

on the buildings to find the market value of the property. After that, we figured the value of the takings on the same basis that we had figured the value of the property and then estimated the damage to the remainder of the property which was altered by these takings. These were many times strip takings and frequently divided the property and quite often left the property owner without access. Most of these takings were for non-access highways to a part of the property so if there was not a road or right of way into the back side of the farm, where the taking was a strip taking which would go behind the barn and yet separate most of the land from the buildings, then this land was of no real utility to the farmer because he simply couldn't get to it. If sold, it had to be sold without access which meant that it could be acquired by property owners with adjacent property at a disaster price level.

After the appraisals were completed and the damages had been figured, these were always checked by supervisors from the appraisal company, and then turned over to the claims department for the New York State government, who were in charge of the negotiations.

One of their men would come to the project and take the appraisals one by one and drive down the road and place a blue stamp on them and put a negotiating figure within the circle of this stamp which was the basis upon which the negotiator who came along later were to operate and the figure which they were not permitted to exceed. This figure might have little or no relationship to the appraised value to which we had put on the property or to the damages which we had determined had been inflicted against it. The only way this figure could be changed was for the appraiser to state that there was an error in the appraisal, re-figure it and re-submit it. Then the procedures permitted change.

This figure, along with the total appraisal, was checked by an agent of the Federal Bureau of Public Roads who could put a different negotiating figure on the case if he cared to, but both of these were binding upon the negotiators.

The result of this procedure was that frequently property owners were offered less than half of the damages which we had concluded were the basis for a fair settlement for the property owner. The personal problem involved in this was that when the appraisals were being made in the areas where the appraiser was known, he became the community outcast because these people thought that the price which was offered them as a negotiating figure was what the appraiser had determined and we were not privileged to disabuse people of this misconception.

Negotiators have various attitudes towards the public with whom they work, but it is a relatively open secret that they are instructed to obtain this property for as small a consideration as can be negotiated. On the face of it, this sounds like good business, and if it was business between individuals or individuals and corporations where the seller was not forced to sell it would be. However, by definition the condemnation proceedings violates the concept of the fair market price which is usually defined in appraisal journals and manuals as "the value at which a man who is willing but not forced to sell can agree on with a purchaser who is willing but not forced to buy". Obviously, where condemnation proceedings have taken place and the right of eminent domain is being exercised, one of the four conditions of this formula is absent since the seller, at least theoretically, is being forced to sell against his will, and in most instances this is not only theoretically true but it is practically true.

At some point in the procedure, the government or its agent files the condemnation proceedings and surveys, and the property then belongs to the government. The previous owner is left with a claim, and it is the claim which is negotiated.

In cases where there are substantial amounts of money involved, then the obvious recourse of the individual is to place his claim in the hands of a lawyer who is skilled in the negotiating of the subjects or who also is skilled in the presentation of these cases before the appropriate courts. In cases where the amount in dispute is from \$10,000 up, and certainly when the amount is in excess of \$20,000, the ability to get a competent lawyer who will also bear the cost of the procedure which means the hiring of an expert appraiser for his purposes, can be done on a contingency basis. This means simply that the lawyer will take a share of the increase that he is able to gain for his client over the original offering. This usually amounts to a third of the settlement.

Let's look at two instances of how this operates. In one, route 81 of the Interstate System cut off a farm immediately behind the barn and missed the corner of a new barn by only six inches, leaving the rest of the land either