

When it takes the property, that is, the fee, the lease, whatever, he may own, terminating altogether his interest, under the established law it must pay him for what is taken, not more; and he must stand whatever indirect or remote injuries are properly comprehended within the meaning of ‘consequential damage’ as that conception has been defined in such cases. Even so the consequences often are harsh. For these whatever remedy may exist lies with Congress.”<sup>654</sup> An exception to the general principle has been established by the Court where only a temporary occupancy is assumed; then the taking body must pay the value which a hypothetical long-term tenant in possession would require when leasing to a temporary occupier requiring his removal, including in the market value of the interest the reasonable cost of moving out the personal property stored in the premises, the cost of storage of goods against their sale, and the cost of returning the property to the premises.<sup>655</sup> Another exception to the general rule occurs with a partial taking, in which the government takes less than the entire parcel of land and leaves the owner with a portion of what he had before; in such a case compensation includes any diminished value of the remaining portion (“severance damages”) as well as the value of the taken portion.<sup>656</sup>

***Enforcement of Right to Compensation.***—The nature and character of the tribunal to determine compensation is in the discretion of the legislature, and may be a regular court, a special legislative court, a commission, or an administrative body.<sup>657</sup> Proceedings to condemn land for the benefit of the United States are brought in the federal district court for the district in which the land is located.<sup>658</sup> The estimate of just compensation is not required to be

<sup>654</sup> United States v. General Motors Corp., 323 U.S. 373, 382 (1945).

<sup>655</sup> United States v. General Motors Corp., 323 U.S. 373 (1945). In *Kimball Laundry Co. v. United States*, 338 U.S. 1 (1949), the Government seized the tenant’s plant for the duration of the war, which turned out to be less than the full duration of the lease, and, having no other means of serving its customers, the laundry suspended business for the period of military occupancy; the Court narrowly held that the government must compensate for the loss in value of the business attributable to the destruction of its “trade routes,” that is, for the loss of customers built up over the years and for the continued hold of the laundry upon their patronage. *See also* United States v. Pewee Coal Co., 341 U.S. 114 (1951) (in temporary seizure, Government must compensate for losses attributable to increased wage payments by the Government).

<sup>656</sup> United States v. Miller, 317 U.S. 369, 375–76 (1943). “On the other hand,” the Court added, “if the taking has in fact benefitted the remainder, the benefit may be set off against the value of the land taken.” *Id.*

<sup>657</sup> United States v. Jones, 109 U.S. 513 (1883); *Bragg v. Weaver*, 251 U.S. 57 (1919).

<sup>658</sup> 28 U.S.C. § 1403. On the other hand, inverse condemnation actions (claims that the United States has taken property without compensation) are governed by the Tucker Act, 28 U.S.C. § 1491(a)(1), which vests the Court of Federal Claims (for-