indicated above, except that the notation, "See Lieut. Wolfe," appears on the information sheets kept by them at the sale.

9. In a memorandum for the Secretary of War, dated December 31, 1923, this office stated:

"Due to the very conflicting evidence submitted in this case, this office did not feel justified in allowing the claim. The officers stationed at Souther Field who were most familiar with this transaction stated positively that the castings were not included in the lot purchased by the Sheffield Co. The case was very carefully reviewed at the time the claim was submitted and nothing has since developed to change the views of this office as expressed in the memorandum to the Chief of Air Service, dated April 4, 1923."

10. In a letter, dated January 2, 1924, to Representative Charles R. Crisp, the Secretary of War stated:

"I have caused this case to be reviewed, and in view of the serious conflicting evidence I do not feel justified in allowing this claim. The officers who were stationed at Souther Field at the time and who were most familiar with this



transaction state positively that the castings were not included in the lot purchased by the Sheffield Co.; therefore adherence is held to the decision as expressed by the Director of Sales on April 4, 1923, disallowing the claim."

11. No question exists concerning the integrity or character of the affiants referred to in the letter dated January 7, 1925, from the Sheffield Co. to the Secretary of War, nor concerning their sincere belief in the truth of the facts stated by them.

On the other hand, however, no reason exists for questioning the character or sincerity of the officers who state unequivocally that the hub castings were not included in the property sold to the Sheffield Co., and it was on account of the conflicting evidence thus presented that this office reached the conclusion that it would not be justified in allowing the claim.

12. For the reasons indicated above, this office adheres to the opinion and recommendation that this claim be disallowed.

JOHN MATHER,  
Major, Ordnance Department,  
Chief Disposal Branch

WAR DEPARTMENT,  
Washington, January 2, 1924.

HON. CHARLES R. CRISP,  
House of Representatives, Washington, D. C.

MY DEAR MR. CRISP: I am in receipt of your letter of December 15, 1923, with reference to the claim of Sheffield Co. for refund on account of purchase at Souther Field, Americus, Ga., on August 27, 1922.

I have caused this case to be reviewed and in view of the serious conflicting evidence I do not feel justified in allowing this claim. The officers who were stationed at Souther Field at the time and who were most familiar with this transaction state positively that the castings were not included in the lot purchased by the Sheffield Co., therefore adherence is held to the decision as expressed by the Director of Sales on April 4, 1923, disallowing the claim.

Sincerely yours,

JOHN W. WEEKS, *Secretary of War.*

WAR DEPARTMENT,  
OFFICE OF THE DIRECTOR OF SALES,  
Washington, April 4, 1923.

Subject: Claim of Sheffield Co.  
To: The Chief of Air Service.

1. The attached papers relate to the claim of the Sheffield Co. for refund of \$750 on the ground that a lot of propeller hub castings was included in the sale of certain castor oil extracting machinery and other scrap scattered throughout the hangar, which was purchased by him at the sale held at the Americus air intermediate depot, Americus, Ga., August 29, 1922, which propeller hub castings were not delivered.

2. The evidence submitted is very conflicting. Affidavits have been made by the commanding officer at Americus, and by the supply officer and the warrant officer at the depot, which state that these propeller hub castings were not included in the lot purchased by the Sheffield Co. but were included in lot No. 325 which was sold to another purchaser, while it is stated by other officers who were present at the sale and by several other persons, that they were included in the lot purchased by Sheffield.

3. In view of the above facts, especially the statements of the commanding officer, the supply officer, and the warrant officer at Americus, you would not be justified in allowing the claim of the Sheffield Co. The claim is therefore disallowed.

By order of the Assistant Secretary of War:

C. D. HARTMAN, *Acting Director of Sales.*

WAR DEPARTMENT,  
OFFICE OF THE CHIEF OF AIR SERVICE,  
Washington, February 12, 1923.

Memorandum for Director of Sales.  
Subject: Claim of the Sheffield Co.

1. On August 29, 1922, this office conducted an auction sale of surplus Air Service property at the Americus air intermediate depot, Americus, Ga. There was present at this sale one John Sheffield, representing the Sheffield Co., of Americus, Ga. Mr. Sheffield was quite a large purchaser at this sale, in fact, his purchases amounted to approximately 40 per cent of the total sale. Among the various lots purchased by Mr. Sheffield was lot No. 501-A. This was an added lot and did not appear in the printed catalogue. The lot consisted of worn out castor-oil making machinery and was sold as scrap iron, and the price realized on this lot was \$900.
2. When this material was delivered to the Sheffield Co. the point was immediately raised by Mr. John Sheffield that all material supposed to have been included in lot No. 501-A had not been shipped from our depot. The subject was taken up with the commanding officer of the Americus depot who assured Mr. Sheffield that the material was delivered as sold.
3. At this stage of the case Mr. Sheffield took the matter up with this office in a letter, under date of December 6, 1922, and made a claim for a refund in the amount of \$750.
4. Considerable correspondence has been had on the claim so far and a résumé of the case is as follows: In making claim for a refund the Sheffield Co. hold the opinion that at the time lot No. 501-A was announced by the auctioneer and put up for sale it contained not only the castor oil making machinery, mentioned above, but also a lot of propeller hub castings.
5. There was a quantity of propeller hub castings disposed of at the same sale, but they were included in lot No. 325 and so announced from the stand by the auctioneer at the time that lot was offered for sale.
6. The question at issue, therefore, is whether or not the propeller hub castings were included in lot No. 325 or lot No. 501-A. Mr. Sheffield obtained a number of affidavits supporting his claim that the propeller hub castings were supposed to have been included in lot No. 501-A. This office has also obtained certificates and affidavits from the commanding officer, the property officer and the warrant officer on duty at the Americus depot, as well as a statement from the auctioneer and from Lieut. Harry O. Tunis, the latter representing the office of the Director of Sales. From the evidence at hand and from certain statements made by Lieut. E. G. Harper, my assistant, who was present at the sale, it was decided that the propeller hub castings were sold as a part of lot No. 325. The claim of the Sheffield Co. was, therefore, disallowed and that company and the commanding officer of the Americus depot so advised under date of January 18.
7. The Sheffield Co. were evidently not satisfied with this decision and have brought up the case again and submitted an additional lot of three affidavits with the request that the case be reconsidered.
8. As this office is without further jurisdiction in the matter, the case is forwarded herewith for your consideration and recommendation as to what further action can be taken.
9. The outstanding feature of the whole claim is the fact that Mr. Sheffield bid on lot No. 501-A with the assumption that such lot included the propeller hub castings. Owing to the standing of Mr. John Sheffield in the local community of Americus, Ga., and to his patriotic services rendered the Government during the last war, I believe that Mr. Sheffield is sincere and honest in his claim, and, considering the amount of material purchased by Mr. Sheffield at the Americus sale, that he is making this claim as a matter of an honest principle rather than from any pecuniary standpoint.
10. I would, therefore, recommend that this case be favorably reviewed by the Board of Sales Review and instructions issued authorizing me to make a refund in the amount of \$750.
11. All correspondence, affidavits, and certificates are attached hereto and consist of all the information in the possession of this office on the subject. As this is the only file I have, it is requested that the file be returned intact.
12. I might also advise that material evidence could be obtained from either Lieutenant Tunis or Lieutenant Harper, or both.

HARRY GRAHAM,  
Lieutenant Colonel, Air Service,  
Chief Material Disposal and Salvage Section.

WAR DEPARTMENT,  
OFFICE OF THE DIRECTOR OF SALES,  
*Washington, February 19, 1923.*

Memorandum for the Director of Sales.  
Subject: Claim of the Sheffield Co.

Pursuant to the request of Major Willis, I wish to submit the following information in regard to the claim of the Sheffield Co. of Americus, Ga., in regard to lot No. 501-A, purchased by that company at the Americus sale of August 29, 1922:

It was the recollection of the writer shortly after this sale that the lot of propeller hub castings, which was located in one of the hangars, was included in the sale of certain castor oil extracting machinery and other scrap scattered throughout the hangar, and a statement to that effect was made to the material disposal and salvage section of the Air Service at that time. It develops, however, that affidavits have been made by Major Churchill, commanding officer at Americus, Lieutenant Wolf, the supply officer, and the warrant officer at the depot, that these propeller hub castings were not included in lot 501-A, but were included in lot 325, which consisted, as shown in the catalogue, of 1,000 crank cases, which were stored alongside of the pile of propeller hub castings in the hangar.

In view of the very definite statements of the three officers above mentioned as to the facts in this case, the writer is inclined to the assumption that his recollection in the matter is in error, as he had attended quite a number of sales in the recent past, and it is rather difficult for him to recall the details of each item disposed of at the various sales. On the other hand, an officer who is located at a specific depot would naturally be able to keep the details of transactions at his depot more clearly in mind than one who attends various sales.

For your information, however, I would state that when this matter was first brought to my attention, I was under the very strong impression that the lot of propeller hub castings referred to was included in the added lot, No. 501-A, as the catalogue did not show that anything except the 1,000 crank-case castings was to be included in lot No. 325. I was present at the time these lots were sold, and if I was under the impression that the propeller hub castings were included in the lot of miscellaneous scrap, it is very reasonable to suppose that a buyer might have entertained the same impression, especially as these lots were sold near the conclusion of the sale when everyone was hurrying to complete the sale in order that it would not be necessary to run into another day, and it is quite possible that the announcement as to what was included in the lot was misunderstood.

It is the belief of the writer, from the very short time he had to meet and observe Mr. Sheffield, that he is a very high type of gentleman, and his standing in the community of Americus is such as to preclude the possibility of his making any claim on the Government that he did not believe to be a just claim, and aside from any supporting affidavits which he may have, I believe that this fact should be weighed by the board in arriving at a decision in this matter. Mr. Sheffield undoubtedly believed that he was bidding on the hub castings as set forth in his claim.

It is therefore recommended, in view of the above-mentioned facts, that an adjustment be made with Mr. Sheffield for the difference between the lot purchased by him, which he understood to include the hub castings, and the lot actually delivered, less these hub castings. Just what this would amount to in dollars and cents, the writer can not state, as it would have to be computed at the depot on the weights of the various items included. The entire lot, whether the propeller hub castings were included or not, would be figured on a straight scrap basis and would be simply a matter of prorating the weight of the material delivered and the weight of the material purchased, including the lot of propeller hub castings.

HARRY O. TUNIS,  
*Transfer and Sales Section.*

I, John Sheffield, of Americus, Ga., make this statement under oath:  
I have been president of Sheffield Co. for more than five years. I attended the auction sale of Government surplus material at Souther Field on August 29, 1922, and did the bidding for Sheffield Co.

I bought lot No. 501-A which included a large pile of propeller hub castings.

Just a few days after the sale I called for lot No. 501-A and found that the propeller hub castings had been delivered by mistake to another party and removed from the field.

JOHN SHEFFIELD.

Sworn to and subscribed before me, this the 19th day of April, 1926.

R. L. CRAWFORD,  
Notary Public, Sumter County, Ga.

ATLANTA, GA., April 24, 1926.

To whom it may concern:

This is to certify that the undersigned, J. H. Wright, was employed by the Sheffield Co., Americus, Ga., to handle for their account all of the goods purchased by this firm at the sale held at Americus air intermediate depot, August, 1922.

Included in material purchased by the Sheffield Co. at this sale was a large amount of propeller hub castings, listed and sold as lot No. 501-A. Prior to October 20, 1922, I called on the Government officials for delivery of lot No. 501-A and was told that the propeller hub castings had been delivered to another party, name unknown to me, and that same had been removed from site of sale. Under the terms of the sale the purchasers had 30 days in which to remove their property, but on account of the large quantity purchased by the Sheffield Co. it was found to be impossible to have all of purchases removed within prescribed time; therefore the Government granted the Sheffield Co. an additional 60 days in which to remove their property, at a reasonable rate for warehouse charges, said amount unknown to me.

J. H. WRIGHT.

Sworn to and subscribed before me this 26th day of April, 1926.

W. C. WRIGHT,  
Notary Public, Sumter County, Ga.

AMERICUS, GA., February 1, 1923.

I, A. F. Hodges, jr., make the following statement under oath:

I attended the auction sale at Souther Field on August 29, 1922, and did some bidding and made some purchases. I witnessed the sale of lots Nos. 325 and 501-A. The auctioneer stated that the propeller hubs were a part of lot No. 501-A, which was knocked off to John Sheffield.

Furthermore, I was at Souther Field afterwards looking after my purchases and saw Mr. Sheppard and Mr. Lewis loading the propeller hub castings with some other goods, and I told them that they were loading Mr. Sheffield's goods.

I have absolutely no interest in the matter except my desire to see justice done.

A. F. HODGES, Jr.

Sworn to and subscribed before me this 1st day of February, 1923.

S. J. SAUNDERS,  
Notary Public, Sumter County, Ga.

GEORGIA, Sumter County:

Personally appeared before me W. C. Wright, who, being on oath, declares that he attended the sale of Government property at Souther Field, on August 29, 1922; that he personally witnessed the buying of lot No. 501-A by John Sheffield, of Sheffield Co., Americus, Ga. He also heard the parties in charge state what constituted lot No. 501-A and that a large pile of propeller hub castings were indicated as being a part of this lot.

He also heard the third party (name not remembered) offer to buy this pile of propeller hub castings from Mr. Sheffield, indicating that this party also understood that they were a part of lot No. 501-A.

W. C. WRIGHT. [L. s.]

Sworn to and subscribed before me this the 7th day of December, 1922.

NAT LEMASTER,  
Notary Public, Sumter County, Ga.



FEBRUARY 1, 1923.

I, F. L. Cohen, do hereby certify that I attended the sale at Souther Field on August 29, 1922, and was a bidder on lot No. 501-A, also on lot No. 325, and my understanding was that the propeller hub castings delivered with lot No. 325 were supposed to have been in lot No. 501-A. If such had not been included in lot No. 501-A, I would not have bid anything like as much on lot No. 501-A as I did.

F. L. COHEN.

Sworn to in the presence of—

W. C. WRIGHT,  
Notary Public, Sumter County, Ga.

## GEORGIA, Sumter County:

Personally appeared before me, W. C. Wright, a notary public in and for said county, R. L. McMath, who upon oath deposes and says: That on August, 22, 1922, he attended and was present at the sale of surplus property belonging to the United States Government at Souther Field, Ga., that said sale was conducted publicly, and that during the progress of the sale he especially called the attention of John Sheffield of Sheffield Co., of Americus, Ga., to certain of said property being so sold, which was designated as lot No. 501-A, which said lot contained, among other things, a lot of unfinished propeller hub castings, and that he specifically recommended to said John Sheffield that he buy said lot No. 501-A, which the said John Sheffield did. Deponent further says that he remembers the circumstances very distinctly, as he especially called said John Sheffield's attention to the articles aforesaid, as stated.

Deponent makes this affidavit for the purpose of establishing the fact that the said John Sheffield did actually buy said lot No. 501-A, which contained among other things the said unfinished propeller hub castings, because he is informed that said castings were never delivered to said John Sheffield, as, under his purchase of said lot, they should have been.

R. L. McMATH.

Sworn to and subscribed before me December 6, 1922.

W. C. WRIGHT,  
Notary Public, Sumter County, Ga.

I, W. C. Wright, of Americus, Ga., make the following statement under oath: On and prior to August 29, 1922, I was assistant manager of Sheffield Co. and have been continuously since then.

I attended the auction sale at Souther Field on that date, witnessed the sale of lot No. 501-A to Sheffield Co., including a large lot of propeller hub castings.

Due diligence was used by Sheffield Co. in removing all their purchases made at that sale, and it was only a few days after the sale that we sold lot No. 501-A, and when we went to make delivery to purchaser, found that the propeller hub castings, which were a part of this lot, had been delivered through error to some other party and had been removed from the premises.

W. C. WRIGHT.

Sworn to and subscribed before me this the 10th day of April, 1926.

R. L. CRAWFORD,  
Notary Public, Sumter County, Ga.

## GEORGIA, Sumter County:

Personally appeared before me H. S. Council, of the county and State aforesaid, who being on oath says that he attended the auction sale of surplus Government property at Souther Field, Americus, Ga., on August 29, 1922; that he witnessed the announcement and sale of lot No. 501-A to John Sheffield, of Sheffield Co., at \$900; that he understood and was convinced that the pile of propeller hub castings was included in lot No. 501-A.

H. S. COUNCIL. [L. S.]

Sworn to and subscribed before me this — day of December, 1922.

W. C. WRIGHT,  
Notary Public, Sumter County, Ga.

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